

# Resolution

Number 17-2009

Adopted Date December 19, 2017

APPROVE SALARY ADJUSTMENTS FOR DEPARTMENT HEADS UNDER THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners wish to adjust the bi-weekly salary of their department heads;


NOW THEREFORE BE IT RESOLVED, to adjust the bi-weekly salary of department heads under the Board, effective pay period beginning January 6, 2018; as reflected in the attached schedule

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file) Building/Zoning(file) OMB (file)  
Garage (file) Commissioners file OhioMeansJobs (file)  
Telecom (file) Water/Sewer (file) T. Zindel  
Dog/Kennel (file) Human Serv (file) Sue Spencer  
Economic Dev. (file) Children Services (file)  
All personnel files

# Resolution

Number 17-2010

Adopted Date December 19, 2017

## APPROVE SALARY INCREASES RELATIVE TO COMMISSIONERS' EMPLOYEES

BE IT RESOLVED, to approve salary increase for employees under the Board's jurisdiction as reflected in the attached schedule; and

BE IT FURTHER RESOLVED, that said salary increases shall be effective pay period beginning January 6, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)      Building/Zoning (file)      OMB (file)  
Garage (file)      Commissioners file      OhioMeansJobs (file)  
Emergency Services (file)      Telecom (file)      Water/Sewer (file)  
Dog/Kennel (file)      Human Svcs (file)      Children Svcs. (file)  
Economic Development (file)      Grants (file)      T. Zindel  
All personnel files      Solid Waste (file)

# Resolution

Number 17-2011

Adopted Date December 19, 2017

**APPROVE SALARY INCREASES RELATIVE TO EMERGENCY COMMUNICATIONS  
OPERATORS AND CALL TAKERS WITHIN THE EMERGENCY SERVICES  
DEPARTMENT**

WHEREAS, the contract for the Warren County Dispatch Association stipulates a two percent (2%) pay increase for Emergency Communications Operators and Call Takers to be effective on the first day of the first pay period following January 1, 2018; and

BE IT RESOLVED, to approve salary increases to each Emergency Communications Operator and Call Takers effective pay period beginning January 6, 2018 as reflected in the attached schedule.

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

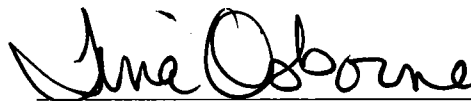
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (File)  
Personnel Files  
OMB – S. Spencer

# Resolution

Number 17-2012

Adopted Date December 19, 2017

REMOVE PROBATIONARY EMPLOYEE CHELSEA KURTZ, UNIT SUPPORT WORKER II, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Kurtz has no showed and failed to call off work since December 8, 2017; and

WHEREAS, the HR Manager contacted Ms. Kurtz and came to an agreement she would contact the Director and report to work on December 14, 2017. Ms. Kurtz failed to contact the Director, failed to report to work on December 14, 2017 and failed to call in to report her absence; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during his probationary period; and

WHEREAS, The Director of Warren County Job and Family Services, Human Services Division, has recommended said employee be terminated for failing to meet the required standards of her position; and

NOW THEREFORE BE IT RESOLVED, to remove Chelsea Kurtz from employment within the Warren County Job and Family Services, Human Services Division, effective December 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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
Chelsea Kurtz's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 17-2013

Adopted Date December 19, 2017

APPROVE RECLASSIFICATION OF DANA GERSTNER FROM THE POSITION OF LEAD CASEWORKER III TO FOSTER CARE ADOPTION SUPERVISOR WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Dana Gerstner performs the essential functions of a Foster Care Adoption Supervisor and desires to reclassify her to said position; and


NOW THEREFORE BE IT RESOLVED, to reclassify Dana Gerstner to the position of Foster Care Adoption Supervisor, exempt, pay range #A, \$1,937.97 bi-weekly, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 6, 2018.

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
Dana Gerstner's Personnel file  
OMB – Sue Spencer

# Resolution

Number 17-2014

Adopted Date December 19, 2017

APPROVE RECLASSIFICATION OF MOLLY ALEXANDER FROM INVESTIGATIVE CASEWORKER II TO INVESTIGATIVE CASEWORKER III WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Molly Alexander performs the essential functions of an Investigative Caseworker III and desires to reclassify her to said position; and

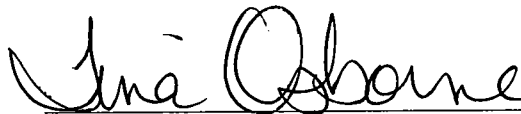
NOW THEREFORE BE IT RESOLVED, to reclassify Molly Alexander to the position of Investigative Caseworker III, non-exempt, pay range #10, \$21.37 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 6, 2018.

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
M. Alexander's Personnel file  
OMB – Sue Spencer

# Resolution

Number 17-2015

Adopted Date December 19, 2017

APPROVE RECLASSIFICATION OF LISA DABBELT FROM PROTECTIVE SERVICES CASEWORKER II TO PROTECTIVE SERVICES CASEWORKER III WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Lisa Dabbelt performs the essential functions of an Protective Services Caseworker III and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Lisa Dabbelt to the position of Protective Services Caseworker III, non-exempt, pay range #10, \$21.37 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 6, 2018.

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
L. Dabbelt's Personnel file  
OMB – Sue Spencer

# Resolution

Number 17-2016

Adopted Date December 19, 2017

APPROVE RECLASSIFICATION OF MICHAELA BECKTELL FROM PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Michalea Becktell performs the essential functions of a Protective Services Caseworker II and desires to reclassify her to said position; and

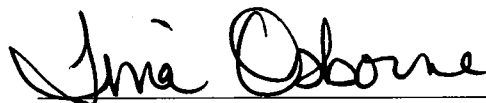
NOW THEREFORE BE IT RESOLVED, to reclassify Michalea Becktell to the position of Protective Services Caseworker II, non-exempt, pay range #8, \$18.30 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 6, 2018.

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
M. Becktell's Personnel file  
OMB – Sue Spencer



# Resolution

Number 17-2017

Adopted Date December 19, 2017

APPROVE RECLASSIFICATION OF JENNIFER STACY FROM SCREENER II TO SCREENER III WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Jennifer Stacy performs the essential functions of a Screener III and desires to reclassify her to said position; and


NOW THEREFORE BE IT RESOLVED, to reclassify Jennifer Stacy to the position of Screener III, non-exempt, pay range #10, \$21.37 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 6, 2018.

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
J. Stacy's Personnel file  
OMB – Sue Spencer

# Resolution

Number 17-2018

Adopted Date December 19, 2017

APPROVE RECLASSIFICATION OF MISTY TREADWAY FROM COMPLIANCE CASE AID TO COMPLIANCE CASEWORKER I WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Misty Treadway performs the essential functions of a Compliance Caseworker I and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Misty Treadway to the position of Compliance Caseworker I, non-exempt, pay range #08, \$16.14 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning January 6, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
M. Treadway's Personnel file  
OMB – Sue Spencer

# Resolution

Number 17-2019

Adopted Date December 19, 2017

AUTHORIZE THE POSTING OF THE "FOSTER CARE/ADOPTION CASEWORKER I" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Foster Care/Adoption Caseworker I" position within the Department of Job and Family Services, Children Services Division; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Foster Care/Adoption Caseworker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning December 20, 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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
OMB-Sue Spencer

# Resolution

Number 17-2020

Adopted Date December 19, 2017

APPROVE RECLASSIFICATION OF CATHY OEDER FROM THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST I TO ELIGIBILITY REFERRAL SPECIALIST III WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the Director of Human Services has indicated that Cathy Oeder performs the essential functions of an Eligibility Referral Specialist III and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Cathy Oeder to the position of Eligibility Referral Specialist III, non-exempt, pay range #7, \$16.15 per hour, under Warren County Job and Family Services, Human Services Division compensation schedule, effective pay period beginning January 6, 2018.

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
Cathy Oeder's Personnel file  
OMB – Sue Spencer

# Resolution

Number 17-2021

Adopted Date December 19, 2017

APPROVE PROMOTION FOR RYAN POWELL, METER READER I TO THE POSITION OF METER READER II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Director of the Water and Sewer Department recommends the promotion of Ryan Powell, to the position of Meter Reader II; and

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

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Ryan Powell to the position of Meter Reader II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #14, \$16.66, effective pay period starting January 6, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR:

cc: Water/Sewer (file)  
R. Powell's personnel file  
OMB – Sue Spencer  
T. Reier

# Resolution

Number 17-2022

Adopted Date December 19, 2017

APPROVE PROMOTION OF SETH ANTRICAN TO THE POSITION OF WATER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Seth Antrican has successfully completed his 150 hours of backhoe training and is eligible to be promoted to a Water Distribution Worker III classification; and

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

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Seth Antrican to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$18.23 per hour, effective January 6, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 17-2023

Adopted Date December 19, 2017

APPROVE RECLASSIFICATION OF JEFF CEPIN TO THE DATA SYSTEMS SUPERVISOR POSITION WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Jeff Cepin has been performing the job of a Data Systems Supervisor; and

NOW THEREFORE BE IT RESOLVED, to approve the reclassification of Jeff Cepin to the position of Data Systems Supervisor within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 21, \$29.81 per hour, effective pay period beginning January 6, 2018.

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)  
J.Cepin's Personnel file  
OMB-Sue Spencer

# Resolution

Number 17-2024

Adopted Date December 19, 2017

APPROVE RECLASSIFICATION OF COREY BURTON TO RADIO INSTALLER TECHNICIAN II POSITION WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Corey Burton has been performing the job of a Radio Installer Technician II; and

NOW THEREFORE BE IT RESOLVED, to approve the reclassification of Corey Burton to the position of Radio Installer Technician II within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$19.08 per hour, effective pay period beginning January 6, 2018.

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

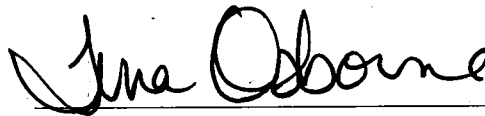
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)  
C. Burton's Personnel file  
OMB-Sue Spencer



# Resolution

Number 17-2025

Adopted Date December 19, 2017

APPROVE RECLASSIFICATION OF JIMMY HOLLIN TO THE TELEPHONE TECHNICIAN III POSITION WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the Director of Telecommunications has indicated that Jimmy Hollin has been performing the job of a Telephone Technician III; and

NOW THEREFORE BE IT RESOLVED, to approve the reclassification of Jimmy Hollin to the position of Telephone Technician III within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$19.08 per hour, effective pay period beginning January 6, 2018.

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)  
J.Hollin's Personnel file  
OMB-Sue Spencer

# Resolution

Number 17-2026

Adopted Date December 19, 2017

## AMEND CLASSIFICATION SPECIFICATION OF BUILDING AND ELECTRICAL INSPECTOR II WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Chief Building Inspector has reviewed the classification specification of Building and Electrical Inspector II has requested that said classification specification be amended to define the certifications needed for the classification; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED; to amend the classification specification of Building and Electrical Inspector II, as attached hereto and made a part hereof, and to assign to said classification specification Pay Range #16; and


BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Building and Electrical Inspector II.

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Classification/Compensation file  
Building and Zoning(file)  
OMB –Sue Spencer

**CLASSIFICATION SPECIFICATION**  
**WARREN COUNTY BOARD OF COMMISSIONERS**

An Equal Opportunity Employer

Page 1 of 2

TITLE: Building and Electrical Inspector II  
CLASS NUMBER: 0259101604  
PAY RANGE: 16

**JOB RESPONSIBILITIES:** Under general supervision, inspects residential and commercial new building construction to ensure compliance with state and local building and electrical codes; inspects commercial and residential existing electrical installations to ensure compliance with governing codes and regulations; performs other related duties as required.

Performs other duties as required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or its equivalent with a comprehensive knowledge of electrical wiring installation techniques and procedures; thorough knowledge of Ohio Basic Building Code and County Building Code and construction techniques; travels to or gains access to work site; possess either a Building Inspector Certification or Electrical Safety Inspector Certification or Commercial Building Certification by State of Ohio Board of Building Standards during probationary period (365 days); must have a State of Ohio Driver's License.

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Inspects residential and commercial construction to enforce applicable electrical and building codes (and ensure compliance with approved plans).
2. Travels and gains access to work site (e.g., traverses uneven and unstable terrain; negotiates over objects up to 24" in width; accesses 24" vertical movement; accesses all parts of a building, including attics, crawl spaces, mezzanines, etc. via standard ladders, access panels, hatchways, etc.) conforming to OSHA regulations and code for finished building.
3. Advises contractors and homeowners in violation of codes and provides reason(s) for non-compliance.
4. Makes suggestions for correction of violations.
5. Receives telephone inquiries from contractors and general public.
6. Works with hand tools, circuit testers, etc.
7. Works with fire department personnel to review sprinkler, piping and wiring, etc.
8. Maintains records of all buildings under construction and daily inspections conducted.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 2 of 2

TITLE: Building and Electrical Inspector II  
CLASS NUMBER: 0259101604  
PAY RANGE: 16

9. Files field inspection cards, etc.
10. Demonstrates a regular and predictable attendance.
11. Performs other duties as required by supervisor.
12. Follows all safety and health practices of the Warren County Board of Commissioners.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: Ohio basic building codes and other related legislation; fire safety codes; construction practices, methods and materials; inspection techniques and procedures; State and local codes regulating electrical wiring and appliances; electrical installation techniques and procedures.

Ability to: develop and maintain working relationships with associates, builders and the general public; perform laborious tasks for extended periods of time under possible adverse conditions; collect, analyze and interpret data; communicate effectively; maintain accurate records; sort items into categories according to established methods.

Skill in: Reading construction drawings.

# Resolution

Number 17-2027

Adopted Date December 19, 2017

## AMEND CLASSIFICATION SPECIFICATION OF BUILDING AND ELECTRICAL INSPECTOR III WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Chief Building Inspector has reviewed the classification specification of Building and Electrical Inspector III has requested that said classification specification be amended to define the certifications needed for the classification; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED; to amend the classification specification of Building and Electrical Inspector III, as attached hereto and made a part hereof, and to assign to said classification specification Pay Range #18; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Building and Electrical Inspector III.

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

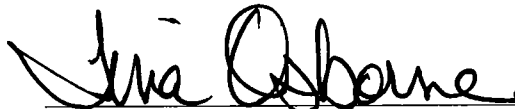
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification/Compensation file  
Building and Zoning(file)  
OMB –Sue Spencer

**CLASSIFICATION SPECIFICATION**  
**WARREN COUNTY BOARD OF COMMISSIONERS**  
An Equal Opportunity Employer

Page 1 of 2

TITLE: Building and Electrical Inspector III  
CLASS NUMBER: 0259101805  
PAY RANGE: 18

**JOB RESPONSIBILITIES:** Under general supervision, inspects residential and commercial new building construction to ensure compliance with state and local building and electrical codes; inspects commercial and residential existing electrical installations to ensure compliance with governing codes and regulations; performs other related duties as required.

Performs other duties as required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or its equivalent with a comprehensive knowledge of electrical wiring installation techniques and procedures; thorough knowledge of Ohio Basic Building Code and County Building Code and construction techniques; travels to or gains access to work site; must possess 2 certifications: a Building Inspector Certification or Electrical Safety Inspector Certification or Commercial Building Certification by State of Ohio Board of Building Standards during probationary period (365 days); must have a State of Ohio Driver's License.

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Inspects residential and commercial construction to enforce applicable electrical and building codes (and ensure compliance with approved plans).
2. Travels and gains access to work site (e.g., traverses uneven and unstable terrain; negotiates over objects up to 24" in width; accesses 24" vertical movement; accesses all parts of a building, including attics, crawl spaces, mezzanines, etc. via standard ladders, access panels, hatchways, etc.) conforming to OSHA regulations and code for finished building.
3. Advises contractors and homeowners in violation of codes and provides reason(s) for non-compliance.
4. Makes suggestions for correction of violations.
5. Receives telephone inquiries from contractors and general public.
6. Works with hand tools, circuit testers, etc.
7. Works with fire department personnel to review sprinkler, piping and wiring, etc.
8. Maintains records of all buildings under construction and daily inspections conducted.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 2 of 2

TITLE: Building and Electrical Inspector III  
CLASS NUMBER: 0259101805  
PAY RANGE: 18

9. Files field inspection cards, etc.
10. Demonstrates a regular and predictable attendance.
11. Performs other duties as required by supervisor.
12. Follows all safety and health practices of the Warren County Board of Commissioners.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: Ohio basic building codes and other related legislation; fire safety codes; construction practices, methods and materials; inspection techniques and procedures; State and local codes regulating electrical wiring and appliances; electrical installation techniques and procedures.

Ability to: develop and maintain working relationships with associates, builders and the general public; perform laborious tasks for extended periods of time under possible adverse conditions; collect, analyze and interpret data; communicate effectively; maintain accurate records; sort items into categories according to established methods.

Skill in: Reading construction drawings.

# Resolution

Number 17-2028

Adopted Date December 19, 2017

ADOPT CLASSIFICATION SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF BUILDING INSPECTOR IV WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Chief Building Official has requested that the position of Building Inspector IV be created within the Warren County Building and Zoning; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Building and Zoning Inspector IV, as attached hereto and made a part hereof, and to assign to said classification specification the pay range assignment of #19 (661 total points), as determined by the Warren County Classification/Compensation Advisory Board; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Building Inspector IV effective upon adoption of this resolution.

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification/Compensation file  
Building and Zoning (file)  
OMB -Sue Spencer



CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 1 of 2

TITLE: Building and Electrical Inspector IV

CLASS NUMBER:

PAY RANGE: 19

**JOB RESPONSIBILITIES:** Under general supervision, inspects residential and commercial new building construction to ensure compliance with state and local building and electrical codes; inspects commercial and residential existing electrical installations to ensure compliance with governing codes and regulations; performs other related duties as required.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or its equivalent with a comprehensive knowledge of electrical wiring installation techniques and procedures; thorough knowledge of Ohio Basic Building Code and County Building Code and construction techniques; travels to or gains access to work site; must possess 3 certifications: a Building Inspector Certification, Electrical Safety Inspector Certification and Commercial Building Inspector Certification by State of Ohio Board of Building Standards during probationary period (365 days); must have a State of Ohio Driver's License.

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Inspects residential and commercial construction to enforce applicable electrical and building codes (and ensure compliance with approved plans).
2. Travels and gains access to work site (e.g., traverses uneven and unstable terrain; negotiates over objects up to 24" in width; accesses 24" vertical movement; accesses all parts of a building, including attics, crawl spaces, mezzanines, etc. via standard ladders, access panels, hatchways, etc.) conforming to OSHA regulations and code for finished building.
3. Advises contractors and homeowners in violation of codes and provides reason(s) for non-compliance.
4. Makes suggestions for correction of violations.
5. Receives telephone inquiries from contractors and general public.
6. Works with hand tools, circuit testers, etc.
7. Works with fire department personnel to review sprinkler, piping and wiring, etc.
8. Maintains records of all buildings under construction and daily inspections conducted.

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

Page 2 of 2

TITLE: Building and Electrical Inspector III  
CLASS NUMBER:  
PAY RANGE: 19

9. Files field inspection cards, etc.
10. Demonstrates a regular and predictable attendance.
11. Performs other duties as required by supervisor.
12. Follows all safety and health practices of the Warren County Board of Commissioners.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: Ohio basic building codes and other related legislation; fire safety codes; construction practices, methods and materials; inspection techniques and procedures; State and local codes regulating electrical wiring and appliances; electrical installation techniques and procedures.

Ability to: develop and maintain working relationships with associates, builders and the general public; perform laborious tasks for extended periods of time under possible adverse conditions; collect, analyze and interpret data; communicate effectively; maintain accurate records; sort items into categories according to established methods.

Skill in: Reading construction drawings.

WARREN COUNTY BOARD OF COMMISSIONERS

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: BUILDING AND ELECTRICAL  
INSPECTOR IV

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	B	45
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	D	60
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	E	90
#8	Personal Contacts	E	38
#9	Work Environment and Physical Demands	C	34
	TOTAL POINT FACTOR ASSIGNMENT		<u>661</u>
	RANGE		#19

# Resolution

Number 17-2029

Adopted Date December 19, 2017

RENAME JOB TITLES FOR SEVERAL EMPLOYEES WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, the Chief Building Official requested to amend Job Classifications for the Building Inspector I and Building Inspector II and to add a Job Classification for Building Inspector IV to better reflect the required certifications for current and future employees; and

WHEREAS, the aforementioned request requires a job title change from Building and Electrical Inspector III to Building and Electrical Inspector IV for the following employees;

William Willams  
Gary Hubbs  
Ron Sempsrott


BE IT RESOLVED, to rename job titles for the aforementioned employees to Building and Electrical Inspector IV effective January 6, 2018.

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS

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

H/R

cc: Building and Zoning (file)  
Personnel files  
OMB – Sue Spencer

# Resolution

Number 17-2030

Adopted Date December 19, 2017

TERMINATE NEGOTIATIONS FOR PROFESSIONAL DESIGN SERVICES WITH KZF DESIGN AND AUTHORIZE NEGOTIATIONS WITH THE FIRM RANKED NEXT MOST QUALIFIED

WHEREAS, this Board of County Commissioners (the "Board") by way of Resolution Number 17-1250 authorized the County Administrator to negotiate a contract with KZF Design for the purpose of providing professional design services for a New Warren County Jail (the "Project"); and

WHEREAS, the County Deputy Administrator has reported to this Board that negotiation efforts have failed, the Board finds that County Deputy Administrator has exhausted all possible efforts of negotiation;

NOW THEREFORE BE RESOLVED, to authorize the County Administrator or Deputy County Administrator to notify KZF Design in writing that the Board is terminating the negotiations effective immediately, pursuant to Section 153.69(D) of the Ohio Revised Code. Further, this Board authorizes the County Administrator or Deputy County Administrator to begin negotiations with Wachtel & McAnally Architects/Planners Inc. who was determined to be the next most qualified professional design services firm pursuant to Section 153.69 of the Ohio Revised Code.

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Project file  
Sheriff (file)  
OMB Bid file

# Resolution

Number 17-2031

Adopted Date December 19, 2017

APPROVE AMENDMENT #1 TO THE CONTRACT WITH ROSE EXCAVATING AND DEVELOPMENT, INC. AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County has entered into a contract with Rose Excavating and Development through Resolution #17-1814, for the FY13/16 Village of Pleasant Plain Storm Sewer CDBG project; and

WHEREAS, the County desires to amend the contract to extend its duration and invoicing procedure; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment #1 with Rose Excavating and Development, Inc. and authorize the President and/or Vice President of this Board to sign documents relative thereto, 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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Rose Excavating & Development, Inc.  
OGA (file)

**AMENDMENT #1 TO CONTRACT FOR  
FY13/16 VILLAGE OF PLEASANT PLAIN STORM SEWER CDBG PROJECT**

Amendment to the contract dated November 16, 2017, for the FY 13/16 Village of Pleasant Plain Storm Sewer CDBG Project

By and between the County:

Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, OH 45036

And the Contractor:

Rose Excavating & Development, Inc.  
1272 Wilson-Dunham Road  
New Richmond, OH

Replace the following paragraphs:

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project within sixty days of date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.


With the following paragraphs:

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project by April 30, 2018. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

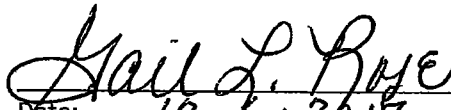
Upon partial completion of said project, the CONTRACTOR shall submit an invoice to the OWNER for work completed. Upon completion of said project, the CONTRACTOR shall submit a final invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

The Amendment agreed to by:

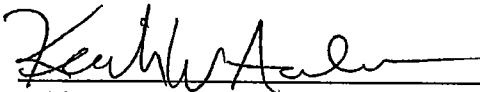
Warren County Board of Commissioners

  
Date: 12/19/17

Rose Excavating and Development

  
Date: 12-6-2017

Approved as to form:

  
Keith Anderson  
Assistant County Prosecutor

# Resolution

Number 17-2032

Adopted Date December 19, 2017

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO LEASE AGREEMENT WITH INMET ASSOCIATES RELATIVE TO THE LEASE OF PROPERTY LOCATED AT 773-775 READING ROAD, MASON, OHIO ON BEHALF OF THE WARREN COUNTY CLERK OF COURTS

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a lease agreement with Inmet Associates relative to the lease of property located at 773-775 Reading Road, Mason, Ohio on behalf of the Warren County Clerk of Courts; copy of said lease agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Inmet Associates  
Clerk of Courts (file)



## **LEASE**

This Lease is between Inmet LLC, 781 Reading Road, Mason, Ohio 45040 (hereinafter, "Lessor") and the Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter, "Lessee").

### **A. Lease of Premises**

In consideration of the payment of rent and the promises of Lessee, Lessor hereby leases to Lessee the following Premises located at 773-775 Reading Road, Mason, Ohio, together with the right to the joint use of entrances, foyers, hallways, stairs, elevators, parking areas, and other common areas and facilities.

The Premises contain approximately 4,018 square feet.

### **B. Term; Rent and Payment; Holdover Tenancy; Security Deposit**

#### **1. Original Term**

The term of this lease shall be five (5) years, beginning on January 1, 2018, and ending on December 31, 2022.

#### **2. Rent**

The rent for the original term shall be Two Hundred Eighty-One Thousand, Two Hundred Sixty and 20/100 Dollars (\$281,260.20), payable in monthly installments of Four Thousand, Six Hundred Eighty-Seven and 67/100 Dollars (\$4,687.67), each in advance, with the first installment due and payable on January 1, 2018, and subsequent installments due and payable on the first day of each month thereafter.

#### **3. Payment of Rent**

Lessee will pay the rent installments for the original and any renewal term when due, at Lessor's address given above or at such other place as Lessor may designate in writing.

#### **4. Holdover Tenancy**

If Lessee remains in possession of any part of the Premises after expiration or termination of this Lease, absent a new Lease or other written agreement between the parties, Lessee will hold as a tenant from month to month only, at a monthly rental equal to one hundred three per cent (103%) of the last monthly rental installment payment paid during the original term or renewal term of this lease and subject to all other provisions of this lease. The tenancy from month to month may be terminated by either party at the end of a rental month by giving the other party at least ninety (90) days' prior written notice.

**C. Use and Occupancy**

**1. Manner and Purpose**

The premises will be used and occupied by Lessee in a careful, safe, and proper manner.

**2. Hazardous Activities**

Lessee will not carry on or allow any activity or use of the Premises considered extra-hazardous for insurance purposes, nor will Lessee do any act which will invalidate insurance coverage on the structure or Premises or cause an increase in premiums. Lessee will observe all reasonable precautions for the prevention of fire, explosion, or escape of fumes, and reasonable and necessary measure to protect the safety of persons and property.

**D. Inspection of Premises by Lessee; No Warranty of Fitness**

Lessee has inspected the Premises and acknowledges that Lessor has made no representation, and there is no express or implied warranty by Lessor with respect to the fitness of the Premises for any particular use or purpose.

**1. Utilities**

Lessee shall pay all utilities, including but not limited to water, sewer, gas, and electric, billed separately, for the duration of the lease.

**2. Lessee's Expenses for Maintenance and Improvements**

Lessee will promptly pay all obligations incurred by it in maintaining or improving the premises.

**3. Items to be Maintained by Lessee**

Each of the following will be maintained at the expense of Lessee in good condition, repair, and working order: Interior paint and decoration, interior floor finish and coverings, interior of windows and interior window treatments.

**4. Items to be Maintained by Lessor**

Each of the following will be maintained at the expense of Lessor in good condition, repair, and working order: HVAC system, electrical system, roof, wall, foundation, structural portions of floor, bathroom facilities and fixtures, lighting system (excluding light bulb replacement), entrance doors, sidewalks and parking lots, asphalt and parking spaces, sprinkler system, fire equipment and controls. Lessor will invoice Lessee monthly for common area

maintenance pro rated by the area leased compared to the total building area. Common area maintenance will include landscape maintenance, and snow and ice removal.

**5. Janitor Service**

Lessee shall provide its own cleaning or janitor service for the Leased Premises. Lessor shall provide cleaning or janitor service for all common and exterior areas, fixtures and facilities. Lessee shall provide for its own trash removal.

**E. Taxes and Assessments**

Lessor will invoice Lessee monthly for the pro rated share of the real estate taxes and property insurance. Lessee will promptly pay when due all taxes and special assessments imposed on Lessee's tangible or intangible property on the Leased Premises.

**F. Alterations**

No alterations or additions to the Leased Premises will be made by Lessee without the prior written consent of Lessor.

**G. Signs**

Lessee may install a suitable sign on the outside of the Leased Premises. Before installing any sign, Lessee shall obtain Lessor's approval of the design, color, size, style, and material of the sign. At the expiration or termination of the lease, Lessee at its expense shall remove all signs, advertisements, and notices installed by it.

**H. Waste**

Lessee will not commit or allow any waste on the premises.

**I. Self-Insurance**

Lessee represents to Lessor that it shall be liable in accordance with the same rules of law applicable to suits between private parties as provided by Ohio Revised Code section 2743.02, other statutes, and case law. Lessee further represents that it does not have a liability insurance carrier, but that it has the resources and authority to pay damages if liable. To the extent allowed by law, Lessee shall indemnify and hold harmless Lessor from and against any and all liabilities, claims, demands, costs, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any nature whatsoever arising or growing out of or in any way connected with the use, occupancy, management or control of the Premises or any part thereof or resulting from any breach, violation or non-performance of any coverage, condition, or agreement herein contained on the part of the Lessee to be kept or performed.

**J. Entry by Lessor**

Lessee will permit Lessor or its agents to enter the Leased Premises at all reasonable times to examine the Leased Premises, make corrections in the structure, or eliminate health and safety hazards.

**K. Assignment and Subletting**

Lessee may only sublet the leased premises to the State of Ohio for Bureau of Motor Vehicles purposes; otherwise, Lessee will not assign this lease, or sublet any part of the Leased Premises, for any other purpose or to any other party without Lessor's express written consent.

**L. Covenants of Title and Quiet Enjoyment**

Lessor warrants that it is the lawful owner of the Leased Premises and has good right and power to make this lease. If Lessee pays the rent as agreed, and fulfills all other conditions and obligations under this lease, Lessee may quietly enjoy the premises without hindrance by Lessor or any person lawfully claiming under Lessor.

**M. Subordination to Mortgages and Encumbrances**

This lease is subject and subordinate to the lien and provisions of any mortgage or encumbrance now or subsequently imposed on the Leased Premises. Lessee will promptly execute and deliver to Lessor any instrument Lessee may reasonably request in order to subordinate this lease to a mortgage or encumbrance.

**N. Responsibility for Personal Property**

Lessee is solely responsible for all tangible and intangible personal property, located on the Leased Premises, that belongs to Lessee or its agents, employees, licensees, or invitees.

**O. Damage to Premises; Appropriation of Premises**

**1. Damage or Destruction of the Premises**

If any part of the building or Leased Premises is damaged or destroyed without Lessee's fault, rendering the Leased Premises unfit for occupancy, Lessee may surrender possession of the Leased Premises and thereby terminate the lease with respect to all provisions, remaining liable only for accrued and unpaid rent and other financial obligations under the lease.

**2. Eminent Domain**

If any part of the Leased Premises is taken under a right of eminent domain, and except as provided in this section, the lease terminates on the date possession is required for the public use, and the taking shall constitute neither an eviction of Lessee nor a breach by Lessee of the covenant of quiet enjoyment. Until possession is required for public use, Lessee will pay the rent and observe all other covenants of the lease.

If only a part of the Leased Premises is taken, if the remaining Leased Premises can be substantially restored within thirty (30) days, and if nine (9) or more months remain in the current term, Lessee may elect to continue the lease and to have the Leased Premises restored by giving written notice to that effect to Lessor not later than fourteen (14) days after possession is taken for public use of the appropriated part. In such case, Lessor will restore the remaining Leased Premises at Lessor's sole expense. During restoration, the rent to be paid by Lessee will be abated by a reasonable amount; after restoration, the full rent shall be paid by Lessee to the end of the term.

Lessee is not entitled to any part of the award of damages or compensation for a taking under eminent domain; Lessor is entitled to the entire amount without deduction for any estate or interest of Lessee.

**P. Default by Lessee; Remedies of Lessor**

**1. What Constitutes Default by Lessee**

Lessee is in default under this lease if: (a) any installment of rent is not paid within ten (10) days after its due date; (b) Lessee fails to perform any other provision or rectify any deficiency under this lease within thirty (30) days after written notice to Lessor of the breach; (c) Lessee vacates the premises during the term; (d) Lessee makes an assignment for the benefit of creditors, or is subjected to receivership; (e) Lessee's interest in the Leased Premises is subjected to execution, attachment, or other legal process; or (f) Lessee is adjudicated bankrupt in a voluntary or involuntary proceeding.

**2. Remedies of Lessor**

If Lessee defaults, Lessor may enter and repossess the Leased Premises as if this lease had not been made, and the lease will thereby terminate without prejudice to Lessor's rights of action for past due rent, breach of covenant, present and prospective damages, or other cost or expense resulting from Lessee's default. For purposes of this section, the commencement of an action in forcible entry and detainer, ejectment, or similar action following default by Lessee is equivalent to an actual entry of the premises by Lessor.

**3. Waiver of Default**

The waiver by Lessor of any default by Lessee shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.

**Q. Notices**

All notices under this lease shall be in writing. Unless the party concerned designates another address, notices to Lessor shall be mailed or delivered to the address for Lessor set forth in this lease, and notices to Lessee shall be mailed or delivered to the Lessee at 773 Reading Road, Mason, Ohio 45040.

**R. Lease Binding on Parties and Successors**

This Lease and its provisions shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties, except that no assignment of all or any part of this Lease by Lessee in violation of its terms shall vest any right, title, or interest in the purported assigns.

IN WITNESS WHEREOF, the Warren County Board of County Commissioners, the Lessee herein, has caused this Lease to be executed by Tom Grossmann, its President, in accordance with Resolution No. 17-2032 dated 12/19/17 as authorized by Ohio Revised Code sections 305.25 and 307.09(B), on this 19 day of December, 2017.

**WITNESSES AS TO LESSEE:**

Laura K Lander  
Printed Name

[Signature]  
Signature

Kiana Hawk  
Printed Name

[Signature]  
Signature

**LESSEE:**

WARREN COUNTY BOARD OF  
COUNTY COMMISSIONERS

[Signature]  
, President

**APPROVED AS TO FORM**

[Signature]  
Adam M. Nice  
Asst. Prosecuting Attorney

**ACKNOWLEDGEMENT**

STATE OF OHIO, COUNTY OF WARREN, ss:

On this 19 day of December 2017, before me personally appeared

Tom Grossmann, President of the Warren County Board of Commissioners and authorized by Resolution to act on behalf of Lessee, who acknowledged that he executed the foregoing Lease on behalf of the Lessee and that the same is his free and voluntary act and deed, and that he is duly authorized to enter into this Lease.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Signature]  
NOTARY PUBLIC, STATE OF OHIO

My commission expires: 12/26/17



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/17

IN WITNESS WHEREOF, the Lessor has caused this Lease to be executed by

CLETIS M JACKSON, its OWNER, on this 12<sup>th</sup> day of DECEMBER 2017.

WITNESSES AS TO LESSOR:

LESSOR:

Gary Behrman  
Printed Name

INMET LLC

[Signature]  
Signature

By: Cletis M Jackson

Garrett Rodway  
Printed Name

[Signature]  
Signature

ACKNOWLEDGEMENT

STATE OF OHIO, COUNTY OF WARREN, ss:

On this 12 day of DEC, 2017, before me personally appeared CLETIS JACKSON, who acknowledged that he executed the foregoing Lease on behalf of the Lessor and that the same is his free and voluntary act and deed, and that he is duly authorized to enter into this Lease.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Signature]  
NOTARY PUBLIC, STATE OF OHIO

My commission expires: \_\_\_\_\_



DEBRA L ANGEL  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES  
FEBRUARY 10, 2020



OFFICES OF WARREN COUNTY, OHIO

2018

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 23248

Lebanon, Ohio

Date 10-20-17

Vendor Name INMET LLC
Street 781 READING RD
City, State, Zip MAJON, OH 45040
Remittance Address (Required)
Street SAME
City, State, Zip

Vendor # 03518
Fund # 250
Trans. Code
Subfund #
Prog. Code
Function # 1260
Class. Code
Object # 400
Subaccount

Memo Total P.O. Amount \$62,252.00

Auditor's Use Only:

Table with 3 columns: QUANTITY, DESCRIPTION OF SERVICES, PRICE. Row 1: MONTHLY LEASE - MAJON TITLE (TOTAL) \$62,252.00

OFFICE OR DEPARTMENT
CLERK OF COURTS - TITLE

SIGNATURE & TITLE
James L. Speth
JAMES L. SPETH - CLERK OF COURTS

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

County Commissioners
(If Applicable)

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

Fund free from any obligation or certification now outstanding.

Date Posted 20
By M. Nolan Deputy MATT NOLAN, AUDITOR

Date Approved

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

WARREN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND AS SUCH REQUIRES ITS CONTRACTORS AND SUPPLIERS TO ABIDE BY FEDERAL, STATE, AND LOCAL EEO RULES, REGULATIONS AND RELEVANT ORDERS. FAILURE OF VENDOR TO DO SO MAY RESULT IN CANCELLATION, SUSPENSION, OR TERMINATION OF CONTRACT/OBLIGATION.

# Resolution

Number 17-2033

Adopted Date December 19, 2017

APPROVE AND ENTER INTO CONTRACT WITH FES FIRE & SECURITY LLC. ON BEHALF OF FACILITIES MANAGEMENT

BE IT RESOLVED, to approve and enter into a three year (3) contract with FES Fire & Security LLC for inspections of various fire alarm systems and fire extinguishers for various Warren County buildings; as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to approve purchase order #21758 to FES Fire & Security LLC in the amount of \$5,772.00 for the first year of attached contract.

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/dc

cc: C/A—FES Fire & Security LLC  
Facilities Management (file)

## **FIRE EXTINGUISHER INSPECTION SERVICES AGREEMENT**

This agreement ("Agreement") is 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"), on behalf of the Warren County Facilities Management Department ("Facilities") and F.E.S. FIRE AND SECURITY, LLC, 5920 State Route 128, Cleves, Ohio 45002 (hereinafter called "F.E.S.").

### **WITNESSETH:**

**WHEREAS**, the County desires fire extinguisher inspection services for its facilities identified in Exhibit A (letter and quote dated November 30, 2017) attached hereto and incorporated herein by reference; and,

**WHEREAS**, F.E.S. was selected for this project in accordance with applicable state and county procurement; and

**NOW, THEREFORE**, the County and F.E.S., for the consideration hereinafter set forth, agree that F.E.S. will provide the services described in its Proposal and Quote (Exhibit A).

### **I. COMPENSATION**

1. All services performed pursuant to this Agreement shall be on a unit price basis in accordance with the attached current fee schedule in Exhibit A.
2. Payment of compensation shall be made to F.E.S. within thirty (30) days after the receipt of an invoice from F.E.S.

### **II. INSURANCE**

Prior to the commencement of any work, F.E.S. shall obtain and maintain in force at its sole cost and expense, Comprehensive General and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. F.E.S. 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 liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

F.E.S. 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.

### **III. INDEMNIFICATION**

F.E.S. 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 F.E.S., its agents, employees, licensees, contractors, subcontractors; (b) the failure of F.E.S., its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of F.E.S., its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

### **IV. STANDARDS AND PRINCIPLES**

F.E.S. shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

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

F.E.S. 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.

### **VI. PARTIES AND RELATIONSHIP OF PARTIES**

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

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

### **VII. 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. F.E.S. and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

**VIII. ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between F.E.S. and the 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.

**IX. 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.

**X. 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.

**XI. 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.

**XII. 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 F.E.S. from employing such independent professional F.E.S.'s, associates and subcontractors as it may deem appropriate to assist in the performance of services hereunder.

**XIII. 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. Tiffany Zindel, County Administrator  
406 Justice Drive  
Lebanon, Ohio 45036  
(513) 695-1250

TO: Fire Extinguisher Services, LLC  
Attn: Laura Zambon  
5920 State Route 128  
Cleves, Ohio 45002  
513-574-4277

#### **XIV. TERM AND TERMINATION**

This Agreement shall be effective as of the date it is executed by both parties and shall continue in effect until December 31, 2020.

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.

Either party may terminate this Agreement without cause upon 60 days written notice to the other party. The County shall pay F.E.S. for all services satisfactorily performed to date of termination.

#### **XV. AUTHORITY AND EXECUTION**

##### **FIRE EXTINGUISHER SERVICES, LLC:**

**IN EXECUTION WHEREOF, F.E.S. FIRE AND SECURITY, LLC** has caused this agreement to be executed by Laura Zambon, its authorized individual, on the date stated below.

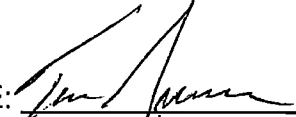
##### **FIRE EXTINGUISHER SERVICES, LLC:**

SIGNATURE: Laura Zambon  
PRINTED NAME: Laura Zambon  
TITLE: manager  
DATE: 12/13/17

**COUNTY:**

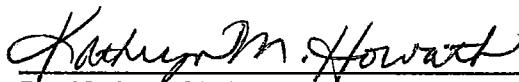
IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by ~~David Young~~<sup>Tom Grossmann</sup>, its President, on the date stated below, pursuant to Resolution No. 17-2033, dated December 19, 2017.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE:   
PRINTED NAME: ~~David Young~~ Tom Grossmann  
TITLE: President  
DATE: 12/19/17

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

  
By: Kathryn M. Horvath, Assistant Prosecutor

# Resolution

Number 17-2034

Adopted Date December 19, 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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



---

Tina Osborne, Clerk

cc: Auditor ~~DL~~  
Refunds file



# Resolution

Number 17-2035

Adopted Date December 19, 2017

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE  
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised  
Code 5705.41(D) (1), as attached hereto and made a part hereof:

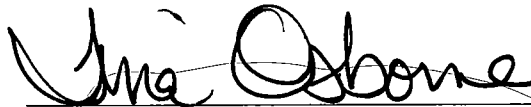
Veterans                      \$ 104.94

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DA~~  
Veterans (file)  
OMB

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 12/1/17

From: WC Veterans

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

A purchase order was not completed for this procurement because: unaware of office expense  
purchased through vendor

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	210	\$ 104.94

VENDOR NAME Digistitch

DESCRIPTION OF SERVICES Embroidery of Ipad cases

DATE OF OBLIGATION 10/1/17

## 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 \$ 19996.97 DATE 10.1.17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 11603.23 DATE 12.15.17

FUND BALANCE NOW \$ 36347076.65

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

# Resolution

Number 17-2036

Adopted Date December 19, 2017

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION 2, BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	17-027 (P/S)
Development	:	Legacy at Elliott Farm, Section 2, Block "B"
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$48,696.38
Surety Company	:	Liberty Mutual Insurance Company (#014075756)

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

17-027 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
The Drees Company \_\_\_\_\_ (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Liberty Mutual Insurance Company \_\_\_\_\_ (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Legacy at Elliott  
Farm \_\_\_\_\_ **Subdivision, Section/Phase** Sect.2 Blk(B) (hereinafter the "Subdivision") situated in  
Deerfield \_\_\_\_\_ (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$227,230.71,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$37,458.75; and,

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

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

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$48,696.38 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$45,446.14 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

The Drees Company  
Attn. Land Development Dept.  
211 Grandview Drive  
Ft. Mitchell, KY 41017  
Ph. ( 859 ) 578 - 4200

D. To the Surety:

Liberty Mutual Insurance Company

8044 Montgomery Road, Suite 150E

Cincinnati, OH 45236

Ph. ( 513 ) 792 - 1861

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

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

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

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

       Original Escrow Letter (attached)

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

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

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

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



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

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

**DEVELOPER:** The Drees Company

**SURETY:** Liberty Mutual Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Jeff Hebel

PRINTED NAME: Susan A. Yeazell

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact

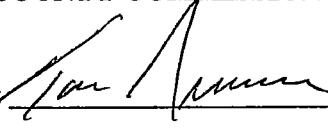
DATE: 11/7/2017

DATE: November 7, 2017

**[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 17-2036, dated 12/19/17.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

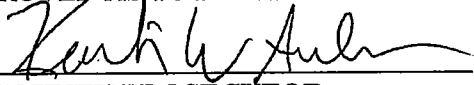
TITLE: President

DATE: 12/19/17

RECOMMENDED BY:

By: Neil F. Junison / RGH  
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that, The Drees Company, as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Forty-Eight Thousand Six Hundred Ninety-Six and 38/100 Dollars (\$48,696.38) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to construct and dedicate for public purpose and maintenance of Streets and Appurtenances (Including Sidewalks) in Legacy At Elliott Farm Section 2, Block B Subdivision in Deerfield Township, Warren County, OH.

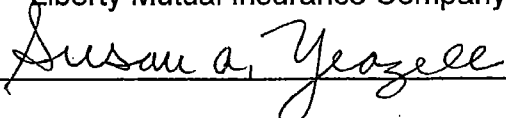
**NOW THEREFORE**, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Legacy At Elliott Farm Section 2, Block B Subdivision on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Forty-Eight Thousand Thousand Six Hundred Ninety-Six and 38/100 Dollars (\$48,696.38) and no more.

**SIGNED AND DATED THIS** 7<sup>th</sup> day of November, 2017

Principal: The Drees Company

By:   
Jeff Hebel, Assistant Secretary/  
Cincinnati Land Division

Surety: Liberty Mutual Insurance Company

By:   
Susan A. Yeazell, Attorney-in-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED-BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7822005

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire; that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts; and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint Dan E. Ries; Susan A. Yeazel;

all of the city of Cincinnati, state of OH, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: *David M. Carey*  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 29th day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS -** Section 12, Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President, or by the officer or officers granting such power of authority.

**ARTICLE XIII - Execution of Contracts -** SECTION 5, Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** by unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Hlawellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of November, 2017.



By: *Renee C. Hlawellyn*  
Renee C. Hlawellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# Resolution

Number 17-2037

Adopted Date December 19, 2017

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION 2, BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	17-028 (W/S)
Development	:	Legacy at Elliott Farm, Section 2, Block "B"
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$13,654
Surety Company	:	Liberty Mutual Insurance Co. (014075757)

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

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

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

17-028 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between The Drees Company (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Legacy at Elliott Farm Subdivision, Section/~~Phase~~ 2/B (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$136,540.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of ~~\$136,540.00~~ -0-; and, RA SJQ

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

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

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$13,654 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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



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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

The Drees Compnay  
Attn: Land Development Dept  
211 Grandview Drive  
Ft. Mitchell, KY 41017  
Ph. ( 859 ) 578 - 4261

D. To the Surety:

Liberty Mutual Insurance Company  
8044 Montgomery Road, Suite 150E  
Cincinnati, OH 45236

Ph. ( 513 ) 792 - 1861

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

**DEVELOPER:** The Drees Company

**SURETY:** Liberty Mutual Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Jeff Hebler

PRINTED NAME: Susan A. Yeazell

TITLE: Asst. Sec./Cincinnati Land

TITLE: Attorney-in-Fact

DATE: 12/12/17

DATE: December 11, 2017

**[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 17-2037, dated 12/19/17.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 12/19/17

RECOMMENDED BY:

By: Greg Bueh  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Ken H. Ansh  
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

Bond No. 014075757

## **MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS,** The Drees Company  
211 Grandview Drive, Ft. Mitchell, KY 41017 as Principal, and Liberty Mutual  
Insurance Company, a corporation organized under the laws of the Massachusetts  
with principal place at 8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236, as  
Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice  
Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Thirteen  
Thousand Six Hundred Fifty-Four and 00/100 Dollars, (\$13,654.00), for payment of  
which, well and truly to be made, we do hereby bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 11<sup>th</sup> day of December, 2017.

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

Water and/or Sanitary Sewer in Legacy at Elliott Farm Subdivision  
Section 2, Block B, in Deerfield Township, Warren County, Ohio

and

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

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is  
said Principal shall, for a period of One (1) year(s) from and after the 11<sup>th</sup>  
day of December, 2017, indemnify the Obligee against any loss or damage  
directly arising by reason of any defect in the material or workmanship which may be  
discovered within the period aforesaid, then this obligation shall be void; otherwise to be  
and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal,  
written statement of the particular facts showing such default and the date hereof shall  
be delivered facts showing such default and the date thereof shall be delivered to the  
Surety by certified mail, at its Home Office in 8044 Montgomery Road, Suite  
150E, Cincinnati, OH 45236 promptly and in any event within thirty (30) days after the

Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

The Drees Company  
Principal

By: \_\_\_\_\_  
Jeff Hebler

Its: Asst. Sec./Cincinnati Land

Liberty Mutual Insurance Company  
Surety

By: Susan A. Yeazell

Its: Susan A. Yeazell  
Attorney-in-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7822019

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Dan E. Fies; Susan A. Yeazell

all of the city of Cincinnati state of OH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: *David M. Carey*  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 29th day of June 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12 - Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5 - Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of December 2017.



By: *Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# Resolution

Number 17-2038

Adopted Date December 19, 2017

## APPROVE VARIOUS RECORD PLATS

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

- Legacy at Elliott Farm Section 2 Block "B" – Deerfield Township
- Soraya Farm Lifestyle Community Section 4 Revision 1 – Clearcreek Township

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC



# Resolution

Number 17-2039

Adopted Date December 19, 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:

\$ 261.00	from	#101-2100-400	(Coroner's – Purchased Services)
\$ .50	from	#101-2500-320	(Juvenile – Capital Purchases 10,000 & over)

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DA~~  
Appropriation Decrease file  
Coroner (file)  
Juvenile (file)  
OMB

# Resolution

Number 17-2040

Adopted Date December 19, 2017

ACCEPT APPROPRIATION DECREASES FOR ENGINEER'S OFFICE FUNDS 435, 450, 453, 463, AND 484

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the projects request necessary appropriation decreases for the Stout Road Bridge Project, Estates of Keever Creek Road Project, Old 122 and Township Line Roundabout Project, Fields Ertel and Columbia Road Roundabout Project and P & G Tif Road Construction; and

NOW THEREFORE BE IT RESOLVED, to accept an appropriation decreases in the funds 435, 450, 453, 463, and 484

## Appropriation Decreases

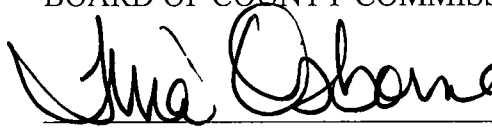
\$18,450.00	from	#435-3130-346	(Bridge Construction)
\$789,175.00	from	#450-3165-320	(Capital Purchases 10,000 & over)
\$5,200.32	from	#453-3120-320	(Capital Purchases 10,000 & over)
\$193,411.68	from	#453-3120-335	(Road Construction)
\$82,331.50	from	#484-3120-910	(Other Expense)

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 17-2041

Adopted Date December 19, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO COUNTY COURT FUND #253

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 301.57      into      253-1280-210      (Office Supplies)

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

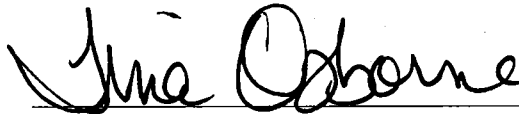
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor DH  
Appropriation Adjustment file  
County Court (file)  
OMB

# Resolution

Number 17-2042

Adopted Date December 19, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO #101 AND OPERATING TRANSFERS INTO TELECOMMUNICATION CONSTRUCTION FUND #492, FACILITIES MANAGEMENT CONSTRUCTION FUND #467, PROBATE JUVENILE COURT EXPANSION FUND #499, JAIL EXPANSION FUND #497, CHILDREN SERVICES FUND #273 AND DRUG TASK FORCE FUND #977

BE IT RESOLVED, to approve the following supplemental appropriations:

\$5,763,149 into #101-1112-785 (County Construction Projects)

\$2,200,000 into #101-1112-749 (General Fund – OT Children Services)

\$ 100,000 into #101-1111-712 (General Fund – Drug Task Force)

BE IT FURTHER RESOLVED, to approve the following operational transfers and local contribution:

\$1,211,611 from #101-1112-785 (County Construction Projects)  
into #467-9000-450 (Const. Projects- County Transfers)

\$1,609,514 from #101-1112-785 (County Construction Projects)  
into #492-9000-450 (Telecomm Construction Projects – Transfers)

\$ 847,024 from #101-1112-785 (County Construction Projects)  
into #492-9000-450 (Telecomm Construction Projects – Transfers)  
For Tri-Tech Change Order

\$1,250,000 from #101-1112-785 (County Construction Projects)  
into #499-9000-450 (Juvenile Expansion Construction Projects – Transfers)

\$ 845,000 from #101-1112-785 (County Construction Projects)  
into #497-9000-450 (Jail Expansion Construction Projects – Transfers)

\$2,200,000 from #101-1112-749 (General Fund – OT Children Services)  
into #273-9000-999 (Children Services)

RESOLUTION #17-2042  
DECEMBER 19, 2017  
PAGE 2

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: Auditor ~~JA~~  
Supplemental App. file  
Operating Transfer file  
Children Services (file)

Telecom (file)  
Facilities Management (file)  
OMB

# Resolution

Number 17-2043

Adopted Date December 19, 2017

ACCEPT AMENDED CERTIFICATE FOR FUNDS 245, 258, 260, 265, 292, 293, 327, 435, 450, 484, 575, 583, 619, 630, and 650

WHEREAS, the anticipated revenue for Fund 245 Crime Victim Grant fund has decreased by \$13,551.63; and

WHEREAS, the anticipated revenue for Fund 258 Workforce Investment Act fund has decreased by \$326,623.38; and

WHEREAS, the anticipated revenue for Fund 260 Ohio Works Incentive Program fund has decreased by \$50,000.00; and

WHEREAS, the anticipated revenue for Fund 265 Community Development fund has decreased by \$258,191.32; and

WHEREAS, the anticipated revenue for Fund 292 Traffic Safety Program-Sheriff fund has decreased by \$25,629.85; and

WHEREAS, the anticipated revenue for Fund 293 Sheriff Grants fund has decreased by \$19,625.00; and

WHEREAS, the anticipated revenue for Fund 327 Bond Retirement Special Assessment fund has decreased by \$88,866.24; and

WHEREAS, the anticipated revenue for Fund 435 Strout Road Bridge 207-0.02 fund has decreased by \$20,000.00; and

WHEREAS, the anticipated revenue for Fund 450 Estates of Keever Creek Rd Project SA2008 fund has decreased by \$774,175.00; and

WHEREAS, the anticipated revenue for Fund 484 P&G TIF Road Construction fund decreased by \$84,189.78; and

WHEREAS, the anticipated revenue for Fund 575 Sewer Construction Projects (Revenue) fund has decreased by \$59,322.97; and

WHEREAS, the anticipated revenue for Fund 583 Water Const Projects (Revenue) fund has decreased by \$1,058,616.81; and

WHEREAS, the anticipated revenue for Fund 619 Vehicle Maintenance Rotary fund has decreased by \$212,428.25; and

WHEREAS, the anticipated revenue for Fund 630 Sheriff's Policing Revolving fund has decreased by \$255,060.84; and

WHEREAS, the anticipated revenue for Fund 650 Gasoline Rotary fund has decreased by \$218,578.94

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate for Funds 245, 258, 260, 265, 292, 293, 327, 435, 450, 484, 575, 583, 619, 630, and 650.

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) ~~DW~~ (B. Quillen)  
Appropriation Decrease file  
Prosecutor (file)  
OhioMeansJobs (file)  
OGA (file)  
Sheriff (file)

Engineer (file)  
Water/Sewer (file)  
Garage (file)  
Facilities Management (file)  
OMB

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, December 19, 2017

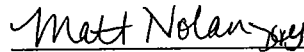
To the TAXING AUTHORITY of Warren County Commissioners

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

FUND TYPE - Special Revenue	Jan. 1st, 2017	Taxes	Other Sources	Total
Crime Victim Grant Fund 245	\$5,085.07		\$90,720.47	\$95,805.54
Workforce Investment Act Fund 258	\$36,535.65		\$713,376.62	\$749,912.27
Ohio Works Incentive Program Fund 260	\$0.00		\$0.00	\$0.00
Community Development Fund 265	\$220,246.11		\$622,208.68	\$842,454.79
Traffic Safety Program-Sheriff Fund 292	\$25,411.73		\$42,430.51	\$67,842.24
Sheriff Grants Fund 293	\$6,562.00		\$1,175.00	\$7,737.00
<b>FUND TYPE - Debt Service</b>				
Bond Retirement Special Assmnt Fund 327	\$405,782.93		\$1,286,133.76	\$1,691,916.69
<b>FUND TYPE - Capital Projects</b>				
Strout Rd Bridge 207-0.02 Fund 435	\$0.00		\$0.00	\$0.00
Estates of Keever Creek Rd Proj Fund 450	\$0.00		\$26,825.00	\$26,825.00
P&G TIF Road Construction Fund 484	\$1,750,590.06		\$3,536,206.22	\$5,286,796.28
<b>FUND TYPE - Enterprise Funds</b>				
Sewer Const Projects (Revenue) Fund 575	(\$1,248,432.46)		\$2,517,753.03	\$1,269,320.57
Water Const Projects (Revenue) Fund 583	(\$333,189.66)		\$1,730,383.19	\$1,397,193.53
Sheriff's Policing Revolv Fund 630	\$343,354.48		\$4,295,127.16	\$4,638,481.64
<b>FUND TYPE - Internal Service</b>				
Vehicle Maintenance Fund 619	\$243,503.91		\$409,171.75	\$652,675.66
Gasoline Rotary Fund 650	\$16,578.42		\$641,016.56	\$657,594.98
<b>TOTAL</b>	<b>\$1,472,028.24</b>	<b>\$0.00</b>	<b>\$15,912,527.95</b>	<b>\$17,384,556.19</b>

Amend 17 24

- Fund 245 (13,551.63)
- Fund 258 (326,623.38)
- Fund 260 (50,000.00)
- Fund 265 (258,191.32)
- Fund 292 (25,629.85)
- Fund 293 (19,625.00)
- Fund 327 (88,866.24)
- Fund 435 (20,000.00)
- Fund 450 (774,175.00)
- Fund 484 (84,189.78)
- Fund 575 (59,322.97)
- Fund 583 (1,058,616.81)
- Fund 619 (212,428.25)
- Fund 630 (255,060.84)
- Fund 650 (218,578.94)

  
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Budget  
Commission

65 6 NY 51 330 1102



# Resolution

Number 17-2044

Adopted Date December 19, 2017

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO COMMUNICATIONS CENTER – DISPATCH FUND #101-2850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Communications Center – Dispatch Fund #101-2850 in order to process a vacation leave payout for Robert Wilson former employee of the Communications Center - Dispatch:

\$1,716.50	from	#101-1110-882	(Commissioners – Vacation Leave Payout)
	into	#101-2850-882	(Comm. Ctr. – Dispatch - Vacation Leave Payout)

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 17-2045

Adopted Date December 19, 2017

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO COMMUNICATIONS CENTER – DISPATCH FUND #101-2850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Communications Center – Dispatch Fund #101-2850 in order to process a vacation leave payout for Katrina Kouts former employee of the Communications Center - Dispatch:

\$561.86	from	#101-1110-882	(Commissioners – Vacation Leave Payout)
	into	#101-2850-882	(Comm. Ctr. – Dispatch - Vacation Leave Payout)

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 17-2046

Adopted Date December 19, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #101-2810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,000.00 from #101-2810-220 (Operating Supplies)  
into #101-2810-430 (Utilities)

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

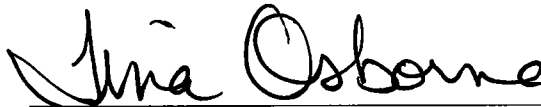
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DA~~  
Appropriation Adj. file  
Telecom (file)  
OMB

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

# Resolution

Number 17-2047

Adopted Date December 19, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #253

BE IT RESOLVED, to approve the following appropriation adjustment within County Court Fund 253


\$ 0.82	from	#253-1280-910	(Other Expense)
	into	#253-1280-210	(Office supplies)

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ~~DA~~  
Appropriation Adjustment file  
County Court (file)  
OMB

# Resolution

Number 17-2048

Adopted Date December 19, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustment:


\$2,800.00      from    #273-5100-430      (Utilities, General)  
                         into    #273-5100-220      (Operating Supplies/General)

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS

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

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cc: Auditor ~~DA~~  
Appropriation Adj. file  
Children Services (file)  
OMB

# Resolution

Number 17-2049

Adopted Date December 19, 2017

## AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #12/19/2017 001, #12/19/2017 002, #12/19/2017 003, #12/19/2017 004, #12/19/2017 005, #12/19/2017 006, #12/19/2017 007, #12/19/2017 008, #12/19/2017 009, and #12/19/2017 010; 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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DA~~

# Resolution

Number 17-2050

Adopted Date December 19, 2017

BEGIN THURSDAY, DECEMBER 28, 2017, COMMISSIONERS' MEETING AT 9:00 A.M.

BE IT RESOLVED, to begin the Thursday December 28, 2017, Commissioners' meeting at 9:00 a.m. in the Commissioners' Meeting Room.

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/11

cc: Commissioners file  
All Departments  
Press

# Resolution

Number 17-2051

Adopted Date December 19, 2017

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #12/14/2017 001, #12/14/2017 002, #12/14/2017 003, #12/14/2017 004, #12/14/2017 005, #12/14/2017 006, #12/14/2017 007, #12/14/2017 008, #12/14/2017 009, #12/14/2017 010 and 12/14/2017 011; 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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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cc: Auditor DA



# Resolution

Number 17-2052

Adopted Date December 19, 2017

## APPROVE 2018 ANNUAL APPROPRIATIONS

BE IT RESOLVED, to approve the 2018 Annual Appropriations for Funds 101 to 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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: Auditor \_\_\_\_\_  
Budget file  
OMB  
T. Zindel

# Resolution

Number 17-2053

Adopted Date December 19, 2017

**A RESOLUTION DETERMINING THE NECESSITY OF AND AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$16,000,000 OF HEALTHCARE FACILITIES REVENUE BONDS, SERIES 2017 (OTTERBEIN HOMES OBLIGATED GROUP); AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS OF LEASE AND SUBLEASES IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST (BOND INDENTURE) TO SECURE SUCH SERIES 2017 BONDS; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT OR SIMILAR AGREEMENT WITH RESPECT TO SAID SERIES 2017 BONDS; AND AUTHORIZING A TAX EXEMPTION CERTIFICATE AND AGREEMENT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2017 BONDS.**

WHEREAS, at the request of Otterbein Homes, an Ohio non-profit corporation (the "Corporation"), Otterbein Lebanon, an Ohio non-profit corporation, Otterbein Lebanon, LLC, an Ohio limited liability company, and Otterbein St. Marys, LLC, an Ohio limited liability company, the Board of County Commissioners (the "Board") of the County has determined to authorize the issuance of not to exceed \$16,000,000 of County of Warren, Ohio Healthcare Facilities Revenue Bonds, Series 2017 (Otterbein Homes Obligated Group) (the "Series 2017 Bonds") for the purpose of (1) financing a portion of the costs of the acquisition, construction, renovation, repurposing and equipping of additional "hospital facilities," as that term is defined in Section 140.01 of the Ohio Revised Code ("Hospital Facilities"), including, without limitation, (a) the renovation and repurposing of the Campus Center Building, including the skilled nursing facility, located at 580 N. State Route 741, Lebanon, Ohio and 585 N. State Route 741, Lebanon, Ohio, and (b) the acquisition, construction and installation of sixteen independent living patio home units to be located at 11230 State Route 364, St. Marys, Ohio 45885 (together, the "2017 Project"), (2) capitalizing interest on the 2017 Bonds, and (3) paying certain costs of issuance; and

WHEREAS, the acquisition, construction, renovation, repurposing and equipping of the 2017 Project will provide Hospital Facilities at the lowest possible cost to service the residents of the State of Ohio, the County, and the County of Auglaize, Ohio which Hospital Facilities are and will be available for the service of the general public without discrimination by reason of race, creed, color or national origin; and

WHEREAS, it is necessary for the County to enter into a Public Hospital Agencies Agreement with the County of Auglaize, Ohio (the "Public Hospital Agencies Agreement") permitting the County to issue its revenue bonds the proceeds of which will finance and/or refinance Hospital Facilities located in such county; and

WHEREAS, this Board is authorized by the authority contained in Chapter 140, Ohio Revised Code, to issue health care facilities revenue bonds for the aforesaid purposes; and

WHEREAS, at the request of the Corporation and its affiliates, this Board has determined to authorize such Series 2017 Bonds and to award the sale thereof to Fifth Third Bank, Fifth Third Commercial Funding, Inc. or a related entity; and

WHEREAS, the County will acquire a leasehold interest in the Existing Facilities (which includes the 2017 Project) pursuant to certain Agreements of Lease (each a "Lease" and collectively, the "Leases") between the Corporation or one of its affiliates (together, "Otterbein Lessees") and the County, and will sublease such Existing Facilities to the Otterbein Lessees, each of which is an Ohio nonprofit corporation or limited liability company, the sole member of which is the Corporation, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual and which has authority to operate Hospital Facilities pursuant to certain Subleases (each a "Sublease" and collectively, the "Subleases") between the County and the Otterbein Lessee(s); and

WHEREAS, it is necessary in connection with the issuance of the Series 2017 Bonds and the financing of the 2017 Project for the County to enter into the Indenture of Trust (Bond Indenture) between the County and U.S. Bank National Association, as trustee (the "Indenture"); and

WHEREAS, it is necessary in connection with the issuance of such Series 2017 Bonds to also provide for the authorization of a Bond Purchase Agreement or similar agreement and a Tax Exemption Certificate and Agreement and to authorize certain other documents in connection with the issuance of the Series 2017 Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Warren, Ohio:

**SECTION 1.** That for the purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and facilitating the financing of Hospital Facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Board, acting on behalf of the County of Warren, Ohio, hereby determines that revenue bonds shall be issued pursuant to Section 140.06, Ohio Revised Code, in the principal amount of not to exceed \$16,000,000 for the purposes set forth in the preambles hereto. Such bonds shall be designated County of Warren, Ohio Healthcare Facilities Revenue Bonds, Series 2017 (Otterbein Homes Obligated Group). The Series 2017 Bonds shall be issued in the forms and denominations and shall be executed, dated, be subject to redemption prior to maturity on the dates and at the prices, and be payable on the dates, all as exactly provided in the Indenture and by the Bond Purchase Agreement or similar agreement hereinafter authorized. The Series 2017 Bonds shall be retired either at stated maturity or by mandatory sinking fund redemption over a period not to exceed 30 years as set forth in the Indenture herein authorized.

**SECTION 2.** That the Series 2017 Bonds shall be payable at the designated corporate trust office of U.S. Bank National Association, as trustee (the "Bond Trustee"), or any successor trustee or shall be payable directly to the holders of the Series 2017 Bonds.

**SECTION 3.** That each of the Series 2017 Bonds authorized hereby shall bear on its face a statement that the Series 2017 Bonds are not general obligations, debt or bonded indebtedness of the County of Warren, Ohio or the State of Ohio or any political subdivision thereof, and the holders or owners of the Series 2017 Bonds are not given the right, and have no right, to have excises or taxes levied by the County of Warren, Ohio or the State of Ohio or any political subdivision thereof, for the payment of the bond service charges on such Series 2017 Bonds and that the right to such payment is limited to the revenues and special funds pledged for such purpose under the Indenture herein authorized.

**SECTION 4.** That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute on behalf of the County, the Indenture with the aforesaid Bond Trustee, in substantially the form presented to this Board and on file with the Clerk, and the Trust Estate as therein defined shall be pledged and the other agreements, covenants and promises therein made on behalf of the County shall be conclusively binding upon the County and in full force and effect from and after delivery of the aforesaid Series 2017 Bonds to their purchasers pursuant to the terms of said Indenture. Said Indenture shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Indenture as aforesaid.

**SECTION 5.** That this Board and said Trustee are hereby authorized and directed to do all the acts and things required of them by the provisions of the Series 2017 Bonds and the Indenture to the end that full and complete performance of all of the terms, covenants and agreements of the Series 2017 Bonds and Indenture shall be effected, including taking all actions necessary to complete the sale of the Series 2017 Bonds under the "Blue Sky" laws of any jurisdiction; provided that the County shall not be required to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

**SECTION 6.** That this Board hereby determines that the leasing of the Existing Facilities from the Otterbein Lessees and the subleasing of the 2017 Project to the Otterbein Lessees, which will operate the Existing Facilities providing health care to the general public without discrimination by reason of race, creed, color or national origin, is undertaken for and will serve the public purpose of better providing for the health and welfare of the people of the County and the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby.

**SECTION 7.** That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and enter into, on behalf of the County the Leases with each of the Otterbein Lessees. The Leases shall be substantially in the forms presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Leases as aforesaid. It is hereby determined that such Leases will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the County will be duly benefited thereby.

**SECTION 8.** That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and deliver on behalf of the County the Subleases with each of the Otterbein Lessees. The Subleases shall be substantially in the forms presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Subleases as aforesaid. It is hereby determined that such Subleases will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the County will be duly benefited thereby.

**SECTION 9.** That the County Administrator or any member of this Board be and is hereby authorized and directed to execute and deliver on behalf of the County a Bond Purchase Agreement providing for the sale of the Series 2017 Bonds substantially in the form heretofore presented to this Board by Fifth Third Commercial Funding, Inc. or an affiliated entity, so long as the terms of purchase contained therein are within the guidelines established in Section 1 of this Resolution. Such Bond Purchase Agreement shall set forth the underwriting discount, if applicable, principal amounts, maturities, redemption provisions, terms and conditions and interest rate or rates on the Series 2017 Bonds, and the execution and delivery of the Bond Purchase Agreement by such County Administrator or member of this Board shall be conclusive evidence of the authorization by this Board of such underwriting discount, principal amounts, maturities, redemption provisions and interest rate or rates on the Series 2017 Bonds.

**SECTION 10.** That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and deliver on behalf of the County a Tax Exemption Certificate and Agreement in substantially the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Tax Exemption Certificate and Agreement as aforesaid.

**SECTION 11.** That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and deliver on behalf of the County a Public Hospital Agencies Agreement in substantially the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Public Hospital Agencies Agreement as aforesaid.

**SECTION 12.** That this Board, for and on behalf of the County of Warren, Ohio, hereby covenants that it will restrict the use of the proceeds of the Series 2017 Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code and the regulations prescribed thereunder. Any member of this Board or any other officer of the County having responsibility with respect to the issuance of said Series 2017 Bonds is authorized and directed to give an appropriate certificate on behalf of the County, on the date of delivery of said Series 2017 Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and

circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 and regulations thereunder.

**SECTION 13.** That the appropriate officers of the County, including the appropriate members of this Board, be and they hereby are authorized to execute and deliver on behalf of the County such other releases, cancellation, certificates, documents and instruments in connection with the issuance and public sale of the Series 2017 Bonds, the acquisition, construction, equipping, renovation and repurposing of the 2017 Project as may be required, necessary or appropriate, including, without limitation, any documents which are necessary or appropriate in order to ensure compliance of the Series 2017 Bonds with the Internal Revenue Code, letters of representation to securities depositories, documentation relating to any qualified hedges, conveyances of title to real and personal property, terminations of financing statements and other releases of security interests in property and cancellations of leases. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of the County.

**SECTION 14.** That this Board of County Commissioners, as the “applicable elected representative” of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Series 2017 Bonds in the maximum principal amount of not to exceed \$16,000,000, the proceeds of which will be made available (a) to finance the acquisition, construction, installation, renovation, repurposing and equipping of certain Hospital Facilities, including, without limitation, (i) the renovation and repurposing of the Campus Center Building, including the skilled nursing facility, located at 580 N. State Route 741, Lebanon, Ohio and 585 N. State Route 741, Lebanon, Ohio, at the approximate cost of \$13,000,000, the initial owner, operator or manager of which will either be the Corporation or Otterbein Lebanon, an Ohio not-for-profit corporation, Otterbein Lebanon, LLC, an Ohio limited liability company, or an affiliate of one of these, and (ii) the acquisition, construction and installation of sixteen independent living patio home units to be located at 11230 State Route 364, St. Marys, Ohio, at the approximate cost of \$3,000,000, the initial owner, operator or manager of which will be either the Corporation and Otterbein St. Marys LLC, an Ohio limited liability company, or an affiliate of one of these, (b) to capitalize interest on the Series 2017 Bonds, and (c) to pay costs of issuance associated with the issuance of the Series 2017 Bonds.

**SECTION 15.** That all resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 16.** The Board hereby finds and determines that all formal actions of this Board, concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees resulting in such formal action, were in meeting open to the public, in full compliance with the law.

**SECTION 17.** That this resolution shall be effective from and after its adoption.

RESOLUTION #17-2053  
DECEMBER 19, 2107  
PAGE 6

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: Auditor (certified)  
Bond File  
Abbot Thayer (Dinsmore & Shohl)

# Resolution

Number 17-2054

Adopted Date December 19, 2017

APPOINT MELISSA BOUR AS THE DIRECTOR OF WARREN COUNTY EMERGENCY SERVICES

WHEREAS, it is the desire of the Board of County Commissioners to appoint Melissa Bour as Director of Warren County Emergency Services; and

NOW THEREFORE BE IT RESOLVED, to appoint Melissa Bour, as the Director of Warren County Emergency Services , unclassified, full-time permanent, exempt status (40 hours per week), Pay Range #C, \$2,884.62 per pay period, effective pay period starting December 23, 2017.

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

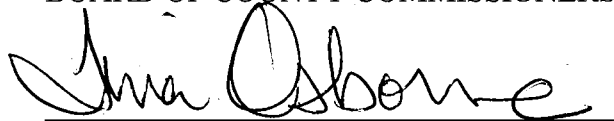
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file  
M. Bour's Personnel file  
OMB – Sue Spencer  
Emergency Services (file)



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

# Resolution

Number 17-2055

Adopted Date December 19, 2017

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS FUND  
#101-1110

BE IT RESOLVED, to approve the following appropriation adjustment:

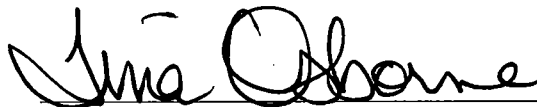
\$240.00      from #101-1110-400      (Commissioners – Purchased Services)  
                 into #101-1110-882      (Commissioners – Accum. Vacation)

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DM~~  
Appropriation Adjustment file  
Commissioners file  
OMB

# Resolution

Number 17-2056

Adopted Date December 19, 2017

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO SHERIFF 'S FUND #101-2200

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Sheriff's Fund #101-2200 in order to process a sick and vacation leave payout for Richard Logan former employee of the Sheriff's Office:

\$ 7,863.38    from    #101-1110-881            (Commissioners – Sick Leave Payout)  
                 into    #101-2200-881            (Sheriff – Sick Leave Payout)

\$22,127.79    from    #101-1110-882            (Commissioners - Vacation Leave Payout)  
                 into    #101-2200-882            (Sheriff - Vacation Leave Payout)

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

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

Resolution adopted this 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor ~~JA~~  
Appropriation Adjustment file  
Sheriff (file)  
OMB

# Resolution

Number 17-2057

Adopted Date December 19, 2017

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
NO. 510

WHEREAS, the Water and Sewer department incurs costs for Utilities; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$25,000.00 from #510-3209-3209-400 (WRRM/Purchased Services)  
into #510-3200-3200-430 (Utilities)

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 19<sup>th</sup> day of December 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

las

cc:

Auditor JD  
Appropriation Adj. file  
Water/Sewer (file)  
OMB