

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0706

Adopted Date May 01, 2018

ACCEPT RESIGNATION OF SARAH OWINGS, CUSTODIAL WORKER, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT, EFFECTIVE APRIL 23, 2018

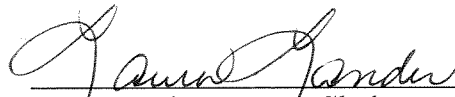
BE IT RESOLVED, to accept the resignation of Sarah Owings, Custodial Worker I, within the Warren County Facilities Management Department, effective April 23, 2018.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Facilities Management (file)
S. Owings Personnel File
OMB – Sue Spencer
Tammy Whitaker
Job Class #1175
Position Control #101101175

Resolution

Number 18-0707

Adopted Date May 01, 2018

HIRE BRITTANY OWENS AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION


BE IT RESOLVED, to hire Brittney Owens, as Protective Services Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.67 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective May 21, 2018, subject to a negative drug screen and 365 day probationary period.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laufa Lander, Deputy Clerk

H/R

cc: Children Services (file)
Brittany Owens' Personnel file
OMB – Sue Spencer
Job Class #1796
Position Control #273101796

Resolution

Number 18-0708

Adopted Date May 01, 2018

APPROVE PAY SUPPLEMENT FOR REBEKAH BRIGANO, ADMINISTRATIVE ASSISTANT WITHIN THE WARREN COUNTY OFFICE OF ECONOMIC DEVELOPMENT

WHEREAS, pursuant to Resolution #15-1443, adopted September 22, 2015, this Board approved the pay supplement through 2016; and

WHEREAS, pursuant to Resolution #17-0163, approved February 04, 2017, this Board approved the pay supplement would remain in effect until further notice of request changes initiated by Economic Development or the Workforce Investment Board; and

WHEREAS, due to the retirement of Angie Steffen, the director requests the pay supplement of \$82.69 per pay be approved for Rebekah Brigano as she is Ms. Steffen's replacement and will continue the same duties as Ms. Steffen; and

NOW THEREFORE BE IT RESOLVED, to approve the pay supplement of \$82.69 per pay to Rebekah Brigano, Administrative Assistant, within the Office of Economic Development effective pay period beginning April 28, 2018; and


BE IT FURTHER RESOLVED, this pay supplement for Rebekah Brigano, will remain in effect until further notice of request changes initiated by Office of Economic Development or the Workforce Investment Board.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Economic Development (file)
Rebekah Brigano's Personnel File
OMB-Sue Spencer

Resolution

Number 18-0709

Adopted Date May 01, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO KEVIN CURRAN, WATER DISTRIBUTION WORKER III, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Kevin Curran, Water Distribution Worker III; and


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

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Water/Sewer (file)
K. Curran's FMLA file
OMB- Sue Spencer

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

Resolution

Number 18-0710

Adopted Date May 01, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO ASHLEY WILSON,
CASHIER RECEPTIONIST, WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Ashley Wilson, Cashier Receptionist; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Ashley Wilson for a personal illness not to exceed twelve (12) weeks; pending further documentation from Mrs. Wilson's physician.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Building/Zoning (file)
A. Wilson's FMLA file
OMB- Sue Spencer

Resolution

Number 18-0711

Adopted Date May 01, 2018

AUTHORIZE THE POSTING OF THE "TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Temporary Youth Employment Worksite Supervisor" position within the Department of Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Temporary Youth Employment Worksite Supervisor" 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 May 2, 2018.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

H/R

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

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

Resolution

Number 18-0712

Adopted Date May 01, 2018

ADVERTISE FOR ELECTRONIC SEALED BIDS FOR THE PURCHASE OF 26,930 TONS OF BULK ICE CONTROL SALT

BE IT RESOLVED, to advertise for Electronic Sealed bids for the purchase of 26,930 Tons of Bulk Ice Control Salt; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of May 6, 2018; sealed bid package due to the County by 2:00 p.m., May 16, 2018; electronic sealed bids to begin May 22, 2018 @ 10:00 a.m.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

EH\

cc: Engineer (file)
OMB Bid file

Resolution

Number 18-0713

Adopted Date May 01, 2018

ADJUST BILLING METHOD FOR FALLS OF LANDEN WATER AND SEWER ACCOUNTS (310405, 310412, 310417 AND 310463)

WHEREAS, there are four water and sewer accounts for the Falls of Landen (combination of townhomes and condominiums) that are being billed based on the size of the water meter that was installed. However, the average usage for these accounts do not exceed the minimum bi-monthly usage based on these meter sizes; and

WHEREAS, Murry Feldstein, Association Manager for Towne Properties has requested that these accounts be billed based on the actual water usage or a bi-monthly minimum bill of 20,000 gallons, whichever is greater, effective with the next billing cycle; and

NOW THEREFORE BE IT RESOLVED, to direct the Warren County Water and Sewer Department to base water and sewer charges for Falls of Landen Accounts 310405, 310412, 310417 and 310463 on the actual usage or a bi-monthly minimum usage of 20,000 gallons, whichever is greater, effective with the next billing cycle.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk rk

cc: Water/Sewer (file)
Customer File
Murry Feldstein, Towne Properties, 11340 Montgomery Rd, Ste 202, Cincinnati OH 45249

Resolution

Number 18-0714

Adopted Date May 01, 2018

APPROVE EMERGENCY REPLACEMENT OF THE BOOSTER WATER HEATER AT THE WARREN COUNTY JAIL

WHEREAS, on April 23rd Facilities Management personnel became aware that the booster water heater was malfunctioning; and

WHEREAS, upon inspection it was determined that the booster water heater needed immediate replacement; and

WHEREAS, the booster water heater is necessary in order to prepare meals for both the Warren County Jail and Juvenile; and

NOW THEREFORE BE IT RESOLVED, to declare emergency replacement of the booster water heater; and

BE IT FURTHER RESOLVED, to approve purchase order #24838 in the amount of \$2,747.80 to Central Restaurant Products for said replacement.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor y
Facilities Management (file)
OMB

Resolution

Number 18-0715

Adopted Date May 01, 2018

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH EITHER ENGIE OR IGS ENERGY FOR ELECTRIC GENERATION TO VARIOUS FACILITIES WITHIN THE WATER AND SEWER DEPARTMENT, VARIOUS FACILITIES WITHIN THE PARK DISTRICT, VARIOUS FACILITIES WITHIN WARREN COUNTY TELECOMMUNICATIONS, AND VARIOUS SERVICES WITHIN THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, pursuant to Resolution 04-13 adopted, November 20, 2013 the Warren County Park Board authorized the Warren County Board of Commissioners to act on behalf of the Park District to enter into a contract for Electric Generation Service at parks within Warren County; and

WHEREAS, proposals were received for electric generation at various facilities within the Water and Sewer Department, Warren County Parks, Telecommunications and Engineer's Office; and

WHEREAS, pursuant to Phase one of the Request for Proposals, two proposers, Engie and IGS, were selected to negotiate a Master Electric Service Agreement (MESA); and

WHEREAS, a MESA has been developed with both Engie and IGS Energy; and

WHEREAS, pursuant to Phase two of the Request for Proposals, refreshed pricing will be requested of both proposers and the lowest and best pricing will be selected; and

WHEREAS, Duke Energy and Dayton Power & Light (DP&L) provide billing services for both Engie and IGS Energy and Purchase Orders 22528, 22590, 22525 and 22589 have previously been approved to Duke Energy and DP&L; and

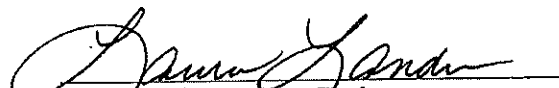
NOW THEREFORE BE IT RESOLVED, to approve and authorize the County Administrator to enter into an agreement with either Engie or IGS Energy for electric generation; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: c/a – Engie
c/a – IGS Energy
Water/Sewer (file)

Telecommunications (file)
Engineer's Office (file)
Park District (file)

Resolution

Number 18-0716

Adopted Date May 01, 2018

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO A CONTINUITY OF OPERATIONS MEMORANDUM OF UNDERSTANDING WITH WARREN COUNTY CAREER CENTER ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

BE IT RESOLVED, to authorize the President of the Board, to enter into a Continuity of Operations Memorandum of Understanding with the Warren County Career Center; copy of said Memorandum of Understanding attached hereto and made part hereof.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a- Warren County Career Center
Emergency Services (file)

WARREN COUNTY EMERGENCY SERVICES

Memorandum of Understanding

**Warren County Emergency Services
2018**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Warren County Commissioners and the Warren County Career Center relative to providing Emergency Medical Dispatch (EMD), Emergency Fire Dispatch (EFD) & Emergency Police Dispatch (EPD) training to the employees of Warren County Emergency Services and students of the Warren County Career Center.

Background

Warren County Emergency Service employees are required to be certified emergency dispatchers through Ohio Revised Code 128 and the International Academies of Emergency Dispatch. This certification ensures that the citizens of Warren County in need of emergency, health and social services are matched safely, quickly and effectively with the most appropriate resource.

Purpose

This MOU will outline the expectations of each party involved. Warren County Emergency Services and the Warren County Career Center will work together providing the training required for both employees and students at each entity.

The above goal will be accomplished by undertaking the following:

- I. The Warren County Career Center will provide EMD/EFD/EPD training for Warren County Emergency Services employees at the cost of course materials only.
2. Warren County Career Center will be the authorized to train EMD/EFD/EPD protocols, procured by Warren County Commissioners for Warren County Emergency Services and in the Warren County Career Center's Public Safety Programs.
3. Warren County Emergency Services will be responsible for all incurred costs of training and recertification of those individuals, from the Warren County Career Center, who are chosen to become instructors through the International Academies of Emergency Dispatch (IAED).
4. The Warren County Career Center will be fully reimbursed for the cost of their instructors' IAED training, travel, lodging, meals and vehicle rental if necessary.
5. When appropriate, Warren County Emergency Service's certified instructors will provide training to students at the Warren County Career Center.
6. The Warren County Career Center requires a 30 day window to schedule evening classes. All other training dates and times will be determined and agreed upon by both parties in a reasonable manner of time as to not interfere or prevent delayed certification process for new employees of Warren County Emergency Services.
7. Training may occur at either site to be determined and agreed upon by both parties.

8. Warren County Career Center student candidates may apply and upon approval, shadow Warren County Emergency Service Employees in two (2) - four (4) hour increments. This may occur with predetermined times agreed upon by both parties.

Duration

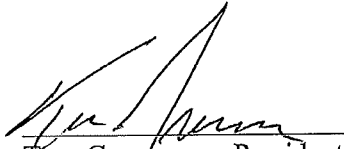
This MOU is at-will and may be modified by mutual consent of authorized officials from Warren County Emergency Services and Warren County Career Center. This MOU shall become effective upon signature by the authorized officials from the agencies listed above and will remain in effect until modified or terminated by any one of the partners or by mutual consent. In the absence of an extension by mutual agreement of the authorized officials from the Warren County Emergency Services and the Warren County Career Center, this MOU shall terminate two (2) years from the date of signatures on this document.

Contact Information

Melissa Bour, Director
Warren County Emergency Services
520 Justice Drive
Lebanon, Ohio 45036
513-695-1315
513-695-1715
Melissa.bour@wcoh.net

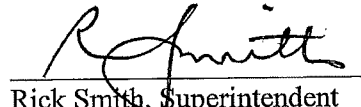
Rick Smith, Superintendent
Warren County Career Center
3525 N. St. Rt. 48
Lebanon, Ohio 45036
513-932-5677 Ext. 5200
Rick.smith@mywccc.org

WARREN COUNTY




Tom Grossmann, President 5/1/18
Warren County Commissioners Date

WARREN COUNTY CAREER CENTER



Rick Smith, Superintendent
Warren County Career Center 4/5/2018

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 18-0717

Adopted Date May 01, 2018

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 58, 64, 65; 66, 67, 68, 69, and 70 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

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

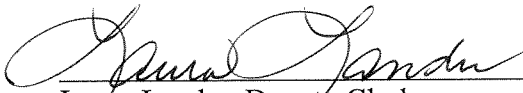
NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Reports 58, 64, 65, 66, 67, 68, 69, and 70; as attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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



WBZS: 88W+T

Warren County Sales Order 6395 Task Completion Report 58

Effective Date: 03/07/2018

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

Acknowledgement: Warren Co 6395 OSD approval JMS HomeWav Interface

Document(s) Referenced: OSD - Ohio Warren County - Jail HomeWav Interface V1.1 Dated: 03/07/2018 Issued by: Andrew Keener.

Document was reviewed and updated on March 7, 2018 with Warren Co and Andrew Keener. Client accepts OSD as scope for interface.

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

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

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

Approvals

Client Project Manager

Print Name: Tom Grossmann

Signature:

Date: 5/1/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

Date: 03/07/2018



Warren County Sales Order 6395 Task Completion Report 64

Effective Date: 03/30/2018

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

Acknowledgement: OSD ICS Warren Co Jail Inmate Publisher-Approved

Document: OSD Warren ICS Jail Inmate Publisher - Version 2.1

OSD has been reviewed and is approved by client for development.

SOW 1.2—definition

- The OSD provides an operational description of a capability or feature within the applicable TriTech solution in sufficient detail that both Client and TriTech teams mutually agree to the expected deliverable. The OSD provides the “what”, “how,” and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how TriTech’s Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for TriTech’s development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.

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

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

4APR 9:22AM

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

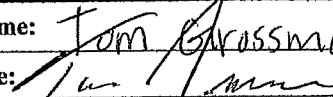
Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:



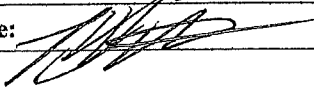
Date:

5/1/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:



Date: 03/23/2018



Warren County Sales Order 6395 Task Completion Report 65

Effective Date: 03/30/2018

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

Acknowledgement: OSD LiveScan Warren Co Publisher-Approved

Document: OSD Warren County Jail Livescan Publisher Interface - Version 2.2

OSD has been reviewed and is approved by client for development.

SOW 1.2—definition

- The OSD provides an operational description of a capability or feature within the applicable TriTech solution in sufficient detail that both Client and TriTech teams mutually agree to the expected deliverable. The OSD provides the “what”, “how,” and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how TriTech’s Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for TriTech’s development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.

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

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

4 APR 9:22A

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

Approvals

Client Project Manager

Print Name:

Jan Grossmann

Signature:

[Handwritten Signature]

Date:

5/1/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

[Handwritten Signature]

Date:

03/23/2018



Warren County Sales Order 6395 Task Completion Report 66

Effective Date: 03/30/2018

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

Acknowledgement: OSD Montgomery Co-- Warren Co -Approved

Document: OSD - Ohio Warren County - Jail Montgomery Co JusticeWeb Interface 1.2

OSD has been reviewed and is approved by client for development.

SOW 1.2—definition

- The OSD provides an operational description of a capability or feature within the applicable TriTech solution in sufficient detail that both Client and TriTech teams mutually agree to the expected deliverable. The OSD provides the "what", "how," and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how TriTech's Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for TriTech's development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.

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

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

4APR 9:22A

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

Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:

[Signature]

Date:

5/1/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

[Signature]

Date: 03/23/2018



Warren County Sales Order 6395 Task Completion Report 67

Effective Date: 03/30/2018

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

Acknowledgement: OSD HomeWav-- Warren Co -Approved

Document: OSD - Ohio Warren County - Jail HomeWav Interface 1.3

OSD has been reviewed and is approved by client for development.

SOW 1.2—definition

- The OSD provides an operational description of a capability or feature within the applicable TriTech solution in sufficient detail that both Client and TriTech teams mutually agree to the expected deliverable. The OSD provides the “what”, “how,” and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how TriTech’s Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for TriTech’s development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.

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

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

4APR 9:22AM

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

Approvals

Client Project Manager Print Name: Tom Grassmann

Signature: [Signature] Date: 5/1/18

TriTech Project Manager Print Name: Jameson Gartner

Signature: [Signature] Date: 03/23/2018



WARREN COUNTY
18 APR 2018

Warren County Sales Order 6395 Task Completion Report 68

Effective Date: 04/13/2018

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

Acknowledgement: OSD ICS Warren Co Jail Inmate Publisher-Approved

Document: OSD Warren ICS Jail Inmate Publisher - Version 2.2

OSD has been reviewed and is approved by client for development. Update from V2.1 is the diagram for the network boundary

SOW 1.2—definition

- The OSD provides an operational description of a capability or feature within the applicable TriTech solution in sufficient detail that both Client and TriTech teams mutually agree to the expected deliverable. The OSD provides the “what”, “how,” and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how TriTech’s Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for TriTech’s development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.

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

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

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

Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:

[Handwritten Signature]

Date:

3/1/19

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

[Handwritten Signature]

Date: 04/13/2018



Warren County Sales Order 6395 Task Completion Report 69

Effective Date: 04/13/2018

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

Acknowledgement: ICS Warren Co Jail Inmate Publisher-FAT doc delivery

Document: FAT Warren County ICS Jail Interface Version 1.0

FAT document was emailed to Gary Estes and Kathleen Farmer on 04/13/2018 for review.

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

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

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

Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:

[Handwritten Signature]

Date:

5/1/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

[Handwritten Signature]

Date: 04/13/2018



18 APR 8:24

Warren County Sales Order 6395 Task Completion Report 70

Effective Date: 04/13/2018

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

Acknowledgement: FAT Warren County Jail Livescan Publisher Interface Version 1.0— document delivery

Document: FAT Warren County Jail Livescan Publisher Interface Version 1.0

FAT document was emailed to Gary Estes and Kathleen Farmer on 04/13/2018 for review.

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

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

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

Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:

[Signature]

Date:

5/1/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

[Signature]

Date:

04/13/2018

Resolution

Number 18-0718

Adopted Date May 01, 2018

ENTER INTO ANNUAL RENEWAL AND MAINTENANCE AGREEMENT WITH
GENCORE CANDEO, LTD ON BEHALF OF WARREN COUNTY
TELECOMMUNICATIONS

WHEREAS, the department will renew maintenance agreement with Gencore Candeo, Ltd. for Genwatch maintenance to maintain radio usage records; and

NOW THEREFORE BE IT RESOLVED, to enter into a maintenance agreement with Gencore Candeo, Ltd. on behalf of Warren County Telecommunications; as attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: c/a – Gencore Candeo, Ltd.
Telecom (file)

Standard MTS Quotation (Maintenance & Total Support)

GenCore Candeo, Ltd. (aka: The Genesis Group)

5800 Eagles Nest Blvd.
Tyler, Texas, USA 75703
Main: 903-787-7400
www.genesisworld.com

Quotation - Mandy.Jentles@genesisworld.com
Purchase Order - Jamey.Whitley@genesisworld.com
Sales Representative: **MG**



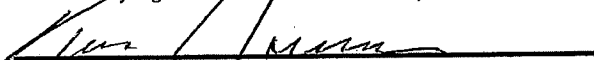
For:	Warren County, OH	Attn:	Paul Kindell
Quotation Date:	3/28/2018	Quotation Valid Through:	5/27/2018
Client Account #:	0202	Quotation #:	WARREN03282018A
Renewal Term:	1-Year	Dates covered:	4/1/2018 - 3/31/2019

Summary - This proposal is for annual renewal of the support and maintenance agreement covering Genesis software products only. Price includes complete telephone and remote support or system analysis 8:00 am-5:00 pm Central Time, software updates and upgrades and after-hour emergency support for the specified term above. It does not cover training or hardware unless specifically noted. On-site work will be performed at a negotiated price for travel, lodging and meals.

	MTS Details	Qty	Each	Extended
1	GenWatch3 - OTA for P25 (primary) Basic Core plus: 1-Year Archiving, Affiliation, Channel Status, SAM/ CloneWatch, GenSPOut, Full Reports, System Summary, SysVista, Unlimited Talkgroups	1	6509	\$6,509
2	GenWatch3 - OTA for P25 (fail-over) SystemWatch replacement bundle Billed at 1/2 price due to serving as redundancy	1	2314	\$2,314
Totals...				\$8,823


Quotation Terms & Conditions

- PRICES:** All prices are expressed in U.S. Dollars and are payable in U.S. Dollars. *Please make all checks and wire transfers payable to GenCore Candeo, Ltd. Contact Genesis for Bank Wire Transfer Instructions.*
- TAXES:** The above quoted price does not include any applicable state or local taxes. If applicable, they will be calculated at the time of purchase and reflected on your invoice.
- PAYMENT TERMS:** Submit Purchase Order to: Jamey.Whitley@genesisworld.com Net 30 days. Please remit payment to: GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, Texas 75703
- SUPPORT:** Full Terms and Conditions are contained herein or attached below, no other terms or conditions shall apply unless specifically contained in writing herein.
I hereby agree to the above stated prices, terms and conditions*


Customer Signature

5/1/18
Date

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney



Genesis Maintenance Agreement Overview

Genesis customers have options for maintaining their software solution to find the best fit for their needs.

SERVICE PROVIDED	Lifecycle	Standard MTS	5-Year Extended Warranty
Must be paid in full and at time of original software purchase			✓
Multi-Year pricing and incentives available	✓	✓	✓
Phone, email, & remote-in assistance 8am – 5pm, Monday – Friday, Central Standard Time	✓	✓	✓
24/7 "On Call" availability for Level 1 issues (See Item 9)	✓	✓	✓
Software updates and version upgrades on original purchased software. (See Item 2)	✓	✓	✓
Hardware refresh & warranty extensions to maintain minimum specifications for latest software version*	✓		✓
On-site services for ATIA system hardware refresh (OTA & GW3 TRBO remote upgraded)	✓		
3 rd party software replacement should obsolescence occur* (Microsoft, SQL, and Office as applicable)	✓		
Shipping*	✓		✓

*Customer supplied hardware is not included unless specified. Exclusions apply for non-US customers.

1. Genesis Maintenance Agreements do not include:

- a) On-Site Services unless specified in Lifecycle quotation.
- b) Training of new or existing employees on the use of our software products. Genesis can provide a quote for these services as needed.
- c) Support provisions for damage that may occur to data stream feeds from your system infrastructure, Microsoft operating systems, or database systems due to upgrading the operating system or hardware that is not in line with Genesis' recommendations (found on our website).
- d) Custom reports beyond those included within the software purchase. Genesis can provide a quote for a custom report as needed.

2. Software Upgrades:

Latest version software is included in all maintenance agreements. Professional Service fees may apply for circumstances requiring above-average time from the Technical Support team. Possible causes: gap of 2 or more versions to latest release, poor remote connectivity, above-average database size. A quote can be provided prior to an upgrade.

3. Expired Maintenance Agreement:

It is the customer's responsibility to maintain a Maintenance Agreement at all times. Should a lapse in coverage occur, the following applies to the customer (or 3rd party on behalf of the customer):

- All support services will be postponed until a payment method has been determined.
- Genesis will provide a quote for a Standard MTS renewal.
- If customer declines renewal:
 - Customer incurs an incident fee which will provide up to one hour of support.
 - Any support beyond the first hour is charged at an hourly rate in 30-minute increments.
- In addition to the incident or full renewal fee, customer will incur a software upgrade fee for each subsequent version to the customer's version, including the current Genesis release.

4. Genesis Maintenance Agreement Term

Each original software purchase from Genesis includes a designated term of support, from the date of installation. The standard renewal term is 12 months; however, multi-year renewals are available. If a customer purchases multiple products at separate times, the various renewal dates would be staggered; however, Genesis can align those dates during the renewal process. This can also be aligned to meet budgeting process or fiscal year end.

5. Renewal Fees:

The fee is based on a percentage of the current list price of all software products running at a customer location. If the customer takes products out of commission or adds new ones, Genesis will adjust the rate accordingly. Incentives are available for multi-year contracts when paid in full up front.

6. Hardware Support Provisions

If hardware was purchased through Genesis, the PC warranty is through the manufacturer. The warranty is good for 3 years from the date shipped from manufacturer to Genesis. All hardware issues should be directed to the PC manufacturer. As of 2013 each PC is labeled with warranty expiration and technical support phone number of its manufacturer. Should hardware malfunction require restoration of your Genesis software, Genesis will provide the software support needed. Hardware replacements can be purchased through Genesis or sourced privately meeting Genesis required specs. Lifecycle coverage includes hardware replacement unless specifically noted and occurs within the manufacturer warranty period to ensure continuous break/fix eligibility.

7. How to Reach Us:

Voice 1.903.787.7400

Toll Free 1.877.548.0465 (US or Canada)

Monday – Friday, 8am – 5pm, Central Standard Time

Email: support@GenesisWorld.com

Website: www.GenesisWorld.com

8. Support Provision occurs in the following order:

Phase 1 = Support Ticket entry: A case is entered, technician assigned, and case number is provided to the customer.

Phase 2 = Problem Source Identification: The technician assigned to your case will determine if the source of the technical need is generated by:

- Genesis software
- The hardware running the software
- The trunk system feeding the information to the previous elements

The technician determines this through communication with the customer by way of telephone, email, or remote-in access to their system. Most support cases are resolved within this phase.

Phase 3 = Duplicate Software Activity. If the reported issue cannot be solved within Phase 2, the Genesis Test Lab will reproduce the error or defect in order to investigate further.

Phase 4 = Software Development. If the identified issue requires development, the solution will be provided upon a mutually agreed schedule.

9. Severity Levels are defined as:

Level 1: *Most severe problem: software is totally non-functioning.* This qualifies as an emergency situation in which the software is unusable; loses information or data; or fails catastrophically in response to internal errors, user errors, or incorrect input files. Genesis will provide a "priority first" level of urgency, which allows for 24/7 support until a resolution is provided. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

Level 2: *Software is functioning with incorrect results.* This occurs when the software system is usable but incomplete and has a severe impact on use. Genesis will provide a "priority first" level of urgency during standard business hours until a resolution is found. If changes to the software are required, modifications will be provided according to a mutually agreed upon schedule. In the event that the reported issue requires on-site support, travel arrangements and fees will apply based on a mutually agreed rate.

Level 3: *Software functions, but with inconvenience.* Genesis will provide a resolution for these cases in the order of receipt during standard business hours. If changes to the software are required, modifications will be provided according to Genesis' scheduled new releases of the software or a mutually agreed upon schedule if urgency is deemed necessary.

Level 4: *Least severe problem: a cosmetic issue, lack of operator understanding, or system maintenance.* Genesis will provide a resolution for these cases in the order of their receipt during standard business hours. Modifications to the software will be provided according to Genesis' scheduled new releases of the software. System maintenance and modifications are scheduled into the support project calendar. System managers are encouraged to dialogue with the Genesis support team well in advance to secure a date within the customer's preferred timeline.

10. Error Definitions

All situations imply the software is being used correctly and in accordance with the specifications and documentation for the software and release number in use at the time the error occurs. It also implies proper database and hardware maintenance has been performed in accordance with Genesis' recommendations. Further, it implies the user has made all reasonable effort to resolve the problem, such as checking network connections or checking for appropriate services to be running (if applicable).

11. Support Levels through Product Life Cycles

Unless otherwise specifically stated, Genesis will provide support for a minimum of 7 years after the last published release of any of our products. Mainstream Support for our products will be provided during the life of a product and for 5 years after a successor product is released or after the last release of a product is made, whichever comes first.

Mainstream Support is defined as Genesis' ability to resolve a technical issue with a Genesis product and may require the customer to upgrade in order to properly service the customer.

Resolution

Number 18-0719

Adopted Date May 01, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY FOR PROVISION OF PAYROLL SERVICES FOR THE TANF YOUTH EMPLOYMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding with the following party for provision of payroll services for the TANF Youth Employment Program, as attached hereto and made part hereof:

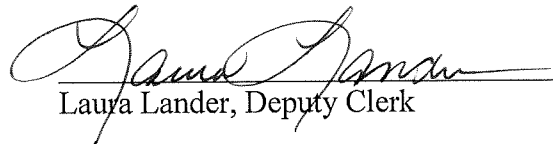
Southwest Ohio Council of Governments (SOCG)
1879 Deerfield Road
Lebanon, Ohio 45036

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS


Laya Lander, Deputy Clerk

cc: c/a – OhioMeansJobs
OhioMeansJobs (file)

MEMORANDUM OF UNDERSTANDING

PARTIES: The parties to this Memorandum of Understanding (“MOU”) are:

Southwest Ohio Council of Governments (SOCG)

1879 Deerfield Road
Lebanon, Ohio 45036
Contact Person: Tom Isaacs

**Warren County Board of Commissioners (member of the Council of Governments)
on behalf of OhioMeansJobs Warren County (OMJWC)**

406 Justice Drive
Lebanon, Ohio 45036
Contact Person: Matt Fetty

The aforementioned parties, as members of a Council of Governments, agree to the following:

Southwest Ohio Council of Governments agrees to:

1. Act as employer of record for the youth participants in the CCMEP TANF Youth Employment Program and, as such, to provide Workers Compensation coverage to the youth participant while they are in the in the CCMEP TANF Youth Employment Program.
2. Act as employer of record for the TANF funded staff in the TANF Youth Employment Program and, as such, to provide Workers Compensation coverage to the TANF funded staff overseeing the CCMEP TANF Youth Employment program.

OhioMeansJobs Warren County agrees to:

1. In collaboration with TANF funded staff, recruit eligible participants for the program, completing all required documentation and data entry;
2. Perform all eligibility functions for participants and potential participants for the TANF Youth Employment Program;
3. Verify eligibility of potential participants and refer them to OhioMeansJobs Warren County and TANF funded staff;
4. In collaboration with TANF funded staff, research and develop appropriate work experience sites, verifying work atmosphere and safety;
5. In collaboration with TANF funded staff, collaborate with Worksite to develop a training plan appropriate to the needs of the participant;
6. In collaboration with TANF funded staff frequently and regularly monitor the participant on the worksite to assure that training plan is being implemented and safety measures are being taken;
7. Provide supervision of the TANF funded staff;

8. Supervise the collection and verification of information on time sheets of each participant and delivery to SOCG in a timely manner, as agreed upon in advance by both parties;
9. Direct and supervise TANF funded staff in assuring adherence to worksite rules and guidelines as well as worksite behavior policy laid out in the CCMEP TANF Youth Employment handbook and/or Warren County Personnel policy;
10. Should it be necessary, distribute paychecks to the worksites, as necessary
11. Should it be necessary, deliver written verification to SOCG of delivery to the participant of any paychecks that are not mailed or transferred by electronic means;
12. Recruit staff, to be funded by TANF, for the operation of the CCMEP TANF Youth Employment Program.
13. Reimburse the Southwest Council of Governments for youth payroll, CCMEP TANF funded employee payroll and processing fees for the administration of its services;
14. Assist Youth with completing necessary documentation as required by SOCG, such as; online application, Absence Management system, and Time and Attendance system.
15. Reconcile and approve timesheets in the Time and Attendance system on or before payroll due dates.

DURATION:

This Memorandum of Understanding (MOU) shall remain in effect until June 30, 2019 or is terminated by the written request of one or both parties to the agreement.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 30 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown in this MOU, and to the contact persons so listed, considering any information updates received by the parties.

REIMBURSEMENT:

Warren County Board of Commissioners on behalf of Warren County Job and OhioMeansJobs Warren County agrees to pay SOCG 5% of the total amount of the youth payroll as compensation for the administration of the service. Payroll related cost percentage will be 10.65% (SS 6.2%, Medicare 1.45%, Workers Comp 1.0%, Payroll Technology 2%). SOCG will calculate the cost as following: Payroll x 10.65% Payroll Related x 5% Administration Fee. This amount is to be added to the amount of the participant payroll that is to be reimbursed. The funds shall be transferred to SOCG by the following process:

SOCG will calculate the compensation paid to the participants within the established pay period, along with the administrative charges and submit an invoice to OhioMeansJobs Warren County. Any discrepancies between OhioMeansJobs Warren County's records and those noted on the invoice will be immediately brought to the attention of SOCG Treasurer or designee and reconciled to the satisfaction of both parties. Any amounts that cannot be reconciled will be handled through the dispute resolution process. The invoice

will be processed by OMJWC and reimbursement sent to SOCG within 14 days of the receipt of the invoice or reconciliation of the invoice, with the exception of the last pay period in December. Payment could be delayed due to end of calendar year accounts.

MODIFICATION AND ASSIGNMENT:

This MOU may be modified at any time by written agreement of the parties.

CONFIDENTIALITY:

The parties agree to honor the confidentiality of participant information. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving or sharing information.

DISPUTES:

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to discuss and resolve disputes.

Should informal resolution efforts fail, the dispute shall refer to the President of the Southwest Ohio Council of Governments and the Warren County Administrator or his/her designee. The Southwest Ohio Council of Governments shall attempt to mediate and resolve the dispute.

SEVERABILITY:

If any part of the MOU is found to be null and void, or is otherwise stricken, the rest of the MOU shall remain in force.

AUTHORITY AND SIGNATURES:

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing.

For the Southwest Ohio Council of Governments


Thomas Isaacs, President

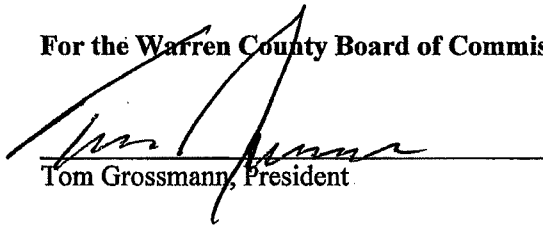
4/24/18
Date

For the Southwest Ohio Council of Governments


Alleyn Unversaw, Treasurer

4/23/18
Date

For the Warren County Board of Commissioner


Tom Grossmann, President

5/1/18
Date

For OhioMeansJobs Warren County


Matt Fetty, Deputy Director

4/25-18
Date

Approved as to form:


Keith Anderson, Assistant Prosecuting Attorney

4-25-18
Date

Resolution

Number 18-0720

Adopted Date May 01, 2018

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH MARIAN CHRISTINA AYCOCK, EXECUTOR OF THE ESTATE OF BILL AYCOCK FOR THE CEDAR HILL ROAD BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve the public safety of Cedar Hill Road a bridge culvert replacement is to be constructed, and it is necessary to enter onto the property, parcel # 06-26-200-028 located at 8715 Cedar Hill Road, Waynesville, OH 45068 which is owned by Bill Aycock, Grantor; and

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

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Construct a culvert with headwalls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Marian Christina Aycock, executor of the estate of Bill Aycock, for the Cedar Hill Road bridge replacement Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a – Aycock, Marian (Executor for estate of Bill Aycock)
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by ^AMarion Christina Aycock, executor of the estate of Bill Aycock, whose tax mailing address is 5099 Lytle Road, Waynesville, Ohio 45068 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety of Cedar Hill Road a bridge replacement project is to be constructed. In order to replace the bridge it is necessary to enter onto property owned by the Grantors. The subject real estate is located at 8715 Cedar Hill Road, Waynesville, Ohio 45068, identified as Parcel #06-26-200-028. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush as necessary for construction of the bridge.
2. Construct a culvert with headwalls.
3. Place rock channel protection.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Cedar Hill Road Bridge Replacement Project or until December 31, 2018, whichever comes first.

[the remainder of this page is blank]

2018 APR 25 AM 11:03

A M. A. DMB

IN EXECUTION WHEREOF, Marion Christina Aycock, executor of the estate of Bill Aycock, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: Marion C. Aycock

Printed Name: Marion Christina Aycock

Title: Executor of Estate of Bill Aycock

Date: 04/19/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 19TH day of April, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Marion Christina Aycock, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

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



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/22
Recorded in
Warren County

Notary Public: [Signature]
My commission expires: 02/06/22

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution Number 18-0720, dated 5/1/18.

Grantee:

Signature: [Signature]

Printed Name: Tom Grossmann

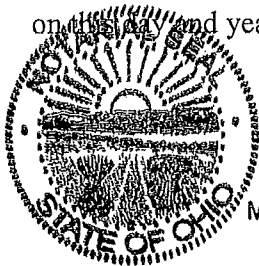
Title: President

Date: 5/1/18

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 1 day of May, 2018 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this 1 day and year aforesaid.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/28/2022

Notary Public: [Signature]
My commission expires: 12/28/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@co.warren.oh.us

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

Resolution

Number 18-0721

Adopted Date May 01, 2018

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


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

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

cc:

[REDACTED]
Children Services (file)

Resolution

Number 18-0722

Adopted Date May 01, 2018

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

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

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

cc:

[REDACTED]
Children Services (file)

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

Resolution

Number 18-0723

Adopted Date May 01, 2018

APPROVE VARIOUS REFUNDS


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

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor dl
Refunds file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0724

Adopted Date May 01, 2018

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:

BDD \$1,419.86

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor g
Board of Developmental Disabilities (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 4-12-18

From: WCBDD

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

A purchase order was not completed for this procurement because: early PO
was not entered - PO was not certified until 1-9-18
(in error)

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>400</u>	<u>\$ 1,419.86</u>

VENDOR NAME Production Services Unlimited

DESCRIPTION OF SERVICES Adult Day and NMT services

DATE OF OBLIGATION Jan 1 through Jan 8

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 \$ 1,644.86 DATE 1/1/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 1,607,736.46 DATE 4/24/18

FUND BALANCE NOW \$ 42,313,045.13

CERTIFIED BY: Matt Nolan Jr

MATT NOLAN, WARREN COUNTY AUDITOR

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

Resolution

Number 18-0725

Adopted Date May 01, 2018

ACKNOWLEDGE PAYMENT OF BILLS

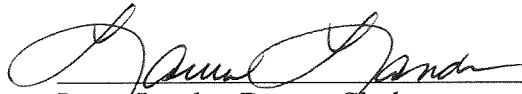
BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #04/26/2018 #001, #04/26/2018 #002, #04/26/2018 003, #04/26/2018 004, #04/26/2018 005, and #04/26/2018; said batches are attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

kh

cc: Auditor JK

Resolution

Number 18-0726

Adopted Date May 01, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR SORAYA FARMS, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR SORAYA FARMS, SECTION 3 IN CLEARCREEK TOWNSHIP

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

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

BOND REDUCTION

Bond Number	:	15-018 (P/S-M)
Development	:	Soraya Farms, Section 3
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Reduction Amount	:	\$23,400.00
Surety Company	:	People Bank, NA (LOC#419)

BE IT FURTHER RESOLVED: the original amount of bond was \$169,613.21 and after a previous bond reduction of \$26,586.96 and the above reduction, the new required bond amount is \$119,626.25.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Soraya Farms, LLC, Attn: Adam Sweeney, 8534 Yankee Street, Dayton, Ohio 45458
Peoples Bank, NA, Attn: D. Winterbotham, 95 Edgebrook Drive, Springboro, Ohio 45066
Engineer (file)
Bond Agreement file

Resolution

Number 18-0727

Adopted Date May 01, 2018

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR CROSS CREEK ESTATES, LLC FOR COMPLETION OF IMPROVEMENTS IN CROSS CREEK ESTATES SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Cross Creek Estates, Section 2
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$27,150.50
Surety Company	:	Westchester Fire Insurance Company Bond #K09245170

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Cross Creek Estates, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Westchester Fire Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$20,885.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$20,885.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$27,150.50 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County Erosion and
Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the District Administrator of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$4,177.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

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

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

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

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

A. To the County Commissioners:

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

B. To the District Administrator:

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

C. To the Developer:

Cross Creek Estates, LLC

7861 East Kemper Road
Cincinnati, OH 45249
Ph. (513) 477 - 0855

D. To the Surety:

Westchester Fire Insurance Company (Chubb)
525 W. Monroe Street, Suite 700
Chicago, IL 60661
Ph. (312) 775 - 3919

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: Cross Creek Estates, LLC

SURETY: Westchester Fire 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: JOE FRUGGIA

PRINTED NAME: Susan A. Yeazell

TITLE: Agent

TITLE: Attorney-in-Fact

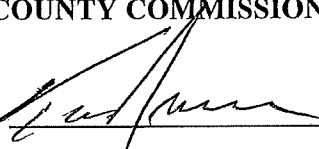
DATE: 4/14/18

DATE: April 11, 2018

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0727, dated 5/1/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS


SIGNATURE: 

PRINTED NAME: Tom Grossmann

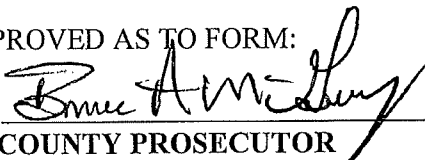
TITLE: President

DATE: 5/1/18

RECOMMENDED BY:

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

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

PERFORMANCE BOND

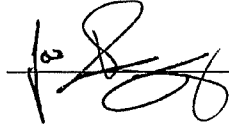
KNOW ALL MEN BY THESE PRESENTS that, Cross Creek Estates, LLC., as Principal, and Westchester Fire Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Twenty-Seven Thousand One Hundred Fifty and 50/100 Dollars (\$27,150.50) 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 Erosion & Sediment Control in Cross Creek Estates Subdivision, Phase 2 in Deerfield Township, Warren County, OH.

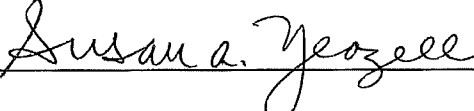
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Erosion & Sediment Control in Cross Creek Estates Subdivision, Phase 2 in Deerfield Township, Warren County, OH, on record at Warren County Commissioners, 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 Twenty-Seven Thousand One Hundred Fifty and 50/100 Dollars (\$27,150.50) and no more.

SIGNED AND DATED THIS 11th day of April, 2018

Principal: Cross Creek Estates, LLC.

By:  _____

Surety: Westchester Fire Insurance Company

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

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise;
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons' written appointment as such attorney-in-fact;
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person, the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company, as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Dan B. Rues, SUSAN A. YEAZELL, Unique Kizer, all of the City of CINCINNATI, Ohio, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal and deliver on its behalf, and as its act and deed, any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 14 day of July 2016.

WESTCHESTER FIRE INSURANCE COMPANY

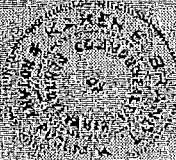


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.
On this 14 day of July, AD, 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Sept. 26, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 11th day of April, 2018.



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 14, 2018.



Resolution

Number 18-0728

Adopted Date May 01, 2018

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:

\$ 3.00	from	#101-2100-400	(Coroner – Purchased Services)
\$ 1,240.00	from	#101-2810-430	(Telecommunications – Utilities)
\$ 2,074.00	from	#632-0100-932	(Benefits – Medical/Rx Claims)

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor
Appropriation Decrease file
Coroner (file)
Telecom (file)
OMB (file)

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

Resolution

Number 18-0729

Adopted Date May 01, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT
MENTAL HEALTH GRANT FUND #228

BE IT RESOLVED, to approve the following supplemental appropriations:

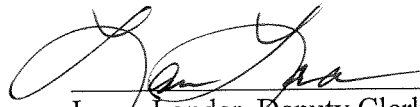
\$ 15,000.00	into	#228-1220-102	(Regular Salaries)
\$ 2,400.00	into	#228-1220-811	(PERS)
\$ 3,300.00	into	#228-1220-820	(Health/Life Insurance)
\$ 500.00	into	#228-1220-871	(Medicare)

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

Resolution

Number 18-0730

Adopted Date May 01, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO TELECOM – DATA SYSTEMS FUND #101-2812

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Telecomm – Data Systems Fund #101-2812 in order to process a vacation leave payout for Richard Short former employee of Telecom – Data Systems:

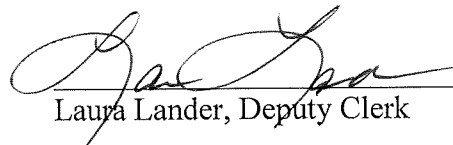
\$5,366.05	from	#101-1110-882	(Comm. – Vacation Leave Payout)
	into	#101-2812-882	(Telecom- Data Systems – Vac. Leave Payout)

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor JS
Appropriation Adjustment file
Telecommunications (file)
OMB

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

Resolution

Number 18-0731

Adopted Date May 01, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO FACILITIES MANAGEMENT FUND #101-1600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Facilities Management Fund #101-1600 in order to process a sick and vacation leave payout for Dallas Cupp former employee of Facilities Management:


\$ 25.12	from #101-1110-881	(Commissioners – Sick Leave Payout)
	into #101-1600-881	(Facilities Management – Sick Leave Payout)
\$ 245.96	from #101-1110-882	(Commissioners - Vacation Leave Payout)
	into #101-1600-882	(Facilities Management - Vacation Leave Payout)

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor JK
Appropriation Adjustment file
Facilities Management (file)
OMB

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

Resolution

Number 18-0732

Adopted Date May 01, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMISSIONERS FUND #101-1110 AND OMB FUND #101-1115

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 5,000.00	from #101-1110-400	(Commissioner – Purchased Services)
	into #101-1110-210	(Commissioner – Office Supplies)
\$ 2,000.00	from #101-1115-910	(OMB- Other Expense)
	into #101-1115-210	(OMB – Office Supplies)
\$ 3,000.00	from #101-1115-850	(OMB – Training, Education)
	into #101-1115-400	(OMB – Purchased Services)

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor K
Appropriation Adjustment file
Commissioner file
OMB (file)

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

Resolution

Number 18-0733

Adopted Date May 01, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #101-1280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,200.00	from	#101-1280-400	(Purchased Services)
	into	#101-1280-441	(Jury Fees)

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

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

Resolution

Number 18-0734

Adopted Date May 01, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #101-2100

BE IT RESOLVED, to approve the following appropriation adjustment:


\$483.00 from #101-2100-910 (Other Expense)
 into #101-2100-820 (Health Insurance)

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor HL
Appropriation Adjustment file
Coroner (file)
OMB

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

Resolution

Number 18-0735

Adopted Date May 01, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payouts for Roy Lutz and Molly Alexander:


\$3,000.00	from	#273-5100-102	(Regular Salaries)
	into	#273-5100-882	(Accum. Vacation Payout)

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

jc/

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0736

Adopted Date May 01, 2018

AUTHORIZE PAYMENT OF BILLS


BE IT RESOLVED, to authorize payment of bills as submitted on Batches #05/01/2018 001, #05/01/2018 002, #05/01/2018 003, #05/01/2018 004, and #05/01/2018 005; said batches attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor VI

Resolution

Number 18-0737

Adopted Date May 01, 2018

GRANT TWELVE (12) MONTH EXTENSION OF THE PLANNED DEVELOPMENT COMPANY OF OHIO (CASE#101-2010) AKA GLENMORE SUBDIVISION SITE PLAN APPROVAL

WHEREAS, on August 30, 2016, (Resolution #16-1384) this Board approved the site plan review application of Planned Development Company of Ohio (Case#101-2016) AKA Glenmore Subdivision in Turtlecreek Township subject to certain conditions; and

WHEREAS, pursuant to Section 1.303.7 (C) of the Warren County Rural Zoning Code:

If development has not commenced within two (2) years following the site plan approval, the approval shall become null and void, requiring re-application. The applicant may only request an extension prior to the site plan approval expiration date. A written request for an extension shall be submitted to the Zoning Inspector. The Approving Authority may grant up to twelve (12) months in extension of its initial approval of the plan and entertain subsequent extensions thereafter.

WHEREAS, this Board has received a request from the applicant for a twelve (12) month extension of approval pursuant to the Warren County Rural Zoning Code Section 1.303.7 (G); and

WHEREAS, this Board has considered the request presented by the Zoning Supervisor on behalf of the property owner; and

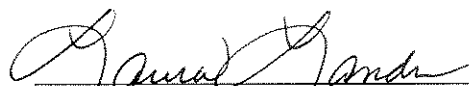
NOW THEREFORE BE IT RESOLVED, to grant a twelve (12) month extension of the Planned Development Company of Ohio (Case #101-2010) AKA Glenmore Subdivision Site Plan Approval, said extension shall expire August 30, 2019.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: RZC (file)
RPC
Applicant (rarnold@mispdesign.com)
Site/Plat file

Resolution

Number 18-0738

Adopted Date May 01, 2018

AUTHORIZE COUNTY ADMINISTRATOR TO ENTER INTO A TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT WITH JOSEPH DAVIS (MARRIED) FOR THE STATE ROUTE 741 KEEVER CREEK ROAD ASSESSMENT PROJECT

WHEREAS, in order to improve the public safety of State Route 741, it is necessary to widen State Route 741 to construct a left turn lane into the Estates of Keever Creek and a temporary construction easement and agreement is required; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a temporary construction easement and agreement from property owner Joseph Davis; and

WHEREAS, the land for the temporary construction easement is as follows:

Temporary Construction Easement – Parcel 2 WD .316 acre

WHEREAS, the negotiated price for the temporary construction easement is \$1.00; and


NOW THEREFORE BE IT RESOLVED, to enter into temporary construction easement agreement, with Joseph Davis, married, for the State Route 741 Keever Creek Road Assessment Project for the sum of \$1.00 and authorize the County Administrator to sign said agreement, a copy of which is attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: c/a – Davis, Joseph
Engineer (file)
Easement file

**TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT
IN THE NAME OF AND FOR THE USE OF THE
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. # 12-23-300-005-Pt.**

ARTICLES OF AGREEMENT

This Temporary Construction Easement and Agreement (the "Agreement") is entered into on the date stated below by Joseph Davis, married, whose address is 588 South SR 741, Lebanon, Ohio, 45036 (hereinafter "Grantor"), and the Warren County Board of County Commissioners, an Ohio political subdivision, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Grantee").

The Purpose of this Temporary Construction Easement and Agreement is to allow the construction to begin without further delay of the State Route 741 Road Improvements Along the Estates of Keever Creek Subdivision Frontage-Turtlecreek Township Project (the "WAR-SR 741-Improvement Project") and related public right-of-way improvements across the frontage of Grantor's property, identified as Parcel # 12-23-300-005.

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other consideration to be paid pursuant to terms of a separate Purchase Agreement and Addendum No. 1 between the parties, the sufficiency of which is hereby stipulated, does hereby grant, convey and release to the Grantee, its successors and assigns a Temporary Construction Easement for the purpose of widening and establishing the public road right-of-way for State Route 741 necessary for the construction of the WAR-SR 741-Improvement Project, including the work necessary to construct roadway improvements, and to relocate utilities, and grade slopes in, upon and over the lands hereafter described, situated in Warren County, Ohio, Turtlecreek Township, Section 29, Town 4, Range 3 and further described as follows:

**LEGAL DESCRIPTION
See Exhibit "A" for details.**

The effective date of this Agreement shall be from the date all parties have executed the Agreement, and the term of this Agreement shall be from the Effective Date through the recording of the permanent Standard Highway Easement Agreement over the same area described herein pursuant to the terms of the said Contract to Purchase.

This Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns.

GRANTOR:

IN EXECUTION WHEREOF, IN EXECUTION WHEREOF, Joseph Davis, the Grantor herein, and his wife, Karen D. Davis, who has a dower interest therein, have set their hands hereto on the date stated below.

SIGNATURE: *Joseph Davis*

SIGNATURE: *Karen D. Davis*

NAME: Joseph Davis

NAME: Karen D. Davis

DATE: 5/2/18

DATE: 5-2-18

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, on this 2nd day of May, 2018, before me, the subscriber, a Notary Public in and for said state, personally came **Joseph Davis**, the Grantor herein, and his wife, **Karen D. Davis**, did acknowledged the signing thereof to be his/her voluntary act and deed.

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

Notary Public: *Gilbert J. King*
My commission expires: 11-15-21



GRANTEE:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, as the Grantee herein, has caused this Agreement to be executed by its ~~President or Vice-President~~ ^{the County Administrator} on the date stated below, pursuant to Board Resolution No. 18-0738, dated 5-1-18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tiffany Zindel

NAME: Tiffany Zindel

TITLE: County Administrator

DATE: 5-1-18

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary

Bruce A. McGary, Asst. Prosecutor

LEGAL DESCRIPTION
Of the Fee Simple Right of Way for Warren County State Route 741
PARCEL 2-WD (CONTAINING 0.316 ACRE)

Situated in the State of Ohio, County of Warren, Township of Turtlecreek, lying in Section 23, Township 4, Range 3, Between the Miami Rivers, being out of a 5.0597 acre tract of land as conveyed to Joseph Davis by deed of record in Official Record 3128, Page 721, (all references are to the records of the Recorder's Office, Warren County, Ohio) and being more particularly described as follows:

Beginning, for Reference, on the line common to said Section 23 and Section 29, Township 4, Range 3, on the easterly line of that 998.07 acre tract conveyed to the State of Ohio by deed of record in Deed Book 124, Page 109, at the centerline of right-of-way intersection of State Route 741 (S.R. 741) and Keever Pass as shown on Plat Book 84, Page 29, located on centerline of right-of-way station 207+79.50 for S.R. 741 as shown on Warren County proposed right-of-way plat for S.R. 741;

thence South 05 Degrees 41 Minutes 56 Seconds West, with said common Section line, the easterly line of said State of Ohio tract, said centerline of S.R. 741, a distance of 243.82 feet to a magnetic nail set at the northwesterly corner of said Davis tract, located on centerline of right-of-way station 205+35.68 for S.R. 741, said point being the ***True Point of Beginning***;

thence South 84 Degrees 11 Minutes 21 Seconds East, with the northerly line of said Davis tract, and with the southerly line of The Estates of Keever Creek Section 2, a plat of record in Plat Book 92, Page 42 a distance of 55.00 feet, to an iron pin set, located 55.00 feet right of centerline right-of-way station 205+35.57 for S.R. 741;

thence South 05 Degrees 41 Minutes 56 Seconds West, across said Davis tract with the easterly proposed right-of-way line of said S.R. 741, a distance of 249.96 feet, to an iron pin set on the line common to said Davis tract and a tract of land conveyed to Camelia A. Richardson, Trustee of the Richardson Family Trust, dated January 28, 2013 by deed of record in Instrument Number 2016-003894, located 55.00 feet right of centerline right-of-way station 202+85.61 for S.R. 741;

thence North 84 Degrees 19 Minutes 13 Seconds West, with a line common to said Davis and Richardson tracts, a distance of 55.00 feet, to a magnetic nail set at a common corner thereof, being on said common Section line, on the easterly line of said State of Ohio tract and the centerline of right-of-way of S.R. 741, located on centerline right-of-way station 202+85.59 for S.R. 741;

thence North 05 Degrees 41 Minutes 56 Seconds East, with said common Section line, said centerline of right-of-way and the line common to said Davis tract and said State of Ohio tract, a distance of 250.09 feet, to the ***True Point of Beginning***, containing 0.316 acre, more or less, of which 0.230 acre is within the present roadway occupied and is contained within Auditor's Parcel Number 1223300005.

PARCEL 2-WD (CONTAINING 0.316 ACRE)

-2-

This description is based on actual field surveys performed by EMH&T Inc. in 2008 and 2017.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials "EMHT INC."

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83. Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by observations to Warren County GPS control network monuments 163 and 163A.

The survey of which is filed in Volume 145, Plat No. 89 of the Warren County Engineer's Record of Land Division.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "J.M. Meyer".

5-11-2017

Joshua M. Meyer

Professional Surveyor No. 8485