

# Resolution

Number 17-1392

Adopted Date September 12, 2017

## HIRE CELYNA MASSEY EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Celyna Massey, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective October 2, 2017, at starting rate of, \$17.24 per hour, subject to a negative drug screen and a 365 day probationary period.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Celyna Massey's Personnel file  
OMB- Sue Spencer

# Resolution

Number 17-1393

Adopted Date September 12, 2017

HIRE KAREN FELTNER AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Karen Feltner, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective October 2, 2017, at starting rate of, \$18.47 per hour, subject to a negative drug screen and a 365 day probationary period.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Karen Feltner's Personnel file  
OMB- Sue Spencer

# Resolution

Number 17-1394

Adopted Date September 12, 2017

HIRE SARAH OLIVER AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

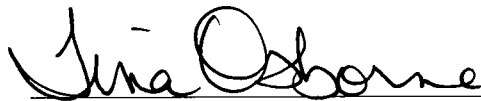
BE IT RESOLVED, to hire Sarah Oliver, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective October 2, 2017, at starting rate of, \$17.24 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Sarah Oliver's Personnel file  
OMB- Sue Spencer

# Resolution

Number 17-1395

Adopted Date September 12, 2017

HIRE RACHEL PYLE AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Rachel Pyle, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective October 2, 2017, at starting rate of, \$17.24 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Rachel Pyle's Personnel file  
OMB- Sue Spencer

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

# Resolution

Number 17-1396

Adopted Date September 12, 2017

HIRE CORTESCIA DAVIS AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Cortescia Davis, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective October 2, 2017, at starting rate of, \$17.24 per hour, subject to a negative drug screen and a 365 day probationary period.

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

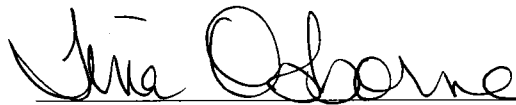
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Cortescia Davis' Personnel file  
OMB- Sue Spencer

# Resolution

Number 17-1397

Adopted Date September 12, 2017

HIRE SHELBY DAVIS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE  
WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Shelby Davis, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective October 2, 2017, at starting rate of, \$17.24 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Shelby Davis' Personnel file  
OMB- Sue Spencer

# Resolution

Number 17-1398

Adopted Date September 12, 2017

HIRE HANNAH BANKS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE  
WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Hannah Banks, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective October 2, 2017, at starting rate of, \$17.24 per hour, subject to a negative drug screen and a 365 day probationary period.

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

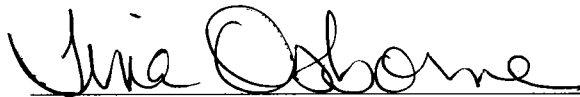
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)  
Hannah Banks' Personnel file  
OMB- Sue Spencer

# Resolution

Number 17-1399

Adopted Date September 12, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR DAVID GRIFFIN WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, David Griffin, Emergency Communications Supervisor within the Warren County Department of Emergency Services, has successfully completed his 365-day probationary period, effective September 6, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve David Griffin's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$27.63 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning September 14, 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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
D. Griffin's Personnel File  
OMB – Sue Spencer



# Resolution

Number 17-1400

Adopted Date September 12, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ELNORA HAMILTON WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Elnora Hamilton, Administrative Assistant within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective September 6, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve Elnora Hamilton's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$17.33 per hour effective pay period beginning September 16, 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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
Elnora Hamilton's Personnel File  
OMB – Sue Spencer

# Resolution

Number 17-1401

Adopted Date September 12, 2017

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO ERIC HADDIX,  
WASTEWATER TREATMENT SYSTEM CHIEF OPERATOR WITHIN THE WATER AND  
SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Eric Haddix,  
Wastewater Treatment System Chief Operator; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for  
Eric Haddix, not to exceed twelve (12) weeks; pending further documentation from Mr. Haddix's  
physician.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
E. Haddix's FMLA file  
OMB – Sue Spencer

# Resolution

Number 17-1402

Adopted Date September 12, 2017

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO THOMAS BARNES,  
STAFF TECH, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Thomas Barnes, Staff Tech; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Thomas Barnes, not to exceed twelve (12) weeks; pending further documentation from Mr. Barnes' physician.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
T. Barnes' FMLA file  
OMB – Sue Spencer  
T. Reier

# Resolution

Number 17-1403

Adopted Date September 12, 2017

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO TANYA SELLERS, FOSTER CARE ADOPTION CASEWORKER, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Tanya Sellers, Foster Care Adoption Caseworker; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Tanya Sellers, not to exceed twelve (12) weeks; pending further documentation from Mrs. Sellers' physician.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
T. Sellers' FMLA file  
OMB – Sue Spencer

# Resolution

Number 17-1404

Adopted Date September 12, 2017

APPROVE AND AUTHORIZE THE BOARD PRESIDENT OR VICE-PRESIDENT TO EXECUTE A DECLARATION OF PERMANENT HIGHWAY EASEMENT & LIMITED DRIVEWAY ACCESS FOR RECORDING OF PUBLIC RECORD, AND DECLARE THE PROPERTY LOCATED AT 3228 FIELDS-ERTEL ROAD, LOVELAND, OHIO AS NO LONGER NEEDED FOR PUBLIC USE AND ADVERTISE FOR BIDS FOR THE SALE OF SAID PROPERTY

WHEREAS, this Board acquired the property at 3228 Fields-Ertel Road, Loveland, Ohio in order to complete the Fields-Ertel/Lebanon/Columbia Road Roundabout Project; and

WHEREAS, this Board has been notified by the Warren County Engineer's Office that the property located at 3228 Fields-Ertel Road, Loveland, Ohio is no longer needed for public use once a permanent highway easement and limited driveway access is reserved upon the property; and

WHEREAS, pursuant to Ohio Revised Code Sections 307.09 and 307.10, the board of county commissioners may sell any real property belonging to the County and not needed for public use;

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Board President or Vice-President to execute the attached Declaration of Permanent Highway Easement & Limited Driveway Access, and cause such instrument to be recorded of public record; and


BE IT FURTHER RESOLVED, to declare the property located at 3228 Fields-Ertel Road, Loveland, Ohio, as no longer needed for public use and advertise the sale of property subject to appropriate conditions by sealed bid for one (1) consecutive weeks in a newspaper of general circulation, beginning the week of September 17, 2017; bid opening to be October 3, 2017 @ 9:15 a.m.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Engineer (file)  
OMB Bid file

## **Declaration of Permanent Highway Easement & Limited Driveway Access**

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This Declaration of a Permanent Highway Easement and Limited Driveway Access is made by Warren County Board of County Commissioners (the "Declarant"), whose tax mailing address is 406 Justice Drive, Lebanon, Ohio 45036.

### **RECITALS**

**WHEREAS**, Declarant is the fee simple owner of the real estate particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and,

**WHEREAS**, Declarant intends to subject the Property at all times hereafter in perpetuity to a permanent highway easement as particularly described on Exhibit "B" and illustrated on Exhibit "C" attached hereto and made a part hereto (the "Easement Area"); and,

**WHEREAS**, Declarant intends to restrict the Property at all times hereafter in perpetuity to a limited driveway access as illustrated on Exhibit "D" attached hereto and made a part hereto (the "Limited Driveway Access"); and,

**WHEREAS**, this Declaration is being executed and recorded for the purpose of encumbering and restricting the Property as aforementioned.

**NOW THEREFORE**, in consideration of the foregoing, Declarant hereby declares:

1) **Declaration of Permanent Highway Easement**. That the part of the Property described in Exhibit "B" and illustrated on Exhibit "C" is hereby encumbered with a permanent highway easement in, on, over, under and through the Easement Area for all highway, utility and drainage purposes.

2) **Declaration of Limited Driveway Access.** That the ingress to and egress from the Property is hereby restricted to the Limited Driveway Access as illustrated on Exhibit "D".

3) **Recitals in Instruments of Conveyance.** That this Declaration shall be recited within the body of all deeds and other instruments that have the effect of conveying title to the Property; however, the failure to do so shall not invalidate that the Permanent Highway Easement or the Limited Driveway Access as set forth herein.

4) **Restrictions on Use of Easement Area.** Unless otherwise stated herein, no buildings or other permanent structures or apparatus, retaining walls, landscaping, trees or plants, nor the impounding of water, may be placed in the Easement Area.

5) **Covenants to Run With Land.** The permanent highway easement and limited driveway access created by this Declaration are intended to create benefits, servitudes, rights, obligations and restrictions with respect to the Property; they shall be appurtenant to the Property; they shall run with the land in perpetuity; and, they shall be binding upon and inure to the benefit of all Owners and their respective heirs, successors and assigns.

6) **Non-Merger.** The concept of common ownership of any or all of the Property shall not result in a merger of easement, rights and benefits, and such obligations, restrictions and burdens into the respective fee estate, but rather that such easement, rights, benefits and such obligations, restrictions and burdens shall be separately preserved in perpetuity.

7) **Severability.** If any provision of this Declaration is determined to be void and unenforceable by any court, that determination shall not affect the remaining provisions of this Declaration, which shall remain in full force and effect.

8) **Interpretation.** This Declaration is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio. The paragraph headings are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope of intent of such paragraphs.

9) **Exhibits.** Each exhibit referred to in this Declaration is hereby incorporated herein by reference.

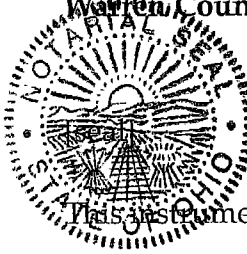
Declarant,

**WARREN COUNTY BOARD OF  
COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
NAME: Tom Grossmann  
TITLE: President  
DATE: 9/12/17

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 12<sup>th</sup> day of September, 2017, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Tom Grossmann, President or Vice-President of the **Warren County Board of County Commissioners**, whose name is subscribed hereto, and acknowledged the signing and execution of said instrument is his free and voluntary act and deed, and the free and voluntary act and deed of the **Warren County Board of County Commissioners** pursuant to its official Resolution.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/28/17

NOTARY PUBLIC: [Signature]  
MY COMMISSION EXPIRES: 12/26/17

This instrument was prepared by: Bruce A. McGary  
Assistant Prosecutor  
Warren County Prosecutor's Office  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. 513.695.1325  
Fx. 513.695.2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



Exhibit "A" [metes & bounds of the PROPERTY]

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Parcel No. 16-20-478-013

Auditor's Acct. No. 0908029

Desc. 0.4760 acres

Address: 3228 Fields-Ertel Rd., Loveland, OH 45140

Situated in Deerfield Township, Warren County, Ohio, in Section 20, Township 4, Entire Range 2, of the Miami Purchase, more particularly bounded and described as follows:

From the southeast corner of the Section measure N. 87 deg. 15' W. 1209.12 feet along the south line of the Section to the place of beginning; thence N. 4 deg. 05' E. 200.06 feet to a point; thence N. 87 deg. 15' W. 80.94 feet to the center line of Lebanon or Columbia Road; thence S. 16 deg. 53' W. 206.24 feet along the center line of Columbia Road to the south line of the Section in Fields Ertel Road; thence S. 87 deg. 15' E. 126.66 feet along the south line of the Section to the point of beginning, containing 476/1000 of an acre of land.

Deed Reference: Doc. # 2016-011978, recorded 05/06/2016 at 8:53:41 AM in the office of the Warren County, Ohio Recorder.

EXHIBIT "B"  
**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**  
**FIELDS-ERTEL / LEBANON / COLUMBIA ROUNDABOUT**  
**PERMANENT HIGHWAY EASEMENT**  
**PIN #16204780130 (Pt.)**  
**0.048 ACRE**

Situated in the State of Ohio, County of Warren, Township of Deerfield, located in Section 20, Town 4, Entire Range 2, being out of that 0.476 acre tract conveyed to the Warren County Board of County Commissioners by deed of record in Deed 2016-011978 (all references refer to the records of the Recorder's Office, Warren County, Ohio), and being described as follows:

Beginning, for reference, at the centerline intersection of Columbia Road (CR 15) and Fields-Ertel Road (WAR-CR 1)(HAM-CR 4);

thence South 79° 47' 13" East, with the centerline of said Fields-Ertel Road, a distance of 25.66 feet to a point;

thence North 10° 12' 47" East, across said Fields-Ertel Road, a distance of 20.00 feet to a point at the intersection of the northerly right-of-way line for said Fields-Ertel Road with the easterly right-of-way line of said Columbia Road, being the TRUE POINT OF BEGINNING;

thence North 24° 17' 25" East, with the easterly right-of-way line of said Columbia Road (CR 15), being 20.00 feet from the centerline thereof, a distance of 75.31 feet to a point;

thence across said 0.476 acre tract, the following courses and distance:

with the arc of a curve to the left, having a central angle of 09° 10' 16", a radius of 187.50 feet, an arc length of 30.01 feet, a chord bearing of South 01° 11' 49" East and a chord distance of 29.98 feet to a point;

with the arc of a curve to the left, having a central angle of 03° 42' 41", a radius of 51.50 feet, an arc length of 3.34 feet, a chord bearing of South 07° 38' 17" East and a chord distance of 3.34 feet to a point;

South 35° 18' 02" East, a distance of 44.84 feet to a point;

with the arc of a curve to the left, having a central angle of 15° 34' 20", a radius of 51.50 feet, an arc length of 14.00 feet, a chord bearing of South 68° 53' 37" East and a chord distance of 13.95 feet to a point; and

South 76° 40' 47" East, a distance of 30.64 feet to a point in the westerly line of 0.27 acre tract conveyed to Kathy A. Burnett and Roger C. Gibson by deed of record in Official Record 1255, Page 341, the same being the easterly line of said 0.476 acre tract;

thence South 11° 30' 01" West, with the common line to said 0.476 acre and 0.27 acre tracts, a distance of 4.77 feet to a point in said northerly right-of-way line;

thence North 79° 47' 13" West, with the northerly right-of-way line of said Fields-Ertel Road, being 20.00 feet from the centerline thereof, a distance of 101.45 feet to the TRUE POINT OF BEGINNING, and containing 0.048 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

08/31/2017

John C. Dodgion  
Registered Surveyor No. 8069

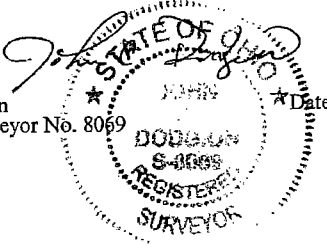


EXHIBIT "C"



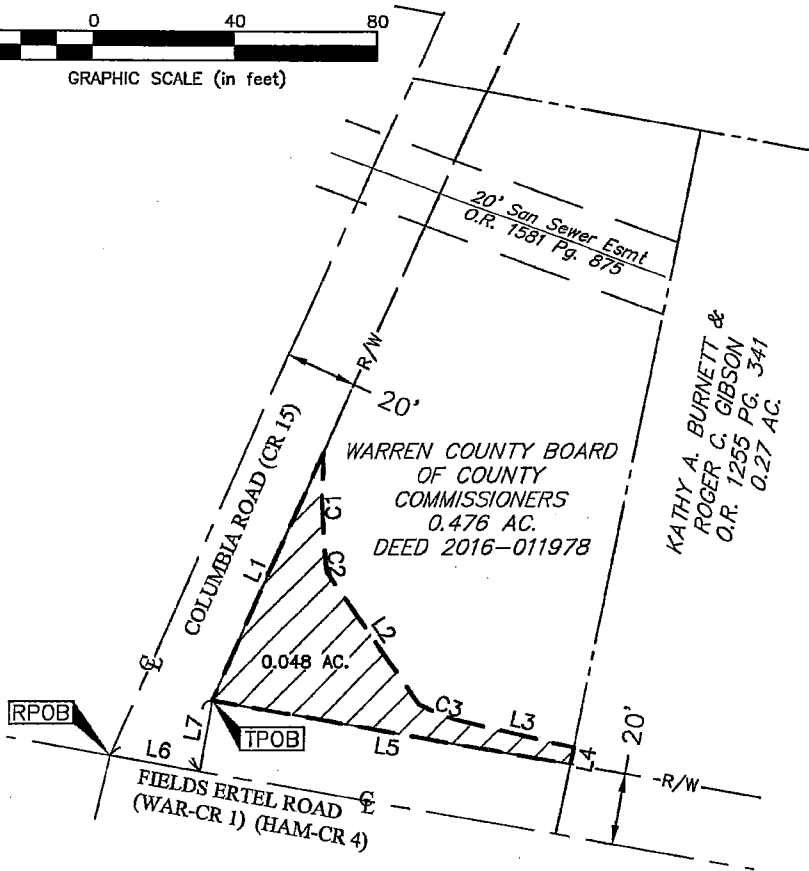
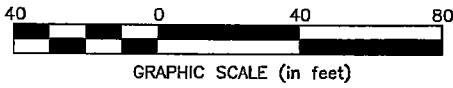
**PERMANENT HIGHWAY EASEMENT**

SECTION 20, TOWN 4, ENTIRE RANGE 2  
TOWNSHIP OF DEERFIELD, COUNTY OF WARREN, STATE OF OHIO

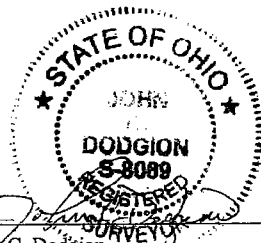
Date: August 31, 2017

Job No. 20141017

Scale: 1" = 40'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N24°17'25"E	75.31'
L2	S35°18'02"E	44.84'
L3	S76°40'47"E	30.64'
L4	S11°30'01"W	4.77'
L5	N79°47'13"W	101.45'
L6	S79°47'13"E	25.66'
L7	N10°12'47"E	20.00'

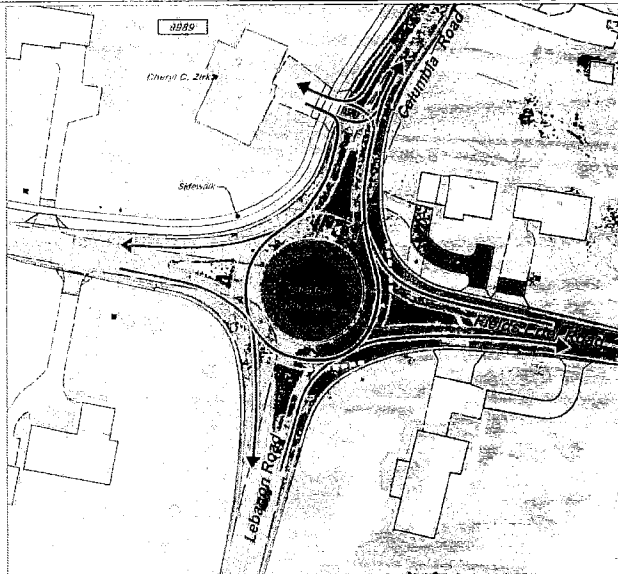


By John C. Dodgion  
Professional Surveyor No. 8069

08/31/2017  
Date

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	9°10'16"	187.50'	30.01'	S01°11'49"E	29.98'
C2	3°42'41"	51.50'	3.34'	S07°38'17"E	3.34'
C3	15°34'20"	51.50'	14.00'	S68°53'37"E	13.95'

20141017.DWG (SHEETS) V:\CLIENTS\20141017-12.DWG plotted by MAGERS, MARCUS on 8/31/2017 3:48:22 PM last saved by MMAGERS on 12/31/2014 4:23:35 PM

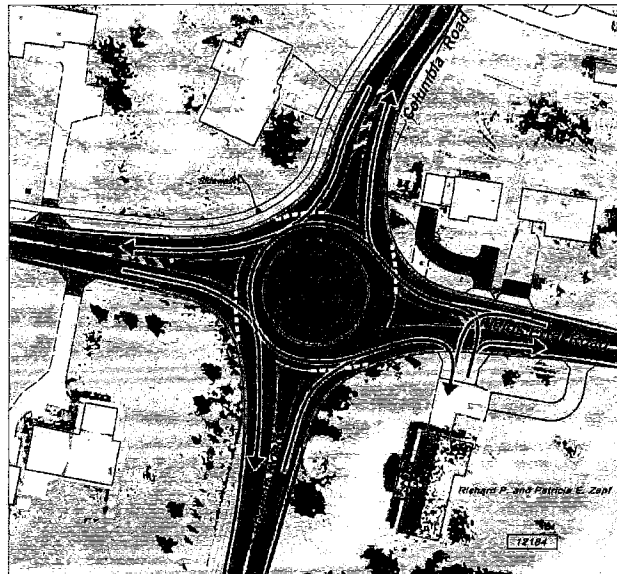


9989 Columbia Road

**Driveway  
Access**



3228 Fields Ertel Road



12184 Lebanon Road



LEGEND

Drive Entry Movements

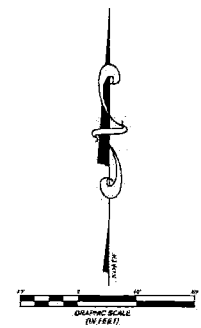
Drive Exit Movements

Fields Ertel Road (WCR-1) (HCR-4) & Lebanon Road (CR-298)/Columbia Road (CR-15) Roundabout Driveway Access Exhibit

Prepared By:

2012-03-21



# Resolution

Number 17-1405

Adopted Date September 12, 2017

APPROVE ENGINEERING AGREEMENT WITH JONES WARNER CONSULTANTS, INC FOR THE DESIGN OF THE LOWER SPRINGBORO ROAD WATERLINE IMPROVEMENTS PROJECT

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need to construct waterline improvements from Lower Springboro Road to Corwin Road, directed the Warren County Water and Sewer Department on April 11, 2017, through Resolution 17-0594, to issue a Request for Qualifications for aforesated improvements; and

WHEREAS, this Board during a public work session with the Water and Sewer Department on June 13, 2017, adopted Resolution 17-0956 directing the Warren County Sanitary Engineer to enter into negotiations with Jones Warner Consultants, Inc, the top ranked firm; and

WHEREAS, Jones Warner Consultants, Inc. was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code, §§ 153.66 through 153.69); and

NOW THEREFORE BE IT RESOLVED, to enter into an Agreement with Jones Warner Consultants, Inc., for engineering services for the above referenced project, subject to the following conditions:

1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part thereof.
2. Compensation shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

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

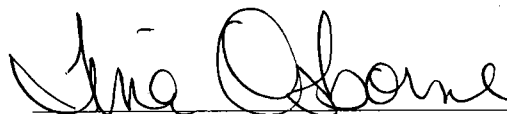
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Jones-Warner Consultants, Inc.  
Water/Sewer (file)  
Project file

**ENGINEERING AGREEMENT  
LOWER SPRINGBORO ROAD WATERLINE PROJECT**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and Jones-Warner Consultants, Inc., 8401 Claude Thomas Road, Suite 51 (hereinafter called the "Consultant").

**WITNESSETH:**

**WHEREAS**, the County desires professional engineering services for the preparation of construction drawings, specifications, and surveying services for water line improvements to the Franklin-Clearcreek public water system, consisting of the following:

Survey and design of approximately 18,000 linear feet of 8-inch C900 PVC water main extending along Lower Springboro Road near Township Line Road to the Village of Corwin.

**WHEREAS**, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications and interviews; and

**NOW, THEREFORE**, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

**I. SCOPE OF SERVICES**

See **Attachment A** – JWCI Survey & Design Proposal, dated 6/28/2017.

**II. COUNTY RESPONSIBILITIES**

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
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 services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.

4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.
5. Provide access to Consultant's staff for field visits to the site(s).

### **III. COMPENSATION**

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with **Attachment B**, the project fee schedule.
3. The Consultant shall bill the County monthly for services provided under this contract and may be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed \$125,482.

Payment of compensation shall be made to the Consultant within forty five (45) days after the receipt of an invoice from the Consultant.

### **IV. Documents and Contract Documents**

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.

Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

#### **V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS**

Time to complete each task from the Notice of Authorization to Proceed is as follows:

Task 1 – Project Kick-off	September 2017
Task 2 – Research & Survey	September/October 2017
Task 3 – Geotechnical Investigation	October 2017
Task 4 – Preliminary Design	Oct 2017 – Jan 2018
Task 5 – 90% Design	Jan 2018 – Mar 2018
Task 6 - Final Design	Mar 2018 – May 2018
Task 7 – Construction Services	July 2019
Task 8 – Easement Documents	Jan 2018 – Mar 2018

Project schedule may vary based upon review agency comments and schedule; easement acquisition; and other items out of the control of the engineer including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of work herein, including, but not limited to, the taking of borings and



laboratory testing of soil and rock samples.

4. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

## **VI. SUPPLEMENTARY SERVICES**

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service.

## **VII. INSURANCE**

Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, and \$2,000,000 Aggregate, with no interruption of coverage during the entire term of this Agreement. Consultant shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence, and Aggregate

Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principle insured—no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such certificates shall provide that the insurer notify County in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the County not less than 30 days prior to said cancellation date. Consultant shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies, certificates for the renewal policies of the insurance coverage required herein.

Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with

certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

#### **VIII. INDEMNIFICATION**

Consultant shall defend, indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's fees, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

#### **IX. STANDARDS AND PRINCIPLES**

Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

#### **X. POLICY OF NON-DISCRIMINATION**

Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

#### **XI. PARTIES AND RELATIONSHIP OF PARTIES**

Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any

employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

## **XII. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

## **XIII. ENTIRE AGREEMENT**

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

## **XIV. MODIFICATION OR AMENDMENT**

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

## **XV. CONSTRUCTION**

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

## **XVI. WAIVER**

No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

## **XVI. ASSIGNMENT**

Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

## **XVII. NOTICES**

All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

TO: Warren County Commissioners Office  
Attn. County Administrator  
406 Justice Drive  
Lebanon, Ohio 45036  
(513) 695-1250

TO: Jones-Warner Consultants, Inc.  
Attn: Mr. T.Shawn Campbell  
8401 Claude Thomas Road, Suite 51  
Franklin, OH 45005  
(937) 704-9868

## **XVIII. TERMINATION**

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 non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

**XIX. AUTHORITY AND EXECUTION**

**ENGINEER:**

**IN EXECUTION WHEREOF**, Jones-Warner Consultants, Inc., has caused this agreement to be executed by T. Shawn Campbell, its Principal, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

JONES-WARNER CONSULTANTS, INC.

SIGNATURE: T. Shawn Campbell

PRINTED NAME: T. Shawn Campbell

TITLE: Principal

DATE: 8-1-17

**COUNTY:**

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Resolution No. 17-1405, dated 9/12/17.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/12/17

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Adam Nice  
Adam Nice, Assistant Prosecutor

## ATTACHMENT A

### Corporate Headquarters

8401 Claude Thomas Road, Suite 51  
Franklin, OH 45005  
P: 937.704.9868  
F: 937.704.9949



**JONES-WARNER CONSULTANTS, INC.**  
CIVIL ENGINEERING, SURVEYING, AND CONSULTING SERVICES

Toll-Free: 1-855-704-5924  
JWCI@JonesWarner.com  
JonesWarner.com

August 24, 2017

### EXHIBIT 1

Warren County Water & Sewer Department  
406 Justice Drive  
Lebanon, Ohio 45036  
Attention: Chris Brausch, P.E., Sanitary Engineer

Re: Survey & Design Proposal – East Lower Springboro Road Water Main Replacement Extension

Dear Mr. Brausch:

Jones-Warner Consultants, Inc. (JWCI) appreciates the opportunity to submit this fee proposal for the survey and design of approximately 18,000 linear feet of 8" C900 PVC water main extension. Based on the RFQ and our subsequent meeting, we feel we have a clear understanding of the scope of services to be provided and offer the following as our understanding:

#### SCOPE OF SURVEY & DESIGN

The first connection point will be at your fire hydrant on the north side of East Lower Springboro Road, just east of Township Line Road. The water main will continue east along the north side of East Lower Springboro Road within the existing right of way as room allows and easements where tight to approximately 4753 East Lower Springboro, Simplicool Technology, Inc. From somewhere near that point, the main will cross to the east bound lane of East Lower Springboro Road and continue within the roadway to South Cincinnati Columbus Road and continue in or near South Cincinnati Columbus Road to a crossing point at U.S. 42 to be determined during the preliminary design phase. Trenchless technology will be used to cross U.S. 42 and daylight and daylight on to the Clark Enterprises property. From that point, open cut will be used to the north east corner of the Clark property when it is our intent to utilize more trenchless technology and directional drill the 8" main through the Little Miami Inc. property, under the Little Miami River to the south side of the bicycle trail within the Corwin Road/Ohio Department of Natural Resources right of way. From this point, the water main will continue north on Corwin Road to a yet to be determined connection point near or within the Village of Corwin on Corwin Avenue near the soccer fields.

Based on the above scope, JWCI has outlined various tasks to be completed to ensure a successful project. Those tasks are identified as the following:

#### Task 1 Project Kick-Off

The JWCI team will have an introductory meeting with the Warren County Water & Sewer Department. In this meeting, the project team will be introduced and the project site visited. A general overview of the project parameters will be reviewed, team Responsibilities will be identified and discussions about any necessary geotechnical investigation will be held.

## Task 2 Research & Survey

The JWCI team will begin to complete the property research, establish survey control and begin topographical surveying. All above ground features will be picked up in the survey, as well as locating property pins for crucial easement areas. A utility locate will be called in to the Ohio Utilities Protection Service (OUPS) to have existing utilities both field marked and plans sent to us. JWCI will develop a base map with all field located features and utility information provided and shot in the field. Included with that base map will be a proposed alignment in plan view only. The base map will be submitted to the Warren County Water & Sewer Department for their review and an alignment meeting will be proposed to review any comments about the proposed alignment.

## Task 3 Geotechnical Investigation

Concurrently with Task 2, specific areas of concern will be identified by the JWCI team for a detailed geotechnical investigation. The areas identified will be limited to areas where trenchless technologies will be used for the jack and bore across U.S. 42 and the horizontal directional drill under the Little Miami River. The JWCI team will coordinate with the Warren County Water & Sewer Department as to specific locations for the borings and they will be shown on the base map. The Warren County Water and Sewer Department will contract directly with the geotechnical consultant and provide the JWCI team with the geotechnical report.

## Task 4 Preliminary Design

Upon completion of the alignment review meeting, the review of the geotechnical report and confirmation of the approved alignment, the JWCI team will begin preliminary design in both plan view and profile view. Any proposed easements will be identified and contact will be made with the Ohio Department of Transportation (ODOT) for the U.S. 42 crossing and with Little Miami Inc. for the proposed river crossing. In addition, the Warren County Water and Sewer Department will initiate contact with any other property owners who may be directly affected by the need for easements or right of entry forms. At the approximate 50% design phase, JWCI will initiate another review meeting with the Warren County Water and Sewer Department to review both design and permitting status.

## Task 5 90% Design

At this stage and during the preliminary design meeting a determination will be made with regards to breaking down the project into phases. It is the understanding of JWCI that the Warren County Water & Sewer Department may use internal manpower to construct part of this water main. Before initiating final design, discussions will take place between JWCI and the Warren County Water & Sewer Department and a determination made as to any phasing for construction purposes. Once this determination has been made, a 90%+ design phase will continue. Included with this phase will be construction drawings and standard details to Warren County Water & Sewer standards, any necessary specifications, an engineer's opinion of cost, and bid item list. JWCI will also finalize any permitting needs from ODOT, Little Miami Inc and any others that may require easements or right of entry. In addition, JWCI will also assist the Warren County Water & Sewer Department in completing the forms, providing the necessary copies and securing a "Permit to Install" (PTI) from the Ohio Environmental Protection Agency (OEPA). The 90% plans and additional information will be submitted to the Warren County Water & Sewer Department for final review and comment.



**Task 6 Final Design**

Once all of the comments from the previous submittals have been addressed and the final quantities adjusted, easements and permits secured, JWCI will make any final adjustments to the construction drawings and make a final submission to Warren County Water and Sewer Department. The final submission deliverables will consist of one electronic and one set of reproducible drawings for bidding, copies of all permits and specifications and a final engineer's opinion of probable cost.

**Task 7 Construction Services**

Upon completion of construction, the JWCI team will provide the Warren County Water & Sewer Department with as-built drawings showing any changes during the construction process utilizing inspector and contractor notes.

**Task 8 Easement Documents**

Our intent will be to coordinate with Warren County Water and Sewer and keep as much of the design as possible within the existing right of way. Based on our preliminary investigation, we anticipate fifteen (15) easements. Our fee for easements is \$750.00 each for a total of \$11,250.00. You will only be billed for the actual number of easements created.

**Additional Permits**

Permitting through the U.S. Army Corp of Engineers, National Park Service and Ohio Department of Natural Resources is the responsibility of Warren County. JWCI is responsible for the OEPA permit to install. The county will be responsible for any permit fees, if required.

Our fee to perform all of the above outlined services is a lump sum fee of \$125,482.00 which includes the fifteen (15) easements.

We look forward to a very successful project and a continued professional relationship with the Warren County Water & Sewer Department.

If you have any questions, please feel free to call.

Sincerely,

  
T. Shawn Campbell, Principal

## ATTACHMENT B

### I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 2.97. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for this work. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	ESTIMATED RANGE OF BILLED EMPLOYEE LABOR COSTS
Project Manager	\$135.00 – 155.00/Hr
Principal Engineer (P.E.)	\$110.00 – 155.00/Hr
Engineer/Senior Designer	\$85.00 – 110.00/Hr
Survey Project Manager (P.S.)	\$95.00 – 130.00/Hr
Surveyor (P.S.)	\$95.00 – 130.00/Hr
Two-Man Survey Crew	\$140.00 – 160.00/Hr
Survey CAD Technician	\$75.00 – 95.00/Hr
Clerical	\$55.00 – 105.00/Hr
Easements	\$750/each

In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and work performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long distance phone costs shall not be reimbursable expenses under this contract.

### II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	cost + 10%



# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 9/6/17

From: WC Veterans

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

A purchase order was not completed for this procurement because: Blanket rent po ran out  
prior to relief being issued.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1550.00

VENDOR NAME Zhong Ma

DESCRIPTION OF SERVICES Rent

SUBMITTED FOR  
PAYMENT  
COUNTY COMMISSIONERS

DATE OF OBLIGATION 8/31/17

*Matt Nolan*  
Auditor, Warren County

# THEN & NOW CERTIFICATION

## CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 211,622.27 DATE 8/31/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 209,574.78 DATE 9/8/17

FUND BALANCE NOW \$ 36,891,879.88

CERTIFIED BY: *Matt Nolan*

**MATT NOLAN, WARREN COUNTY AUDITOR**

# Resolution

Number 17-1407

Adopted Date September 12, 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:

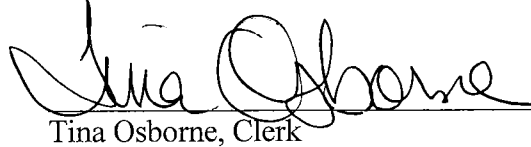
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor re  
Refunds file

# Resolution

Number 17-1408

Adopted Date September 12, 2017

## ACKNOWLEDGE RECEIPT OF AUGUST 2017 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the August 2017, County Financial Statement for Funds #101 through #650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor (file) EH  
E. Hartmann

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS OUT	TREASURER'S BAL.
101 GENERAL FUND	32,236,841.77	4,906,284.07	3,208.53CR	6,504,861.53	2,228.98	.00	30,712,820.80	314,659.97	31,027,488.77
201 SENIOR CITIZENS SERVICE LEVY	7,581,947.52	.00	.00	536,302.00	.00	.00	7,045,645.52	.00	7,045,645.52
202 MOTOR VEHICLE	4,066,713.96	740,139.92	.00	580,909.97	.00	.00	4,233,943.91	33,081.08	4,267,024.99
203 HUMAN SERVICES	903,154.07	23,590.32	.00	289,294.30	.00	.00	657,460.09	35,424.31	692,884.40
205 BOARD OF DEVELOPMENTAL DISABIL	41,005,798.73	930,420.89	.00	1,172,442.13	4,735.80CR	.00	40,768,521.29	234,291.85	41,002,813.14
206 DOGS AND KENNEL	215,178.74	8,594.87	.00	24,360.92	.00	.00	199,412.69	350.92	199,763.61
207 LAW LIBRARY RESOURCES FUND	385,485.13	46,320.15	.00	29,858.44	.00	.00	401,946.84	30.00	401,976.84
215 VETERAN'S MEMORIAL	3,705.67	.00	.00	.00	.00	.00	3,705.67	.00	3,705.67
216 RECORDER TECHNOLOGY FUND 317.3	112,386.46	11,706.45	489.25	1,250.35	.00	.00	123,323.81	.00	123,323.81
217 DOE TECHNOLOGY FUND 3501.17	1,504,828.64	.00	.00	.00	.00	.00	1,504,828.64	.00	1,504,828.64
218 COORDINATED CARE	590,254.23	9,206.15	.00	29,013.46	4,735.80	.00	565,791.12	.00	565,791.12
219 WIRELESS 911 GOVERNMENT ASSIST	82,327.84	2,184.79	.00	12,048.38	.00	.00	72,424.25	.00	72,424.25
220 CP INDIGENT DRIVER INTERLOCK A	.00	405.84	1,268.69	.00	.00	.00	1,674.53	.00	1,674.53
221 CC/NC INDIGENT DRIVER INTERLOC	71,824.34	3,866.50	1,318.69CR	.00	.00	.00	74,372.15	.00	74,372.15
222 JUV INDIGENT DRIVER INTERLOCK	819.50	52.64	50.00	.00	.00	.00	922.14	.00	922.14
223 PROBATE/JUVENILE SPECIAL PROJE	264,730.05	4,081.00	.00	3,540.00	.00	.00	264,730.05	.00	264,730.05
224 COMMON PLEAS SPECIAL PROJECTS	235,563.41	14,080.17	.00	6,024.94	2,106.10CR	.00	245,724.74	1,500.00	247,224.74
227 PROBATION SUPERVISION DRC 2951	422,302.17	2,985.00	.00	601.25	.00	.00	424,685.42	401.75	425,087.17
220 MENTAL HEALTH GRANT	51,531.60	7,500.00	.00	4,516.60	.00	.00	54,515.00	.00	54,515.00
229 MUNICIPAL MOTOR VEHICLE PERMIS	1,729,575.92	40,075.37	.00	10,039.14	.00	.00	1,759,612.15	.00	1,759,612.15
233 DOMESTIC SHELTER	.00	3,607.00	.00	.00	.00	.00	3,607.00	.00	3,607.00
237 REAL ESTATE ASSESSMENT	5,665,072.20	112.80	.00	149,890.10	.00	.00	5,515,294.90	634.20	5,515,929.10
238 WORKFORCE INVESTMENT BOARD	258,134.06	474,289.22	.00	286,840.33	.00	.00	445,582.95	4,837.77	450,400.72
243 JUVENILE GRANTS	333,600.15	4,161.34	.00	5,714.66	.00	.00	332,046.93	101.93	332,148.86
245 CRIME VICTIM GRANT FUND	22,520.47	4,206.38	.00	5,377.84	.00	.00	21,349.01	71.40	21,420.41
246 JUVENILE INDIGENT DRIVER ALCOH	15,872.99	84.00	.00	130.00	.00	.00	15,826.99	.00	15,826.99
247 FELONY DELINQUENT CARE & CUSTO	886,737.68	.00	.00	102,907.93	.00	.00	783,829.75	766.29	784,596.04
249 DTAC-DELINQ TAX & ASSESS COLLE	651,386.58	1,973.64	.00	19,763.60	.00	.00	633,596.62	300.00	633,896.62
250 CERT. OF TITLE ADM. FUND	2,227,818.17	183,800.60	.00	82,100.39	.00	.00	2,329,518.38	980.00	2,330,499.18
252 NC TECHNOLOGY CRIMES UNIT	299.91	.00	.00	.00	.00	.00	299.91	.00	299.91
253 COUNTY COURT PROBATION DEPT	40,388.89	.00	.00	15,923.00	.00	.00	24,385.89	.00	24,385.89
255 MUNICIPAL VICTIM WITNESS FUND	74,376.04	.00	.00	4,518.99	.00	.00	69,857.05	.00	69,857.05
256 WARREN COUNTY SOLID WASTE DIST	1,357,972.98	14,639.10	.00	9,982.31	.00	.00	1,362,629.77	412.11	1,363,041.88
257 OHIO PEACE OFFICER TRAINING	55,504.00	.00	.00	.00	.00	.00	55,504.00	.00	55,504.00
258 WORKFORCE INVESTMENT ACT FUND	57,601.95	73,943.64	.00	74,066.02	.00	.00	57,479.57	23,289.32	80,768.89
259 JTPA	1,675.19	.00	.00	.00	.00	.00	1,675.19	.00	1,675.19
260 OHIO WORKS INCENTIVE PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00	.00
261 PASS THROUGH GRANTS	.00	21,457.58	.00	21,457.58	.00	.00	.00	.00	.00
262 COMMUNITY CORRECTIONS MONITORI	59,521.92	39,211.25	173.80CR	26,587.79	.00	.00	71,972.30	120.00	72,100.30
263 CHLD SUPPORT ENFORCEMENT	492,511.91	116,857.33	.00	253,857.15	.00	.00	356,312.09	3,991.28	360,303.37
264 EMERGENCY MANAGEMENT AGENCY	88,702.02	33,764.28	.00	15,805.33	.00	.00	107,460.97	860.00	108,320.97
265 COMMUNITY DEVELOPMENT	360,118.69	.00	.00	34,781.01	.00	.00	325,417.68	30.00	325,447.68
266 COMM DEV-ENT ZONE MONITOR FEES	98,063.00	.00	.00	.00	.00	.00	98,063.00	.00	98,063.00
267 LDCD FOUNDATION GRANT	.00	.00	.00	.00	.00	.00	.00	.00	.00
268 INDIGENT GUARDIANSHIP FUND	166,528.68	1,430.00	.00	152.18	.00	.00	167,806.50	.00	167,806.50
269 INDIGENT DRIVER ALCOHOL TREATM	278,395.12	14,106.15	.00	.00	.00	.00	292,501.27	.00	292,501.27
270 JUVENILE TREATMENT CENTER	312,997.58	254,389.47	.00	108,483.80	.00	.00	458,903.25	.00	458,903.25
271 DTAC-PROSECUTOR DRC 321.261	390,960.97	.00	.00	24,465.85	.00	.00	366,495.12	6.00	366,501.12
273 CHILDREN SERVICES	1,953,588.13	1,725,699.05	.00	825,758.22	.00	.00	3,053,528.96	145,042.25	3,198,571.21
274 COUNTY COURT COMPUTER DRC 1907	38,683.10	2,516.00	.00	499.80	.00	.00	40,699.30	.00	40,699.30
275 COUNTY COURT CLERK COMPUTER DR	44,927.97	5,900.95	.00	.00	.00	.00	50,828.92	.00	50,828.92
276 PROBATE COURT COMPUTER DRC 210	62,263.76	519.00	.00	.00	.00	.00	62,782.76	.00	62,782.76
277 PROBATE COURT CLERK COMPUTER D	229,436.23	1,730.00	.00	.00	.00	.00	231,166.23	.00	231,166.23
278 JUVENILE COURT CLERK COMPUTER	123,673.04	1,810.00	.00	2,266.26	.00	.00	123,216.78	.00	123,216.78

FUND NAME	PREVIOUS DAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/DUT	CURRENT DAL.	WARRANTS OUT	TREASURER'S DAL.
277 JUVENILE COURT COMPUTER DR	22,123.64	537.00	.00	.00	.00	.00	22,660.64	.00	22,660.64
280 COMMON PLEAS COURT COMPUTER DR	32,114.37	1,833.00	.00	.00	.00	.00	33,947.37	.00	33,947.37
281 DOMESTIC REL COURT COMPUTER DR	13,705.91	192.00	.00	181.52	.00	.00	13,716.39	.00	13,716.39
282 CLERK OF COURTS COMPUTER 2303.	274,467.79	6,405.00	.00	.00	.00	.00	280,872.79	.00	280,872.79
283 COUNTY COURT SPECIAL PROJECTS	1,068,136.90	35,129.48	.00	14,699.31	.00	.00	1,088,567.07	28.97	1,088,596.04
284 COGNITIVE INTERVENTION PROGRAM	229,515.97	15,915.00	.00	1,155.45	.00	.00	244,275.52	.00	244,275.52
285 CONCEALED HANDGUN LICENSE	627,370.38	11,875.00	.00	5,870.33	.00	.00	633,389.05	.00	633,389.05
286 SHERIFF-DRUG LAW ENFORCEMENT	58,343.36	392.00	.00	7,810.35	.00	.00	51,725.01	922.10	52,647.11
287 SHERIFF-LAW ENFORCEMENT TRUST	101,112.27	135.00	.00	.00	.00	.00	101,247.27	.00	101,247.27
288 COMM-BASED CORRECTIONS DONATIO	4,000.00	.00	.00	.00	.00	.00	4,000.00	.00	4,000.00
289 COMMUNITY-BASED CORRECTIONS	1,716,416.16	.00	.00	104,137.11	.00	.00	1,532,279.05	11,921.52	1,544,200.57
290 HAZ MAT EMERG PLAN SPEC FUND	1.28	.00	.00	.00	.00	.00	1.28	.00	1.28
291 SHERIFF-D.A.R.E. PROGRAM	2,723.53	.00	.00	.00	.00	.00	2,723.53	.00	2,723.53
292 TRAFFIC SAFETY PROGRAM-SHERIFF	18,576.07	3,613.58	.00	3,648.93	296.88CR	.00	18,837.60	.00	18,837.60
293 SHERIFF GRANTS	6,662.00	25.00	.00	.00	.00	.00	6,687.00	.00	6,687.00
294 SHERIFF DANE LAW ENFORCEMENT G	91,860.60	.00	.00	.00	.00	.00	91,860.60	.00	91,860.60
295 TACTICAL RESPONSE UNIT	4,147.90	.00	.00	637.70	.00	.00	3,510.20	637.70	4,147.90
296 COMP.REHAB-DOWNPAYMENT ASST-CD	44,402.69	52.44	.00	.00	.00	.00	44,455.13	.00	44,455.13
297 ENFORCEMENT & EDUCATION 4511.19	87,395.03	881.00	.00	.00	.00	.00	88,276.03	.00	88,276.03
298 REHAB. INC. FUNDS	86,913.68	.00	.00	.00	.00	.00	86,913.68	.00	86,913.68
299 COUNTY TRANSIT	1,499,157.27	13,023.90	.00	70,498.68	.00	.00	1,441,682.49	19.41	1,441,701.90
327 BOND RETIREMENT SPECIAL ASSESS	920,245.69	7,787.16	.00	.00	.00	.00	928,032.85	.00	928,032.85
360 STATE OPWC LOAN	56,357.85	.00	.00	.00	.00	.00	56,357.85	.00	56,357.85
368 2013 RADIO SYSTEM BONDS	860,753.13	.00	.00	.00	.00	.00	860,753.13	.00	860,753.13
384 TAX INCREMENT FINANCING - P&G	3,056,260.82	.00	.00	72,266.04	.00	.00	2,983,994.78	.00	2,983,994.78
393 2009 RID BOND GREENS OF DUNWEL	2,380,580.33	.00	.00	.00	.00	.00	2,380,580.33	.00	2,380,580.33
401 COUNTY WIDE FINANCIAL SOFTWARE	713,309.08	.00	.00	20,637.50	.00	.00	692,671.58	.00	692,671.58
430 DEFAULTED SUBDIVISION SPEC ASN	399,158.40	.00	.00	.00	.00	.00	399,158.40	.00	399,158.40
433 HIGHLAND RD BRIDGE REHAB	117,536.00	134,267.01	.00	167,833.76	.00	.00	83,969.25	.00	83,969.25
435 STRUBT RD BRIDGE 207-0.02	47,080.00	.00	.00	.00	.00	.00	47,080.00	.00	47,080.00
436 ZBAR RD IMPROVEMENT PROJECT	7,885.00	106,472.05	.00	.00	.00	.00	114,357.05	.00	114,357.05
437 KING AVE BRIDGE PROJECT	.00	.00	.00	.00	.00	.00	.00	.00	.00
439 VARIOUS WATER ASSESSMENT PROJE	.00	.00	.00	.00	.00	.00	.00	.00	.00
449 VARIOUS SEWER ASSESSMENT PROJE	98,479.58	6,154.98	.00	.00	.00	.00	104,634.56	.00	104,634.56
450 ESTATES OF KEEVER CREEK ROAD P	11,825.00	.00	.00	.00	.00	.00	11,825.00	.00	11,825.00
453 OLD 122 & TWP LINE RD ROUNDABO	64,128.80	.00	.00	1,478.48	.00	.00	62,650.32	.00	62,650.32
454 FIELDS-ERTEL ROAD IMPROV PROJ	9,265.01	.00	.00	.00	.00	.00	9,265.01	.00	9,265.01
455 PHASE II ROAD RESURFACING	610,470.83	.00	.00	610,470.83	.00	.00	.00	.00	.00
463 FIELDS-ERTEL AND COLUMBIA ROAD	471,017.56	145,539.66	.00	89,562.60	.00	.00	526,994.62	.00	526,994.62
467 COUNTY CONST PROJECTS	3,288,717.86	.00	.00	30,708.85	.00	.00	3,258,009.01	25,417.10	3,283,426.11
479 AIRPORT CONSTRUCTION	1,163,075.50	.00	.00	8,788.97	.00	.00	1,154,286.53	923.50	1,155,210.03
484 P&G TIF ROAD CONSTRUCTION	.00	.00	.00	.00	.00	.00	.00	.00	.00
485 MIAMI VALLEY GAMING TIF	1,517,786.53	1,962,031.50	.00	2,635,295.59	.00	.00	844,522.44	.00	844,522.44
489 TOWNE CENTER BLVD EXTENSION	74,642.00	.00	.00	.00	.00	.00	74,642.00	.00	74,642.00
492 COMMUNICATION PROJECTS	2,060,609.41	93,008.14	.00	72,071.97	.00	.00	2,081,545.58	35,132.00	2,116,677.58
493 REDEVELOPMENT TAX EQUIVALENT F	275,631.60	.00	.00	.00	.00	.00	275,631.60	.00	275,631.60
494 COURTS BUILDING	1,821,240.77	.00	.00	20,613.91	.00	.00	1,800,626.86	865.91	1,801,500.77
496 JUVENILE DETENTION ADDITION &	368,552.50	.00	.00	58,100.00	.00	.00	310,452.50	.00	310,452.50
497 JAIL CONSTRUCTION & REHAB	4,185,000.00	.00	.00	8,571.25	.00	.00	4,176,428.75	4,146.25	4,180,575.00
498 COUNTY FAIRGROUNDS CONSTRUCTIO	405,437.18	139,100.00	.00	29,064.93	.00	.00	515,472.25	.00	515,472.25
499 JUVENILE/PRIDATE COURT EXPANSI	2,500,000.00	.00	.00	.00	.00	.00	2,500,000.00	.00	2,500,000.00
510 WATER REVENUE	19,115,347.71	1,677,363.32	7,671.19CR	1,215,466.42	.00	.00	19,569,573.42	735,542.13	20,305,115.55
574 LOWER LITTLE MIAMI WASTEWATER	.00	.00	.00	.00	.00	.00	.00	.00	.00
575 SEWER CONST PROJECTS (REVENUE)	962,690.09	.00	.00	252,987.41	.00	.00	709,702.68	126,954.71	836,657.39



FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS DUT	TREASURER'S BAL.
580 SEWER REVENUE	24,586,219.69	1,451,475.12	.00	707,276.38	.00	.00	25,330,418.43	285,058.78	25,615,477.21
581 SEWER IMPROV-WARREN CO VOCATIO	150,300.63	.00	.00	.00	.00	.00	150,300.63	.00	150,300.63
583 WATER CONST PROJECTS (REVENUE)	681,523.61	.00	.00	19,504.00	.00	.00	662,019.61	.00	662,019.61
590 STORM WATER TIER 1	236,429.37	.00	.00	13,081.13	.00	.00	223,348.24	.00	223,348.24
591 STORM WATER TIER 2	.00	.00	.00	.00	.00	.00	.00	.00	.00
592 STORM WATER TIER 3	.00	.00	.00	.00	.00	.00	.00	.00	.00
619 VEHICLE MAINTENANCE ROTARY	368,311.23	83,242.93	.00	45,372.96	.00	.00	356,181.20	12,201.76	368,382.96
630 SHERIFF'S POLICING REVOLV.FUND	823,137.70	173,499.29	.00	306,521.36	.00	.00	690,115.63	.00	690,115.63
631 COMMUNICATIONS ROTARY	202,654.29	6,154.45	.00	3,190.07	.00	.00	205,617.87	1,890.00	207,507.87
632 HEALTH INSURANCE	5,159,277.42	848,840.81	.00	986,493.71	.00	.00	5,021,624.52	101,232.97	5,122,857.49
635 WOODS SELF INSURANCE	.00	.00	.00	.00	.00	.00	.00	730.00	730.00
636 WORKERS COMP SELF INSURANCE	1,499,587.07	.00	.00	36,643.37	.00	.00	1,462,943.70	688.12	1,463,631.82
637 PROPERTY & CASUALTY INSURANCE	1,014,466.30	.00	.00	.00	.00	.00	1,014,466.30	.00	1,014,466.30
650 GASOLINE ROTARY	183,111.68	50,453.54	.00	55,715.42	.00	.00	177,849.80	38,104.54	215,954.34
707 P. E. R. S. ROTARY	365,816.52	720,159.36	.00	1,083,248.82	.00	.00	2,727.06	357,936.63	360,663.69
708 TOWNSHIP FUND	.00	299,356.95	.00	299,356.95	.00	.00	.00	.00	.00
709 CORPORATION FUND	10,889.98	2,263,782.13	.00	2,273,678.29	.00	.00	993.82	.00	993.82
713 WATER-SEWER ROTARY FUND	142,037.81	3,376,890.41	112.73CR	3,261,421.06	.00	.00	257,394.43	48,016.39	325,410.82
714 PAYROLL ROTARY	428,073.77	5,051,264.48	.00	5,290,107.10	.00	.00	189,231.15	333,432.35	522,663.50
715 NON PARTICIPANT ROTARY	1,158.48	1,544.64	.00	1,158.48	.00	.00	1,544.64	1,158.48	2,703.12
716 SCHOOL	.00	10,865,500.00	.00	10,865,500.00	.00	.00	.00	.00	.00
717 UNDIVIDED GENERAL TAX	113,903,588.34	10,648,042.27	.00	13,069,476.05	.00	.00	111,482,154.56	75,458.73	111,557,613.29
718 TANGIBLE PERSONAL PROPERTY	300.00	300.00	.00	.00	.00	.00	600.00	.00	600.00
719 TRAILER (LIKE REAL ESTATE) TAX	30,664.44	4,935.55	.00	.00	.00	.00	35,599.99	.00	35,599.99
720 LOCAL GOVERNMENT FUND	.00	309,629.10	.00	309,629.10	.00	.00	.00	.00	.00
721 SPECIAL DISTRICTS	.00	.00	.00	.00	.00	.00	.00	.00	.00
722 CIGARETTE LICENSE TAX	207.88	.00	.00	.00	.00	.00	207.88	.00	207.88
723 GASOLINE TAX	.00	330,695.45	.00	330,695.45	.00	.00	.00	.00	.00
724 UNDIVIDED LOCAL GOVT. REV. ASSISTAN	.00	.00	.00	.00	.00	.00	.00	.00	.00
725 UNDIVIDED WIRELESS 911 GOV ASS	4,289.57	65,140.61	.00	4,289.57	.00	.00	65,140.61	.00	65,140.61
726 MOTOR VEHICLE LICENSE TAX	.00	714,474.02	.00	714,474.02	.00	.00	.00	.00	.00
727 HAM TWP 3MILL POLICE LOY REFDR	7,800.46	.00	.00	.00	.00	.00	7,800.46	.00	7,800.46
731 COUNTY LODGING TAX	93,346.48	497,796.15	.00	202,705.88	.00	.00	388,436.75	.00	388,436.75
734 REAL ESTATE ADVANCE PAYMENT	.00	.00	.00	.00	.00	.00	2,882.48	.00	2,882.48
740 TRAILER TAX	5,314.38	504.92	.00	.00	.00	.00	5,821.29	.00	5,821.29
741 LIFE INSURANCE	15,791.65	9,880.00	.00	9,846.30	.00	.00	15,825.35	.00	15,825.35
742 LIBRARIES	.00	343,234.08	.00	343,234.08	.00	.00	.00	.00	.00
744 ARNCO PARK TOURNAMENT FEES	.00	.00	.00	.00	.00	.00	.00	.00	.00
745 STATE	3,403.74	2,608.77	1.00CR	3,574.20	.00	.00	2,437.31	1.00	2,438.31
746 MIAMI CONSERVANCY DISTRICT FUN	18,051.40	.00	.00	.00	.00	.00	18,051.40	.00	18,051.40
747 ADVANCE ESTATE TAX	4,131.33	.00	.00	.00	.00	.00	4,131.33	.00	4,131.33
751 UNDIVIDED INTEREST	151,801.23	318,812.24	1,143.77CR	151,801.23	.00	.00	317,668.47	.00	317,668.47
754 UNID ELECTIONS COMMISSION FUND	.00	2,235.00	20.00CR	2,215.00	.00	.00	.00	2,215.00	2,215.00
755 BO OF ELECTIONS RECOUNT OTC 35	.00	.00	.00	.00	.00	.00	.00	.00	.00
756 SEWER ROTARY	93,942.38	29,682.50	.00	83,811.38	.00	.00	39,813.50	2,700.00	42,513.50
758 KIA PASS THROUGH TO BUYLER/CLE	.00	257,192.55	.00	251,692.55	.00	.00	5,500.00	.00	5,500.00
761 OUTSIDE ENTITY FLOWTHRU	.00	.00	.00	.00	.00	.00	.00	.00	.00
765 RECORDER'S ESCROW FUND	19,369.60	2,489.75	489.25CR	1,977.05	.00	.00	19,393.05	.00	19,393.05
766 ESCROW ROTARY	988,098.02	.00	.00	79,335.27	.00	.00	908,762.75	.00	908,762.75
767 UNIDENTIFIED DEPOSITS	17,374.77	38,013.86	.00	2,743.64	.00	.00	52,644.99	466.20	53,111.19
773 SEX OFFENDER REGISTRATION FEE	.00	.00	.00	.00	.00	.00	.00	.00	.00
774 ARSON OFFENDER REGISTRATION FE	.00	.00	.00	.00	.00	.00	.00	.00	.00
775 UNDIVIDED SHERIFF WED CHECK FE	17,145.00	13,803.00	.00	11,249.00	.00	.00	19,779.00	.00	19,779.00
776 UNDIVIDED EVIDENCE SHERIFF	27,768.43	.00	.00	1,104.13	.00	.00	26,664.30	1,298.00	27,962.30

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FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/DUT	CURRENT BAL.	WARRANTS OUT	TREASURER'S BAL.
777 UNDIVIDED FEDERAL & STATE FDRF	21,704.71	.00	.00	.00	.00	.00	21,704.71	.00	21,704.71
778 COURT ORDERED SHERIFF SALES	1,044,789.95	1,940,725.52	.00	2,985,440.71	119,022.38CR	.00	119,097.14	1,871,995.54	1,991,092.60
779 UNDIVIDED DRUG TASK FORCE SEIZ	95,118.22	.00	.00	.00	.00	.00	95,118.22	.00	95,118.22
780 COMM PLEAS-NOTARY PUBLIC FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
781 REFUNDABLE DEPOSITS	457,219.25	23,393.05	.00	25,317.84	.00	.00	457,294.46	3,315.72	460,610.18
782 SHERIFF - LOST/ABANDONED PROPE	354.34	.00	.00	.00	.00	.00	354.34	.00	354.34
785 MASSIE WAYNE CAPACITY FEES	6,000.00	6,000.00	.00	6,000.00	.00	.00	6,000.00	.00	6,000.00
786 PNT IN LIEU OF TAXES	.00	.00	.00	.00	.00	.00	.00	.00	.00
787 UNDIVIDED INCOME TAX-REAL PROP	1,135.92	93,417.69	.00	.00	.00	.00	94,553.61	.00	94,553.61
788 UNDIVIDED PUBLIC UTILITY DEREQ	.00	.00	.00	.00	.00	.00	.00	.00	.00
789 FORFEITED LAND	.00	.00	.00	.00	.00	.00	.00	.00	.00
790 FORFEITED LAND EXCESS SALE PRO	3,034.82	.00	.00	.00	.00	.00	3,034.82	.00	3,034.82
792 ZONING & OLDC BOND FUND	87,000.00	.00	400.00CR	10,600.00	.00	.00	76,800.00	7,400.00	83,400.00
793 HOUSING TRUST AUTHORITY	88,362.30	108,433.80	.00	.00	.00	.00	196,796.10	.00	196,796.10
795 UNDIVIDED INDIGENT FEES	.00	1,275.00	.00	1,275.00	.00	.00	.00	255.00	255.00
796 MUNICIPAL ORD VIOLATION INDICE	13,820.65	.00	143.54	1,296.67	.00	.00	12,667.52	116.00	12,783.52
797 NEW UNDIVIDED AUCTION PROCEEDS	.00	18,797.84	17.00CR	18,780.84	.00	.00	.00	4,998.70	4,998.70
798 OLD ZONING & OLDC BOND FUND	131,620.47	.00	.00	.00	.00	.00	131,620.47	.00	131,620.47
843 UNCLAIMED MONEY	547,327.94	.00	.00	.00	.00	.00	547,327.94	.00	547,327.94
855 CH. SERV. SCHEURER SMITH TRUST	43,609.59	.00	.00	.00	.00	.00	43,609.59	.00	43,609.59
911 WARREN CO.-HEALTH DISTRICT	5,722,228.61	128,282.91	870.00CR	363,742.33	39,077.19CR	.00	5,524,976.38	1,111.44	5,526,087.82
912 FOOD SERVICE	340,445.28	8,379.00	4.00CR	230.00	18,172.71	.00	330,417.57	4.00	330,421.57
915 PLUMBING BOND-HEALTH DEPT.	20,000.00	3,500.00	.00	1,500.00	.00	.00	22,000.00	500.00	22,500.00
916 STATE REGULATED SEWAGE PROGRAM	42,206.21	27,792.00	30.00CR	1,067.00	14,369.00	.00	54,532.21	30.00	54,562.21
925 WATER & SOIL CONSERVATION DIST	328,035.97	.00	.00	59,852.92	.00	.00	268,183.05	9,320.67	277,503.72
926 SOIL & WATER PERFORMANCE BONDS	.00	.00	.00	.00	.00	.00	.00	.00	.00
928 REGIONAL PLANNING	289,968.70	8,060.60	.00	36,239.53	.00	.00	271,789.77	595.56	272,385.33
938 WARREN COUNTY PARK DISTRICT	209,599.29	75,240.45	.00	70,566.49	.00	.00	214,273.25	46,316.39	260,589.64
944 ARNOLD PARK	716,995.42	129,169.49	1,200.00CR	115,154.71	.00	.00	729,810.20	14,731.66	744,541.86
953 WATER SYSTEM FUND	5,972.02	1,626.25	.00	1,372.92	.00	.00	6,225.35	.00	6,225.35
954 MENTAL HEALTH RECOVERY SERVICE	10,730,205.03	948,495.16	.00	648,290.65	.00	.00	11,030,409.54	353,417.57	11,383,827.11
961 HEALTH GRANT FUND	1,208,693.25	37,631.65	.00	24,492.35	.00	.00	1,221,832.55	.00	1,221,832.55
963 CAMPGROUNDS	1,546.16	54.00	.00	.00	150.57	.00	1,449.59	.00	1,449.59
976 HEALTH - SWIMMING POOL FUND	149,280.89	.00	.00	55.00	6,384.91	.00	142,840.98	.00	142,840.98
977 DRUG TASK FORCE CDS	604,135.41	22,692.58	.00	354,875.21	.00	.00	271,952.78	3,911.21	275,863.99
996 WARREN COUNTY FIRE RESPONSE AN	.00	.00	.00	.00	.00	.00	.00	.00	.00
<b>COLUMN TOTALS</b>	<b>335,546,606.69</b>	<b>56,496,247.14</b>	<b>14,707.60CR</b>	<b>62,184,843.91</b>	<b>119,198.38CR</b>	<b>.00</b>	<b>329,962,500.62</b>	<b>5,344,310.94</b>	

OUTSTANDING WARRANTS . . . . . 5,344,310.94  
TOTAL FOR FUNDS . . . . . 335,306,011.56  
COUNTY TREASURY . . . . . 210,731.41  
COUNTY DEPOSITORIES . . . . . 335,094,080.15  
COUNTY TOTAL . . . . . 335,306,811.56

AUDITOR'S OFFICE, WARREN COUNTY, OHIO

IT IS HEREBY CERTIFIED, that the foregoing is a true and accurate statement for the August 2017, FINANCES OF WARREN COUNTY, OHIO showing the balance on hand in each fund and account at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

# Resolution

Number 17-1409

Adopted Date September 12, 2017

## ACKNOWLEDGE PAYMENT OF BILLS

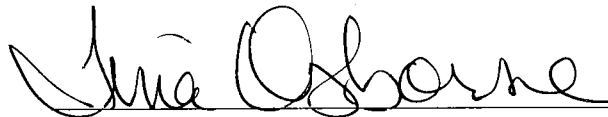
BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #09/07/2017 001, #09/07/2017 002, #09/07/2017 003, #09/07/2017 004, #09/07/2017 005, #09/07/2017 006, #09/07/2017 007, and #09/07/2017 008; said batches are attached hereto and made a part hereof.

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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

# Resolution

Number 17-1410

Adopted Date September 12, 2017

AMEND RESOLUTION NUMBER 16-1748 RELATIVE TO THE PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH THE DREES COMPANY FOR THE LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "A"

WHEREAS, pursuant to Resolution Number 16-1748, this Board entered into a Subdivision Public Improvement Performance and Maintenance Security Agreement with the Drees Company for water and sewer improvements at the Legacy at Elliott Farm, Section 1, Block "A" in Deerfield Township; and

WHEREAS, it has been determined that the correct amount of the security identified in the agreement is \$385,616.40; and

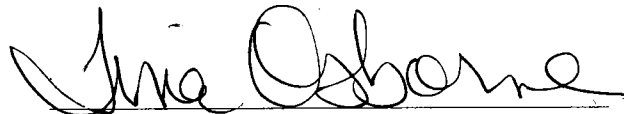
NOW THEREFORE BE IT RESOLVED, to amend Resolution Number 16-1748 adopted November 8, 2016 to correctly identify the security value as \$385,616.40.

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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: The Drees Company, ATTN: Land Development Group, 211 Grandview Dr, Ft. Mitchell, KY 41017  
Water & Sewer (file)  
Bond Agreement file

# Resolution

Number 17-1411

Adopted Date September 12, 2017

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT REDUCTION WITH THE DREES COMPANY FOR THE LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "A" IN DEERFIELD TOWNSHIP

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

## BOND REDUCTION

Bond Number	:	16-016 (W/S)
Development	:	Legacy at Elliott Farm, Section 1, Block "A"
Developer	:	The Drees Company
Township	:	Deerfield Township
Reduction Amount	:	\$355,953.60
Surety Company	:	Liberty Mutual Insurance Company (014070607)

BE IT FURTHER RESOLVED, that the original amount of bond was \$385,616.40 and the new required bond amount is \$29,662.80; and

BE IT FURTHER RESOLVED, that the Drees Company completed the improvements and that Warren County tentatively accepted the improvements on December 16, 2016, and

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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: The Drees Company, ATTN: Land Development Group, 211 Grandview Dr, Ft. Mitchell, KY 41017  
Liberty Mutual Insurance Co., 8044 Montgomery Rd, Suite 150E, Cincinnati, OH 45236  
Water/Sewer (file)  
Bond Agreement File

# Resolution

Number 17-1412

Adopted Date September 12, 2017

APPROVE BOND RELEASE FOR FRANKLIN DOHP, LLC FOR COMPLETION OF IMPROVEMENTS IN DOLLAR GENERAL SITUATED IN FRANKLIN 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	:	Dollar General
Developer	:	Franklin DOHP, LLC
Township	:	Franklin
Amount	:	\$27,627.60
Surety Company	:	First Tennessee – Ck #873208293

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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer  
E. Hartmann  
Soil & Water (file)  
Bond Agreement file

# Resolution

Number 17-1413

Adopted Date September 12, 2017

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT REDUCTION WITH SF DUKE, LLC DBA VINTAGE OAKS FOR VINTAGE OAKS SUBDIVISION SITUATED IN DEERFIELD TOWNSHIP

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

## BOND REDUCTION

Bond Number	:	16-011 (W/S)
Development	:	Vintage Oaks
Developer	:	SF Duke, LLC dba Vintage Oaks
Township	:	Deerfield Township
Reduction Amount	:	\$584,394.50
Surety Company	:	Old Fort Banking Company (101324005-1)

BE IT FURTHER RESOLVED, that the original amount of bond was \$633,094.00 and the new required bond amount is \$48,699.50; and

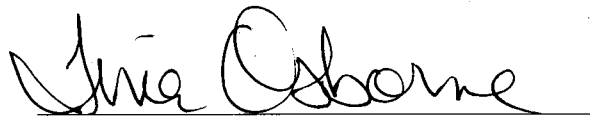
BE IT FURTHER RESOLVED, that SF Duke, LLC dba Vintage Oaks completed the improvements and that Warren County tentatively accepted the improvements on October 18, 2016, and

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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

CAW

cc: SF Duke, LLC dba Vintage Oaks, ATTN: Michael D. Gates, PO Box 957, Mason, OH 45040  
Old Fort Banking Company, 8034 Main Street, Old Fort, OH 44861  
Water/Sewer (file)  
Bond Agreement File

# Resolution

Number 17-1414

Adopted Date September 12, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR HIGHLANDS ONE, LLC FOR COMPLETION OF IMPROVEMENTS IN HIGHLANDS AT HERITAGE HILL, PHASE 2 SITUATED IN UNION TOWNSHIP

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

## EROSION CONTROL PERFORMANCE BOND AGREEMENT


Bond Number	:	N/A
Development	:	Highlands at Heritage Hill, Phase 2
Developer	:	Highlands One, LLC
Township	:	Union
Amount	:	\$25,481.63
Surety Company	:	Cashier's Check- 5/3 Bank #28543647

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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer  
E. Hartmann  
Soil & Water (file)  
Bond Agreement file



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

**EROSION & SEDIMENT CONTROL**

Security Agreement No.

\_\_\_\_\_

This Agreement made and concluded at Lebanon, Ohio, by and between Highlands ONE LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and NO SURETY (Cash Bond) (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Highlands at Heritage Hill Subdivision, Section/Phase 2 (3) (hereinafter the "Subdivision") situated in Union (4) Township, Warren County, Ohio, in accordance with the Warren County Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$ 19,601.25 and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$ 19,601.25; and,

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

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

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$ 25,481.63 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the District Administrator of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$ 3,920.25 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

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

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

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

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

A. To the County Commissioners:

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

B. To the District Administrator:

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

C. To the Developer:

Highland ONE, LLC

4234 MASON POINT DR.

State # 100

Mason OH, 45040

Ph. ( 513 ) 659 - 2200

D. To the Surety:

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. ( ) -~~

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

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

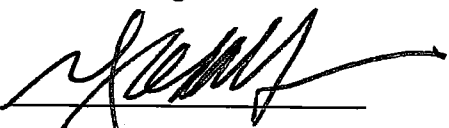
- Certified check or cashier's check (attached) (CHECK # 28543647  
1056)
- Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)
- Original Escrow Letter (attached)
- Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).
- Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
  
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

**DEVELOPER:**

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

SIGNATURE:   
 PRINTED NAME: Mike Williams  
 TITLE: MANNA Member  
 DATE: 7/27/17

**SURETY:**

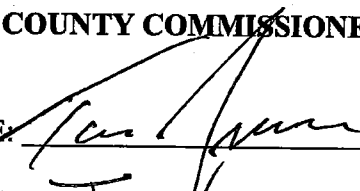
Pursuant to an instrument authorizing the undersigned to execute this agreement.

~~SIGNATURE: \_\_\_\_\_  
 PRINTED NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_~~

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

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1414, dated 9/12/17.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

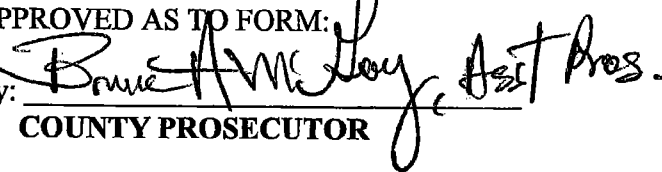
PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/12/17

RECOMMENDED BY:

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

APPROVED AS TO FORM:  
By:   
**COUNTY PROSECUTOR**

Key:

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

Save this Copy  
for your records.



28543647

CASHIER'S CHECK - Customer Receipt

August 28, 2017

Pay to the  
Order of: WARREN COUNTY REGIONAL PLANNING COMMISSION\*\*\*

\$\*\*\*\*\*25,481.63

Amount: TWENTY FIVE THOUSAND FOUR HUNDRED EIGHTY ONE 63/100 US DOLLARS

Memo: EROSION CONTROL BOND PHASE II  
Purchased by: MIKE WILLIAMS  
Transaction #: 808707817  
Cost Center: 0424  
Method of Purchase: Transfer

NON-NEGOTIABLE

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM



73-119  
421

28543647

FIFTH THIRD BANK

CASHIER'S CHECK

August 28, 2017

Pay to the  
Order of: WARREN COUNTY REGIONAL PLANNING COMMISSION\*\*\*

\$\*\*\*\*\*25,481.63

Amount: TWENTY FIVE THOUSAND FOUR HUNDRED EIGHTY ONE 63/100 US DOLLARS

Drawn on: Fifth Third Bank, Kentucky, Inc      Transaction Number: 808707817  
Lexington, KY      Cost Center: 0424

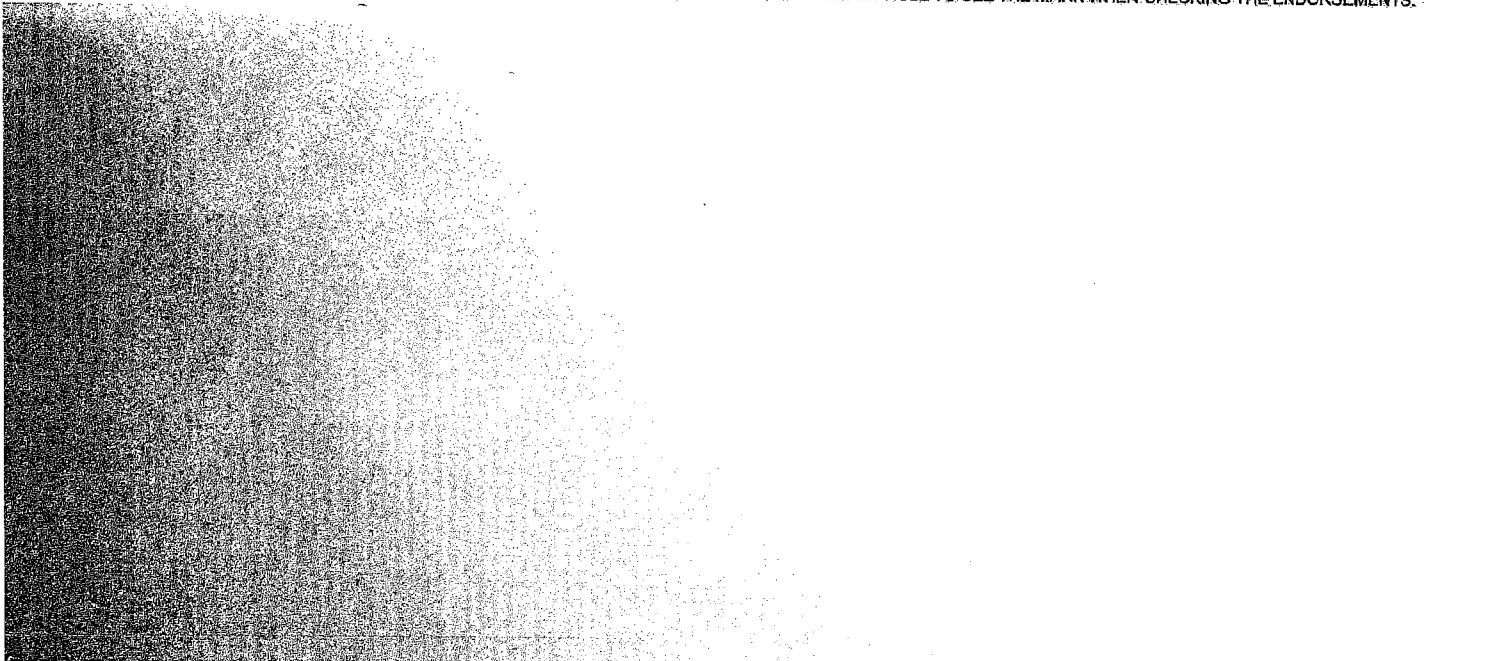
Memo: EROSION CONTROL BOND PHASE II  
Purchased by: MIKE WILLIAMS

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

Authorized Signature

⑈ 28543647 ⑈ ⑆ 042101190 ⑆ 0082509854 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.





# Resolution

Number 17-1415

Adopted Date September 12, 2017

APPROVE THE FOLLOWING RECORD PLATS

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

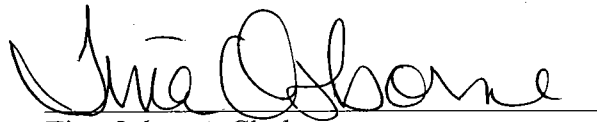
- Meijer Subdivision, Section 2 – Deerfield Township

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

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

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 17-1416

Adopted Date September 12, 2017

## APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

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

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

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

\$76,279.24	from	#205-6710-478	(BDD – Contract Services)
\$12,401.69	from	#218-5401-400	(BDD – Purchased Services)
\$ 60.09	from	#258-5800-400	(OhioMeansJobs – Purchased Services)

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

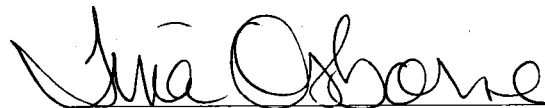
Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Board of Developmental Disabilities (file)  
OhioMeansJobs (file)  
OMB

# Resolution

Number 17-1417

Adopted Date September 12, 2017

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

BE IT RESOLVED, to approve the following supplemental appropriation:

\$30,000.00            into    289-1225-850            (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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas (file)  
Community Corrections (file)  
OMB

# Resolution

Number 17-1418

Adopted Date September 12, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO THE BOND RETIREMENT  
SPECIAL ASSESSMENT FUND 327

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 1,750.00 into #327-3202-512 (Principal)

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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)   
Supplemental App. file  
OMB

# Resolution

Number 17-1419

Adopted Date September 12, 2017

APPROVE A SUPPLEMENTAL APPROPRIATION INTO FUND #484 (P & G TIF)

WHEREAS, a supplemental appropriation is necessary for Fund 484 for the Board of County Commissioners' Contribution for the second half of 2017; and

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

\$1,748,731.78          into          #484-3120-910          (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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor RY  
Supplemental App. file  
Engineer (file)  
OMB

# Resolution

Number 17-1420

Adopted Date September 12, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROBATE COURT FUND #101 – 1250 AND FROM JUVENILE COURT FUND #101-2600 INTO JUVENILE DETENTION FUND #101-1240

BE IT RESOLVED, to approve the following appropriation adjustments:

\$9,500.00	from #101-1250-820	(Health Insurance)
	into #101-1250-102	(Regular Salaries)
\$ 800.00	from #101-1250-210	(Office Supplies - General)
	into #101-1250-111	(Part Time Employees)
\$ 400.00	from #101-1250-210	(Office Supplies - General)
	into #101-1250-811	(PERS)
\$50,000.00	from #101-2600-102	(Regular Salaries)
	into #101-1240-415	(Attorneys - Indigent)
\$10,000.00	from #101-2600-820	(Health Insurance)
	into #101-1240-415	(Attorneys – Indigent)


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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 17-1421

Adopted Date September 12, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS #101-2200, 101-2210, 101-2211, AND #630

BE IT RESOLVED, to approve the following appropriation adjustments:

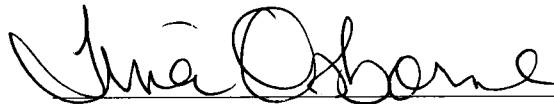
\$15,000.00	from #101-2200-210 (Office Supplies)
	into #101-2200-400 (Purchased Services)
\$90,000.00	from #101-2200-820 (Health Insurance)
	into #101-2200-114 (Overtime)
\$26,000.00	from #101-2200-115 (Holiday)
	into #101-2200-102 (Regular Salaries)
\$51,000.00	from #101-2210-820 (Health Insurance)
	into #101-2210-114 (Overtime)
\$2,600.00	from #101-2211-102 (Regular Salaries)
	into #101-2211-114 (Overtime)
\$100.00	from #630-2251-820 (Health Insurance)
	into #630-2251-860 (Life Insurance)
\$1,000.00	from #630-2258-115 (Holiday)
	into #630-2258-102 (Regular Salaries)
\$1,300.00	from #630-2259-102 (Regular Salaries)
	into #630-2259-820 (Health Insurance)
\$600.00	from #630-2260-114 (Overtime)
	into #630-2260-102 (Regular Salaries)


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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 17-1422

Adopted Date September 12, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COUNTY FAIRGROUNDS  
CONSTRUCTION FUND #498

BE IT RESOLVED, to approve the following appropriation adjustments:


\$169.73	from #498-3740-334	(Commissioners – Rehab & Maintenance)
	into #498-3740-320	(Commissioners – Cap. Purchases 10,000 & over)
\$266,057.27	from #498-3740-334	(Commissioners – Rehab & Maintenance)
	into #498-3740-300	(Commissioners – Capital Outlay)


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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Fairgrounds (file)  
OMB



# Resolution

Number 17-1423

Adopted Date September 12, 2017

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

BE IT RESOLVED, to approve the following appropriation adjustment:

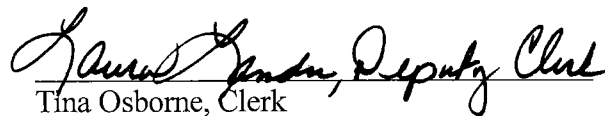
\$879.00      from    #101-2300-830      (Workers' Comp)  
                 into    #101-2300-317      (Capital Purchases under \$10,000)


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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 17-1424

Adopted Date September 12, 2017

## AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #09/12/2017 001, #09/12/2017 002, #09/12/2017 003, #09/12/2017 004, #09/12/2017 005, and #09/12/2017 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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 

# Resolution

Number 17-1425

Adopted Date September 12, 2017

APPROVE REZONING APPLICATION INITIATED BY THE RURAL ZONING COMMISSION (CASE #2017-04), TO REZONE APPROXIMATELY 1.023 ACRES FROM AGRICULTURE ZONE "A1" TO SINGLE FAMILY RESIDENTIAL "R1B" IN TURTLECREEK TOWNSHIP

WHEREAS, this Board met this 12<sup>th</sup> day of September 2017, in the Commissioners' Meeting Room, for the public hearing to consider the rezoning application initiated by the Rural Zoning Commission, Mark Mann, owner of record (Case #2017-04), to rezone approximately 1.023 (Parcel Numbers 0931435010) located at 1435 Drake Road in Turtlecreek Township from Agricultural Zone "A1" to Single Family Residential "R1B"; and

WHEREAS, this Board considered the recommendation of the Regional Planning Commission and the decision of the Rural Zoning Commission and all those present desiring to speak in favor of or in opposition to said rezoning application; and

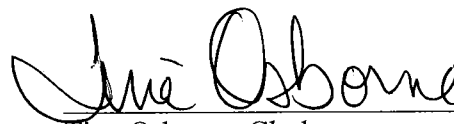
NOW THEREFORE BE IT RESOLVED, to approve consider the rezoning application initiated by the Rural Zoning Commission, Mark Mann, owner of record (Case #2017-04), to rezone approximately 1.023 (Parcel Numbers 0931435010) located at 1435 Drake Road in Turtlecreek Township from Agricultural Zone "A1" to Single Family Residential "R1B".

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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Property Owner  
Township Trustees

# Resolution

Number 17-1426

Adopted Date September 12, 2017

APPROVE AMENDMENT TO THE AGREEMENT RELATIVE TO ADMINISTRATIVE FUNCTIONS BETWEEN THIS BOARD AND THE COUNCIL ON AGING OF SOUTHWESTERN OHIO AND APPROVE REVISED SERVICE SPECIFICATIONS AS REQUIRED BY SAID AGREEMENT

BE IT RESOLVED, to approve an amendments to the agreement for Administrative functions between this Board and the Council on Aging of Southwestern Ohio relative to the addition of Consumer Directed Care services; copy of said amendment is attached hereto and made a part hereof; and

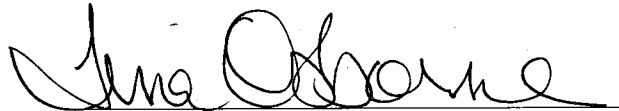
BE IT FURTHER RESOLVED, pursuant to Section 4 (A) of said agreement, to approve the revised service specification for home care services; said revised specifications attached hereto and made a part hereof.

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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Council on Aging of Southwestern Ohio (file)  
Elderly Services (file)

**AMENDMENT TO AGREEMENT BETWEEN  
THE WARREN COUNTY BOARD OF COMMISSIONERS AND  
COUNCIL ON AGING OF SOUTHWESTERN OHIO**

The Warren County Board of Commissioners, who address is 406 Justice Drive, Lebanon, Ohio (hereinafter "County"), and Council on Aging of Southwestern Ohio, an Ohio corporation for non-profit, whose address is 175 Tri County Parkway, Cincinnati, Ohio 45246 (hereinafter "Council") hereby amend their Agreement entered into on September 8, 2015, and authorized by County by Resolution No. 15-1379, on the date stated below, and as follows,

WHEREAS, the Warren County Board of Commissioners and Council on Aging of Southwestern Ohio entered into the aforementioned agreement for the purpose of Council on Aging of Southwestern Ohio providing administration functions – quality assurance, co-payment billing, technical assistance and the paying of provider bills relative to the 1.21 mill Senior Citizen Services Levy approved by the electors in November, 2011; and

WHEREAS, paragraph 2 (B) of said agreement states:

The Administrator shall create and maintain, through the use of Levy funds, a program of services for the senior citizen (elderly) residents of Warren County, including the following: personal care, homemaker, home delivered meals, respite care services (for caregivers), independent living assistance, intake and assistance, and case management, adult day services, adult day services transportation, electronic monitoring systems, home repair/accessibility, environmental services and medical transportation.

WHEREAS, the County and Council desire to amend said agreement to add Consumer Directed Care to the services provided; and

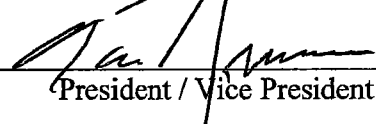
NOW THEREFORE the County and Council agree to amend paragraph 2 (B) of the agreement as follows:

The Administrator shall create and maintain, through the use of Levy funds, a program of services for the senior citizen (elderly) residents of Warren County, including the following: consumer directed care services, personal care, homemaker, home delivered meals, respite care services (for caregivers), independent living assistance, intake and assistance, and case management, adult day services, adult day services transportation, electronic monitoring systems, home repair/accessibility, environmental services and medical transportation.

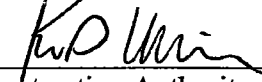
All other terms and conditions of the Agreement shall remain in control and full effect as written or subsequently amended.

In witness hereof the parties have executed this Amendment effective as of the last date signed below,


**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY**

  
\_\_\_\_\_  
President / Vice President      Date: 9/12/17

**COUNCIL ON AGING  
OF SOUTHWESTERN OHIO**

  
\_\_\_\_\_  
Contracting Authority      Date: 9/12/17

APPROVED AS TO FORM:  
DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

  
\_\_\_\_\_  
By: Adam Nice  
Assistant Prosecutor

**ELDERLY SERVICES PROGRAM  
CONSUMER DIRECTED CARE SERVICE SPECIFICATIONS**

Table of Contents

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Homemaker Services .....	6
Independent Living Assistance .....	8
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## **CONDITIONS OF PARTICIPATION**

- 1.1 Employee Requirements Prior to Service Initiation
  - 1.2 The employee must deliver services in compliance with Service Specification(s) and in accordance with the plan designed and authorized by the Care Manager and client
  - 1.3 The employee must comply with all contract requirements, Conditions of Participation, relevant Service Specification(s) and Council on Aging of Southwestern Ohio (COA) monitoring/reporting requirements
  - 1.4 The employee may be friends, neighbors and family members. The legal guardian, POA, decision maker (Authorized Representative) or spouse of the client cannot serve as the employee.
  - 1.5 The employee shall be at least 18 years of age, shall be a United States citizen and shall possess a valid social security number.
  - 1.6 The employee must submit to the client proof of vehicle insurance that meets the state minimum requirements and have a valid driver's license if transporting the client at any time.
  - 1.7 The employee shall successfully complete a criminal background check that is conducted by HR Profile Employment Screening.
  - 1.8 The employee shall enter into a written agreement with the client for the agreed upon tasks.
  - 1.9 The employee shall not use or disclose any information concerning a client for any purpose not directly connected with the provision of services, except with the written consent of the client or authorized representative.
  - 1.10 The employee shall maintain client signed and dated documentation that clearly specifies the nature of service delivered.
  - 1.11 The employee shall cooperate in quality improvement activities that may include:
    - a. Maintaining all records involving client's care until audited by COA or its designee.
    - b. Making all requested information available at the time of quality improvement reviews.
    - c. Be available to answer questions.
  - 1.12 The employee will accept, on an ongoing basis from the client, changes in the frequency and duration of service tasks to be performed for the client.



- 1.13 The employee will submit written notification to the client and the care manager at least thirty (30) days prior to the last date of service if terminating the provision of home care services. (This notification is not required when the client is hospitalized, is subject to unexpected or emergency placement in a long-term care facility, or expires.)
- 1.14 Failure to meet any of the requirements of this rule may lead to the termination of the agreement and an ESP Consumer Directed Care provider.

## **PERSONAL CARE SERVICES**

### **1.0 OBJECTIVE**

Personal Care (PC) Service enables a client to achieve optimal function with Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL).

### **2.0 SERVICE HOURS**

- 2.1 The number of hours authorized on each service day may vary from one to several hours. Additional hours needed will require prior authorization by the care manager.
- 2.2 The hourly rate includes travel and documentation costs.

### **3.0 EMPLOYEE REQUIREMENTS**

- 3.1 The employee shall be at least 18 years of age, shall be a United States citizen and shall possess a valid social security number.
- 3.2 The Employee has the capability of delivering services according to a mutually agreed upon service schedule.
- 3.3 Prior to service initiation, the employee shall complete training provided by the client or his/her designee regarding care tasks and responsibilities and shall demonstrate necessary skills.

### **4.1 DUTIES AND RESPONSIBILITIES**

#### **4.2 Personal Hygiene and Care**

- a. Bathing: bed, tub, shower, complete, partial and/or supervision of client bathing activities.
- b. Oral hygiene, including denture care.
- c. Hair care
- d. Shaving
- e. Peri care
- f. Skin care
- g. Hand and foot care
- h. Dressing and grooming

4.3 **Mobility**

- a. Turning and positioning using proper body mechanics.
- b. Assisting transfers and ambulation, with and without assistive devices.
- c. Passive range of motion exercises under the direction of the RN

4.4 **Elimination**

- a. Measure intake and output (I & O)
- b. Assist in use and cleaning of bedpan, bedside commode, toileting activity.
- c. Incontinence care.
- d. Catheter care limited to cleansing/positioning of external parts of drainage systems and emptying drainage systems.

4.5 **Nutrition**

- a. Meal planning and preparation
- b. Special diet preparation
- c. Cleaning the eating and food preparation areas.
- d. Encourage and facilitate adequate nutritional and fluid intake.
- e. Record weight, nutritional intake as requested with qualified instruction.

4.6 **Homemaking (incidental to Personal Care services)**

- a. Bed making: occupied and unoccupied, with linen change.
- b. Cleaning of the bathroom.
- c. Laundry; client's personal bed linen, towels, underwear, sleeping gowns, and client's other clothes.
- d. Dishwashing
- e. Trash removal.
- f. Incidental errands, i.e., securing groceries and prescriptions.

4.7 **Safety**

- a. Identify and report safety hazards to client.
- b. Eliminate safety hazards with client's approval.
- c. Knowledge of emergency protocol, recognizing and accessing assistance.

4.8 **Other**

- a. Have knowledge of basic elements of body functioning.
- b. Reality orientation and sensory stimulation.
- c. Communication skills.
- d. Accompany or transport client to medical appointments.
- e. Documentation of services provided.

## **HOMEMAKER SERVICES**

### **1.0 OBJECTIVE**

Homemaker Services (HMK) assists a client to maintain a clean and safe environment. The Homemaker Services component is intended for the ESP Consumer Directed Care client and specifically excludes services for all other household members that are not clients. Homemaker Services may include one or more of the activities listed under Duties & Responsibilities.

### **2.0 SERVICE HOURS**

- 2.1 The rate includes travel and documentation time.
- 2.2 The number of authorized hours of service may vary. Additional hours needed will require prior authorization by the ESP Care Manager.

### **3.0 EMPLOYEE REQUIREMENTS**

- 3.1 The employee shall be at least 18 years of age, shall be a United States citizen and shall possess a valid social security number.
- 3.2 Prior to service initiation, the direct service worker shall complete training provided by the client or his or her designee regarding care tasks and responsibilities and shall demonstrate necessary skills.

### **4.0 DUTIES AND RESPONSIBILITIES OF THE HOMEMAKER**

#### **4.1 House Cleaning**

- a. Dusting and straightening furniture.
- b. Cleaning floors and rugs by wet/dry mop, vacuum, and/or sweeping.
- c. Cleaning the kitchen, including washing dishes, pots, and pans.
- d. Cleaning outsides of appliances/counters/cabinets.
- e. Cleaning ovens, defrosting/cleaning refrigerators, and disposal of spoiled/outdated food items.
- f. Cleaning the bathroom, including tub, sink, shower, toilet bowl, and emptying and cleaning of the commode chair/urinal.
- g. Changing linens and re-making beds.
- h. Removing trash from the home.
- i. Washing insides of windows and sills within reach from the floor.

#### **4.2 Laundry**

- a. Washing and drying client's clothes and linens in the home, or at a designated place.
- b. Folding clothes, linens and ironing if necessary.
- c. Putting away finished laundry.
- d. Hand mending at client's request

4.3 **Basic Home Safety**

- a. Identify and report safety hazards to supervisor.
- b. Eliminate safety hazards with client and supervisor's approval.

4.4 **Errands**

- a. Purchase errands including groceries, household items, prescriptions and personal care needs.

4.5 **Meal Preparation and Nutrition**

- a. Meal preparation
- b. Special diet preparation
- c. Cleaning of the eating and food preparation areas.

## **INDEPENDENT LIVING ASSISTANCE**

### **1.0 OBJECTIVE**

Independent Living Assistance service (ILA) provides compensatory activities that assist clients to manage IADL's as specified under Duties & Responsibilities not covered under Personal Care and Homemaker Service Specifications.

### **2.1 SERVICE HOURS**

- 2.2** a. For telephone support, service is a telephone call answered by the Client in-person and completed.  
b. For In-Person Activities, service is one (1) hour of direct client service
- 2.3** The hourly rate must include travel and documentation time as appropriate.
- 2.4** The number of hours authorized in a service day may vary from one to several hours as agreed upon by client/AR and care manager.

### **3.0 EMPLOYEE REQUIREMENTS**

- 3.1** The employee shall be at least 18 years of age, shall be a United States citizen and shall possess a valid social security number.
- 3.2** Prior to service initiation, the direct service worker shall complete training provided by the client or his or her designee regarding care tasks and responsibilities and shall demonstrate necessary skills.

### **4.0 DUTIES AND RESPONSIBILITIES OF ILA**

#### **4.1 Telephone Support**

- a. Telephone calls to client to alert and orient clients according to a pre-set schedule to remind them to take prescribed and over the counter medications.
- b. Telephone calls to client on days no other in-home services are scheduled, to assure that they are functioning safely in their home environment.

#### **4.2 In-Person Support**

Assist client with:

- a. Banking which includes making routine deposits and withdrawals, cashing benefit checks, purchasing money orders, writing personal checks, paying bills in person or by mail, balancing checkbooks and reconciling monthly checking account statements.
- b. Organizing and coordinating health insurance records including the completion of Medicare and other third-party payor claim forms for reimbursement of health care expenses.
- c. Assisting or acting as the client's appointed representative for maintaining public benefits (i.e. food banks, etc.).
- d. Applying for programs such as Homestead Exemption, Home Energy Assistance Program (HEAP), subsidized housing and prescription assistance.
- e. Assisting with business and personal correspondence including writing letters, purchasing stamps and delivering correspondence to the post office.
- f. Monitoring of mail received for bills that are due.
- g. Arranging appointments.
- h. Providing translation of primary language to English, English to primary language.

## **RESPITE CARE SPECIFICATIONS**

### **1.0 OBJECTIVE**

Respite Care (RC) Services provides relief for the caregiver who is responsible for 24-hour care of the enrollee. The purpose is to decrease stress and/or isolation for the caregiver and ensure time to care for personal responsibilities. Respite Care may include any or all of the activities as listed under Duties and Responsibilities.

### **2.0 UNIT OF SERVICE**

2.1 The number of hours authorized on each service day may vary from one to several hours.

2.2 The rate must include travel and documentation time.

### **3.0 EMPLOYEE REQUIREMENTS**

3.1 The employee shall be at least 18 years of age, shall be a United States citizen and shall possess a valid social security number.

3.2 Prior to service initiation, the direct service worker shall complete training provided by the client or his/her designee regarding care tasks and responsibilities and shall demonstrate necessary skills.

### **4.0 DUTIES AND RESPONSIBILITIES**

#### **4.1 Personal Hygiene and Care**

- a. Bathing: bed, tub, shower, complete, partial and/or supervision of client bathing activities.
- b. Oral hygiene, including denture care.
- c. Hair care
- d. Shaving
- e. Perineum care
- f. Skin care
- g. Hand and foot care
- h. Dressing and grooming

#### **4.2 Mobility**

- a. Turning and positioning using proper body mechanics.
- b. Assisting with transfers and ambulation, with and without assistive devices.



- c. Passive range of motion exercises under the direction of the RN and/or Physical Therapist.

#### 4.3 **Elimination**

- a. Measure intake and output (I&O)
- b. Assist in use and cleaning of bedpan, bedside commode, toileting activity.
- c. Incontinence care.
- d. Catheter care limited to cleansing/positioning of external parts of drainage systems-and emptying drainage systems.

#### 4.4 **Nutrition**

- a. Meal planning and preparation
- b. Special diet preparation
- c. Cleaning of food preparation and eating areas
- d. Encourage and facilitate adequate nutritional and fluid intake.
- e. Record weight, nutritional and intake as requested with qualified instruction.

#### 4.5 **Homemaking (incidental to respite care services)**

- a. Bed making: occupied and unoccupied, with linen change.
- b. Cleaning of the bathroom.
- c. Dishwashing

#### 4.6 **Safety**

- a. Identify and report safety hazards to client.
- b. Eliminate safety hazards with client's approval.
- c. Having knowledge of emergency protocol, recognizing and accessing assistance.

#### 4.7 **Homemaking (incidental to respite care services)**

- a. Have Knowledge of basic elements of body functioning
- b. Reality orientation and sensory stimulation.
- c. Communication skills.

## **COMPANION SERVICES**

### **1.0 OBJECTIVE**

Companion Services assist a client to reduce isolation and maintain socialization. Companion Services are intended to normalize the independent activities of daily living. The Employee must deliver service on a one-to-one basis with the client.

### **2.0 UNIT OF SERVICE**

- 2.1 The hourly rate must include travel and documentation time.
- 2.2 The number of authorized hours of service may vary. Additional hours of service will require prior authorization by the ESP Care Manager.

### **3.0 EMPLOYEE REQUIREMENTS**

- 3.1 The employee shall be at least 18 years of age, shall be a United States citizen and shall possess a valid social security number.
- 3.2 Prior to service initiation, the direct service worker shall complete training provided by the client or his/her designee regarding care tasks and responsibilities and shall demonstrate necessary skills.

### **4.0 DUTIES AND RESPONSIBILITIES**

- 4.1 Accompany client to appointments and insure safe return home (i.e. beauty shop, attorney and/or business appointments.)
- 4.2 Help clients reduce isolation and maintain social contacts, including but not limited to:
  - a. Writing letters/ mailing letters
  - b. Reading to client
  - c. Assisting with telephone calls
  - d. Appointment reminders
  - e. Reminiscing with the client
  - f. Assistance with money management
- 4.3 Meal Assistance
  - a. Meal planning
  - b. Meal preparation
  - c. Post cleanup.

d. Prepare grocery list/clip coupons for shopping

4.4 Shopping Assistance

- a. Apparel selection assistance
- b. Grocery shopping
- c. Pet needs/supplies

4.5 Accompany client to visit significant others; i.e., hospital, nursing home or cemetery.

# Resolution

Number 17-1427

Adopted Date September 12, 2017

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

BE IT RESOLVED, to authorize the President of the Board to sign a F Permit Application from the Ohio Department of Commerce, Division of Liquor Control for the purpose of obtaining a liquor license during the Lebanon Alumni Scholarship Fundraiser on October 7, 2017 at the Warren County Fairgrounds; copy of said application 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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

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



Ohio Department of Commerce  
 Division of Liquor Control  
 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005  
 Telephone No. (614) 387-7407 - Fax No. (614) 644-6965  
 http://www.com.ohio.gov/liqr

# F-2 PERMIT APPLICATION

**Fee: \$150.00; \$160.00 if issued jointly with the holder of a D-permit holder.**

An F-2 permit may be issued to an association, corporation, or to a recognized subordinate lodge, chapter, or other local unit of an association or corporation organized not for profit and operated for a charitable, cultural, fraternal, educational or political purpose to sell beer and intoxicating liquor until 1:00 a.m., at an event not to exceed four consecutive days. The applicant may not be affiliated with the holder of any class of liquor permit other than a D-4 permit. No more than one F-2 permit may be issued to any applicant in a 30 day period.

**APPLICATION SHOULD BE FILED THIRTY (30) DAYS PRIOR TO EVENT  
 CAREFULLY READ THE GENERAL INSTRUCTIONS FOR FILING F-2 APPLICATION ON PAGE 3**

**TYPE OR PRINT PLAINLY**

**ALL QUESTIONS MUST BE ANSWERED**

Email Address: [REDACTED] notification purpose only - NOT for emailing correspondence)

Name of Non-Profit Organization (Exact Name must be uniform on all documents - please do not abbreviate)

Lebanon Alumni Association

Street Address (Where Function Will Be Held - BE SPECIFIC & must be uniform on all documents - For Street Closures see Address Addendum -Page 1(A))

665 NORTH BROADWAY

Township (Only if Unincorporated Area) City State Zip Code County:

Lebanon

OHIO

45036

WARREN

Mail and/or Fax Permit and Correspondence To:

Name: JAMES NORRIS Street Address: [REDACTED] City: [REDACTED]

State: [REDACTED] Zip Code: [REDACTED] Phone #: [REDACTED] Fax #: [REDACTED]

Individual responsible for the compliance with Ohio's liquor laws in conjunction with the sale and consumption of alcoholic beverages:

Name: JAMES NORRIS Title: BOARD MEMBER  
 Phone #: [REDACTED]

Date and Time Function Will Begin: Date Function Begins: 10/07/2017 Time Function Begins: 6  am  pm  
 (Month/ Day/ Year)

Date and Time Function Will End: Date Function Ends: 10/07/2017 Time Function Ends: 10  am  pm  
 (Month/ Day/ Year)

The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F2 permit. Any question regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, 101 East Town Street, Columbus, OH 43215 at (614) 466-3180.

**SECTION A**

- Has any officer of the applicant organization, or the organization itself ever been convicted of any felony or misdemeanor not previously reported to the Division of Liquor Control?  
 If YES, attach a written explanation.  YES  NO
- Will a holder of a liquor license (D-permit holder) be conducting the sale of alcoholic beverages?  
 If YES, this application may be filed jointly. Please indicate below the permit holder's name and permit number.  
 (Note: Both F2 applicant name and issued permit holder name must be on all documents where "Name of Non Profit Organization is requested")  YES  NO

Permit Holders Name: \_\_\_\_\_

Permit Number: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Taxing District	Reviewer Action:	Remarks:
Permit Number		
Receipt #		



**SECTION A continued:**

3. Is the applicant a not for profit association, corporation, or a recognized subordinate lodge, chapter, or other local unit of an association or corporation? If "YES", list the name: \_\_\_\_\_  YES  NO
4. If requested, is the applicant able to provide the Division of Liquor Control evidence from the Ohio Secretary of State's office that the applicant is a valid not for profit association, corporation, or a recognized subordinate lodge, chapter, or other local unit of a not for profit association or corporation?  YES  NO  
If NO, please explain: \_\_\_\_\_
5. Will 100% of the proceeds, less expenses, from the applicant's sale of alcoholic beverages either be retained by the applicant or distributed by the applicant for non-profit charities, cultural, fraternal, political or educational programs?  YES  NO  
If "NO", please give detailed explanation: \_\_\_\_\_
6. Is applicant an owner, shareholder, managing member, or officer of any class of liquor permit other than D-4?  YES  NO  
If YES, please explain: \_\_\_\_\_
7. Will any individual or for profit association, corporation, or other legal entity receive any portion of the proceeds after expenses from the event for which you are requesting the F-2 permit?  YES  NO  
If YES, please explain, identifying share of profit or gain each person will receive: \_\_\_\_\_
8. Will the members of the applicant organization coordinate and operate the event and conduct the sale of alcoholic beverages?  YES  NO  
If NO, please attach a detailed explanation of the non member involvement and their financial compensation.
9. Please check the specific purpose for which your organization operates:  
 Educational       Charitable       Cultural       Fraternal       Political
10. What is the purpose of the event? (Note: The proceeds of the function shall not be used for the profit or gain of any individuals) FUNDRAISER FOR SCHOLARSHIPS FOR LEBANON ALUMNI ASSOCIATION

**THE FOLLOWING MUST BE COMPLETED BY THE APPLICANT(S):**

**NOTE: FALSIFYING ANY OF THE INFORMATION ON THIS APPLICATION CAN RESULT IN THE DIVISION'S REFUSING TO ISSUE THIS PERMIT**

State of Ohio, WARREN County, ss

I JAMES NORRIS, being first duly sworn, according to law, depose

and say that I am at least twenty-one (21) years of age and the statements and answers made in the foregoing application are true. With respect to the F-2 permit, I agree to comply with all applicable statutes and administrative rules. I hereby acknowledge that I am required by law to be responsible for any conduct that violates laws pertaining to the sale of alcoholic beverages, and that both parties are responsible for any violations of the other if the F-2 permit is issued jointly. I further depose and say the applicant will be the proper holder of the F-2 permit.

James Norris  
 (Signature and Title of 1 of the Top 4 Officers of Organization)  
JAMES NORRIS  
 (Print Name of Officer that signed above)

\_\_\_\_\_  
 (Signature and Title of D-Permit Holder if to be issued jointly)  
 \_\_\_\_\_  
 (Print Name of D-Permit Holder, if applicable)

Sworn to before me and subscribed in my presence this 8th day of September, 2017.  
**LAURA K. LANDER**  
 NOTARY PUBLIC  
 STATE OF OHIO  
 Recorded in  
 Warren County  
 My Comm. Exp. 12/26/17

[Signature] 12/26/17  
 (Notary Public) (Notary Expiration)  
Laura K Lander  
 (Notary - Please Print Name and Affix Seal/Stamp)

## GENERAL INSTRUCTIONS FOR FILING F-2 APPLICATION

The F-2 permit is for a function sponsored by a nonprofit organization organized for a charitable, cultural, fraternal, political or educational purpose, to sell beer or intoxicating liquor by the individual drink, at a place where the sale of beer or intoxicating liquor on that day is otherwise permitted by law. The applicant-organization shall not be affiliated with the holder of any permit other than a D-4 permit.

- An F-2 permit is effective for not more than four (4) consecutive days, and no sales can be made after 1 a.m.
- No more than one F-2 permit can be issued to the same applicant in a thirty-day period.

If an applicant wishes the holder of a D permit to conduct the sale of beer and intoxicating liquor at the event, the applicant may request that the permit be issued jointly to itself and the D permit holder. If the F-2 is issued jointly, both the applicant and the D permit holder will be held responsible for any violation of the law pertaining to the sale of alcoholic beverages committed by either. **ALL DOCUMENTS MUST BE IN THE ORGANIZATION AND D-PERMIT HOLDER'S NAME.** The Division will also consider the past activities of the applicant organization and of any D permit holder issued jointly while operating under other F-2 permits and the applied for location.

### APPLICATION WILL NOT BE ACCEPTED OR MAY NOT BE ISSUED WITHOUT THE FOLLOWING REQUIRED DOCUMENTS

1. **Filing Fee. Make check payable to the Division of Liquor Control. Please do not mail cash.**
  - a. \$150.00 Fee for an F-2 issued to applicant alone.
  - b. \$160.00 Fee if issued jointly with D permit holder.
2. Division of Liquor Control Form DLC 4221, (Tenancy/Police Notification)
3. Copy of Diagram of permit premises, denoting areas where alcoholic beverages will be sold and consumed.
4. If the event is on the premises of a retail permit holder, the retail permit holder must complete Page 6, a notarized statement, signed by an officer/owner of the retail permit, stating they will not utilize their permit privileges at the same time and place as the temporary event.
5. If there will be any type of street/alley, or public sidewalk closure, you must submit an acknowledgement from the legislative or local police authority in control authorizing such closure.
6. You may have to submit proper documentation from the Ohio Secretary of State proving not for profit status.

### WARNINGS

- Applicant must be at least twenty-one (21) years of age.
- Section 4301.24 Of Ohio Revised Code prohibits any manufacturer or wholesale distributor from aiding or assisting any retail permit holder by gift or loan of any money or property of any description or other valuable thing; and it prohibits any retail permit holder from accepting same. **THIS MEANS A WHOLESALE DISTRIBUTOR MAY NOT AID THE PERMIT HOLDER IN ANY WAY, EITHER FINANCIALLY OR BY ADVERTISING THE FUNCTION COVERED BY THIS APPLICATION; AND THE PERMIT HOLDER MAY NOT ACCEPT SUCH ASSISTANCE FROM THE WHOLESALE DISTRIBUTOR.**
- An "F-2" permit holder must purchase all beer, wine or mixed beverages from a wholesale Distributor and spirituous liquor from a Contract Liquor Agency. The purchase of beer, wine, mixed beverages and spirituous liquor at retail for resale and the donation of such products for an event of which an F-2 permit is issued is prohibited.
- It is illegal to allow a patron to remove any alcoholic beverage from or to consume it off the premises designated on your permit. No carryout privileges are permitted under an F-2 permit.
- It is illegal for any person under the age of twenty-one (21) to purchase or consume alcoholic beverages. It is the permit holder's responsibility to obtain proper identification.





**OHIO DEPARTMENT OF COMMERCE  
DIVISION OF LIQUOR CONTROL**  
6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005  
**TENANCY & POLICE NOTIFICATION FORM FOR TEMPORARY PERMIT**

**Section A. - TEMPORARY PERMIT FUNCTION INFORMATION**

(To be Completed by Applicant):

The

LEBANON ALUMNI ASSOCIATION

(Full Name of Organization [this must be same as what is listed on Application])

will be conducting an event at the location of

WARREN COUNTY FAIRGROUNDS  
665 NORTH BROADWAY

(Location or Street address where function held [this must be same as what is listed on Application])

and has applied for an "F-2" class temporary liquor permit to allow the sale of beer, wine, mixed beverages and spirituous liquor:

beginning

10/07/2017  
(Date Function Begins - Month/Day/Year)

at

6:00  
(Time Function Begins)

am

pm

and ending

10/07/2017  
(Date Function Ends - Month/Day/Year)

at

10:00  
(Time Function Ends)

am

pm

**Section B. - CONSENT OF REAL PROPERTY OWNER INFORMATION**

(To be Completed by Property Owner):

If applicant is owner of real property mark box,  and sign below.

I/We, being the owner of the realty located at the address mentioned in Section A. above, do hereby acknowledge notification that the Organization listed above will hold a special function on the dates specified by signing below.

X

[Signature]  
(Signed - Real Property Owner)

Warren County Commissioner  
Tom Gressmann  
(Print Name of Real Property Owner)

9/2/17  
(Date)

665 N. Broadway  
(Street Address of Real Property Owner)

Lebanon, OH 43036  
(City, State, and Zip Code)

513-145-1250  
(Telephone Number)

**Section C. - NOTICE TO CHIEF PEACE OFFICER**

(To be Completed by Chief Peace Officer of City, Township or Sheriff having jurisdiction where function is to be held

NOTE: If the township does not have a Chief Peace officer, the County Sheriff's Office must complete this form):

I, being the Chief Peace Officer of \_\_\_\_\_ and having jurisdiction  
(Name of Law Enforcement Agency)

in the municipality or township (County if NO City or Township Peace Officer) where this function will be held as outlined in "Section A" above, am signing below acknowledging that I have been notified of the date, time, place and duration of said event, and that I am merely acknowledging receipt of the notification of the event and not giving approval or consent of the event on behalf of the political subdivision.

City Police

Twp Police

County Sheriff

X

(Signed)

(Title)

(Check the box that applies)

(Print Name)

(Date)



# DIAGRAM OF PERMIT PREMISES FOR TEMPORARY PERMIT

**THIS DOCUMENT MUST BE COMPLETED IN ORDER TO OBTAIN YOUR TEMPORARY PERMIT**

Section 4301.62 ("open container statute") prohibits anyone from possessing an open container of any alcoholic beverage outside of the area defined as permit premises. Whoever violates this statute is guilty of a MISDEMEANOR of the first degree. Any alcoholic beverage must be both sold and consumed within the defined permit premises.

It is required that every applicant for an F or F2 permit submit with the application a **diagram of the premises where alcoholic beverages will be sold and consumed**. If the diagram is not included, the application will be returned to the applicant. The diagram must be submitted in the space provided below or on a separate sheet, and must be signed by the person who prepared the diagram or the applicant.

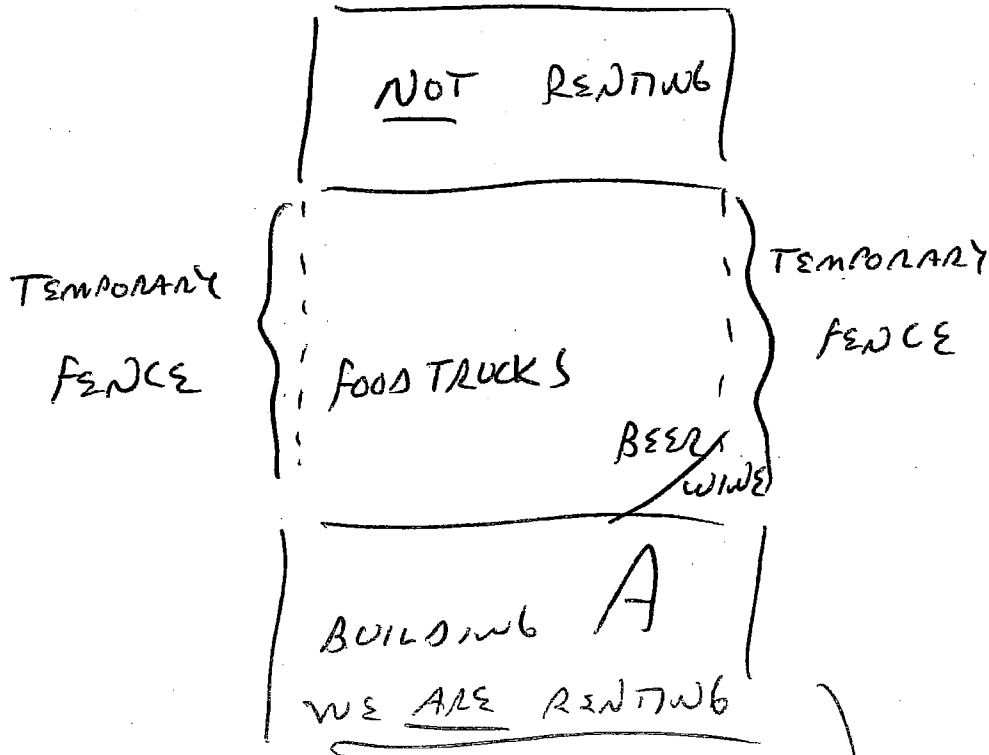
**FOR EVENTS HELD INDOORS:** Diagram must identify the room(s) and/or building in which the alcoholic beverages will be sold and consumed.

**FOR EVENTS HELD ENTIRELY or PARTIALLY OUTDOORS:** Diagram must show shape and measured dimensions of the area to be used. Location of barriers must be shown, and an explanation of the type of barriers given (e.g. chain link fence, snow fence, brick wall, rope, etc.) which will separate permit premises from other areas which are not permit premises.

**EVENT AREA WHERE ALCOHOL WILL BE SOLD AND CONSUMED MUST BE CONTAINED AND CONTIGUOUS**

**DIAGRAM MUST APPEAR IN THE SPACE BELOW, OR ON A SEPARATE SHEET**

**NOTE: APPLICANT MUST SIGN THE ACTUAL SHEET THE DIAGRAM IS ON**



Signature of Person who prepared diagram

*Warren County*  
**FAIRGROUNDS**

LEBANON, OHIO

[www.warrencountyfairohio.org](http://www.warrencountyfairohio.org)

August 28, 2017

To whom it may concern,

The Warren County Agricultural Society has agreed to lease Building A on the Warren County Fairgrounds October 7, 2017 for the *Lebanon High School Reunion*. We hereby grant permission for the *Lebanon High School Reunion* to use this facility and to serve alcohol for their event. They have agreed to and provided liability insurance with WCAS named as additional insured.

Sincerely,  


Rebecca Osborne  
Fair Secretary & Facility Manager, WCAS

cc: Jim Norris

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

# Resolution

Number 17-1428

Adopted Date September 12, 2017

APPROVE THE SUBLEASE AGREEMENT ADDENDUM WITH MOBILCOMM, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to approve a Sublease Agreement Addendum to Resolution Number 12-0944, with Mobilcomm, Inc. on behalf of Warren County Telecommunications, for the premises located at 2997 Hatfield Road, Lebanon, Ohio 45036 (Hatfield Tower). Copy of addendum 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:

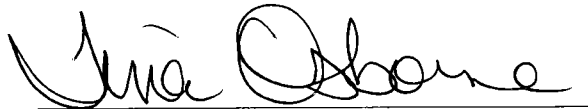
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

**ADDENDUM TO SUBLEASE AGREEMENT**

Mobilcomm Inc., an Ohio corporation located at 1211 West Sharon Road Greenhills, Ohio (hereinafter "Lessee") and the Warren County Board of Commissioners (hereinafter "Lessor") located at 406 Justice Drive, Lebanon, Ohio 45036, hereby agree to an additional site for communications operations.

Whereas, Lessor has previously agreed to sublease a site, known as Blackhawk Tower, to Lessee for communications operations in Sub-Lease Agreement dated July 10, 2012, and authorized by Lessor by Resolution Number 12-0944 (hereinafter "Sublease").

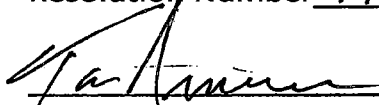
Whereas, Lessee desires an additional tower site for both ongoing operations and back up operations during times of maintenance and repair the Blackhawk Tower site.

Now wherefore, the Lessor and Lessee hereby agree to the lease of an additional site for communications operations, equipment placement and antenna placement, located at 2997 Hatfield Road, Lebanon, Ohio, 45036, a site known as Hatfield Tower. Lessor and Lessee hereby agree the same terms and conditions contained with Sublease [attached below] are hereby incorporated as is fully rewritten herein, shall remain in full force and affect and shall hereby apply to the Hatfield Tower site.

In witness whereof, this Addendum is executed as of the last date signed below:

**Warren County Board of Commissioners**

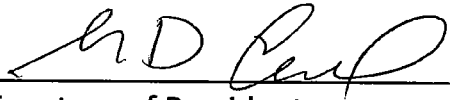
Resolution Number 17-1428 Date 9/12/17

  
\_\_\_\_\_  
Signature of President / Vice President

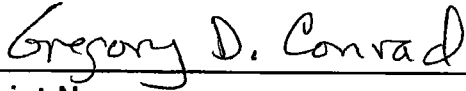
Tom Grossmann  
Print Name

9/12/17  
Date

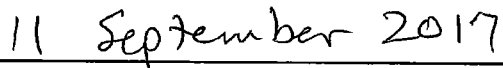
**Mobilcomm, Inc.**



Signature of President



Print Name



Date

Approved as to Form only:



Adam M. Nice

Assistant Prosecuting Attorney

[Sublease Agreement Attached]

# Resolution

Number 17-1429

Adopted Date September 12, 2017

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
SEPTEMBER 14, 2017

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
September 14, 2017.

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 12<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
All Departments  
Commissioners file  
Press