

Resolution

Number 19-0112

Adopted Date January 29, 2019

ACCEPT RESIGNATION OF SCOTT MCANINCH, ELIGIBILITY REFERRAL SPECIALIST III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JANUARY 22, 2019

BE IT RESOLVED, to accept the resignation of Scott McAninch, Eligibility Referral Specialist III, within the Warren County Department of Job and Family Services, Human Services Division, effective January 22, 2019.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
S. McAninch's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-0113

Adopted Date January 29, 2019

HIRE TYLER JOHNSON AS A BUILDING AND ELECTRICAL INSPECTOR I WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

BE IT RESOLVED, to hire Tyler Johnson as Building and Electrical Inspector I within the Building and Zoning Department, unclassified, permanent status, full-time (40 hours per week), Pay Range #14, \$22.44 per hour, effective February 19, 2019, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building & Zoning (file)
T. Johnson's Personnel file
OMB-Sue Spencer

Resolution

Number 19-0114

Adopted Date January 29, 2019

HIRE BRYSON WELLS AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

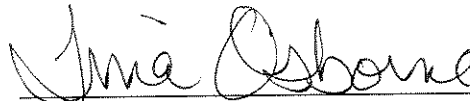
BE IT RESOLVED, to hire Bryson Wells as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.55 per hour, effective February 19, 2019, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
Bryson Wells' Personnel file
OMB-Sue Spencer

Resolution

Number 19-0115

Adopted Date January 29, 2019

DESIGNATE TINA OSBORNE, CLERK OF COMMISSIONERS, AS REPRESENTATIVE TO RECEIVE TRAINING ON BEHALF OF SHANNON JONES, DAVID G. YOUNG, AND TOM GROSSMANN, WARREN COUNTY COMMISSIONERS, PURSUANT TO HOUSE BILL 9

BE IT RESOLVED, to designate Tina Osborne, Clerk of Commissioners, as the authorized representative to receive training on behalf of Shannon Jones, David G. Young, and Tom Grossmann, Warren County Commissioners, pursuant to House Bill 9.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Commissioners file

Resolution

Number 19-0116

Adopted Date January 29, 2019

WAIVE WARREN COUNTY'S PORTION OF THE FEES ASSOCIATED WITH THE EAGLE SCOUT PROJECT FOR THE CONSTRUCTION OF KAYAK SHELTER AT THE COUNTRYSIDE YMCA

BE IT RESOLVED, to waive Warren County's portion of the fees associated with the construction of Kayak Shelter at the Countryside YMCA in the City of Lebanon, being constructed by John Kaleta as his Eagle Scout project; and

BE IT FURTHER RESOLVED that Mr. Kaleta be responsible for the surcharge required by the State of Ohio.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Building/Zoning (file)
John Kaleta (bigfootjk@yahoo.com)

Resolution

Number 19-0117

Adopted Date January 29, 2019

ADVERTISE FOR BIDS FOR THE FY18 MAINEVILLE – ADA RESTROOM UPGRADE CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY 18 Maineville – ADA Restroom Upgrade CDBG Project to be funded under the County's Community Development Block Grant Program for the Warren County Office of Grants Administration; 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 January 27, 2019; bid opening to be February 12, 2019 @ 9:30 a.m.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: OGA (file)
OMB Bid file

Resolution

Number 19-0118

Adopted Date January 29, 2019

ENTER INTO CONTRACT WITH HAMCO X-RAY INC. FOR THE WARREN COUNTY SECURITY EQUIPMENT REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #19-0031, adopted January 15, 2019, this Board approved a Notice of Intent to Award Contract for the Warren County Security Equipment Replacement Project to Hamco X-Ray Inc., for a total bid price of \$132,450.00; and

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


NOW THEREFORE BE IT RESOLVED, to enter into contract with Hamco X-Ray Inc., 4622 Watoga Drive, Liberty Township, Ohio, for a total contract price of \$132,450.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: c/a—Hamco X-Ray Inc.
Facilities Management (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 29 day of January, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Hamco X-Ray Inc., 4622 Watoga Drive, Liberty Township, Ohio**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

SECURITY EQUIPMENT REPLACEMENT PROJECT

hereinafter called the project, for the sum of **\$132,450.00, one hundred thirty two thousand, four hundred fifty dollars**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER. The Contractor further agrees to pay, as liquidated damages, the sum of 400.00 for each consecutive calendar day thereafter.

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

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

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

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

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

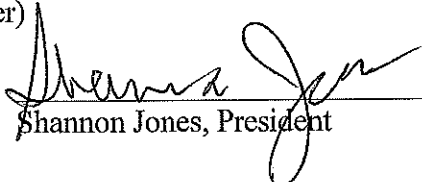
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

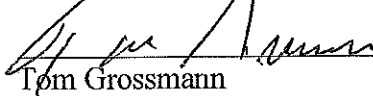
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)


Shannon Jones, President

David G. Young


Tom Grossmann

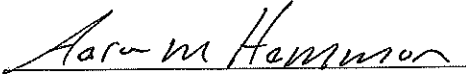
ATTEST:


Name

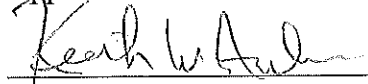
(Seal)

ATTEST:

HAMCO X-RAY INC.
(Contractor)

By: 
Name and Title
President

Approved as to Form:


Assistant Prosecutor

Resolution

Number 19-0119

Adopted Date January 29, 2019

APPROVE AND ENTER INTO CONTRACT WITH VERTICAL SYSTEM ELEVATOR FOR ELEVATOR MAINTENANCE ON BEHALF OF WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, it is the desire of Facilities Management to enter into an elevator service agreement with Vertical System Elevator; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into a five year service agreement with Vertical Systems Elevator for six elevators as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A—Vertical Systems Elevator
Facilities Management (file)



660.00
Per month.

ULTIMATE SERVICE AGREEMENT

<p>Purchaser: Warren County 406 Justice Drive Lebanon, Ohio 45036-2385</p> <p>Attention: Mark Zindel Warren County Facilities</p> <p>Prepared by: Nick Chasteen, President Vertical Systems Elevator 4784 River Road Cincinnati, Oh 45233 P 513-921-2100 F 513-921-7150 T 800-532-9802</p> <p>Submitted: November 16, 2018</p>	<p>Elevator units listed and located at the following locations will be maintained as outlined in this service agreement:</p> <p>ELEVATORS – PASSENGER</p> <p>Warren County Office Bldg #28529 Warren County Admin #42878 Warren County Admin #42879 Warren County Courthouse #25552 Warren County Courthouse #43610 Warren County Old Courthouse #40796</p>
--	---

Vertical Systems Elevator hereinafter will be referred to as "Vertical Systems Elevator", "Vertical Systems", "VSE", "we", "us", and "our".



This agreement specified herein will be effective on **March 1, 2019**.

Under this elevator service agreement Vertical Systems Elevator (VSE) will perform the following services on a routine scheduled basis, to keep Warren County's (Owner's) elevator system operating within National Elevator Code (A17.1) compliance. VSE will employ company trained technicians with credentials that will include the following as needed; Coates cards, drug testing, background checks, safety training in OSHA, CPR, QEI & NAESA Inspector Certification, and applicable state licenses.

VSE will examine the following specified elevator equipment upon visits, and repair as needed:

- | | |
|------------------------|----------------------------|
| -Safety Devices | -Hoistway Leveling Devices |
| -Controllers | -Hoistway Door Devices |
| -Landing systems | -Hoistway Components |
| -Signal Fixtures | -Door Protection Devices |
| -Hydraulic Power Units | -Emergency Phone |
| -Motor Starters | -Fireman's Operation |
| -Door Operators | -Emergency Lighting/ Alarm |

VSE will regularly (as indicated) examine, maintain, lubricate, clean, and repair machine room, hoistway and pit equipment for proper operation as required for code compliance. VSE will perform the necessary A17.1 annual tests required for code compliance as stated in the agreement. VSE will log all testing, service and repair when completed on each elevator unit, in applicable machine room. VSE will change lightbulbs as needed on buttons and indicators at scheduled service intervals unless requested otherwise by authorized individuals.

VSE will advise Owner of any equipment that may be obsolete or present operational issues should it not be replaceable or able to be repaired as permitted by law.

OWNER RESPONSIBILITIES

- * Owner shall retain exclusive possession or control of the equipment as owner/ operator, lessee, possessor or custodian.
- *Instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that may cause injury to a user, promptly reporting to VSE any accidents or a condition which may need attention and maintaining surveillance of the equipment for such purposes.
- *Provide VSE unrestricted access to the elevator equipment, necessary keys to equipment rooms, and buildings as required to work on equipment.
- *Owner agrees and attests under potential liability penalty that owner will not permit any others to make changes, adjustments, additions and repairs to any and all elevator equipment in any way at any time due to legal and liability conditions, without VSE consent.
- *Owner agrees to provide electrical power capable and adequate to supply elevator equipment free of power surges, power brownouts, and low power and free of electrical spikes.
- *Owner agrees to keep all debris from elevator door tracks to ensure proper operation of doors.
- *Owner agrees to forward any code violations that may be presented by any code authority promptly to our office either by fax or mail. (VSE will schedule the needed repairs/ alterations during the next scheduled maintenance exam of the elevator.)
- *Owner agrees to provide any electrical schematics and job specific software should they be needed for the



elevator processor boards functions as supplied by the original manufacturer. If manufacturer engineering intervention is needed due to proprietary nature of repair, owner will assume liability and costs involved only pursuant to prior written agreement.

*Owner shall retain possession and control of the elevator telephone equipment and shall be responsible for ensuring uninterrupted operation of the telephones and monitoring equipment. All elevator phones must work continuously and without interruption.

*Owner shall maintain proper temperatures and humidity in the elevator equipment room and provide adequate ventilation to keep elevator equipment operating within manufacturer requirements.

*The elevator may be equipped with firefighter's service and is required by state code to be tested monthly. Owner shall be responsible for maintaining and testing smoke detectors and fire service functions and keeping a record of phase 1/ phase 2 tests. Owner is required to have an Emergency Entrapment Procedure on site at all times for Emergency personnel.

*Owner acknowledges that all service logs, books, prints, parts that may be kept in elevator machine rooms are the sole property of VSE and must remain on site for the duration of our work agreement and that any and all information contained within these logs is not for distribution, sale or disclosure to any other parties and that upon any discontinuation of services that these logs, books, parts will be returned to VSE in a timely manner.

*Owner shall maintain all necessary elevator keys for performing smoke detector tests and the ability to turn off the elevators in owner's possession if the need arises.

*Keys for elevators must be located inside the building being serviced and available upon request for use by VSE, State elevator inspectors and fire dept.

Owner's responsibility as the owner/ operator of units includes the following items which are not subject to this Agreement and are specifically excluded therefrom:

*Main line power switches, circuit breakers and feeders to controllers, main line fuses, emergency power plant and associated contactors.

*Generator testing, Bldg. smoke and fire sensor testing and all testing with related control equipment not specifically part of elevator controls.

*Intercommunication systems, phones, phone lines, phone line monitoring, used in conjunction with the equipment.

*All underground conditions that may affect elevator operation.

*Inspection/ filing fees of local code authorities or re-inspection fees associated with any additional tests of the elevators.

*Payment for any additional State permits if needed for work, beyond the normal maintenance of the elevator or required testing.

*Payment for any special work permit/license fees or taxes imposed on Owner as the result of the local/ state/ federal government to the extent such taxes are authorized by law.

DEFINITIONS/ TERMS

"Major Repairs" will be defined as any work needed requiring 2 or more technicians to fix, repair, or correct a malfunction, or broken part consisting of parts and/ or components related to motors, valves, oil lines, oil line fittings, mufflers, jack cylinder packings, jack cylinder or piston repair, doors, electronic board replacement, electronic board reprogramming, selector leveling systems, governors, motor starters, electronic drives and contactors, drive gears and bearings, rope grabbers, hoistway ropes, governor ropes, mechanical safeties and components, any mechanical and/ or electrical components requiring repair or replacement exceeding 2 hours in length.



"Minor Repairs" will be defined as any work requiring 1 service technician to fix, repair or correct a malfunction or broken part consisting of parts related to buttons, lightbulbs, small relays, small door components, door closures, minor mechanical and electrical troubleshooting and repair not exceeding 2 hours in length.

"Late Payment Remedy" will be defined as VSE obligation to provide and honor services up to 60 days in length from the point of non-payment on the account from the date of past due invoice. Under this clause, VSE reserves the right to suspend or cancel services rendered under repair requests, contractual maintenance/ service, parts coverage or labor coverages, emergency call backs and inspections until account has been paid in full.

SAFETY TEST

*VSE will perform all State/ City required annual Safety Tests as required and mandated by ASME A17.1 code. VSE will perform required annual safety tests as indicated below upon initial signing of new service agreements to confirm elevator safety equipment is operational and performs to code compliance and company standards.

*Annual Safety Tests as required by code **WILL BE INCLUDED**. Any additional fees or future associated fees by State Inspection Dept. implemented after the signing of this agreement are excluded from this agreement.

✓*5-year and 3-year Full Load Safety Tests and Full Capacity testing if required will be invoiced pursuant to a separate prior written agreement. Any additional fees or future associated fees by State Inspection Dept. implemented after the signing of this agreement are excluded from this agreement.

*Additional VSE provided QEI inspector may be potentially required and will not be included with this agreement. Any additional fees or future associated fees by State/ City Inspection Dept. implemented after the signing of this agreement are excluded from this agreement.

*Vertical Systems Elevator assumes no responsibility for the operation of the Relief Valve, Rope Governor, or Safety Plank under the terms of this agreement until these tests have been performed. In the event the Relief Valve, Rope Governor, Safety Plank does not meet safety requirements, it shall be the owner's responsibility to make the necessary repairs to place said equipment in condition which will be acceptable for coverage under the terms of this contract. Vertical Systems Elevator shall not be liable for damage to equipment or building resulting from this test.

*VSE reserves the right to use multiple technicians if needed during this testing procedure.

PARTS REPLACEMENT

*As a part of this agreement VSE shall replace indicated parts directly related to the elevator components only, including elevator relays, belts, transformers, door hanger rollers, pickup rollers, door clutches, hoistway limit switches, operating and safety/ inspection operation run stations, button micro switches, small button contacts and parts, button and PI light bulbs, car guide shoes and rollers, guide shoe oil, wiring terminal strips, door operator motor, door operator belts, door operator mechanical parts when needed. Any Parts other than specified parts indicated above or items indicated in Exclusions below will only be ordered or replaced with prior written authorization from persons identified in "AUTHORIZED INDIVIDUALS" and will be billed appropriately.

*In the event that any component of the elevator becomes obsolete or outmoded, or is no longer manufactured



by the original manufacturer, it shall be Owner's obligation to replace or upgrade the obsolete or outmoded component at Owner's expense.

*Storage of parts may be held on job site for service purposes or to alleviate any possible delay for parts ordering and delivery. VSE may provide a storage cabinet for parts storage, all parts that remain on the job site will remain the sole property of the owner who purchased the spare parts and will be designated as such. Spare Parts owned by VSE that remain on Bldg. owner's property will remain the sole property of VSE. VSE will have full access to the facility to obtain stored spare parts during or after contract expiration or termination.

REGULAR BUSINESS HOURS/ WORK SCHEDULE

*All Preventative Maintenance, Service/ Repair work will be performed during the **regular working/ business hours of 7:30 am to 4:00 p.m. Monday through Friday**. Holidays and non-trade days are not a part of this service.

*Double time work is requested overtime repair work on Sundays, Holidays and Trade Holidays. Double time billing is defined as regular business hour rate multiplied by two (2). No double time work will be performed or billed to Owner without prior written authorization from persons identified as AUTHORIZED INDIVIDUALS.

*Service, Repair, examination, and consultation requested outside of regular examinations will be billed appropriately. A minimum of two hours for any Service/ Repair/ examination/ consultation not covered under this agreement will be applied. No service, repair, examination, or consultation outside of regular examinations will be performed or billed to Owner without prior written authorization from persons identified as AUTHORIZED INDIVIDUALS.

*If at any time overtime service is requested outside of regular business hours, a billing rate of seventy percent (70%) of regular business hour billing rate will be added to each additional overtime hour. This makes overtime hourly billing rate value (.7) more per hour compared to the regular business hourly rate value of (1) per hour. No overtime service outside of regular business hours will be performed or billed to Owner without prior written authorization from persons identified as AUTHORIZED INDIVIDUALS.

*For service related calls owner agrees to have a designated person or persons who will be solely responsible for calling for service related issues (persons identified in "Authorized Individuals"). Our service technicians will respond first with a returned phone call to coordinate needed service and only then will service be initiated to owner's building.

SERVICE/ REPAIRS DURING REGULAR BUSINESS HOURS

*In the event elevator service is required during regular business hours or outside of regular examinations during regular business hours our office or twenty-four (24) hour answering service will dispatch a Vertical Systems Elevator technician to perform callback service at any time (per owner's request). Response for service if needed during regular business hours will be dispatched or will be scheduled for the next working day, depending on the level of repair and technicians required. All major repairs will be performed during regular business hours. If dispute arises from the definition of a major repair, then VSE will determine what work is classified as a major repair.



*If service is requested, it will be considered an "emergency minor adjustment callback". This term entails the specified service by VSE to correct a minor malfunction or adjust the equipment that requires immediate attention that has been caused by misuse, abuse or other factors beyond VSE control. This agreement **DOES INCLUDE** coverage for correction or adjustment to equipment including an emergency minor adjustment callback DURING REGULAR BUSINESS HOURS. This callback service does not include any labor for Major Repairs. VSE will not perform an emergency minor adjustment callback beyond regular business hours, nor bill for such service without prior written authorization from persons identified as AUTHORIZED INDIVIDUALS.

ADDITIONAL EXCLUSIONS

VSE does not cover repair of cosmetic, construction, or ancillary components of the elevator system, including the cosmetic finishing, repairing or replacement of the cab enclosures, ceiling frames, down lighting, wall panels and or fixtures, hoistway door panels, door frames, sills, car flooring, lighting fixtures, ceiling light bulbs lighting tubes, lighting ballasts, lighting transformers, main line power switches, machine packings and seal, circuit breakers, oil lines, button bezels due to abuse, hydraulic jack cylinders, hydraulic pistons, Hydraulic seals, underground jack cylinders or pistons or underground conditions, hydraulic oil/ components, pump, motor, valve components, electric feeders to controller, alignment of elevator guide rails, control boards, pc components, leveling systems, repair to components due to electrical storm or reasons beyond our control., smoke and fire sensors, fire service reports, communication devices, security systems, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans, acts of vandalism and all other items excluded as indicated or not mentioned in this agreement.

LIABILITY

No works, service or liability on the part of Vertical Systems Elevator, other than that specifically mentioned herein, is included or intended.

*VSE will not be held responsible or liable for any claim, injury, delay, death or detention of loss of life, or loss of property resulting from telephone failure, false alarms or interruption of telephone service. VSE does not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including, but limited to entrapment of persons, evacuation, repair or return to service of any equipment.

CONTRACT PRICE

Price for this agreement is (\$660.00) monthly to cover 6 units, excluding taxes, to be paid in advance for each month of the agreement. Owner shall pay, in addition to the price, any taxes imposed upon Owner and authorized by law. Billing for service is done prior to the service month and is due within 30 days of receipt. VSE reserves the right to charge a fuel surcharge as needed to account for increased fuel prices but not to exceed \$5.00 five (5) dollars.



PRICE ADJUSTMENT PROVISION

Price adjustment of the contract price shall be made only by separate written agreement of the parties. Following this Agreement, pricing may only increase or decrease plus or minus four percent (4%) accordingly to the material metal's price index and the agreement for the certified union elevator constructors/ service/ maintenance employees.

TERMS

This agreement is effective for sixty (60) months, beginning March 1, 2019. Warren County may terminate this agreement at any time for cause. Cause shall include without limitation: a) breach, including non-performance by VSE; b) lack of appropriate funds; and c) price increases and surcharges deemed unacceptable by Warren County. In the event of non-performance, Warren County shall notify VSE in writing. VSE shall then be afforded thirty (30) days from receipt of the written notice of non-performance to remedy all alleged non-performance. If, after thirty (30) days, the allegations are not resolved, Warren County has the right to terminate this Agreement with thirty (30) days written notice.

GOVERNING LAW

The parties agree that should there be any disputes arising from this agreement that those disputes will be settled in a court of competent jurisdiction in the state of Ohio.

INVOICING/ INVOICING TERMS

*Invoicing shall be billed **MONTHLY/QUARTERLY** and is due upon 30 days of invoice date.

Overdue Invoices:

Payments are due upon invoice and not to exceed thirty (30) days from the date of invoice. Interest on late payments shall be charged to the Owner pursuant to Ohio Revised Code § 126.30.

CURE

In the event either party is not performing to their particular duties or responsibilities under this agreement the other party has the right to cancel this agreement provided that written notification of such nonperformance with respect to the contract is received by the other party. The nonperforming party then has thirty (30) days from the receipt of the written notification to take steps necessary to correct deficiencies listed in the written notification. The thirty (30) day period will be extended to compensate for material delivery lead times and installation lead-times provided that corrective action was initiated within the thirty (30) days period. If no attempt to remedy the dispute is initiated by the defaulting party after the notification date, then a second letter must be sent to the defaulting party giving the negligent party thirty (30) days' notice of cancellation. VSE reserves the right to cancel this agreement at any time by providing a written thirty (30) days' notice for situations arising from owner unpaid invoices or the failure to make full balance payments as noted above exceeding the sixty (60) day period of "late payment remedy". VSE reserves the right to cancel this agreement at any time should the bldg. owner fail to correct any safety deficiencies by request or immediate repair of equipment or upgrades with the mentioned equipment per the local code authority or per VSE request. VSE reserves the right to cancel this agreement at any time should the bldg. owner allow others to work on any part of elevator equipment without VSE consent.



CONDITIONS

Vertical Systems Elevator shall not be responsible for any loss, damage or delay due to any cause beyond our reasonable control, including, without limitation, strike or other labor dispute, acts of government, fire, explosion, theft, floods, storms, earthquake, lightning, windstorm, vandalism, malicious mischief, riot, war, Act of God, act of civil or military authority, negligence of others, misuse of equipment, or alteration, addition, adjustment, repair and/or part replacement by others during this agreement.

By allowing others to work on equipment owner voids any and all parts coverage or parts/ labor warranties associated with the equipment as defined in this agreement or manufacturer warranty supplied through VSE.

VSE will defend, indemnify [to the extent of its insurance limits], protect, and save Owner harmless from any and all kinds of loss, claims, expenses, causes of actions, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by VSE, its agents, employees, licensees contractors, or subcontractors; (b) the failure of VSE, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of VSE, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property. Owner agrees to carry all necessary insurance coverage applicable to cover any such accidents that may occur in or around the elevator. VSE shall carry Commercial General Liability insurance coverage for bodily injury and property damage arising from the performance of this Contract with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate with no interruption of coverage during the entire term of this Agreement. VSE shall also carry statutory worker's compensation insurance as required by law. Cancellation or non-renewal of any insurance policy shall be grounds to terminate this Contract.

It is understood and agreed that this proposal and Owner's acceptance thereof shall constitute, exclusively and entirely, the agreement for the service herein described; that all other prior representations or agreements, whether written or verbal, shall be deemed to be merged herein and that no other changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties, and that this agreement is not binding upon Vertical Systems Elevator until approved by one of its authorized representatives.

VSE has not made a complete survey of the elevator equipment. Within the first ninety (90) days VSE may inspect and benchmark the current equipment and its' performance levels. Owner will be notified of any required improvements necessary to correct the performance or safety of the elevator equipment. If certain items need to be replaced due to safety or code violations, Owner agrees to allow VSE to correct the deficiencies upon Owner's written authorization.

Public Record Act. VSE acknowledges and agrees that Owner must comply with Ohio Public Records laws; this Contract, the related Proposal and any other public records related to the Project may be disseminated to the public, the parties agree that Owner is not responsible to maintain any confidentiality of records or documents that are in fact public records.

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



AUTHORIZED INDIVIDUALS

Please provide the names of individuals who will be considered authorizing authorities who can represent the owner/ facility for this agreement. These authorized individuals will be the VSE main point of contact for questions and interaction regarding the elevators and service / repair. These individuals will be responsible for requesting elevator repair / service, ordering of parts, and authorization of change orders or work orders for work being performed.

NAME:

TITLE:

PHONE #:

EMAIL:

NAME:

TITLE:

PHONE #:

EMAIL:

NAME:

TITLE:

PHONE #:

EMAIL:

NAME:

TITLE:

PHONE #:



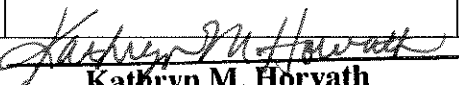
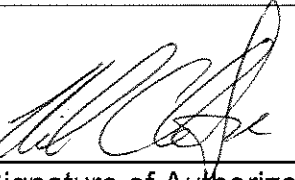
EMAIL:

*****SIGNATURE PAGE TO FOLLOW*****



SIGNATURE PAGE

Owner's acceptance of this agreement and its approval by an authorized manager of VSE will constitute exclusively and entirely the agreement for services herein described. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by Owner and VSE.

Vertical Systems Elevator Submittal:	Warren County Authorized Representative:	Vertical Systems Elevator Approval:
<p>By:  (Signature of Vertical Systems Elevator Representative)</p> <p>Mike Chasteen</p> <p><u>January 3, 2019</u> (Date Submitted)</p>	<p>By:  (Signature of Authorized Representative)</p> <p><u>Shannen Jones</u> (Print or Type Name of Authorized Representative)</p> <p><u>President</u> (Print or Type Title of Authorized Representative)</p> <p><u>1/29/19</u> (Date of Approval)</p> <p>APPROVED AS TO FORM</p> <p> Kathryn M. Horvath Asst. Prosecuting Attorney</p>	<p>By:  (Signature of Authorized Individual)</p> <p>Nicholas Chasteen President Sales Representative</p> <p><u>01-03-2019</u> (Date of Approval)</p>



THIS PAGE INTENTIONALLY LEFT BLANK

Resolution

Number 19-0120

Adopted Date January 29, 2019

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

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

- 10 Safariland holsters – broken or worn
- 2 Asps – broken
- 4 Streamlight Stinger flashlights & chargers Serial #'s 1655511, 1655517, 1383493, 535880 - broken
- 8 Cadet Hat Badges - worn & outdated
- 6 Cadet Badges – worn & outdated
- 3 Deputy Sheriff Badges – worn & outdated
- Broken Table – unknown WC id #
- Following items damaged by mold – Gas Mask & Case, Gas Mask Filter, Riot Helmet, "Sheriff" Bag, Tyvek Suit, MDC power cord, Hat Acorns, 35mm Camera, Asp Holder, Handcuffs, Radio Holder, Lock-Out Bladder Tool, Traffic Cone

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


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

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 19-0121

Adopted Date January 29, 2019

ENTER INTO MEMORANDUM OF UNDERSTANDING BETWEEN THIS BOARD AND WARREN COUNTY PARK DISTRICT RELATIVE TO THE WARREN COUNTY RECORDS COMMISSION

BE IT RESOLVED, to enter into a Memorandum of Understanding between this Board and the Warren County Park District relative to the designation of the Warren County Records Commission as the records commission for the Warren County Park District; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Warren County Park District (file)
Jen Haney Conover, Records Center (file)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WARREN COUNTY BOARD OF COMMISSIONERS
AND
WARREN COUNTY PARK DISTRICT**

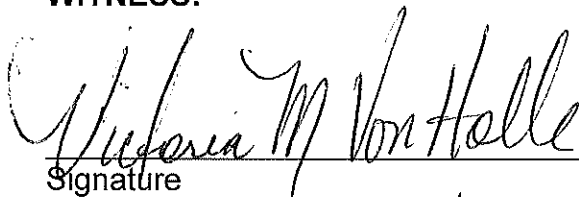
This Memorandum of Understanding (MOU) is entered into this 29 day of January, 2019, between the Warren County Board of Commissioners of 406 Justice Drive, Lebanon, OH, 45036, and Warren County Park District of 1267 N. State Route 741, Lebanon, OH 45036.

The Park District has requested permission to designate the county records commission as the records commission for the Park District. Such a designation authorizes the county records commission to exercise all of the duties and responsibilities of a records commission pursuant to Revised Code §149.38. The mutual assent may be marked in an agreement defining the terms and conditions under which the county records commission is to perform public records-related functions, including establishing records retention and destruction schedules, on behalf of the Park District.

The Board of Commissioners and the Park District do hereby enter into a Memorandum of Understanding that the Park District shall designate the Warren County Records Commission as the records commission for the Park District and the Warren County Records Commission shall exercise all of the duties and responsibilities of the Park District's records commission. This relationship will be subject to and governed by all relevant statutes as they currently exist or may be amended.

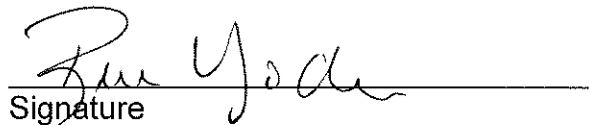
This MOU shall remain effective unless and until terminated by either party. This MOU may be terminated by either party with thirty (30) days written notice being provided to the other party.

WITNESS:


Signature

VICTORIA M VonHolle
Print

**WARREN COUNTY
Park District:**


Signature

Ben Yoder
Print

Title: WC PD Commissioner

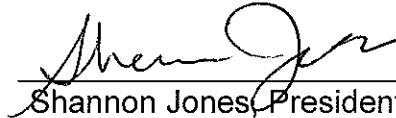
Date: 1-16-19

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WARREN COUNTY, OHIO



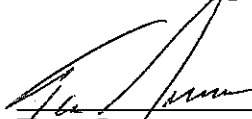
Tina Osborne, Clerk of the Board



Shannon Jones, President

1/29/19
Date

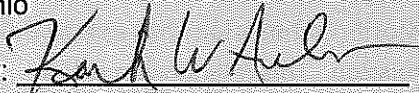
David G. Young, Vice President



Tom Grossmann, Member

Date: 1/29/19

This Agreement was prepared and approved as to form by the Office of the Prosecuting Attorney of Warren County, Ohio

By: 
Keith Anderson
Assistant Prosecuting Attorney

Date: 1-14-19

Resolution

Number 19-0122

Adopted Date January 29, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH WARREN CORRECTIONAL INSTITUTION

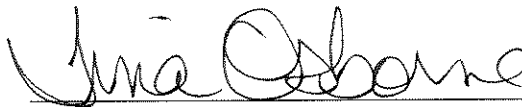
BE IT RESOLVED, to approve and authorize the President of the Board, to sign the Local Support Agency Memorandum of Understanding with Warren Correctional Institution; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren Correctional Institution
Emergency Services (file)

Local Support Agency Memorandum of Understanding With EMA & Warren Correctional Institution (WCI)

January 18, 2019

The Ohio Department of Rehabilitation and Correction protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During the course of our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

I. Statement of Purpose

The Purpose of this Memorandum of Understanding is to identify resources that can be made available by the Warren County Department of Emergency Services to the Warren Correctional Institution to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident. However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be available at all times.

NOTE: The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

II. Request for Assistance

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at (513) 695-1315 and request the Supervisor or Operator in Charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).
 - c. The location to which they are to respond.
 - d. The person to whom they are to report to upon arrival.
 - e. A contact name and number.

C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Warren Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

- A. Call Warren Correctional Institution at (513) 932-3388 and request for the Shift Commander in charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).
 - c. The location to which they are to respond.
 - d. The person to whom they are to report to upon arrival.
 - e. A contact name and number.

III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

- A. The Personnel Resource response by the agency to the prison is as follows:
 - 1. Director of Emergency Services
 - 2. Emergency Management Operations Manager
 - 3. LEPC Coordinator
 - 4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Commander
- B. The Equipment Resource response by the agency to the prison is as follows:
 - 1. 800 MHz Radios which include the Mares and Warren County Systems
 - 2. Cellular Telephones
- C. The Support Services capabilities of the agency to the prison is as follows:
 - 1. Acquisition Resources
 - 2. On Scene Resource Coordination

Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor
Stuart C. Hudson, Interim Director

3. Communication Coordination with Responders
4. Search & Rescue Coordination
5. Activation of County Emergency Operation Center
6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources

D. The agency utilizes the following radio frequencies:

Warren County operates on the Ohio MARCS system.

The Local Support Agency resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Support Services capabilities of Warren Correctional to Warren County is as follows:

1. In the need of an emergency evacuation of the Warren County jail, Warren Correctional Institution is able to provide four (4)-twelve (12) passenger transportation vans, and one (1) forty-two (42) passenger HUB bus. The HUB bus will be provided by WCI only if it is not being utilized by the institution at the time of the emergency evacuation.

IV. Prison/Agency Responsibilities

The Incident Commander will designate an individual to coordinate the agency assistance and needs in response to the Critical Incident. This individual will coordinate all security and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support Agencies, a Unified Command structure may be established, and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. In order to maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor
Stuart C. Hudson, Interim Director

V. Annual Review of the Memorandum of Understanding

The Warren Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

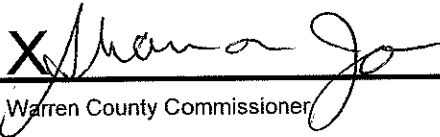
VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and Employees shall not be liable to ODRC, its employees, agents or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.

X


Lt. Brandon Teaque, CIM Coordinator
Warren Correctional Institution

Date:

X 
Warren County Commissioner

Date: 1/29/19

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 19-0123

Adopted Date January 29, 2019

APPROVE THE AMENDMENT TO THE CONTRACT BETWEEN CLINTON COUNTY FAMILY AND CHILDREN FIRST COUNCIL AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION


BE IT RESOLVED, to approve the amendment to the contract between Clinton County Family and Children First Council and Mary Haven Youth Center to provide placement services from January 1, 2019 thru December 31, 2019. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Clinton County Family and Children First Council
Mary Haven Youth Center (file)

Independent Contractor Agreement
Between
The Clinton County Family and Children First Council
And
Warren County Board of County Commissioners
On Behalf of Mary Haven Youth Center
A division of Warren County Juvenile Court
For the Provision of Child Placement and Related Services
AMENDMENT #1

This Contract Amendment is entered into effective January 1, 2019, by and between the Clinton County Family and Children First Council, 1025 S. South Street, Suite 400, Wilmington, Ohio 45177 and Mary Haven Youth Center a division of Warren County Juvenile Court, 900 Memorial Drive, Lebanon, Ohio 45036.

Whereas, an agreement was executed, July 1, 2018 by and between the Clinton County Family and Children First Council and Mary Haven Youth Center a division of Warren County Juvenile Court. The term of said Agreement was effective from July 1, 2018 through December 31, 2018.

Whereas, in the original agreement, section one states that Warren County agrees to provide and Clinton County agrees to pay if space is available, a per diem of **\$140.00** per day/per bed.

Therefore, in consideration of the mutual promises contained herein, the parties agree all other provisions remain in effect as previously agreed to in the original contract. This agreement shall be effective from January 1, 2019 through December 31, 2019.

- 1) The delivery of a signed copy of this contract by Facsimile Transmission (fax) or by email transmission in Portable Digital Format (pdf) shall constitute effective execution and delivery of this contract as to the parties; and will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such fax or pdf signature page were an original agreement. Signatures of the parties to this contract transmitted by facsimile or PDF will be deemed to be their original signatures for all purposes.


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

Approved by:

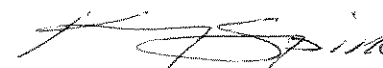
Clinton County Family and Children First Council



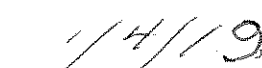
Maggie Henry, FCFC Service Coordinator



Date

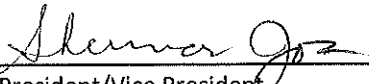


Kathi Spirk, Administrative Agent



Date

Warren County Commissioners:



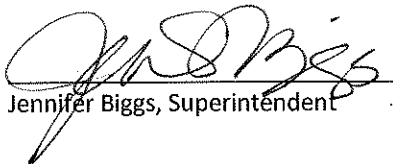
President/Vice President

1/29/19
Date

Resolution #: 19-0123

1/29/19
Date

Mary Haven Youth Center



Jennifer Biggs, Superintendent


01.16.19
Date

Approved as to form:

Warren County Prosecutor's Office

Date

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 19-0124

Adopted Date January 29, 2019

APPROVE AN EXTENSION TO THE MAINTENANCE AGREEMENT WITH MOTOROLA SOLUTIONS FOR SUPPORT ON PREMIERCAD AND INFOTRAK ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to approve and authorize the board to execute the attached extension to Maintenance and Support Agreement 202 for PremierCAD and Infotrak with Motorola Solutions as attached hereto and a part hereof.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Motorola Solutions
Telecom (file)



MOTOROLA SOLUTIONS

September 17, 2018

Mr. Paul Bernard
Warren County
500 Justice Drive
Lebanon, OH 45036-2379

RE: Extension to Maintenance and Support Agreement: 202
Product: PremierCAD™ and Infotrak™

Dear Mr. Bernard:

By means of this letter, Motorola Solutions, Inc. hereby extends Warren County's maintenance and support agreement as referenced above. Enclosed is one (1) copy of the updated Exhibit A Covered Products, Support Options and Pricing, Exhibit B Customer Support Plan, and Exhibit C Labor Rates for the period **September 1, 2018** through **August 31, 2019**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and returning one copy by e-mailing it to andrea.ballou@motorolasolutions.com on or before **September 30, 2018**.

If you have any questions or need further clarification, please contact me directly at (513) 668-7251 or by e-mailing andrea.ballou@motorolasolutions.com.

Sincerely,

Andrea Ballou
Customer Support Manager
Motorola Solutions, Inc.

Accepted by:

MOTOROLA SOLUTIONS, INC.

WARREN COUNTY

By: Andrea M. Ballou

By: Shannon Jones

Name: Andrea Ballou

Name: Shannon Jones

Title: Customer Support Manager

Title: President

Date: September 17, 2018

Date: 11/29/19

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice
Asst. Prosecuting Attorney

Exhibit A

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 202 TERM: 9/1/2018-8/31/2019

CUSTOMER AGENCY	Warren County	BILLING AGENCY	Warren County
Address	500 Justice Drive	Address	500 Justice Drive
City, State, Zip	Lebanon, OH 45036-2379	City, State, Zip	Lebanon, OH 45036-2379
Contact Name	Paul Bernard	Contact Name	Accounts Payable
Telephone Number	(513) 695-1726	Telephone Number	
Email Address	pbernard@wcoh.net	Email Address	

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) 323-9949 Option 2, Option 6, then select the corresponding prompt by product

Site Identification Numbers

Product Group	Site Identification Number	Phone Prompt
PremierCAD™	PSA218000_(CAD)	1
Infotrak™ LRMS	PSA218000_(LRMS)	5

Standard Services Include:

- Customer Support Plan
- Case Management 24X7
- Technical Support 9x5
- Third-party Vendor Coordination
- Virtual Private Network VPN Tool, if applicable
- On-site Support (when applicable)
- Software Releases, as defined
- Access to Users Group Site

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	Term Fees
PREMIERCAD™	PremierCAD™ Server License	24x7 Limited Support***	1	\$20,588.00
	MGU		1	\$3,459.00
	CAD/AWW License		12	\$2,968.00
	UDT/DSS (CAD DSS License)		1	\$6,174.00
	OpenQuery Server License		1	\$1,030.00
	OpenQuery Client License		26	\$3,487.00
	ATM CAD License		1	\$9,060.00
	ATM Client License		12	\$29,648.00
	CAD Workstation with Mapping - CAD and AWW and ATM - SA 1136/Sales Contract 2687		4	\$2,438.00
PREMIERCAD™ INTERFACE	E9-1-1 (Telephone System owned by Warren County)	24x7 Limited Support***	1	\$2,059.00
	MDT		1	\$30,888.00
	NetClock		1	\$1,728.00
	UDT to Pamet RMS export		1	\$1,728.00
	Hiplink Interface -SA 997/Sales Contract PSAOH120650A		1	\$2,987.00
	CAD to MCC7500 Console Interface - SA 1136/Sales Contract 2687		1	\$2,711.00
	ProQA - SA 1350/Project #OHP15P105A		1	\$2,457.00
	ProQA Fire - SA 1350/Project #OHP15P105A		1	\$2,457.00
	ProQA Law - SA 1350/Project #OHP15P105A		1	\$2,457.00
INFOTRAK™ LRMS	RMS Server License	24x7 Limited Support***	1	\$8,237.00
	RMS Client Access License		14	\$577.00
	RMS Administrator Client Access License		14	\$9,227.00
	RMS DSS License		1	\$3,089.00
TOTAL				\$149,454.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 202

TERM: 9/1/2018-8/31/2019

Optional Services Available:

- | | |
|------------------------------------|-------------------------------------|
| 24X7 Technical Support | Users Conference Advance Purchase** |
| Professional Services Upgrades* | On-site Support Dedicated Resource |
| Hardware Refresh* | GeoFile Services |
| Professional Services Consultation | Time and Materials |
| Professional Services Training | Lifecycle Services* |
- *Require Multi-year Agreement*

**USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS			
Users Conference Attendance Includes:	Year	2019	Number Attendees
			0
<ul style="list-style-type: none"> • Registration fee • Roundtrip travel for event (booked by Motorola) • Hotel accommodations (booked by Customer Agency per Motorola website instructions) • Ground Transportation (booked by Motorola) • Daily meal allowance¹ 			

¹ Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

SUPPORT FEES SUMMARY

Product	Service Level	Term Fees
PremierCAD™	24x7 Limited Support***	\$78,852.00
PremierCAD™ Interfaces	24x7 Limited Support***	\$49,472.00
Infotrak™ LRMS	24x7 Limited Support***	\$21,130.00
Multi-System Discount – 2.5%		(\$3,738.00)
GRAND TOTAL		\$145,716.00
MONTHLY FEES		\$12,143.00

NOTE: *Limited Support on PremierCAD™ and LRMS effective September 1, 2018 as follow:**

- Support can be reached via phone, email or Motorola On-Line as is currently available.
- For Severity Levels 3 and 4 situations, Support will attempt resolution on a best effort basis. For those situations where Support cannot achieve resolution, the problem ticket will be closed
- For Severity Levels 1 and 2 situations, Support will attempt resolution on a best effort basis.
- Situations where Support cannot achieve resolution, the problem will be escalated to the next level of Support.
- Resolution of escalated Severity Level 2 situations will be attempted on a best effort basis. For those situations where the next level of Support cannot achieve resolution, the problem ticket will be closed.
- Service will be restored for escalated Severity Level 1 situations.
- For all severity levels, no product defect resolution or interface updates will be provided.
- There will be no product changes or enhancements made for any reason including technology advancements (i.e. Microsoft Version EOL) or CJIS security standard updates.
- There will be no existing Release upgrades deployed by Motorola Solutions after the End of Support (EOS) date of August 31, 2018.

Exhibit B
CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT 202

TERM: 9/1/2018-8/31/2019

CUSTOMER: Warren County

Introduction

Welcome to Motorola Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications (PSA) system.

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Responsibilities**
- V. Customer Call Flow**
- VI. Contacts**

I. Service Offerings

Motorola Customer Support organization includes a staff of Support Analysts who are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of Motorola Customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

Service Levels

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1 st call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	Engineering software code fixes and changes

Motorola provides to customers on an active Maintenance and Support Agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in Section 3 of the main body of the Maintenance and Support Agreement.

II. Accessing Customer Support

The Motorola Solutions System Support Center Operations

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola Online**
3. **Email Case Ticketing**

Option 1 - Call Motorola Solutions System Support Center

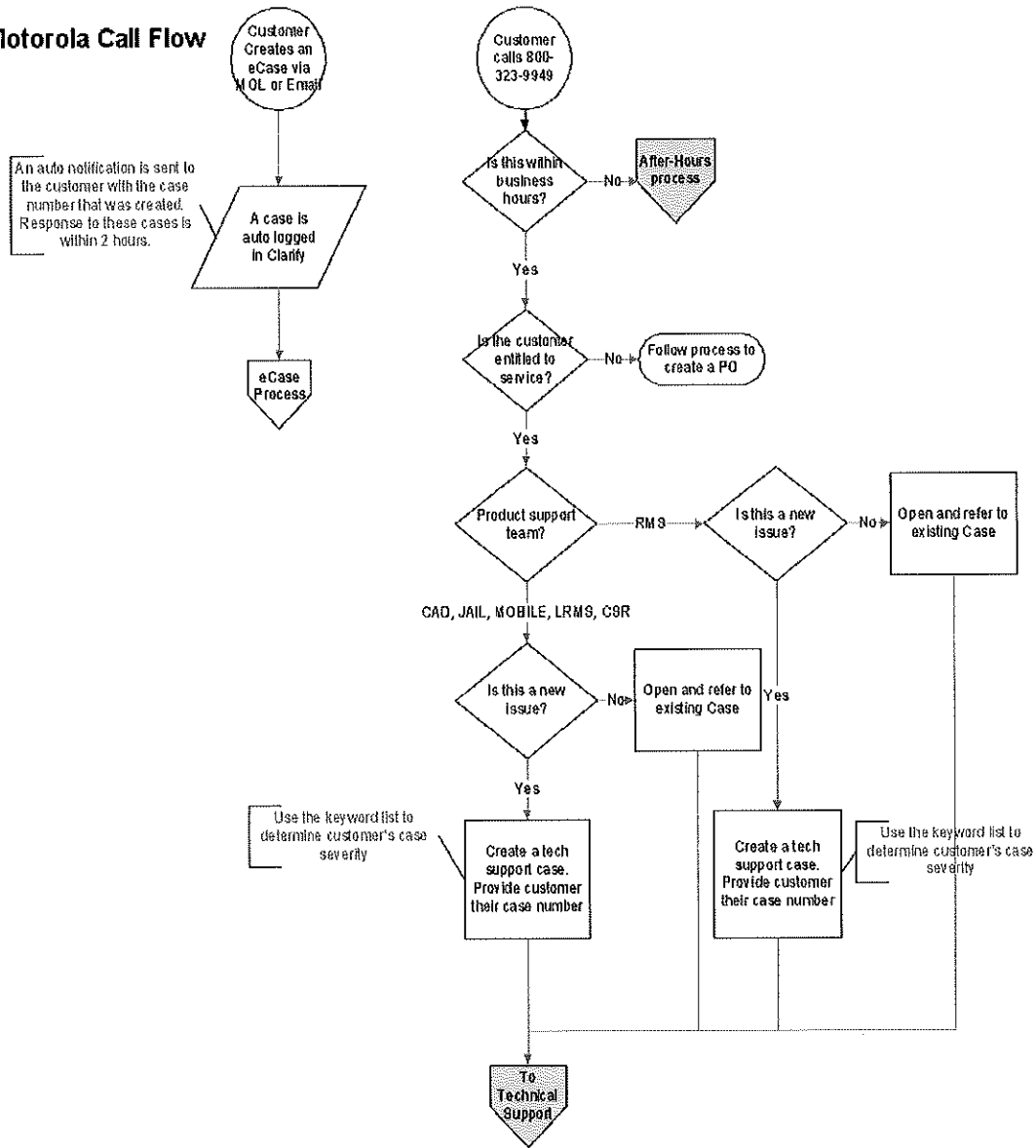
Call Motorola Solutions Toll free 800-323-9949

- Select from the auto attendant as follows:
 - **Option 2** – Technical Support of Infrastructure Products
 - Then select **Option 6** – Public Safety Applications
 - Next select the appropriate system type option
 1. CAD
 2. RMS, Records
 3. Mobile Applications
 4. Jail Management Systems
 5. Law Records (LRMS)
 6. Customer Service Request System (CSR)
 0. All Other Applications

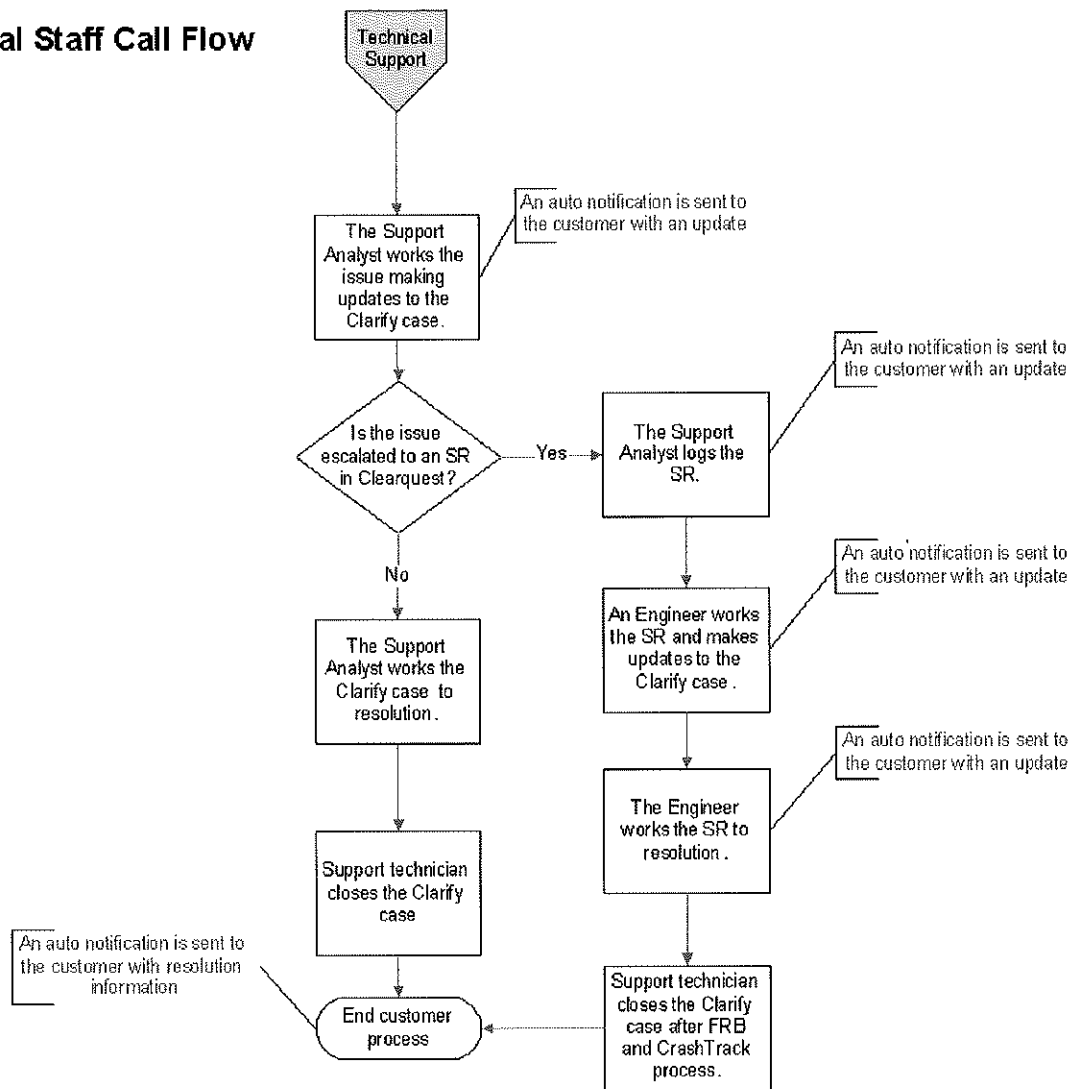
Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification Number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member. A unique tracking number will be provided to your agency for future reference.

Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst 24/7/365.

Motorola Call Flow



Technical Staff Call Flow



How to Obtain Technical Support for Products

Action / Response
<p>Step 1. Call the Motorola Solutions System Support Center 1-800-323-9949</p> <p>Step 2. Select option 2 (Technical Support)</p> <p>Step 3. Select option 6 (Public Safety Applications)</p> <p>Step 4. Select product specific option</p> <p>Step 5. Provide Site Identification Number (See Covered Products Exhibit for your agency's Site Identification Numbers)</p>

Step 6. Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call Time available for call back Email address
---	---

Step 7. Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Standard Response Time	RESPONSE See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days

Step 8. Notification of CASE All Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure. To request case notifications, please contact your Support Manager.
Notification of CASE Open/Close Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure. To request case notifications, please contact your Support Manager.

Option 2 - Submit a ticket via eCase Management from Motorola On-Line


Motorola Online eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

Setting Up a Motorola Solutions Online Account

To set up a Motorola Solutions On-Line account, please visit <https://businessonline.motorolasolutions.com> and follow the directions on the link for "Sign Up Now."

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the "Additional Information" field you are a **Public Safety** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions Online account set up. In approximately 4-5 business days an additional email will be sent which includes details about your Online account.

Accessing the Technical Case Management web site


Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at businessonline.motorolasolutions.com with your user ID and password, click on the **Contact Us**  **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

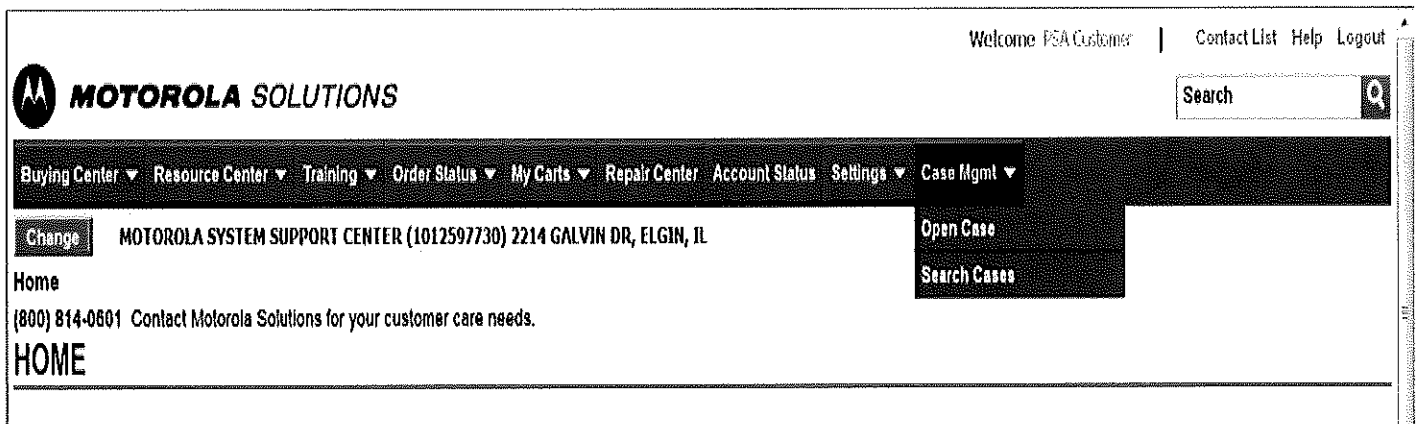
Primary Features of Online Technical Case Management

Motorola customers have three main functions available through Motorola Online to manage their cases:

- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

A. Open a New Case

1. Log into Motorola Solutions Online
2. Click on the "Case Mgmt"  Open Case



The screenshot shows the Motorola Solutions Online account management interface. At the top right, it says "Welcome PSA Customer" and has links for "Contact List", "Help", and "Logout". On the left, there is a search bar with the word "Search" and a magnifying glass icon. Below the search bar is a navigation menu with items: "Buying Center", "Resource Center", "Training", "Order Status", "My Carts", "Repair Center", "Account Status", "Settings", and "Case Mgmt". The "Case Mgmt" item is expanded, showing "Open Case" and "Search Cases" options. Below the navigation menu, there is a "Change" button and the text "MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL". Below that, it says "Home" and "(800) 814-0601 Contact Motorola Solutions for your customer care needs." At the bottom left, there is a large "HOME" button.

3. Select the Reason Code = **System Support Issue** (and the page will automatically reload)

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the Motorola Membership Site

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue ▼

Title:

System Support Site: Please Specify ▼

Case Type: Please Specify ▼

Severity: Please Specify ▼

System: Please Specify ▼

Description:

4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications System**
6. Fill in a detailed description of your issue
7. Click "Create Case"

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the Motorola Membership Site

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue ▼

Title:

System Support Site: Please Specify ▼

Case Type: Please Specify ▼

Severity: Please Specify ▼

System: Please Specify ▼

Description:

Create Case

8. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long), Note: The confirmation screen includes "expand all" and "collapse all" buttons for case notes.

B. Search for an Existing Case

1. Log into Motorola Online
2. Click on the "Case Mgmt" Search Case
3. Enter the exact case number or enter search criteria to find a range of tickets
4. Click "Got To" or "Search"

Welcome FSA Customer | Contact List Help Logout
MOTOROLA SOLUTIONS
 Search [input type="text"]
 Buying Center ▾ Resource Center ▾ Training ▾ Order Status ▾ My Carts ▾ Repair Center Account Status Settings ▾ Case Mgmt ▾
 Change MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL
 Home
 (800) 814-0601 Contact Motorola Solutions for your customer care needs.
HOME

Go Directly to Case

Case Number: _____
 (Please enter the exact case number.)

Enter Search Criteria

Case Number: _____
 Title: _____
 Type: All My Cases ▾
 Condition: Open ▾

 01 Sep 2002
 To
 06 Mar 2012

C. Update an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

[Add Info](#) - [Open Case](#) - [Search Cases](#)

Details for Case # 20000216 Case Number

Title: TEST

Case Condition: Open Customer name: TEST CUSTOMER Case Status: Not Assigned Issue Type: System Support Case Source: Web Contact Name: Test Test WebID Contact Phone: 847 726-4002 Contact Email: test@test.comtest	System Site ID: MDM130 System Site Name: Test Site as an example Case System: IT Case Type: Network Management
---	---

Expand/Collapse Buttons
↓
[Expand All](#) [Collapse All](#)

	Activity	Date/Time	Activity Summary
+	Create	12/31/2004 3:59:53 PM	2** Performed by contact: Please Specify, Status = Not Assigned
-	Notes	12/31/2004 3:59:53 PM	4** Performed by contact

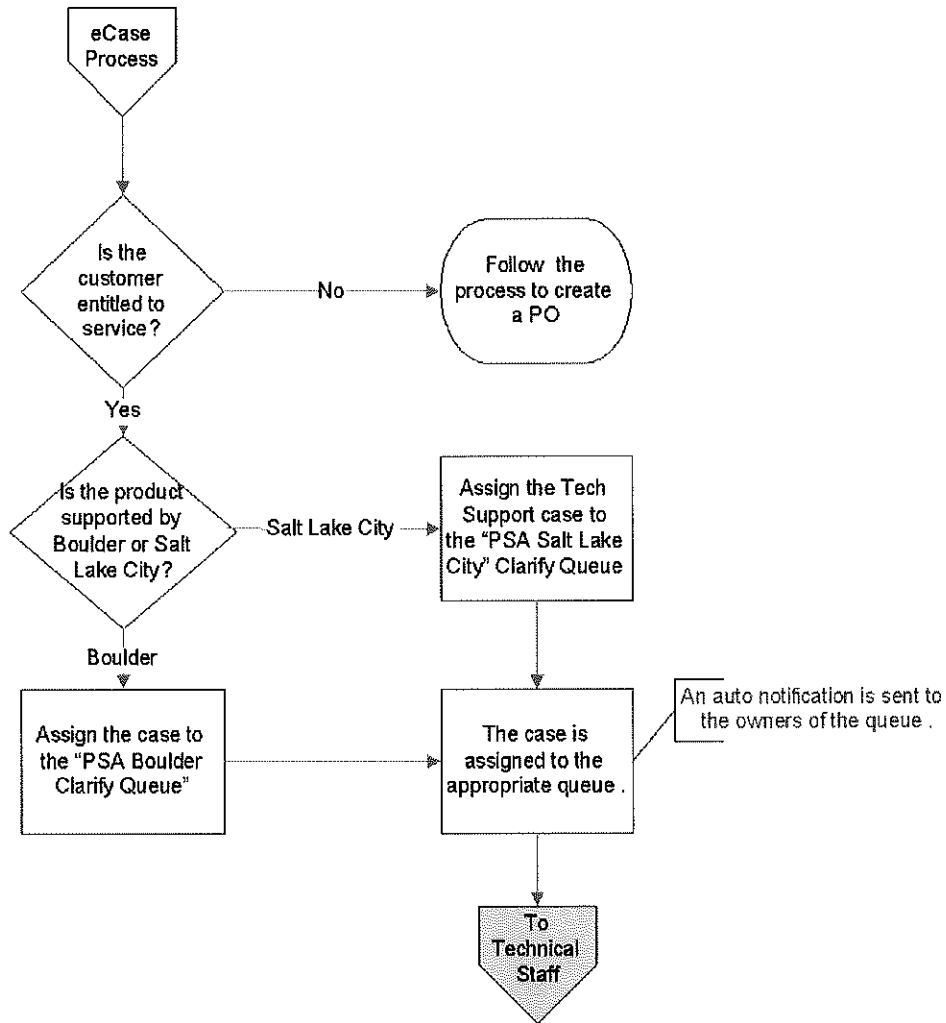
Previous Add Note Add Notes

Motorola Solutions On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
3. When updating case notes, please provide contact information, which includes phone number, email, etc.
4. For questions on Motorola Online eCase Management or Support, please contact the Motorola Online Helpdesk at 800-814-0601.

Requirements for effective usage:
Browser: Internet Explorer 5.0 or greater
Valid MOL user ID and Password

Motorola On-line Flow



Option 3 - Submit a ticket via Email Case Management


An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below:

1. Address your email to PSACASE@motorolasolutions.com
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID** = followed by the site identification number of the system location
4. Type **Product Type**= followed by the product family type. Choose from the following list:
 - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
 - CSR (CUSTOMER SERVICE REQUEST)
 - INFOTRAK, LRMS
 - JAIL MANAGEMENT (OFFENDERTRAK)
 - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
 - NETRMS
5. Type **Contact First Name** = followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name** = followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number** = followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level** = followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description** = followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA Customer Support at 1 800-323-9949 for further assistance.

SAMPLE Email Ticket Formatting:

	To...	PSACASE
	CC...	
	BCC...	
Subject:		PSA Service Request: NetRMS Reports Not Functioning
<p>Site ID number: PSA1234_(NetRMS_) (<i>Clarify site identification number</i>) Product type: NetRMS (<i>Specific product such as LRMS, NetRMS, PremierMDC, etc.</i>) Contact first name: John Contact last name: Doe Phone number: 303-123-4567 Severity level: Level 3 (<i>Email ticketing is available for severity levels three and four only</i>) Problem description: NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports (<i>Include a comprehensive description of the problem</i>)</p>		

III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Support and Engineering teams. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution (On Demand). When a permanent solution is developed and certified through testing, it will be incorporated into the applicable On Demand, Cumulative Update, Supplemental, or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

*Incoming cases are automatically assigned an initial **Severity Level of 3**, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*

Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	ACTION	RESPONSIBILITY
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

- 3.1 **Reporting a Problem.** Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.
- 3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detailed error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.
- 3.3 **Error Correction Status Report.** Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

IV. Key Responsibilities

4.1 Motorola Responsibilities

- 4.1.1 **Support on Motorola Software.** Motorola will provide any required software fixes in the form of either a "patch" or in an On Demand, Cumulative Update, Supplemental or Standard Release.
- 4.1.2 **Motorola Response.** Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in the Covered Products, Support Options and Pricing Exhibit.
- 4.1.3 **Remote Installation.** At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.4 **Software Release Compatibility.** At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 4.1.5 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.
- 4.1.6 **On-Site Software Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.
- 4.1.8 **Principal Period of Maintenance.** At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.
- 4.1.9 **Compliance to Local, County, State and/or Federal Mandated Changes.** (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are not part of the covered Services and will be quoted at the time of the request. Federal and State mandated changes for IBR and UCR are included in Motorola's standard maintenance offering.
- 4.1.10 **Anti-virus Software.** At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.11 **Account Reviews.** Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.12 **Reports.** Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.
- 4.1.13 **Maintenance Contract Administration.** Motorola's Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, a Motorola Customer Support Manager will contact you to discuss the options available for your specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, VPN support for software fixes

- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

4.2 **Customer Responsibilities**

- 4.2.1 **Initiate Service Request Cases.** Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support Agreement Customer Support Plan Exhibit to initiate technical support request case.
- 4.2.2 **Assess Severity Level.** Assist in assessing the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.
- 4.2.3 **Escalate Appropriately.** Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Customer Support Plan Exhibit.
- 4.2.4 **Support on Hardware.** Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola Maintenance and Support Agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Maintenance and Support Agreement.
- 4.2.5 **VPN connectivity.** Provide VPN connectivity and telephone access to Motorola personnel.
- 4.2.6 **Anti-virus software.** Run installed anti-virus software.
- 4.2.7 **Operating System (“OS”) Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System, except HP OS upgrades. Before installing OS upgrades, Customer will contact Motorola to verify that a given OS upgrade is appropriate.
- 4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team in expediting and troubleshooting the issue. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

Trouble Report Form

Agency Name:		Motorola Case Number:	
Contact Name:		E-mail Address:	
Contact Phone:		Contact Fax:	
Severity Level:		CAD Correction#:	
Subject:			
Product/Version:			

Problem Description: Please ensure that the description provided is as detailed as possible. Including accurate details, helps Motorola to resolve the issue promptly and successfully. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola probability of locating a root cause and achieving a timely resolution.

Steps to Duplicate: Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.

Step One:	
Step Two:	
Step Three:	
Step Four:	
Step Five:	
Step Six:	
Step Seven:	

Additional Steps:

Expected Results:	
--------------------------	--

Actual Results:	
------------------------	--

Configuration Checked:

V. Customer Call Flow

To Be Provided By Customer

VI. Contact Information

Motorola Contacts

CONTACT	PHONE NUMBER
Motorola Solutions System Support Center	(800) 393-9949
Linda Hudson Senior Manager, Technical Support Linda.Hudson@motorolasolutions.com	(303) 527-4017 - office
Phillip Askey Tier 2 - Technical Support Manager P.Askey@motorolasolutions.com	(720) 565-4764 - office
Jeff Dolph Tier 1 - Technical Support Manager JeffDolph@motorolasolutions.com	(303) 527-4038 - office (303) 319-8935 - mobile
Wayne Parent Technical Support Lead – Records Applications Wayne.Parent@motorolasolutions.com	(801) 234-9971 - mobile
Andrea Ballou Customer Support Manager Andrea.Ballou@motorolasolutions.com	(513) 668-7251 - mobile

Customer Contacts (to be provided by Customer)

<u>Customer Agency Name:</u> Address: City, State and Zip:
<u>Billing Contact Name:</u> Phone No: Email:
<u>Backup System Administrator Name:</u> Phone No: Email:
<u>Service Escalations Contact Name:</u> Title: Phone No: Email:

Exhibit C
LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT 202

TERM: 9/1/2018-8/31/2019

CUSTOMER: Warren County

The following are Motorola's current labor rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

Requisitions (0) Requisitions Spencer, Susan

New Mass Allocate Custom Interface Attach (1) Excel Actions/Approvers Release My Approvals Return to Search
 Edit Duplicate Notes Menu Tools Office Workflow Search

Requisition: 2019/97

Total Cost: \$149,454.00

Released, Griffith, Deborah L., 01/25/2019

▼ Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year*	Requisition Number*	Created Date*	Type
<input type="text" value="2019"/>	<input type="text" value="97"/>	<input type="text" value="2019-01-25"/>	(N) NORMAL
Department*	Purchase order <input type="text"/>		
<input type="text" value="(TEL) TELECOMM"/> ... View	Review		
Commodity	Needed by <input type="text"/>		
<input type="text"/>	PO Expiration <input type="text"/>		
Description	<input type="text" value="TEL - PREMIER CAD/INFOTRAK MAINT RENEWAL"/>		
Buyer	<input type="text"/> ...		

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Notify Originator of Overages
- Receive by Amount
- Three Way Match Required
- Inspection Required

by ...

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0125

Adopted Date January 29, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

kh

cc: Auditor

Resolution

Number 19-0126

Adopted Date January 29, 2019

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR AM GROUP HOLDINGS, LLC FOR COMPLETION OF IMPROVEMENTS IN STONE VALLEY MEADOWS SITUATED IN FRANKLIN 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	:	Stone Valley Meadows
Developer	:	AM Group Holdings, LLC
Township	:	Franklin
Amount	:	\$48,596.60
Surety Company	:	Old Republic Surety Company

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, 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.

Bond No. PCN3437219

This Agreement made and concluded at Lebanon, Ohio, by and between AM Group Holdings, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Old Republic Surety Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Stone Valley Meadows Subdivision, Section/Phase n/a (3) (hereinafter the "Subdivision") situated in Franklin (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 \$37,382.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$37,382.00; 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 \$48,596.60 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 Director 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 \$7,476.40 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director 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 Director 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 Director 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 Director 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 Soil & Water Conservation District:

Warren County Soil & Water Conservation
District Attn: Director
320 East Silver Street
Lebanon, OH 45036
Ph. (513) 695-1337

C. To the Developer:

Angela Norman

AM Group Holdings, LLC

6644 Wilder Woods Way

Mason, Ohio 45040

Ph. (513) 295 - 2307

D. To the Surety:

Old Republic Surety Company

445 S. Moorland Road, suite 200

Brookfield, WI 53005

Ph. (800) 217 - 1792

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)

xx _____ **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.

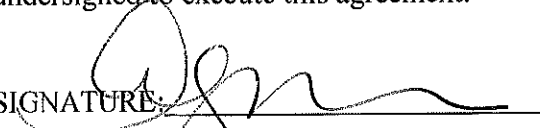
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: AM Group Holdings, LLC

SURETY: Old Republic Surety 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: Angela Norman

PRINTED NAME: Beth A. Seibert

TITLE: Managing Member

TITLE: Attorney-in-Fact

DATE: 1/25/19

DATE: 01/24/2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0126, dated 1/29/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 1/29/19

RECOMMENDED BY:

By: [Signature]
**DIRECTOR
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By: [Signature], Asst. Pres.
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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

NEVIN BEYER, BETH A. SEIBERT, LYDIA A. MANTLE, OF CAMP HILL, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS(\$5,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26TH day of APRIL, 2018.

OLD REPUBLIC SURETY COMPANY

Jane E. Cherney
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 26TH day of APRIL, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



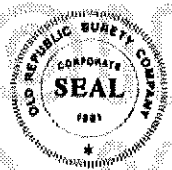
Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

72-6400

Signed and sealed at the City of Brookfield, WI this 24TH day of January, 2019.



Jane E. Cherney
Assistant Secretary

KEYSTONE BONDING & SURETY

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

Resolution

Number 19-0127

Adopted Date January 29, 2019

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR CHICK-FIL-A, INC. FOR COMPLETION OF IMPROVEMENTS IN CHICK-FIL-A #2486 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	:	Chick-Fil-A #2486
Developer	:	Chick-Fil-A, Inc.
Township	:	Deerfield
Amount	:	\$28,424.83
Surety Company	:	Liberty Mutual Insurance Company (8117849)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

EROSION & SEDIMENT CONTROL

Bond No 016218286

Security Agreement No.

This Agreement made and concluded at Lebanon, Ohio, by and between Chick-fil-A, Inc.
_____ (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Chick-fil-A #2486
Deerfield Crossing (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 \$21,865.25,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$21,865.25; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$28,424.83 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 Director 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 \$4,373.05 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director 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 Director 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 Director 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 Director 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 Soil & Water Conservation District:

Warren County Soil & Water
Conservation
District Attn: Director
320 East Silver Street
Lebanon, OH 45036
Ph. (513) 695-1337

C. To the Developer:

Chick-fil-A, Inc.

Rex Powell

5200 Buffington Rd.

Atlanta, GA 30349

Ph. (404) 822 - 2568

D. To the Surety:

Liberty Mutual Insurance Company

175 Berkeley Street

Boston

MA 02116

Ph. (713) 276 - 8114

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

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

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

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

_____ **Original Escrow Letter** (attached)

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

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

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

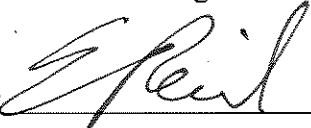
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

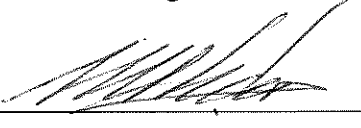
DEVELOPER: Chick-fil-A, Inc.

SURETY: Liberty Mutual Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Erwin Reid

PRINTED NAME: Mario Arzamendi

TITLE: Sr. VP, Restaurant Development

TITLE: Attorney-in-Fact

DATE: 12-18-18

DATE: 03/01/2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0127, dated 1/29/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannen Jones

PRINTED NAME: Shannen Jones

TITLE: President

DATE: 1/29/19

RECOMMENDED BY:

By: [Signature]
DIRECTOR
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT

APPROVED AS TO FORM:

By: Bruce A. McGeary, Asst. Pres.
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

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

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

Certificate No. 8117849

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Orlando Aguirre; Mario Arzamendi; Mary Ann Garcia; Tannis Mattson; Terri L. Morrison; Gloria Mouton; Sandra Parker; Gina A. Rodriguez; Marissa Shepherd; Laura E. Sudduth

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June, 2018.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of June, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of March, 2019.



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

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

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

Resolution

Number 19-0128

Adopted Date January 29, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH M/I HOMES OF CINCINNATI, LLC FOR HUDSON HILLS, SECTION 1 SITUATED IN DEERFIELD TOWNSHIP

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

RELEASE

Bond Number	:	17-004 (W/S)
Development	:	Hudson Hills, Section 1
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$51,330.28
Surety Company	:	Capitol Indemnity Corporation (60112710)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249
Capitol Indemnity Corporation, PO Box 5900, Madison WI 53705
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0129

Adopted Date January 29, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH FISCHER DEVELOPMENT COMPANY FOR THE MIAMI BLUFFS SUBDIVISION, SECTION SIXTEEN SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

Bond Number	:	15-008 (W/S)
Development	:	Miami Bluffs Subdivision, Section Sixteen
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$13,228.80
Surety Company	:	Westchester Fire Insurance Company

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Fischer Development Co., Attn: Dave Stroup, 3940 Olympic Blvd., Ste 100, Erlanger KY 41018
Westchester Fire Insurance Co., 542 West Monroe Street, Suite 700, Chicago IL 60661
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-0130

Adopted Date January 29, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH ERBECK DEVELOPMENT COMPANY, LTD, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KENSINGTON, PHASE 2, BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	:	19-001 (P/S)
Development	:	Kensington, Phase 2, Block "B"
Developer	:	Erbeck Development Co., Ltd.
Township	:	Deerfield
Amount	:	\$84,404.39
Surety Company	:	Berkley Insurance Co. (0222384)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

19-001 (P/S)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Kensington Subdivision, Section/Phase ^{Phase 2,} _{Block B} (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$227,711.73, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$64,926.45; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$84,404.39 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$45,542.35 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Erbeck Development Company, Ltd.
Dave Stroup
3940 Olympic Boulevard, Suite 100
Erlanger, KY 41018
Ph. (859) 344 - 3131

D. To the Surety:

Berkley Insurance Company

412 Mt. Kemble Avenue, Suite 310N

Morristown, NJ 07960

Ph. (515) 473 - 3402

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

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

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

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

_____ **Original Escrow Letter** (attached)

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

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

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after 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: Erbeck Development Company, Ltd.

SURETY: Berkley Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.
By: Kensington Development Co. of Ohio, LLC
Its: Sole Member

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: Vice President

TITLE: Attorney-in-Fact

DATE: January 10, 2019

DATE: January 10, 2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0130, dated 1/29/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 1/29/19

RECOMMENDED BY:

By: Neil G. Junior
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
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, Erbeck Development Company., Ltd., as Principal, and Berkley 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 Eighty-Four Thousand Four Hundred Four and 39/100 Dollars (\$84,404.39) 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 Streets and Appurtenances Including Sidewalks in Kensington Subdivision, Phase 2, Block B 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 Streets and Appurtenances Including Sidewalks in Kensington Subdivision, Phase 2, Block B 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 Eighty-Four Thousand Four Hundred Four and 39/100 Dollars (\$84,404.39) and no more.

SIGNED AND DATED THIS 10th day of January, 2019

Principal: Erbeck Development Company, Ltd.
By: Kensington Development Co. of
Ohio, LLC Its: Sole Member

By: 

Todd E. Huss, President

Surety: Berkley Insurance Company

By: 

Susan A. Yeazell, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of December, 2018.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

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

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 31st day of December, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 10th day of January 2019

(Seal)

Vincent P. Forte

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

Resolution

Number 19-0131

Adopted Date January 29, 2019

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

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

SECURITY AGREEMENT


Bond Number	:	19-001 (W/S)
Development	:	Kensington, Phase 2, Block "B"
Developer	:	Erbeck Development Company, LTD.
Township	:	Deerfield
Amount	:	\$132,979.28
Surety Company	:	Berkley Insurance Company

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Erbeck Development Co. LTD., 3940 Olympic Blvd., Suite 100, Erlanger, KY 41018
Berkley Insurance Company, 412 M. Kemble Suite 310N, Morristown, NJ 07960
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

19-001 (w/s)

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

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$238,090.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$102,291.75; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$132,979.28 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$23,809.05 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Erbeck Development Company, Ltd.
Attn: Dave Stroup
3940 Olympic Blvd. Suite 100
Erlanger, KY 41018
Ph. (859) 344 - 3131

D. To the Surety:

Berkley Insurance Company

412 M. Kemble Suite 310N

Morristown, NJ 07960

Ph. (515) 473 - 3402

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

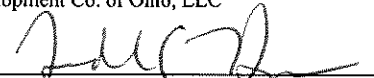
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners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

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

DEVELOPER:

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

ERBECK DEVELOPMENT COMPANY, LTD
 By: Kensington Development Co. of Ohio, LLC
 Its: Sole Member

SIGNATURE: 

PRINTED NAME: Todd E. Huss

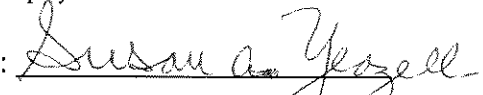
TITLE: Vice President

DATE: 1/23/19

SURETY:

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

Berkley Insurance Company

SIGNATURE: 

PRINTED NAME: Susan A. Yeazell

TITLE: Attorney-in-Fact

DATE: January 22, 2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0131, dated 1/29/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 1/29/19

RECOMMENDED BY:

By: Andy Brugh
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of December, 2018.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

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

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of December, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 23rd day of January, 2019

(Seal)

Vincent P. Forte
Vincent P. Forte

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of December, 2018.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

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

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of December, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 10th day of January 2019

(Seal)

Vincent P. Forte
Vincent P. Forte

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

PERFORMANCE BOND

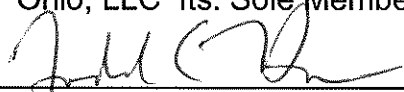
KNOW ALL MEN BY THESE PRESENTS that, Erbeck Development Company., Ltd., as Principal, and Berkley Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred Thirty-Two Thousand Nine Hundred Seventy-Nine and 28/100 Dollars (\$132,979.28) 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 Water in Kensington Subdivision, Phase 2, Block B in Deerfield Township, Warren County, OH.

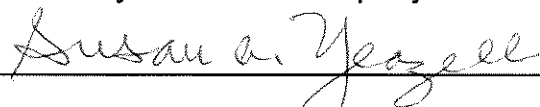
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Water in Kensington Subdivision, Phase 2, Block B in Deerfield Township, Warren County, OH, on record at Warren County Commissioners, then this 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 One Hundred Thirty-Two Thousand Nine Hundred Seventy-Nine and 28/100 Dollars (\$132,979.28) and no more.

SIGNED AND DATED THIS 23rd day of January, 2019

Principal: Erbeck Development Company, Ltd.
By: Kensington Development Co. of
Ohio, LLC Its: Sole Member

By: 
Todd E. Huss, President

Surety: Berkley Insurance Company

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

Bond No. 0222385

MAINTENANCE BOND

Know All Men By These Presents, That we, Erbeck Development Company, Ltd.
3940 Olympic Blvd, Suite 100, Erlanger, Kentucky 41018
as Principal, and Berkley Insurance Company, a corporation
organized under the laws of the State of Delaware with principal 412 M. Kemble
Suite 310N, Morristown, NJ 07960, as Surety, are held and
firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH
45036 (hereinafter called Obligee) in the penal sum Twenty-Three Thousand
Eight Hundred Nine and 05/100, (\$ 23,809.05), for
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

DATED this 10th day of January, 20 19.

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

Water and/or Sanitary Sewer in Kensington Phase 2, Block B
Subdivision located in Deerfield Township, Warren County, Ohio

and

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

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is
said Principal shall, for a period of One (1) years from and after the 10th
day of January, 20 19, indemnify the Obligee against any loss or
damage directly arising by reason of any defect in the material or workmanship which
may be discovered within the period aforesaid, then this obligation shall be void;
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said
Principal, written statement of the particular facts showing such default and the date
hereof shall be delivered facts showing such default and the date thereof shall be
delivered to the Surety by certified mail, at its Home Office in 412 Mt. Kemble Avenue
Suite 310N, Morristown, NJ 07960 promptly and in any event within thirty (30) days
after the Obligee or his representative shall learn of such default; and that no claim suit,
or action by reason of any default of the Principal shall be brought hereunder after the
expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Erbeck Development Company, Ltd.
By: Kensington Development Co. of Ohio,
LLC

Its: Sole Member

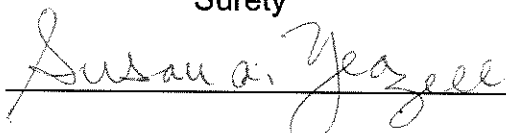
Principal

By: 

Its: Todd E. Huss, President

Berkley Insurance Company

Surety

By: 

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

Resolution

Number 19-0132

Adopted Date January 29, 2019

APPROVE VARIOUS RECORD PLATS

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

- Kensington Phase 2 Block "B" – Deerfield Township
- Kensington Phase 2 Block "B" Easement Plat – Deerfield Township

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 19-0133

Adopted Date January 29, 2019

APPROVE AN OPERATIONAL TRANSFER FROM JUVENILE PROBATION FUND #11012500 INTO JUVENILE GRANT FUND #2243

WHEREAS the Juvenile Court has requested the local cash match be transferred into the Juvenile Grant County share fund #2243-2010; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer into Juvenile Grant County Share fund #2243-2010:

\$18,000.00 from 11012500-5997(Juvenile Probation – Operational Transfers)
into 22432010-AAREVENUE-2243-49000 (Juvenile Grant – Oper/Transfer)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Juvenile Court (file)

Resolution

Number 19-0134

Adopted Date January 29, 2019

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #1101-1112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the first quarter of their 2019 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

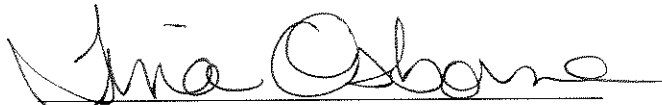
\$234,500.00 from #11011112-5744 (County Commissioners, Grants-Mary Haven)
into #2270-49001 (Mary Haven - County Grant Transfers)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Probate/Juvenile (file)
OMB

Resolution

Number 19-0135

Adopted Date January 29, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO GRANTS ADMINISTRATION
FUND #2251

WHEREAS, it is necessary to increase appropriations in Fund #261 Pass Through Grants in order to process grant disbursements, and

BE IT RESOLVED, to approve the following supplemental appropriation:

\$142,000.00 into #225111115410 (COAP GRANT – Contracts BOCC Approved)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Supplemental App. file
OGA (file)
OMB

Resolution

Number 19-0136

Adopted Date January 29, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMUNITY BASED
CORRECTIONS PROBATION IMPROVEMENT & INCENTIVE FUND #22891225

BE IT RESOLVED, to approve the following supplemental adjustment:

\$ 2,500.00 into #2289 1225-5850 (Training Education)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Adjustment file
Common Pleas Court (file)
OMB

Resolution

Number 19-0137

Adopted Date January 29, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustments:


\$1,000.00	from	#1101-1220-5830	(Workers Compensation)
	into	#1101-1220-5210	(Material & Supplies)
\$1,000.00	from	#1101-1220-5317	(Non Capital Purchases)
	into	#1101-1220-5210	(Material & Supplies)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Common Pleas (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-0138

Adopted Date January 29, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES GENERAL FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 1,000.00 from #1101-1223-5460 (Vehicle Insurance)
into #1101-1223-5317 (Non Capital Purchases)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)
OMB

Resolution

Number 19-0139

Adopted Date January 29, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COURT OF COMMON PLEAS
NOTARY PUBLIC FUND #11011292

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 200.00	from #1101-1292-5210	(Material & Supplies)
	into #1101-1292-5102	(Regular Salaries)
\$ 40.00	from #1101-1292-5210	(Material & Supplies)
	into #1101-1292-5811	(PERS)
\$ 10.00	from #1101-1292-5210	(Material & Supplies)
	into #1101-1292-5871	(Medicare)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

Resolution

Number 19-0140

Adopted Date January 29, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND 2203

BE IT RESOLVED, to approve the following appropriation adjustment:

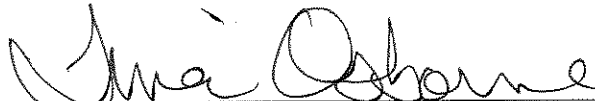
\$390,000.00	from	22035310 5410	(CONTBOCCAP)
	into	22035310 5400	(PURCHASED SERVICES)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Human Services (file)

Resolution

Number 19-0141

Adopted Date January 29, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT CLERK
COMPUTER FUND #2277

BE IT RESOLVED, to approve the following appropriation adjustment:

\$13,000.00 from 22771410-5317 (Non Capital Purchases)
into 22771410-5331 (Capital Purchases/Data Board app)

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile/Probate (file)

Resolution

Number 19-0142

Adopted Date January 29, 2019

DECLARING A PORTION OF PINNACLE LANE (Township Road 2259) IN DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO TO BE VACATED

WHEREAS, by Resolution No. 2018-66, dated December 3, 2018, the Deerfield Township Board of Trustees petitioned this Board, pursuant to section 5553.045 of the Ohio Revised Code, to vacate a portion of Pinnacle Lane (Township Road 2259); and,

WHEREAS, by Resolution No. 18-1943, dated December 11, 2018, this Board set the final hearing concerning the proposed vacation of a portion of Pinnacle Lane in Deerfield Township on January 8, 2019, at 9:15AM; and,

WHEREAS, by Resolution No. 19-0006, dated January 4, 2019, this Board re-scheduled the final hearing concerning the proposed vacation of a portion of Pinnacle Lane in Deerfield Township until January 15, 2019, at 11:15AM; and,

WHEREAS, the public hearing to consider the proposed vacation of a portion of Pinnacle Lane was held on January 15, 2019, beginning at 11:15AM, after proper notice was given in accordance with law; and,

WHEREAS, the proposed portions of Pinnacle Lane to be vacated were dedicated to this Board for public use on the Record Plat of Crooked Tree Meadows Subdivision, Section 1 (Plat Book 68, Pages 84-86), subject to the Pinnacle Lane Right-of-Way being vacated when the north road connection (Isleworth Lane), as a condition precedent, was constructed and open to the public in the adjacent Hudson Hills Subdivision; and,

WHEREAS, upon consideration of the request of the Deerfield Township Board of Trustees, a review of the descriptions of the general route and termini of portions of Pinnacle Lane proposed to be vacated as particularly described in Exhibits "A" and "B" and illustrated in Exhibit "C", as well as the report of the County Engineer including but not limited to reporting that Isleworth Lane has been constructed and is open to the public as a Township Street, and after hearing all persons desiring to testify for or against the granting of said vacation during the public hearing, the Board finds the request to vacate the portions of Pinnacle Lane described in Exhibits "A" and "B", and as illustrated in Exhibit "C", are no longer needed for public use, convenience or welfare.

NOW THEREFORE BE IT RESOLVED, to declare the following described portions of Pinnacle Lane (Township Road 2259) to be vacated, the vacated portion shall pass, in fee and are hereby conveyed to the following Owner(s):

Owner(s)	Tax Mailing Address	Existing description, Parcel Number & Deed Reference	Vacated area to be conveyed to Owner(s)
K Homes, LLC	8050 Beckett Center Drive, Suite 313, West Chester, OH 45069	Lot: 1 (0.9121 ac.), Crooked Tree Meadows, Subdivision Sec. 1, P.B. 68, Pages 84-86, Parcel # 11-02-485-006, Doc. # 2016-016700	Parcel 1, consisting of 0.232 acres, as described in Exhibit "A" and illustrated in Exhibit "C" attached hereto and incorporated herein
M/I Homes of Cincinnati, Inc.	9349 Waterstone Boulevard, Suite 100, Cincinnati, OH 45249	Lot: O/S A (5.9131 ac.), Hudson Hills Subdivision, Sec. 2, PB 96, PG 19-22, Parcel # 11-02-448-049, Doc. # 2016-031749	Parcel 2, consisting of 0.232 acres, as described in Exhibit "B" and illustrated in Exhibit "C" attached hereto and incorporated herein

BE IT FURTHER RESOLVED, that the portions of Pinnacle Lane (Township Road 2259) vacated herein shall continue to be subject to all of the following:

- (1) a permanent easement as provided in Section 5553.043 [5553.04.30] of the Revised Code in, over, or under the herein described property being vacated for the service facilities as defined in Section 5553.042 [5553.04.2] of the Revised Code, of a public utility (including without limitation the Easement for Sanitary Sewers and Appurtenances recorded in O.R. Vol. 2192, Pages 186-194, and the Public Utility Easement (P.U.E.) illustrated on the Record Plat of Crooked Tree Meadows, Section One recorded in P.B. 68, Pages 84-86), or electric cooperative as defined in Section 4928.01 of the Revised Code;

- (2) the right of ingress or egress to service or maintain those service facilities, including without limitation the direct access for ingress to and egress from Bethany Road to the Warren County Sanitary Sewer Pump Station by Warren County and its employees and contractors, which shall never be blocked or otherwise impeded by the owners having the fee interest in the vacated portions of Pinnacle Lane conveyed to them, or anyone claiming an interest by or through them, and such conveyance is subject to the restriction that the existing pavement within the area illustrated in Exhibit "D" attached hereto and made a part hereof shall not be removed and shall continue to exist in perpetuity for said direct access;
- (3) the right to trim or remove any trees, shrubs, brush, or other obstacles growing in or encroaching onto the vacated portion of Pinnacle Lane that may affect the operation, use or access to those service facilities;
- (4) Upon the vacation being approved, the owner of Lot 1, or its successors and assigns, shall apply to and the County Engineer will issue a driveway access permit to the owner of Lot 1, or its successor and assigns, to access Lot 1 off the remaining portion of Pinnacle Lane not being vacated.

BE IT FURTHER RESOLVED, that a copy of this Resolution be certified to: the Deerfield Township Trustees for such Board to comply with section 5553.045 (E), the County Recorder for recording, and further cause a copy of this Resolution to certified to the County Engineer to be filed and to adjust his road records accordingly.

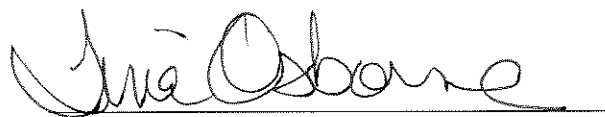
All formal actions of this Board concerning or relating to this Resolution were adopted in an open meeting, and all deliberations of this Board that resulted in such formal actions, were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

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

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

Resolution adopted this 29th day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Recorder (certified)
Engineer (file)
Map Room

Vacation file
Deerfield Township
Prosecutor

**Vacation of Pinnacle Lane
Parcel 1 – Eastern Half of Pinnacle Lane**

Situate in Section 2, Town 3, Range 3, Deerfield Township, Warren County, State of Ohio, being the eastern half (Parcel 1) of Pinnacle Lane (also known as Township Road 2259), being a part of the Crooked Tree Meadows Section One Subdivision as recorded in Plat Book 68, Pages 84-86 in the Warren County Recorder's Office, being the portion adjacent to the western boundary line of Lot 1 of Crooked Tree Meadows Section One (Parcel ID number 11-02-485-006, owned by K Homes LLC), being more particularly described as follows:

Commencing at the centerline intersection of Pinnacle Lane and Bethany Road, thence North 1 degree 18 minutes 34 seconds East 50.00 feet to a point on the northerly right-of-way line of Bethany Road (also known as County Road 59), being the **TRUE POINT OF BEGINNING** of this description;

Thence along the said northerly right-of-way line of Bethany Road South 89 degrees 09 minutes 37 seconds East, 21.80 feet to a point on the easterly right-of-way line of Pinnacle Lane, being the southwest corner of Lot 1 of Crooked Tree Meadows Section One;

Thence along the said easterly right-of-way line of the of Pinnacle Lane and the westerly boundary line of Lot 1 North 01 degree 18 minutes 34 seconds East, 147.15 feet to a point;

Thence continuing along the said easterly right-of-way line of Pinnacle Lane and the westerly boundary line of Lot 1 with a curve to the right with a central angle of 65 degrees 17 minutes 16 seconds, a radius of 185.00 feet, an arc length of 210.80 feet to a point;

Thence continuing along the said easterly right-of-way line of Pinnacle Lane and the westerly boundary line of Lot 1 North 66 degrees 35 minutes 50 seconds East, 92.39 feet to a point, being the northwest corner of Lot 1, and the northwest corner of Lot 2 of Crooked Tree Meadows Section One;

Thence leaving the said easterly right-of-way line of Pinnacle Lane North 23 degrees 24 minutes 10 seconds West, 21.80 feet to a point on the centerline of Pinnacle Lane;

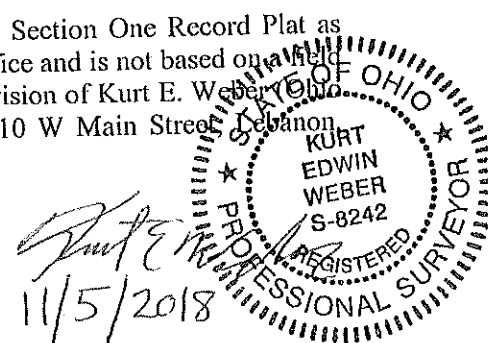
Thence along the said centerline of Pinnacle Lane South 66 degrees 35 minutes 50 seconds West, 92.40 feet to a point;

Thence continuing along the said centerline of Pinnacle Lane with a curve to the left with a central angle of 65 degrees 17 minutes 16 seconds, a radius of 206.80 feet, an arc length of 235.65 feet to a point;

Thence continuing along the said centerline of Pinnacle Lane South 01 degree 18 minutes 34 seconds West, 147.34 feet to a point on the northerly right-of-way line of Bethany Road, being the **TRUE POINT OF BEGINNING** of this description containing 0.232 acres, more or less, as Parcel 1 of the vacation of Pinnacle Lane, being the eastern half of Pinnacle Lane adjacent to Lot 1 of Crooked Three Meadows Section One (Parcel ID number 11-02-485-006).

The bearings for this description are based on the Crooked Tree Meadows Section One Record Plat as recorded in Plat Book 68, Pages 84-86 in the Warren County Recorder's Office.

This legal description was prepared based on the Crooked Tree Meadows Section One Record Plat as recorded in Plat Book 68, Pages 84-86 in the Warren County Recorder's Office and is not based on a field survey. This legal description was completed under the direction and supervision of Kurt E. Weber (Ohio Registered Survey No. 8242) of the Warren County Engineer's Office, 210 W Main Street, Lebanon, Ohio, 45036.



**Vacation of Pinnacle Lane
Parcel 2 – Western Half of Pinnacle Lane**

Situate in Section 2, Town 3, Range 3, Deerfield Township, Warren County, State of Ohio, being the western half (Parcel 2) of Pinnacle Lane (also known as Township Road 2259), being a part of the Crooked Tree Meadows Section One Subdivision as recorded in Plat Book 68, Pages 84-86 in the Warren County Recorder's Office, being the portion adjacent to the eastern boundary line of Open Space "A" of Hudson Hills Section 2 Subdivision as recorded in Plat Book 96, Pages 19-22, (Parcel ID number 11-02-448-049, owned by M/I Homes of Cincinnati), being more particularly described as follows:

Commencing at the centerline intersection of Pinnacle Lane and Bethany Road, thence North 1 degree 18 minutes 34 seconds East 50.00 feet to a point on the northerly right-of-way line of Bethany Road (also known as County Road 59), being the **TRUE POINT OF BEGINNING** of this description;

Thence along the said northerly right-of-way line of Bethany Road North 89 degrees 09 minutes 37 seconds West, 16.20 feet to a point on the westerly right-of-way line of Pinnacle Lane;

Thence continuing along the said northerly right-of-way line of Bethany Road and along the westerly right-of-way line of Pinnacle Lane North 01 degree 18 minutes 34 seconds East, 2.00 feet to a point, being the southeast corner of Open Space "A" of Hudson Hills Section 2;

Thence along the said westerly right-of-way line of the of Pinnacle Lane and the easterly boundary line of Open Space "A" North 01 degree 18 minutes 34 seconds East, 220.41 feet to a concrete monument;

Thence continuing along the said westerly right-of-way line of Pinnacle Lane and the easterly boundary line of Open Space "A" North 29 degrees 31 minutes 34 seconds East, 105.66 feet to a concrete monument;

Thence continuing along the said westerly right-of-way line of Pinnacle Lane and the easterly boundary line of Open Space "A" North 66 degrees 35 minutes 50 seconds East, 179.34 feet to a point;

Thence leaving the said westerly right-of-way line of Pinnacle Lane South 23 degrees 24 minutes 10 seconds East, 18.20 feet to a point on the centerline of Pinnacle Lane;

Thence along the said centerline of Pinnacle Lane South 66 degrees 35 minutes 50 seconds West, 92.40 feet to a point;

Thence continuing along the said centerline of Pinnacle Lane with a curve to the left with a central angle of 65 degrees 17 minutes 16 seconds, a radius of 206.80 feet, an arc length of 235.65 feet to a point;

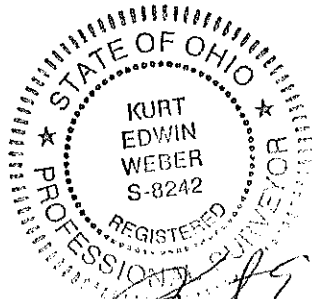
Thence continuing along the said centerline of Pinnacle Lane South 01 degree 18 minutes 34 seconds West, 147.34 feet to a point on the northerly right-of-way line of Bethany Road, being the **TRUE POINT OF BEGINNING** of this description containing 0.232 acres, more or less, as Parcel 2 of the vacation of Pinnacle Lane, being the western half of Pinnacle Lane adjacent to Open Space "A" of Hudson Hills Section 2 (Parcel ID number 11-02-448-049).

The bearings for this description are based on the Crooked Tree Meadows Section One Record Plat as recorded in Plat Book 68, Pages 84-86 in the Warren County Recorder's Office.

This legal description was prepared based on the Crooked Tree Meadows Section One Record Plat as recorded in Plat Book 68, Pages 84-86 in the Warren County Recorder's Office and is not based on a field survey. This legal description was completed under the direction and supervision of Kurt E. Weber (Ohio

Exhibit "B"

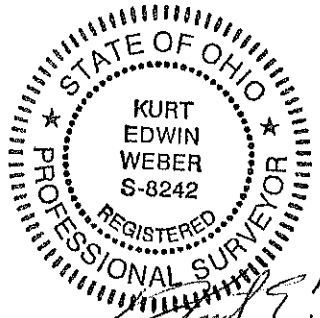
Registered Survey No. 8242) of the Warren County Engineer's Office, 210 W Main Street, Lebanon, Ohio, 45036.



Kurt E. Weber

11/5/2018

EXHIBIT "C"
 VACATING A PORTION OF
 PINNACLE LANE
 SECTION 2, TOWN 3, RANGE 3
 DEERFIELD TOWNSHIP
 WARREN COUNTY, OHIO

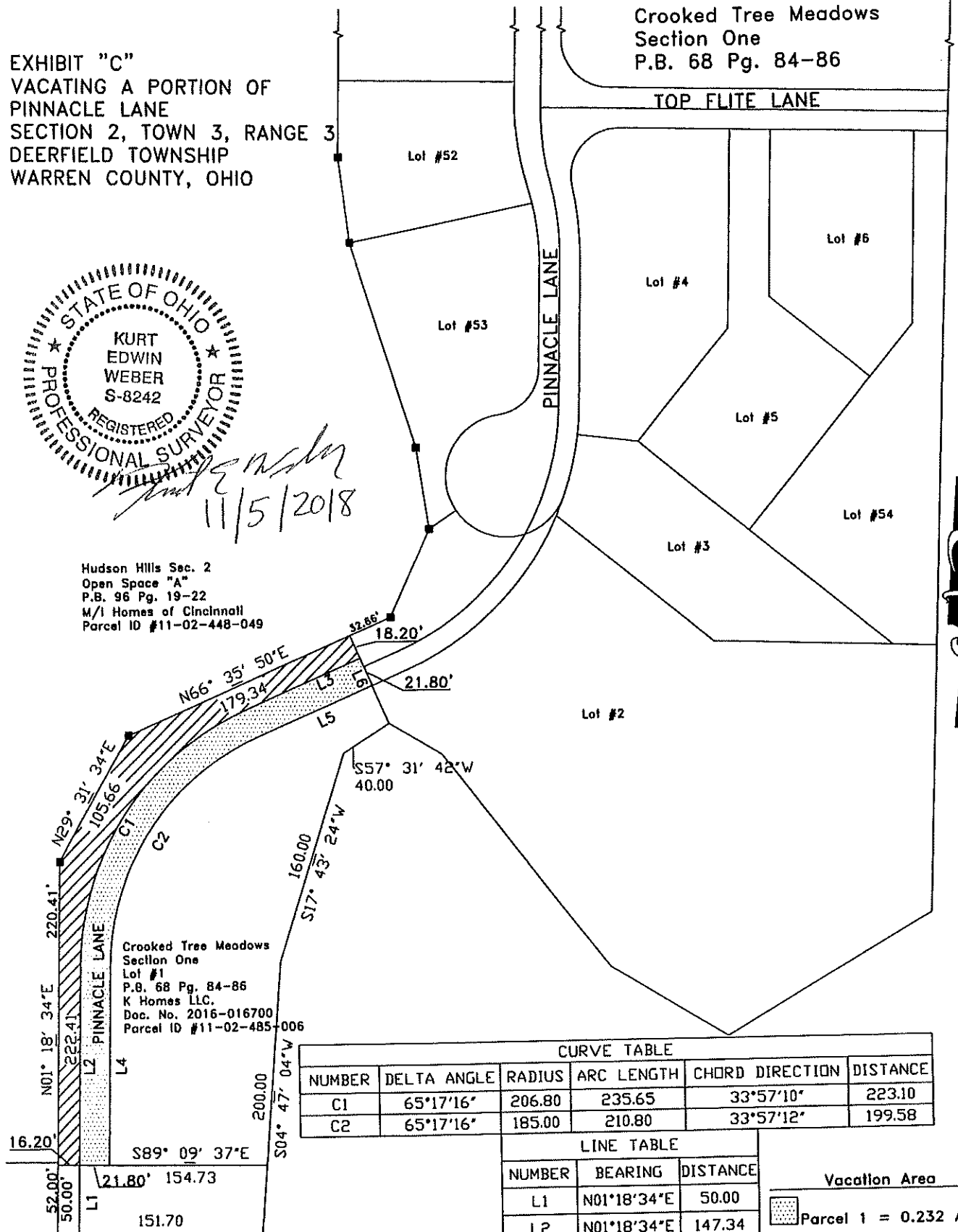


Kurt Edwin Weber
 11/5/2018

Hudson Hills Sec. 2
 Open Space "A"
 P.B. 96 Pg. 19-22
 M/I Homes of Cincinnati
 Parcel ID #11-02-448-049

Crooked Tree Meadows
 Section One
 Lot #1
 P.B. 68 Pg. 84-86
 K Homes LLC.
 Doc. No. 2016-016700
 Parcel ID #11-02-485-006

Crooked Tree Meadows
 Section One
 P.B. 68 Pg. 84-86



CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	DISTANCE
C1	65°17'16"	206.80	235.65	33°57'10"	223.10
C2	65°17'16"	185.00	210.80	33°57'12"	199.58

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N01°18'34"E	50.00
L2	N01°18'34"E	147.34
L3	N66°35'50"E	92.40
L4	N01°18'34"E	147.15
L5	N66°35'50"E	92.39
L6	N23°24'10"W	70.33

Legend
 ■ = Concrete Monument

Vacation Area
 [Dotted Box] Parcel 1 = 0.232 Acres
 [Hatched Box] Parcel 2 = 0.232 Acres

SCALE: 1"=100'

Exhibit D



Cadastral Lines	Corporate Line	Parcel Line	Hickore
all other values	County Line	POW Unknown Width Line	Subdivision Ld Line
Line Type	Farm lot Line	Road ROW	Township and Range Line
Audits Tract Line	Crosspass Line	School Line	Tract Line
Civil Township Line	Subdivision Limit Line	Section Line	VMS Line
			Vacated Road Line

1 inch = 40 feet

Warren County Pump Station

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.