

Resolution

Number 17-1772

Adopted Date November 14, 2017

PROMOTE AMBERLEE APPLGATE TO THE POSITION OF EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, the Operations Manager and Director of Emergency Services has requested to promote Amberlee Applegate to Emergency Communications Operator; and

WHEREAS, it is the desire of the Board to promote Amberlee Applegate to said position; and


NOW THEREFORE BE IT RESOLVED, to promote Amberlee Applegate to Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective pay period beginning November 9, 2017, at starting rate of, \$17.24 per hour, subject to a 180 day probationary period.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
Amberlee Applegate's Personnel File
OMB – Sue Spencer

Resolution

Number 17-1773

Adopted Date November 14, 2017

PROMOTE TRAVIS CLARK FROM UNIT SUPPORT WORKER II TO THE POSITION OF SOCIAL SERVICES WORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, the director and supervisory staff have interviewed Mr. Clark and recommend the promotion of Mr. Clark to said position: and

NOW THEREFORE BE IT RESOLVED, to promote Travis Clark and to the position of Social Services Worker II, full-time permanent, non-exempt status (40 hours per week), Pay Range #7, \$15.67 per hour, under the Human Services Division Compensation Plan, effective pay period November 11, 2017 subject to the remaining probationary period ending July 31, 2018; and

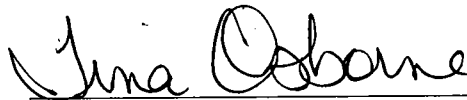
BE IT FURTHER RESOLVED, upon completing the initial 365 day probation period, from his date of hire, Mr. Clark will receive a three percent increase; and

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Human Services (file)
Travis Clark's Personnel File
OMB – Sue Spencer

Resolution

Number 17-1774

Adopted Date November 14, 2017

HIRE CHELSEA KURTZ AS AN UNIT SUPPORT WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Chelsea Kurtz, as an Unit Support Worker II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 2, \$12.43 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective December 4, 2017, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 17-1775

Adopted Date November 14, 2017

HIRE SARAH OWINGS AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

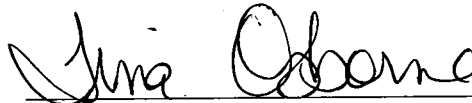
BE IT RESOLVED, to hire Sarah Owings as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #3, \$10.56 per hour, effective November 27, 2017, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
Sarah Owings' Personnel file
OMB-Sue Spencer

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

Resolution

Number 17-1776

Adopted Date November 14, 2017

HIRE JASON GREEN AS A PART-TIME MECHANIC II, WITHIN THE WARREN COUNTY GARAGE

BE IT RESOLVED, to hire Jason Green, within the Warren County Garage, classified, part-time permanent, non-exempt status (8-16 hours per week), Pay Range #16, \$16.92 per hour, effective December 1, 2017, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Garage (file)
Jason Green's Personnel file
OMB – Sue Spencer

Resolution

Number 17-1777

Adopted Date November 14, 2017

ACCEPT RESIGNATION OF NAKIA BEDGOOD, FOSTER CARE ADOPTION SUPERVISOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE NOVEMBER 24, 2017

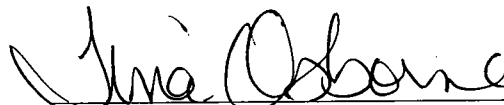
BE IT RESOLVED, to accept the resignation of Nakia Bedgood, Foster Care Adoption Supervisor, within the Warren County Department of Job and Family Services, Children Services Division, effective November 24, 2017.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 17-1778

Adopted Date November 14, 2017

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Protective Services Supervisor" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning November 15, 2017.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 17-1779

Adopted Date November 14, 2017

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

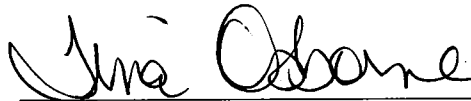
BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED] on behalf of Ohio Department of Job & Family Services Children Services Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

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

Resolution

Number 17-1780

Adopted Date November 14, 2017

AUTHORIZE PUBLICATION OF A NOTICE OF PUBLIC REVIEW FOR ADVERTISEMENT FOR THE FY17 DEERFIELD TWP – RICH ROAD/DAVIS ROAD/PRIMROSE DRIVE ENGINEERING CDBG PROJECT

WHEREAS, The Warren County Office of Grants Administration is seeking proposals for engineering services for the FY17 Rich Road/Davis Road/Primrose Drive Engineering Community Development Block Grant Project;

NOW THEREFORE BE IT RESOLVED, to authorize and direct the Clerk to publish an advertisement in Today's Pulse newspaper regarding request for proposals for the FY17 Rich Road/Davis Road/Primrose Drive Engineering Community Development Block Grant Project.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)
OMB

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

Resolution

Number 17-1781

Adopted Date November 14, 2017

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CROP RENTAL AGREEMENT WITH JEFF WEAVER

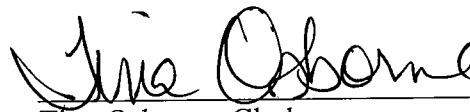
BE IT RESOLVED, to approve and authorize the President of the Board to enter into Crop Rental Agreement with Jeff Weaver relative to Parcel Numbers 08-13-400-035 and 08-13-400-036 in Turtlecreek Township; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS

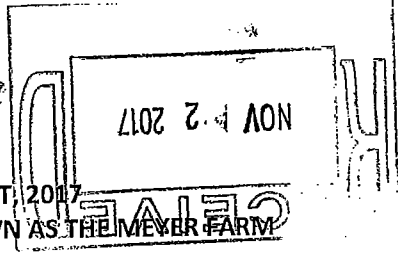


Tina Osborne, Clerk

/to

cc: C/A—Jeff Weaver
Bruce McGary
Airport Authority (file)
Tiffany Zindel

CROP RENTAL AGREEMENT, 2017
 OF PART OF LANDS KNOWN AS THE MEYER FARM



This Rental Agreement is made by and between the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Owner"), and **Jeff Weaver**, whose address is 1854 Hart Rd., Lebanon, OH 45036 (hereinafter "Tenant Farmer").

I. SUBJECT PROPERTY:

Owner rents to Tenant Farmer, and Tenant Farmer rents from Owner, upon the terms and conditions set forth in this Rental Agreement, *a part of* the real estate situated in Turtle Creek Township, Warren County, Ohio formerly described as 45 acres and identified as Parcel No. 08-13-400-036 & Auditor Acct. No. 5308062, but is now identified as follows and illustrated in Attachment "A" due to certain new surveys and off-conveyances:

<u>Acreage</u>	<u>Parcel No.</u>	<u>Auditor's Acct. No.</u>
13.445	08-13-400-035	5332478
27.0091	08-13-400-036	5308062

all located at **1360 Mabrey Road, Lebanon, Ohio 45036**. Tenant Farmer acknowledges that the two off-conveyance identified as follows and illustrated in Attachment "B" are not owned by Owner and are not a part of this agreement:

<u>Acreage</u>	<u>Parcel No.</u>	<u>Auditor's Acct. No.</u>
2.3154	08-13-400-032	5332475
2.2305	08-13-400-033	5332476

Unless otherwise provided herein, the only lands to be farmed consists of 25.5 acres of the aforementioned 27.0091 acre parcel.

II. TERM:

This Rental Agreement is for a term of one (1) year beginning on April 1, 2017 and ending on November 1, 2017. This term shall not be renewed or extended, nor shall the Tenant Farmer hold over, without the parties entering into a new Rental Agreement.

III. RENT:

Tenant Farmer, without prior demand and without deduction or setoff whatsoever, shall

pay an annual rental payment hereinafter set forth. Said obligation to pay the rent shall survive the termination of this Rental Agreement. For and during the term of this Rental Agreement, Tenant Farmer shall pay a rate of NINETY DOLLARS (\$90.00) per acre for **25.5 acres** farmed for a total annual rent in the amount of **TWO THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$2,295.00)**, in the form of cash, money order, bank certified or cashier's check, on the **1st day of November, 2017**. If rent is not received by Owner within thirty (30) days of the due date, a late charge of ten percent (10%) of the past due amount shall be added to the rental payment every thirty (30) days until paid in full. This obligation to pay rent, however, shall survive any election of default or eviction and the rent due shall remain due and owing even in the event of forfeiture of crops.

IV. LAND USE AND RESTRICTIONS ON USE OF PROPERTY:

Tenant Farmer shall use the Property only for agricultural purposes limited to the planting, cultivating and harvesting of row crops. Tenant Farmer agrees to furnish all his own materials (including but not limited to fertilizers, herbicides, insecticides, pesticides and seed), tools, equipment and machinery for the farming operations and to keep any buildings, fences, and other improvements in as good repair as they now are except for ordinary wear, loss by fire and other casualty.

Tenant Farmer agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment.

Tenant Farmer shall not identify the Subject Property for purposes of, nor shall Tenant Farmer allow any lender, vendor, supplier or materialmen to cause an artisan, crop, materialmen or mechanic's lien to be filed of public record.

Tenant Farmer shall not be entitled to use any buildings located on the farm located at 1316 Mabrey Road. Nor shall Tenant Farmer use the farm located at 1316 Mabrey Road or even the tillable land subject of this agreement for storage of any equipment, materials, supplies or any other items for longer than the minimum period of time reasonably necessary for purposes of planting, cultivating or harvesting crops.

V. INSURANCE AND LIABILITY:

Tenant Farmer shall maintain general liability insurance suitable and customary for farming operations for personal injury, death and property damage, and adequate workers' compensation and unemployment insurance in compliance with the laws, statutes, and regulations of the State of Ohio. Tenant Farmer will provide Owner with certificates of all such insurance at the time of execution of this Rental Agreement. Any personal property kept on the Property by Tenant Farmer shall be at Tenant Farmer's

sole risk and it shall be Tenant Farmer's responsibility to insure such personal property. Owner shall maintain casualty insurance on the structures in such amount as Owner deems adequate, however, such insurance shall not provide coverage to any farm equipment or other personal property kept therein.

VI. TAXES:

During the term of this Rental Agreement, Owner shall pay all real estate taxes and assessments on the Property, if any. Owner shall be solely responsible for filing the annual CAUV application, but Tenant Farmer shall cooperate with Owner in providing information, supporting documentation and affidavits, if requested by the County Auditor.

VII. INDEMNIFICATION:

Tenant Farmer shall indemnify, defend and save Owner harmless against any and all judgments, orders, claims, liabilities, losses, damages, insurance deductibles, costs to remove liens and other costs and expenses (including court costs, experts and attorneys fees) made against, imposed upon or incurred by Owner and which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Tenant Farmer, his invitees, employees, agents, contractors, lenders, vendors, suppliers, materialmen, or the breach of any of Tenant Farmer's obligations under this Rental Agreement.

VIII. RESERVATION OF RIGHT OF ENTRY:

Owner and its agents reserve the right to enter upon the Property to inspect the same, to make improvements, to make abatements of the terms of this Rental Agreement, and for any and all other lawful purposes.

IX. TERMINATION FOR CAUSE:

Either party to this Rental Agreement may terminate the Agreement for cause.

X. DEFAULT:

It is agreed that any violation of this Rental Agreement by either party shall, after thirty (30) days written notice (during which the default may be cured), be just cause for immediately terminating this Rental Agreement and for immediately yielding possession of the Subject Property to Owner. Such termination shall be in addition to any other remedies that may be available at law or in equity.

XI. YIELDING POSSESSION AT END OF RENTAL AGREEMENT:

At the expiration of this Rental Agreement, Tenant Farmer will yield possession of the Subject Property to Owner without further notice, and in as good order and condition as when the same was entered upon by Tenant Farmer, loss by fire, other casualty, and ordinary wear and tear excepted.

XII. ASSIGNMENT AND SUBLEASING:

Tenant Farmer shall not assign this Rental Agreement or sublet the Subject Property in whole or in part without Owner's prior written consent. Subject to this limitation, this Rental Agreement shall be binding upon and inure to the benefit of Owner and Tenant Farmer and their respective heirs, personal representatives, successors and assigns.

XIII. RELATIONSHIP:

This Rental Agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other. The parties agree that Tenant Farmer is an independent contractor and not an employee of Owner and all work performed pursuant to this Rental Agreement will be performed according to his own methods and practices and shall not be subject to Owner's control in any manner.

Nothing in this agreement shall be construed to require Owner to pay compensation to Tenant Farmer of any third party for any investment, labor or cash outlay.

XIV. NOTICES:

All notices required or permitted pursuant to the terms herein, shall be given by certified mail, return receipt requested, to the parties at the address set forth above unless such party gives written notice to the other party of a different address to which to direct such notice.

XV. MISCELLANEOUS:

This Rental Agreement sets forth the entire agreement of the parties and supersedes any prior understandings. This Rental Agreement may be modified only by written agreement of both parties. No waiver of any provision of this Rental Agreement shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Rental Agreement shall be severable and the invalidity of one provision shall not affect any others. Any dispute arising out of or relating to this Rental Agreement shall be governed by the laws of the State of Ohio and the parties stipulate to venue being Warren County. This agreement shall not be recorded of public record.

XVI. EXECUTION:

IN WITNESS WHEREOF, Jeff Weaver, the Tenant Farmer herein, has hereunto set his hand, on the date stated below.

TENANT FARMER:

Linda L. Mercer
Signature of Witness
Linda L. Mercer.
Print Name of Witness

SIGNATURE: Jeff Weaver
NAME: Jeff Weaver
DATE: 8-02-17

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Rental Agreement to be executed by Tom Grossmann, its President, on the date stated below, pursuant to the authority of Resolution No. 17-1781 adopted on the 14th day of Nov., 2017.

OWNER:

SIGNATURE: Tom Grossmann
NAME: Tom Grossmann
TITLE: President
DATE: 11/14/17

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Bruce A. McGary

By: Bruce A. McGary, Assistant Prosecutor
Date: 11/2/17

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

Resolution

Number 17-1782

Adopted Date November 14, 2017

AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR JENNIFER M. OSBORNE

WHEREAS, Jennifer M. Osborne received a Deferred Loan for the purchase of property through the FY 2006 CHIP Habitat for Humanity allocation for the purpose of purchasing the property at 728 Christian Lane, Lebanon, Ohio 45036; and

WHEREAS, Jennifer Osborne has paid the loan in full to satisfy this mortgage; and

NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of this Board to sign this Satisfaction of Mortgage on the property at 728 Christian Lane, Lebanon, Ohio 45036.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp\

cc: c/a – Jennifer M. Osborne
OGA (file)

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the **Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 16th day of August, 2007, recorded on the 17th day of August, 2007, in Record of Mortgages, Vol. 4522 Pages 483-486, in the Office of the Recorder of Warren County, Ohio, executed by **Jennifer M. Osborne**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 728 Christian Lane, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **paid and fully satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners, by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 14th day of November, 2017, A.D.

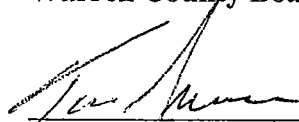
Signed and Acknowledged
In the Presence of



Signature of Witness

Laura Lander
Printed Name of Witness

Warren County Board of Commissioners



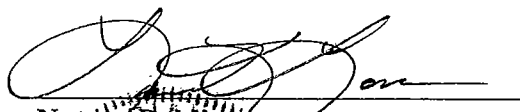
Tom Grossmann, President

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 14th day of November, 2017, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

This instrument prepared by Warren County, Ohio.



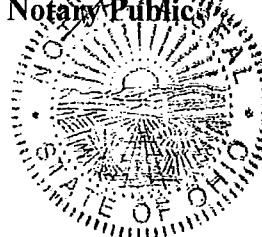
Notary Public

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

EXHIBIT "A"
Legal Description
Warren County

Sidwell No. 13-35-252-026

Situated in the City of Lebanon, County of Warren, and State of Ohio, Section 35, Town 5, Range 3 and being Lot # 5836, Section 4 of Harmon Woods Subdivision, as recorded in Plat Book 66, page 76 of the plat records in Warren County Recorder's Office, Warren County, Ohio.

Prior Instrument Reference: Volume 4522, page 483 of the Official Records of Warren County, Ohio

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

Resolution

Number 17-1783

Adopted Date November 14, 2017

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A GRANT AWARD AND ACCEPTANCE FORM FOR VOCA FUNDS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to sign a grant award and acceptance form for 2017 VOCA Funding, Grant Period October 1, 2017 through September 30, 2018, award number 2018-VOCA-109310370, from the Crime Victims Section of the Ohio Attorney General's Office, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof; and

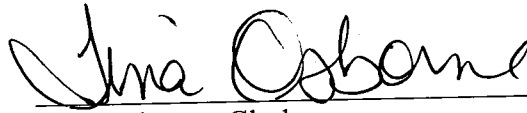
BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Attorney General, the Warren County Board of Commissioners has no further obligation to fund this program.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: Juvenile Court (file)
OGA

VP

VOCA and SVAA Grant Award and Acceptance Form

Grant Period 10/1/2017 – 9/30/2018

Organization: Warren County Juvenile Court
Applicant Name: Malia Mumma
Street Address 1: 570 Justice Drive
Street Address 2:
City, State, ZIP: Lebanon, Ohio 45036

Phone: (513) 695-1356x

Funding Stream: 2017VOCA

County: Warren

VOCA CFDA Number: 16.575

Award Number: 2018-VOCA-109310370
VOCA Award: \$27,819.86
SVAA Award: \$0.00

Awarded Costs

Cost	Total	Grant Dollars	Cash Match	In-Kind Match	VOCA/SVAA
Mumma	\$23,053.06	\$18,442.45	\$4,610.61	\$0.00	VOCA
Training costs	\$2,000.00	\$1,600.00	\$400.00	\$0.00	VOCA
Computer and Software	\$1,200.00	\$960.00	\$240.00	\$0.00	VOCA
Harper	\$8,521.76	\$6,817.41	\$1,704.35	\$0.00	VOCA

This grant is subject to all rules, regulations, and criteria included in the grant application and special conditions attached hereto.

Mike DeWine, Ohio Attorney General
Crime Victims Section
30 E. Broad St., Fl. 23
Columbus, OH 43215


Signature of Approving Official



D. Michael Sheline
Assistant Section Chief

The undersigned, having received the statement of grant award/acceptance and the conditions attached thereto, does hereby accept this grant and agrees to the conditions pertaining thereto, this 14 Day of November, 2017

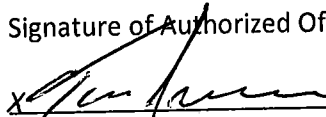
Signature of Authorized Official



Title:

10/19/17
Judge

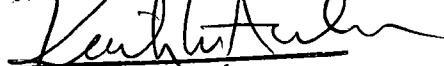
Signature of Authorized Official



Title:

President

APPROVED AS TO FORM



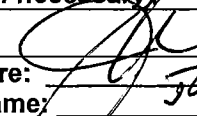
Keith W. Anderson
Asst. Prosecuting Attorney

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

SPECIAL CONDITION #9

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subrecipient</p> <p align="center">Tier _____, if known:</p> <p align="center">Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subrecipient, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p align="center">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s))</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p align="center"><i>SF-LLL-A, if necessary</i></p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other: specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11:</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: <u>Joseph Kirby</u></p> <p>Title: <u>Judge</u></p> <p>Telephone No.: <u>513-645-2686</u></p> <p>Date: <u>10-19-17</u></p>	
<p>Federal Use Only</p>		
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

INFORMATION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subrecipient or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subrecipient, e.g. the first subrecipient of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subrecipient", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award of loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SPECIAL CONDITION #16
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OHIO ATTORNEY GENERAL'S OFFICE

INSTRUCTIONS: Complete the identifying information. Have your Authorized Official sign at the bottom of pages 1, 2, 3, and 4, and forward a copy to the person you identified as the person responsible for reporting civil rights findings. Check the one certification that applies to your agency and return the original to the Ohio Attorney General's Office, Crime Victim Section, 30 E. Broad St. Fl. 23, Columbus, OH 43215

Grant # 2018 – VOCA - 109310370
Subgrantee Name (Funded Entity): Warren County Juvenile Court
Address: 900 Memorial Drive Lebanon OH 45036
Duration: Beginning Date: October 1, 2017 End Date: Sept. 30, 2018 Award: \$27,819.86
Project Director's Name & Phone #: Malia Mumma, 513-695-1356

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

REQUIREMENTS OF SUBGRANT RECIPIENTS: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Ohio Attorney General's Office within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination: (Name, Address and Phone) Susan Spencer, Personnel Officer 406 Justice Drive Lebanon OH 45036 513-695-1747

- I. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEO) CERTIFICATIONS:** Check the box before ONLY THE ONE APPROPRIATE CERTIFICATION (A, B, C1 or C2 below) that applies to this subgrantee agency during the period of the grant duration noted above.
- CERTIFICATION "A" (NO EEO IS REQUIRED IF (1), (2), or (3) below apply:)** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity. (More than one may apply.)

This funded entity has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period, and

_____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or

_____ (2) has less than 50 employees; and/or

_____ (3) was awarded through this grant from the Ohio Attorney General's Office less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301 et seq.

SPECIAL CONDITION #16

**CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS (Continued)**

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: (Continued)

X CERTIFICATION "B" (EEOP MUST BE ON FILE)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds. Also, it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Ohio Attorney General's Office or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

□ CERTIFICATION "C1" (EEOP MUST BE SUBMITTED)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs more than \$500,000 in federal U.S. Department of Justice funds; but it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form that will include a section specifically analyzing the subgrantee (implementing) agency.

□ CERTIFICATION "C2" (EEOP MUST BE SUBMITTED)

This funded entity, having 50 or more employees, has been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice, including this subgrant from the Ohio Attorney General's Office, over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, with 45 days of the award, an EEOP or an EEOP Short Form that will include a section specifically analyzing the subgrantee (implementing) agency. Please submit an EEOP applicable to this time period to the Ohio Attorney General's Office, Crime Victim Section, 30 E. Broad St., Fl. 23, Columbus, OH 43215

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature

(Date)

(Typed Name)

(Title)

CERTIFICATION FORM

Recipient Name and Address: Warren County Juvenile Court,

Grant Title: 2018-VOCA-109310370 Grant Number: 16.575 Award Amount: \$27819.86

Contact Person Name and Title: Malia Mumma, Director, CASA Program Phone Number: (513) 695-1356

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Ohio Attorney General's Office (OAG) to prepare, maintain on file, submit to OAG for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-3.08. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP; but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or OAG grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Ohio Attorney General's Office, Crime Victim Section, 30 E. Broad St., Fl. 23, Columbus, OH 43215. For assistance in completing this form, please call (614) 466-4358

Section A – Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- Recipient has less than 50 employees,
- Recipient is a non-profit organization,
- Recipient is a medical institution,

- Recipient is an Indian Tribe,
- Recipient is an educational institution, or Recipient is receiving an award less than \$25,000

I, _____ (**responsible official**), certify that _____ (**recipient**) is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302.

I further certify that _____ (**recipient**) will comply with applicable Federal Civil Rights Laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title

Signature

Date

CERTIFICATION FORM CONTINUED

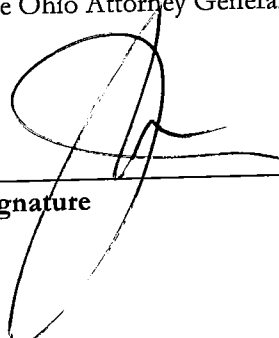
Section B – Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying that an EEOP is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or sub-award for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ (responsible official), certify that the _____ (recipient), which has 50 or more employees and is receiving a single award or sub-award for \$25,000 or more, but less than \$500,000 has formulated an EEOP in accordance with 28 C.F.R. § 42.301, *et seq.*, subpart E.

I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: _____ (organization), at _____ (address), for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Ohio Attorney General's Office, Crime Victim Section, as required by relevant laws and regulations.

Joseph W. Kirby, Judge
Print or Type Name and Title


Signature

10/19/17
Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

SPECIAL CONDITION #10

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joseph W. Kirby Judge

Name and Title of Authorized Representative

Signature

Date

Warren County Juvenile Court / Warren County CASA Program

Name of Organization
900 Memorial Drive
Lebanon OH 45036

Address of Organization

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

Resolution

Number 17-1784

Adopted Date November 14, 2017

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE AN ENGAGEMENT LETTER WITH HURST KELLY AND COMPANY, LLC RELATIVE TO THE ASSEMBLING OF THE COUNTY'S SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR END 2017

BE IT RESOLVED, to approve and authorize Tiffany Zindel, County Administrator, to execute an engagement letter with Hurst Kelly and Company, LLC; copy of said letter is attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A – Hurst Kelly and Company, LLC
Auditor (file)



HurstKelly
and Company, LLC

Certified Public Accountants

November 1, 2017

Ms. Diane Gray
Warren County Auditor's Office
406 Justice Drive
Lebanon, Ohio 45036

Dear Diane:

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will assist Warren County (the County) with assembling, from information provided by the County, the County's Comprehensive Annual Financial Report for the year ended December 31, 2017.

While not inclusive of all the services that we will provide in connection with assisting the County in assembling the Comprehensive Annual Financial Report for the year ended December 31, 2017, certain specific aspects of our services will include the following:

- We will assist the County in converting the County's cash-basis records into a GAAP-basis set of financial statements with formatting and disclosure as set forth by the GASB.
- We will assist the County in assembling supplementary information to meet the formatting and disclosure requirements of the GFOA relative to Comprehensive Annual Financial Reports.
- We will post journal entries provided by the County and/or as determined is necessary in connection with the assembly of the financial statements.
- We will assist the County with maintaining a set of trial balances supporting the amounts reported in the financial statements.
- We will assist the County with assembling the Management's Discussion and Analysis, footnotes to the financial statements and budgetary comparison schedules as required by GASB 34.
- All work papers, schedules and reports that we create, modify and/or prepare will be given to the County in electronic form.
- All of our work papers will be made available to the County's external auditing firm.
- We will assist the County in responding to auditor inquiries relative to the GAAP financial statements and the CAFR such as assisting with providing responses to the auditors in connection with the results of analytics and other fluctuation analysis inquiries.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. We will not *audit, review, compile, or prepare* the Comprehensive Annual Financial Report and therefore we will not express an opinion or any other form of assurance on the Comprehensive Annual Financial Report. Further, we will not issue any kind of report on the Comprehensive Annual Financial Report.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

The engagement to be performed is conducted on the basis that the County acknowledges and understands that management of the County has the following overall responsibilities that are fundamental to our undertaking the engagement:

- a. The selection of the accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the engagement.
- b. The prevention and detection of fraud.
- c. To ensure that the entity complies with the laws and regulations applicable to its activities.
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- e. To provide us with additional information that may be requested for the purpose of the engagement.

Additionally, the County is responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee these engagement services (and all other services that we provide). The County is also responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

By your signature below, you grant us permission to communicate directly with your external auditing firm and to provide them with access to our work papers.

Mark Hurst is the engagement partner for the limited services specified in this letter. His responsibilities include supervising Hurst, Kelly & Company LLC's services performed as part of this engagement.

Our fees for these services will be \$15,000.00. Payment for service is due when rendered and interim billings will be submitted as work progresses and expenses are incurred.

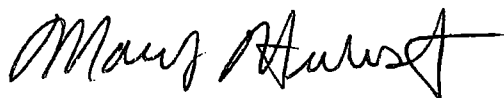
You understand and agree that our billings to you become delinquent if not paid within 30 days of the invoice date. You further understand and agree that if you fail to pay for services rendered or expenses incurred for this engagement, we either may discontinue performing services for you until all outstanding balances are paid or may withdraw from the engagement ten days after the mailing of written notice to you at the same address to which statements are sent.

It is our policy to keep records related to this engagement for 3 years. However, Hurst, Kelly & Company LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3 year period Hurst, Kelly & Company LLC shall be free to destroy our records related to this engagement.

If the foregoing is in accordance with your understanding, please sign the enclosed copy of this letter in the space provided and return it to us.

Sincerely,



Mark Hurst

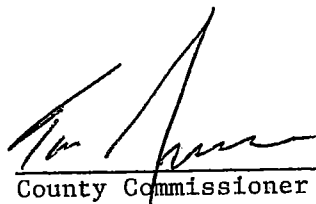
Acknowledged and agreed:



Auditor
Client Representative, Title

11-8-17

Date



County Commissioner


11/14/17

Date



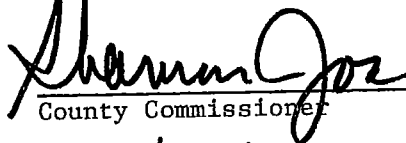
County Commissioner

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

Date



County Commissioner

11/14/17

Date

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

Resolution

Number 17-1785

Adopted Date November 14, 2017

APPROVE AND ENTER INTO A MANAGEMENT CONSULTING SERVICES CONTRACT WITH HURST KELLY AND COMPANY, LLC ON BEHALF OF THE WARREN COUNTY AUDITOR


BE IT RESOLVED, to approve and enter into a management consulting services contract with Hurst Kelly and Company, LLC on behalf of the Warren County Auditor; as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Hurst Kelly & Co., LLC
Auditor (file)



HurstKelly
and Company, LLC

Certified Public Accountants

November 1, 2017

Tiffany Zindel, County Administrator
Warren County
406 Justice Drive
Lebanon, Ohio 45036

Dear Tiffany:

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will assist Warren County (the County) with assembling, from information provided by the County, the County's Schedule of Expenditures of Federal Awards for the year ended December 31, 2017, for use by the County's external auditing firm. We will not *audit, review, compile* or *prepare* the Schedule of Expenditures of Federal Awards and therefore we will not express an opinion or any other form of assurance on the Schedule of Expenditures of Federal Awards. We also will not issue any kind of report on the Schedule of Expenditures of Federal Awards.

By your signature below, you grant us permission to communicate directly with your external auditing firm and to provide them with access to our work papers. You have confirmed to us that the Schedule of Expenditures of Federal Awards we are assisting the County with assembling is solely for use by your external auditing firm and management and is not intended for use by any other party for any other purpose. By your signature below you agree that the use of the Schedule of Expenditures of Federal Awards we are assisting with assembling is limited to your external auditing firm and those members of management with such knowledge and understanding and that the Schedule of Expenditures of Federal Awards is intended solely for the information and use of such management and is not intended to be and should not be used by any other party.

Mark Hurst is the engagement partner for the limited services specified in this letter. His responsibilities include supervising Hurst, Kelly & Company LLC's services performed as part of this engagement.

Our engagement cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or illegal acts that may exist. Management is solely responsible for the design and operation of the effective internal controls and for complying with all applicable laws and regulations. By your signature below, you understand that we have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You also acknowledge that the services provided do not constitute an arrangement to provide *audit, review, compilation, preparation, or attest* services.

Our fees for these services will be based on the actual time spent at our standard hourly rate of \$200.00 per hour, plus travel and other out-of-pocket costs. Payment for service is due when rendered and interim billings will be submitted as work progresses and expenses are incurred.

Based on our understanding of the the scope of our services and our experience with the prior year engagement, we estimate that our time for this engagement will be approximately 34 hours, resulting in a fee estimate of \$6,800. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the engagement.

You understand and agree that our billings to you become delinquent if not paid within 30 days of the invoice date. You further understand and agree that we may withdraw from the present engagement at any time for any reason at our sole discretion. In particular, you agree that if you fail to pay for services rendered or expenses incurred for this engagement, we either may discontinue performing services for you until all outstanding balances are paid or may withdraw from the engagement ten days after the mailing of written notice to you at the same address to which statements are sent. You recognize that any discontinuation of work by us could seriously harm your interests but nevertheless specifically give your consent to us to do so regardless of any filing or other deadlines you face. Additionally, the County may cancel the engagement at any time for any reason in its sole discretion. Hurst, Kelly & Company LLC will be paid for all services rendered to date of cancellation.

It is our policy to keep records related to this engagement for 3 years. However, Hurst, Kelly & Company LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3 year period Hurst, Kelly & Company LLC shall be free to destroy our records related to this engagement.

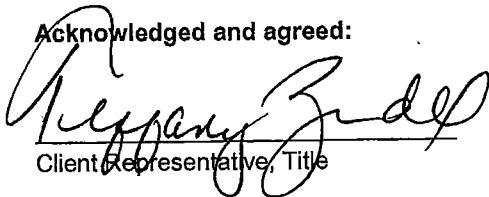
If the foregoing is in accordance with your understanding, please sign the enclosed copy of this letter in the space provided and return it to us.

Sincerely,



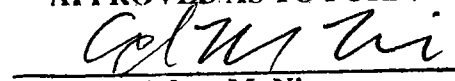
Mark Hurst

Acknowledged and agreed:


Client Representative, Title

11/17/17
Date

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 17-1786

Adopted Date November 14, 2017

APPROVE CHANGE ORDER #1 WITH FORD DEVELOPMENT CORPORATION FOR THE MIDDLEBORO ROAD BRIDGE #45-4.64 REHABILITATION PROJECT

WHEREAS, pursuant to Resolution #17-0174 adopted February 7, 2017 this Board entered into contract for the Middleboro Road Bridge #45-4.64 Rehabilitation Project; and

WHEREAS, additional work must be performed in the completion of said project; and

WHEREAS, pursuant to Section 5555.69 of the Ohio Revised Code, this Board of County Commissioners accepts the price to be paid for the new class of work; and

WHEREAS, Section 153.62 of the Ohio Revised Code allows the issuance of a change order for additional work; and

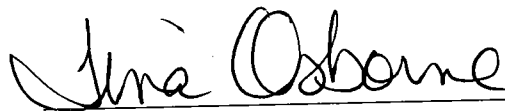
NOW THEREFORE BE IT RESOLVED, to approve change order #1 with Ford Development Corporation in the amount of \$8,910.65 resulting in an increase to purchase order #14169, which is for a portion of the work, and a new contract price of \$521,997.65 for said purchase order. The change order is attached hereto and made a part hereof.

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


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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
c/a – Ford Development Corporation
Engineer (file)



Warren County Engineer's Office

210 W Main Street
Lebanon, Ohio 45036
Phone: (513) 925-3301
Fax: (513) 695-7714

CHANGE ORDER

INVOICE NO: _____
DATE: November 6, 2017

Change Order Number 1

Project Name: Middleboro Road Bridge #45-4.64 Rehabilitation Project

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
511	3.18	CY	Class OC 2 Concrete. Superstructure. As Per Plan	\$800.00	\$2,546.80	
SPEC	1	LUMP	Concrete Core Drilling (Concrete Beam Removal)	\$4,005.80	\$4,005.80	
SPEC	1	LUMP	Approach Slab Removed	\$2,358.05	\$2,358.05	
Sums of the ADDITIONS and DELETIONS					\$8,910.65	

TOTAL FOR THIS CHANGE ORDER

\$8,910.65

Original contract price \$513,087.00

Current contract price adjusted by previous change orders \$ 513,087.00

The Contract price due to this change order will be increased / decreased (circle one).

The New contract price including this change order will be \$ 521,997.65

The contract time will be increased by 0 calendar days.

The date for completion of work will be November 30, 2017

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

[Signature] 11/6/17
Contractor's Signature Date

President
Title

Recommended By:
Neil F. Junison 11/7/17
Warren County Engineer Date

[Signature] 11/14/17
Warren County Commissioner Date

Roy L. Henson 11/7/17
Warren County Bridge Engineer Date

Warren County Commissioner Date

[Signature] 11/14/17
Warren County Commissioner Date

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

Resolution

Number 17-1787

Adopted Date November 14, 2017

APPROVE CHANGE ORDER #1 WITH W.E. SMITH CONSTRUCTION FOR THE PENCE JONES ROAD BRIDGE #238-0.14 REHABILITATION PROJECT

WHEREAS, pursuant to Resolution #17-0332 adopted March 7, 2017 this Board awarded bid and entered into contract for the Pence Jones Road Bridge #238-0.14 Rehabilitation Project; and

WHEREAS, additional work must be performed in the completion of said project; and

WHEREAS, pursuant to Section 5555.69 of the Ohio Revised Code, this Board of County Commissioners accepts the price to be paid for the additional work to be performed; and

WHEREAS, Section 153.62 of the Ohio Revised Code allows the issuance of a change order for additional work; and

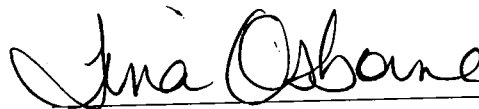
NOW THEREFORE BE IT RESOLVED, to approve change order #1 with W.E. Smith Construction in the amount of \$1,745.05 resulting in an increase to purchase order #19003, which is for a portion of the work, and a new contract price of \$137,872.55 for said purchase order. The change order is attached hereto and made a part hereof.

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


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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
c/a – W. E. Smith Construction
Engineer (file)



Warren County Engineer's Office

210 W. Main Street
Lebanon, Ohio 45036
Phone: (513) 695-3301
Fax: (513) 695-7714

CHANGE ORDER

INVOICE NO: 1
DATE: October 16, 2017

Change Order Number 1
Project Name: Pence-Jones Road Bridge #238-0.14 Rehabilitation Project

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
301	4.52	TN	Asphalt Concrete Base, PG 64-22	\$165.00	\$745.05	
SPEC	1	LUMP	Driveway Modificactions	\$1,000.00	\$1,000.00	
			Sums of the ADDITIONS and DELETIONS		\$ 1,745.05	

TOTAL FOR THIS CHANGE ORDER

\$1,745.05

Original contract price \$136,127.50.
 Current contract price adjusted by previous change orders \$ 136,127.50.
 The Contract price due to this change order will be increased/decreased (circle one).
 The New contract price including this change order will be \$ 137,872.55.
 The contract time will be increased by 0 calendar days.
 The date for completion of work will be October 31, 2017.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

[Signature]
Contractor's Signature Date

President
Title

Recommended By:
Neil F. Tunison 11/14/17
Warren County Engineer Date

[Signature] 11/14/17
Warren County Commissioner Date

[Signature] 11-6-17
Assistant Warren County Engineer Date

Warren County Commissioner Date

[Signature] 11/14/17
Warren County Commissioner Date

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

Resolution

Number 17-1788

Adopted Date November 14, 2017

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made part hereof:

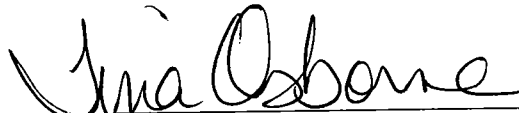
ONLC Training Centers
505 Carr Road, Suite 100
Wilmington, DE 19809

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/mbf

cc: c/a – OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and ONLC Training Centers, 505 Carr Road, Suite 100, Wilmington, Delaware 19809, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2018. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.


General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

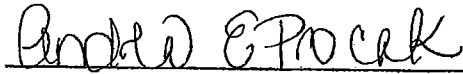
Warren County Board of Commissioners



David G. Young, President
Tom Grossmann

11/14/17
Date

Contractor



Authorized Contractor Signature

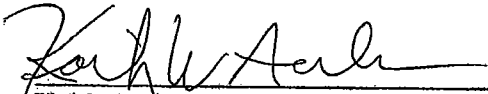
11-6-2017
Date

Andrea E Proca

Typed Name of Authorized Contractor

11-6-2017
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

11-8-17
Date

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

Resolution

Number 17-1789

Adopted Date November 14, 2017

ACKNOWLEDGE RECEIPT OF OCTOBER 2017 FINANCIAL STATEMENT

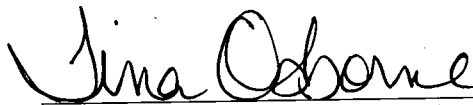
BE IT RESOLVED, to acknowledge receipt of the October 2017, County Financial Statement for Funds #101 through #650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) YH
E. Hartmann

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS OUT	TREASURER'S BAL.
101 GENERAL FUND	38,985,282.30	5,369,004.38	1,353.57CR	4,712,520.56	1,775.00CR	30,000.00CR	39,466,307.55	211,652.98	39,617,960.53
201 SENIOR CITIZENS SERVICE LEVY	9,535,576.78	462.00	.00	635,080.00	.00	.00	8,900,959.58	.00	8,900,959.58
202 MOTOR VEHICLE	3,870,953.38	735,731.90	.00	513,416.81	251.00CR	.00	4,093,519.47	167,871.56	4,261,391.03
203 HUMAN SERVICES	816,477.41	320,342.02	.00	434,747.76	.00	.00	702,572.67	144,508.49	847,081.16
205 BOARD OF DEVELOPMENTAL DISABIL	48,821,475.82	403,688.87	762.00	2,096,433.54	480.00CR	.00	47,129,973.15	580,846.89	47,710,820.04
206 DOG AND KENNEL	179,254.27	6,637.22	.00	24,219.36	.00	.00	161,672.13	3,427.11	165,099.24
207 LAW LIBRARY RESOURCES FUND	403,508.84	39,152.48	.00	45,427.95	.00	.00	397,233.36	7,973.56	405,206.92
208 COUNTY AND TRANSIT AUTH MEDICA	.00	.00	.00	.00	.00	.00	.00	.00	.00
215 VETERAN'S MEMORIAL	3,705.67	.00	.00	.00	.00	.00	3,705.67	.00	3,705.67
216 RECORDER TECHNOLOGY FUND-317.3	133,645.91	10,340.75	764.50	1,314.49	.00	.00	143,436.67	.00	143,436.67
217 ODE TECHNOLOGY FUND 3501.17	1,570,691.24	.00	.00	.00	.00	.00	1,570,691.24	.00	1,570,691.24
218 COORDINATED CARE	546,785.72	102,130.37	762.00CR	27,117.80	.00	.00	621,036.29	2,752.50	623,788.79
219 WIRELESS 911 GOVERNMENT ASSIST	92,526.39	22,489.12	.00	12,539.14	.00	.00	102,416.37	.00	102,416.37
220 CP INDIGENT DRIVER INTERLOCK &	1,750.33	87.41	.00	.00	.00	.00	1,837.74	.00	1,837.74
221 CC/MC INDIGENT DRIVER INTERLOC	75,302.78	539.02	.00	.00	.00	.00	75,841.80	.00	75,841.80
222 JUV INDIGENT DRIVER INTERLOCK	.00	.00	.00	.00	.00	.00	922.14	.00	922.14
223 PROBATE/JUVENILE SPECIAL PROJE	265,381.45	4,004.00	.00	.00	.00	.00	269,385.45	.00	269,385.45
224 COMMON PLEAS SPECIAL PROJECTS	255,769.74	8,508.19	.00	6,500.00	.00	.00	257,777.93	3,000.00	260,777.93
227 PROBATION SUPERVISION URG 2951	437,246.42	7,254.04	.00	165.00	.00	.00	439,335.46	165.00	439,500.46
228 MENTAL HEALTH GRANT	58,772.67	.00	.00	4,516.60	.00	.00	54,256.07	.00	54,256.07
229 MUNICIPAL MOTOR VEHICLE PERMIS	1,001,770.07	41,679.21	.00	.00	.00	.00	1,043,449.28	.00	1,043,449.28
231 LODGING-TAX-ADDL-12	.00	80,398.94	13,560.16	.00	.00	.00	93,959.10	.00	93,959.10
233 DOMESTIC SHELTER	7,763.00	4,166.00	.00	.00	.00	.00	11,929.00	.00	11,929.00
237 REAL ESTATE ASSESSMENT	6,653,088.63	36.50	.00	47,163.59	.00	.00	6,605,961.54	.00	6,605,961.54
238 WORKFORCE INVESTMENT BOARD	12,390.60	15,120.84	.00	20,639.85	.00	.00	6,871.59	5,981.77	12,853.58
243 JUVENILE GRANTS	321,215.75	8,110.84	.00	6,912.35	.00	.00	322,414.24	1,824.10	324,238.34
245 CRIME VICTIM GRANT FUND	11,170.70	13,338.61	.00	7,444.11	.00	.00	17,065.20	.00	17,065.20
246 JUVENILE INDIGENT DRIVER ALCOH	15,728.99	96.00	.00	195.00	.00	.00	15,629.99	.00	15,629.99
247 FELONY DELINQUENT CARE & CUSTO	731,352.46	.00	.00	66,260.13	.00	.00	665,092.35	10,235.30	675,327.65
249 DTAC-DELINQ TAX & ASSESS COLLE	645,200.47	.00	.00	24,928.26	.00	.00	620,272.21	4,212.95	624,485.16
250 CERT OF TITLE ADM. FUND	2,453,814.22	172,712.59	.00	90,748.39	.00	.00	2,535,778.42	2,522.81	2,538,301.23
252 MC TECHNOLOGY CRIMES UNIT	299.91	.00	.00	.00	.00	.00	299.91	.00	299.91
253 COUNTY COURT PROBATION DEPT	8,482.45	.00	.00	6,613.92	.00	.00	1,868.73	.00	1,868.73
255 MUNICIPAL VICTIM WITNESS FUND	65,196.70	.00	.00	4,114.52	.00	.00	61,082.18	.00	61,082.18
256 WARREN COUNTY SOLID WASTE DIST	1,361,539.14	14,093.00	.00	19,949.30	.00	.00	1,355,682.84	495.12	1,356,177.96
257 OHIO PEACE OFFICER TRAINING	55,504.00	.00	.00	.00	.00	.00	55,504.00	.00	55,504.00
258 WORKFORCE INVESTMENT ACT FUND	84,124.03	10,000.00	.00	28,166.11	.00	.00	65,957.92	683.37	66,641.29
259 JTPA	1,675.19	.00	.00	.00	.00	.00	1,675.19	.00	1,675.19
260 OHIO WORKS INCENTIVE PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00	.00
261 PASS-THROUGH GRANTS	.00	.00	.00	.00	.00	.00	.00	.00	.00
262 COMMUNITY CORRECTIONS MONITRI	152,615.78	31,928.10	3,759.00CR	30,512.75	.00	.00	150,272.05	768.00	151,040.05
263 CHLD SUPPORT ENFORCEMENT	726,823.53	122,755.90	.00	248,394.90	.00	.00	601,184.53	1,937.70	603,122.23
264 EMERGENCY-MANAGEMENT-AGENCY	151,137.07	1,883.36	.00	16,108.99	.00	.00	136,911.44	211.97	137,123.41
265 COMMUNITY DEVELOPMENT	382,266.74	60,050.00	.00	22,303.27	.00	.00	399,953.47	10,766.70	350,720.17
266 COMM DEV-ENT ZONE MONITOR FEES	98,063.00	.00	.00	.00	.00	.00	98,063.00	.00	98,063.00
267 LBED FOUNDATION GRANT	.00	16,340.05	.00	.00	.00	.00	16,340.05	.00	16,340.05
268 INDIGENT GUARDIANSHIP FUND	168,709.96	1,750.00	.00	.00	.00	.00	170,459.96	.00	170,459.96
269 CC INDIGENT DRIVER ALCOHOL TRE	314,704.18	12,149.63	.00	.00	.00	.00	326,853.81	.00	326,853.81
270 JUVENILE TREATMENT CENTER	394,787.50	250,294.89	.00	85,684.22	.00	.00	567,398.17	54.67	567,452.84
271 DTAC-PROSECUTOR DRC 321.261	377,357.00	.00	.00	21,517.69	.00	.00	355,840.11	.00	355,840.11
272 CP INDIGENT DRIVER ALCOHOL TRE	.00	.00	.00	.00	.00	.00	.00	.00	.00
273 CHILDREN SERVICES	2,870,339.29	467,081.72	.00	708,704.28	250.00CR	.00	2,636,966.73	73,747.21	2,710,713.94
274 COUNTY COURT COMPUTER DRC 1907	43,121.30	2,275.00	.00	.00	.00	.00	45,396.30	.00	45,396.30
275 COUNTY COURT CLERK COMPUTER DR	56,631.92	3,364.00	.00	.00	.00	.00	59,995.92	.00	59,995.92

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FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS OUT	TREASURER'S BAL.
276 PRODATE COURT COMPUTER-URG-210	63,415.76	666.00	.00	.00	.00	.00	64,081.76	.00	64,081.76
277 PRODATE COURT CLERK COMPUTER 0	233,276.23	2,220.00	.00	.00	.00	.00	235,496.23	.00	235,496.23
278 JUVENILE COURT CLERK COMPUTER	125,396.78	1,628.00	.00	.00	.00	.00	126,824.78	.00	126,824.78
279 JUVENILE COURT-COMPUTER-ORG-21	23,251.64	408.00	.00	.00	.00	.00	23,739.64	.00	23,739.64
280 COMMON PLEAS COURT COMPUTER OR	35,397.37	1,701.00	.00	.00	.00	.00	37,098.37	.00	37,098.37
281 DOMESTIC REL COURT COMPUTER OR	13,929.39	264.00	.00	2,726.22	.00	.00	11,466.47	.00	11,466.47
282 CLERK-OF-COURTS-COMPUTER-2303	286,361.79	6,249.00	.00	.00	.00	.00	292,610.79	.00	292,610.79
283 COUNTY COURT SPECIAL PROJECTS	1,116,658.97	31,269.39	.00	11,128.64	.00	.00	1,136,799.72	376.29	1,137,176.01
284 COGNITIVE INTERVENTION PROGRAM	253,844.35	13,112.00	.00	1,490.60	.00	.00	265,465.75	.00	265,465.75
285 CONCEALED HANDGUN LICENSE	638,218.72	10,305.00	.00	5,144.33	.00	.00	643,379.39	800.00	644,179.39
286 SHERIFF-DRUG LAW ENFORCEMENT	51,572.23	120.00	.00	722.29	.00	.00	50,969.94	048.26	51,018.20
287 SHERIFF-LAW ENFORCEMENT TRUST	101,247.27	.00	.00	.00	.00	.00	101,247.27	.00	101,247.27
288 COMM-BASED-CORRECTIONS-DONATED	4,000.00	.00	.00	500.00	.00	.00	3,500.00	.00	3,500.00
289 COMMUNITY BASED CORRECTIONS	1,363,481.76	131,413.37	.00	174,564.76	.00	.00	1,320,330.37	10,935.07	1,331,265.44
290 HAZ NAT EMERG PLAN SPEC FUND	1.28	.00	.00	.00	.00	.00	1.28	.00	1.28
291 SHERIFF-D-A-R-E-PROGRAM	2,723.53	.00	.00	.00	.00	.00	2,723.53	.00	2,723.53
292 TRAFFIC SAFETY PROGRAM-SHERIFF	31,189.43	9,172.96	.00	.00	.00	30,000.00	70,372.39	.00	70,372.39
293 SHERIFF GRANTS	7,687.00	50.00	.00	.00	.00	.00	7,737.00	.00	7,737.00
294 SHERIFF-BASE-LAW-ENFORCEMENT-C	91,660.60	19,135.75	.00	.00	.00	.00	110,796.35	.00	110,796.35
295 TACTICAL RESPONSE UNIT	4,885.20	.00	.00	.00	.00	.00	4,885.20	.00	4,885.20
296 CONF REHAD-DOWNPAYMENT ASST-CO	44,825.92	.00	.00	.00	.00	.00	44,825.92	.00	44,825.92
297 ENFORCEMENT & EDUCATION-2011-19	88,340.96	689.00	.00	.00	.00	.00	89,029.96	.00	89,029.96
298 REHAD. INC. FUNDS	86,913.68	.00	.00	.00	.00	.00	86,913.68	.00	86,913.68
299 COUNTY TRANSIT	1,506,324.31	13,010.40	.00	142,298.00	.00	.00	1,377,036.71	69.99	1,377,106.70
327 BOND-RETIREMENT-SPECIAL ASSESS	1,532,851.27	.00	.00	.00	.00	.00	1,532,851.27	.00	1,532,851.27
360 STATE OPMC LOAN	56,357.85	.00	.00	.00	.00	.00	56,357.85	.00	56,357.85
360 2013 RADIO SYSTEM BONDS	860,753.13	.00	.00	.00	.00	.00	860,753.13	.00	860,753.13
384 TAX-ENGAGEMENT-FINANCING-P&G	2,931,743.00	.00	.00	72,236.51	.00	.00	2,859,506.97	.00	2,859,506.97
393 2009 RID BOND CHECKS OF BURNEL	2,620,001.33	.00	.00	.00	.00	.00	2,620,001.33	.00	2,620,001.33
401 COUNTY WIDE FINANCIAL SOFTWARE	692,671.50	.00	.00	59,084.56	.00	.00	633,587.02	.00	633,587.02
430 DEFAULTED-SUBDIVISION-SPEC-ASH	421,958.40	.00	.00	.00	.00	.00	421,958.40	.00	421,958.40
433 HIDDLEBORD RD BRIDGE REHAD	40,398.13	266,912.33	.00	310,069.29	.00	.00	17,241.17	43,156.96	60,398.13
435 STROUT RD BRIDGE 207-0.02	46,080.00	.00	.00	550.00	.00	.00	45,530.00	.00	45,530.00
436 ZBAR RD IMPROVEMENT PROJECT	114,357.05	.00	.00	733.50	.00	.00	113,623.55	733.50	114,357.05
437 KING AVE BRIDGE PROJECT	.00	.00	.00	.00	.00	.00	.00	.00	.00
439 VARIOUS WATER ASSESSMENT PROJE	.00	.00	.00	.00	.00	.00	.00	.00	.00
449 VARIOUS-SEWER-ASSESSMENT-PROJE	235,599.61	.00	.00	1,710.00	.00	233,889.61	.00	.00	.00
450 ESTATES OF KEEVER CREEK ROAD P	6,642.80	.00	.00	.00	.00	.00	6,642.80	.00	6,642.80
453 BLD 122 & TWP LINE RD ROUNDABO	62,650.32	.00	.00	12,969.00	.00	.00	49,681.32	.00	49,681.32
454 FIELDS-ERTEL ROAD IMPROV-PROJ	9,265.01	.00	.00	.00	.00	.00	9,265.01	.00	9,265.01
455 PHASE II ROAD RESURFACING	.00	.00	.00	.00	.00	.00	.00	.00	.00
463 FIELDS-ERTEL AND COLUMBIA ROAD	377,121.21	32,000.00	.00	.00	.00	.00	409,121.21	.00	409,121.21
467 COUNTY CONST-PROJECTS	3,200,429.68	.00	.00	102,888.54	.00	.00	3,097,541.14	82,149.03	3,179,690.17
479 AIRPORT CONSTRUCTION	1,245,256.19	.00	.00	6,441.61	.00	.00	1,238,814.58	3,833.50	1,242,648.08
484 P&G TIF ROAD CONSTRUCTION	.00	.00	.00	.00	.00	.00	.00	.00	.00
485 HEARNY VALLEY CARRIAGE TIF	1,431,279.28	.00	.00	.00	.00	.00	1,431,279.28	.00	1,431,279.28
489 TOWNE CENTER BLVD EXTENSION	74,642.00	.00	.00	.00	.00	.00	74,642.00	.00	74,642.00
492 COMMUNICATION PROJECTS	2,074,486.75	.00	.00	3,837.29	.00	.00	2,070,649.46	1,556.67	2,072,206.13
493 REDEVELOPMENT TAX EQUIVALENT F	275,631.60	.00	.00	.00	.00	.00	275,631.60	.00	275,631.60
494 COURTS BUILDING	1,799,684.06	.00	.00	78,790.53	.00	.00	1,720,893.53	4,810.52	1,725,704.05
495 JAIL CONSTRUCTION SALES TAX	.00	.00	.00	.00	.00	.00	.00	.00	.00
496 JUVENILE-DETENTION-ADDITION &	288,027.50	.00	.00	33,475.00	.00	.00	254,552.50	.00	254,552.50
497 JAIL CONSTRUCTION & REHAD	4,174,175.00	.00	.00	8,132.50	.00	.00	4,166,042.50	.00	4,166,042.50
498 COUNTY FAIRCROUNDS CONSTRUCTIO	475,495.00	.00	.00	121,860.00	.00	.00	353,635.00	.00	353,635.00

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FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/DUT	CURRENT BAL.	WARRANTS OUT	TREASURER'S BAL.
499 JUVENILE/PROBATE COURT-EXPANSE	2,500,000.00	.00	.00	.00	.00	.00	2,500,000.00	.00	2,500,000.00
510 WATER REVENUE	20,262,601.61	2,187,184.16	10,324.72CR	1,082,400.79	283,240.00CR	.00	21,640,500.26	356,296.41	21,996,796.67
574 LOWER LITTLE MIAMI WASTEWATER	.00	.00	.00	.00	.00	.00	.00	.00	.00
575 SEWER CONST-PROJECTS (REVENUE)	700,958.72	65,552.61	.00	129,155.08	.00	.00	645,356.25	.00	645,356.25
580 SEWER REVENUE	25,033,445.83	1,747,246.79	74.17CR	682,651.77	90.00	233,889.01	27,131,765.69	102,128.65	27,233,894.34
581 SEWER IMPROV-WARREN CO VDCATIO	155,875.31	.00	.00	2,635.37	.00	.00	153,239.94	.00	153,239.94
583 WATER CONST-PROJECTS (REVENUE)	877,576.00	.00	.00	196,587.82	.00	.00	680,988.18	37,216.16	718,204.34
590 STORM WATER TIER 1	324,270.97	.00	.00	12,333.56	.00	.00	311,937.41	.00	311,937.41
591 STORM WATER TIER 2	.00	.00	.00	.00	.00	.00	.00	.00	.00
592 STORM WATER TIER 3	.00	.00	.00	.00	.00	.00	.00	.00	.00
619 VEHICLE MAINTENANCE ROTARY	370,326.07	39,442.04	.00	46,302.23	.00	.00	363,465.88	13,402.82	376,868.70
630 SHERIFF'S POLICING REVOLV.FUND	1,329,671.23	5,462.48	.00	324,880.74	.00	.00	1,010,252.97	.00	1,010,252.97
631 GONUNHEGOTIONS ROTARY	206,696.33	5,052.75	.00	7,564.22	.00	.00	206,184.86	1,889.97	208,074.83
632 HEALTH INSURANCE	4,660,056.41	798,681.20	.00	879,748.68	.00	.00	4,778,988.93	.00	4,778,988.93
635 UNCOB - SELF INSURANCE	.00	.00	.00	.00	.00	.00	.00	730.00	730.00
636 WORKERS COMP-SELF INSURANCE	1,440,051.70	.00	.00	31,076.44	.00	.00	1,408,975.26	5,230.82	1,414,206.08
637 PROPERTY & CASUALTY INSURANCE	1,014,466.30	.00	.00	683.00	.00	.00	1,013,783.30	.00	1,013,783.30
650 GASOLINE ROTARY	204,576.31	59,433.67	.00	45,953.55	.00	.00	218,056.43	.00	218,056.43
707 P. E. R. S. ROTARY	2,727.16	731,125.88	.00	731,124.98	.00	.00	2,727.26	366,726.96	369,454.22
708 TOWNSHIP FUND	.00	300,383.30	.00	300,383.30	.00	.00	.00	.00	.00
709 CORPORATION FUND	1,825.38	152,767.10	.00	152,936.96	.00	.00	1,655.52	.00	1,655.52
713 WATER-SEWER ROTARY FUND	149,394.72	4,259,269.44	.00	4,136,721.31	.00	.00	271,936.85	.00	271,936.85
714 PAYROLL ROTARY	140,886.05	5,160,445.34	.00	5,191,042.92	341.76CR	.00	110,630.23	384,927.37	497,557.60
715 NON PARTICIPANT ROTARY	6,794.60	772.32	.00	6,794.60	.00	.00	772.32	6,794.60	7,566.92
716 SCHOOL	.00	19,194.14	.00	19,194.14	.00	.00	.00	.00	.00
717 UNDIVIDED GENERAL TAX	3,513,874.22	2,071,056.15	.00	30,101.89	.00	.00	5,554,828.48	101,107.34	5,655,935.82
718 TANGLE PERSONAL PROPERTY.	680.00	.00	.00	.00	.00	.00	1,500.00	.00	1,500.00
719 TRAILER (LIKE REAL ESTATE) TAX	3,908.03	3,907.66	50.00CR	.00	.00	.00	7,765.69	.00	7,765.69
720 LOCAL GOVERNMENT FUND	.00	312,334.66	.00	312,334.66	.00	.00	.00	.00	.00
721 SPECIAL DISTRICTS	.00	.00	.00	.00	.00	.00	.00	.00	.00
722 CIGARETTE LICENSE TAX	207.88	147.56	.00	112.40	.00	.00	243.06	.00	243.06
723 GASOLINE TAX	.00	329,647.50	.00	329,647.50	.00	.00	.00	.00	.00
724 UND. LOCAL GOVT. REV. ASSISTAN	.00	.00	.00	.00	.00	.00	.00	.00	.00
725 UNDIVIDED WIRELESS 911 GOV ASS	44,978.26	28,159.52	.00	44,978.26	.00	.00	28,159.52	.00	28,159.52
726 MOTOR VEHICLE LICENSE TAX	.00	689,720.28	.00	689,720.28	.00	.00	.00	.00	.00
727 IAN TWP 3MILL POLICE LUY REFDR	3,561.10	.00	.00	.00	.00	.00	3,561.10	685.50	4,246.60
731 COUNTY LEDGING TAX	300,697.46	217,401.15	13,560.16CR	351,634.68	.00	.00	152,903.77	.00	152,903.77
734 REAL ESTATE ADVANCE PAYMENT	2,892.48	314.20	.00	.00	.00	.00	3,196.68	.00	3,196.68
740 TRAILER TAX	369.80	872.77	50.00	.00	.00	.00	1,292.57	.00	1,292.57
741 LIFE INSURANCE	15,953.67	9,900.00	.00	9,794.31	.00	.00	16,059.36	.00	16,059.36
742 LIBRARIES	.00	349,258.96	.00	349,258.96	.00	.00	.00	.00	.00
744 ANIMO PARK TOURNAMENT FEES	.00	.00	.00	.00	.00	.00	.00	.00	.00
745 STATE	3,475.39	4,058.89	.00	1,759.25	.00	.00	3,775.03	143.91	3,918.94
746 MIAMI CONSERVANCY DISTRICT FUN	18,051.40	.00	.00	.00	.00	.00	18,051.40	.00	18,051.40
747 ADVANCE ESTATE TAX	4,131.33	.00	.00	.00	.00	.00	4,131.33	.00	4,131.33
751 UNDIVIDED INTEREST	325,270.76	245,112.16	65,416.01CR	.00	.00	.00	504,766.91	.00	504,766.91
754 OHIO ELECTIONS COMMISSION FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
755 OD OF ELECTIONS RECOUNT DRC 35	.00	.00	.00	.00	.00	.00	.00	.00	.00
756 SEWER ROTARY	56,324.32	139,229.32	.00	37,333.32	.00	.00	158,220.32	.00	158,220.32
758 VIA PASS THROUGH TO BUTLER/CLE	31,707.64	48,616.13	.00	80,323.77	.00	.00	.00	.00	.00
761 OUTSIDE ENTITY FLOWTHRU	.00	.00	.00	.00	.00	.00	.00	.00	.00
765 RECORDERS ESCROW FUND	19,303.85	3,154.85	761.25CR	1,669.50	.00	.00	20,027.95	.00	20,027.95
766 ESCROW ROTARY	912,814.58	7,406.75	.00	21,603.30	.00	.00	898,618.03	14,064.30	912,682.33
767 UNIDENTIFIED DEPOSITS	52,644.99	.00	.00	.00	.00	.00	52,644.99	.00	52,644.99

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FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS OUT	TREASURER'S BAL.
773 SEX OFFENDER REGISTRATION FEE	.00	100.00	.00	100.00	.00	.00	.00	100.00	100.00
774 ARSDR OFFENDER REGISTRATION FEE	.00	.00	.00	.00	.00	.00	.00	.00	.00
775 UNDIVIDED SHERIFF NEG CHECK FE	17,134.00	11,583.00	.00	11,779.00	.00	.00	16,938.00	.00	16,938.00
776 UNDIVIDED EVIDENCE SHERIFF	26,664.30	.00	.00	567.63	.00	.00	26,096.67	1,790.63	27,887.30
777 UNDIVIDED FEDERAL & STATE FDRF	.00	20,295.00	427.76	427.76	.00	.00	20,295.00	128.30	20,423.30
778 COURT ORDERED SHERIFF SALES	420,804.33	1,291,961.37	.00	966,795.93	1,958.17CR	.00	745,927.94	296,669.79	1,042,597.73
779 UNDIVIDED-DRUG-TASK-FORCE-SEIZ	110,175.20	60,957.98	.00	3,537.20	.00	.00	167,597.98	232.00	167,829.98
780 COMM PLEAS-NOTARY PUBLIC FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
781 REFUNDABLE DEPOSITS	450,604.94	25,785.64	.00	19,741.32	.00	.00	456,649.26	2,813.63	459,462.89
782 SHERIFF LOST/ABANDONED PROPE	354.34	.00	.00	.00	.00	.00	354.34	.00	354.34
785 MASSIE WAYNE CAPACITY FEES	2,000.00	4,000.00	.00	2,000.00	.00	.00	4,000.00	.00	4,000.00
786 PMT IN LIEU OF TAXES	.00	.00	.00	.00	.00	.00	.00	.00	.00
787 UNDIVIDED ENGINE TAX REAL PROP	27,431.42	2,225.07	.00	26,295.50	.00	.00	3,360.99	.00	3,360.99
788 UNDIVIDED PUBLIC UTILITY DEREG	.00	.00	.00	.00	.00	.00	.00	.00	.00
789 FORFEITED LAND	.00	2,887.16	.00	.00	.00	.00	2,887.16	.00	2,887.16
790 FORFEITED LAND-EXCESS-SALE PRO	3,034.82	.00	.00	.00	.00	.00	3,034.82	.00	3,034.82
792 ZONING & BLDG BOND FUND	72,400.80	.00	.00	4,200.00	.00	.00	68,200.00	3,000.00	71,200.00
793 HOUSING TRUST AUTHORITY	.00	95,686.90	.00	.00	.00	.00	95,686.90	.00	95,686.90
795 UNDIVIDED INDIGENT FEES	.00	1,400.05	.00	1,400.05	.00	.00	.00	296.01	296.01
796 MUNICIPAL ORD VIOLATION INDIGE	12,458.18	.00	.00	807.50	.00	.00	11,650.68	.00	11,650.68
797 NEW UNDIVIDED AUCTION PROCEEDS	.00	17,608.36	.00	17,608.36	.00	.00	.00	.00	.00
798 OLD ZONING & BLDG BOND FUND	131,620.47	.00	.00	.00	.00	.00	131,620.47	.00	131,620.47
843 UNCLAIMED MONEY	533,041.10	.00	.00	253.28	.00	.00	532,807.82	128.00	532,935.82
855 CH. SERV. SCHEURER SMITH TRUST	43,609.59	.00	.00	.00	.00	.00	43,609.59	.00	43,609.59
911 WARREN CO. HEALTH DISTRICT	6,795,048.55	93,755.79	172.50CR	385,457.80	26,824.66CR	.00	6,531,798.70	1,268.00	6,533,066.78
912 FOOD SERVICE	317,121.64	2,833.00	100.00CR	758.52	28,274.16	.00	290,821.96	614.00	291,435.96
915 PLUMBING BOND-HEALTH DEPT.	25,000.00	1,000.00	.00	2,500.00	.00	.00	23,500.00	500.00	24,000.00
916 STATE REGULATED SEWAGE PROGRAM	80,357.73	26,832.00	360.00CR	1,776.00	.00	.00	105,053.73	.00	105,053.73
925 WATER & SOIL CONSERVATION DIST	230,900.39	15,121.00	.00	47,580.27	.00	.00	198,521.12	560.80	199,081.92
926 SOIL & WATER PERFORMANCE BONDS	.00	.00	.00	.00	.00	.00	.00	.00	.00
928 REGIONAL PLANNING	236,643.23	32,496.10	.00	38,869.07	.00	.00	230,270.26	1,007.18	231,277.44
938 WARREN COUNTY PARK DISTRICT	245,089.66	74,639.32	.00	35,940.34	.00	.00	283,708.64	9,402.89	293,111.53
944 ARMC PARK	693,832.96	51,576.16	525.00CR	163,565.41	.00	.00	581,318.71	55,172.83	636,491.54
953 WATER SYSTEM FUND	8,193.59	1,137.02	.00	1,233.65	.00	.00	8,096.96	533.65	8,630.61
954 MENTAL HEALTH RECOVERY SERVICE	12,386,221.49	507,287.74	.00	1,156,498.54	.00	.00	11,737,010.69	341,125.09	12,078,135.78
961 HEALTH GRANT FUND	987,220.46	57,854.86	.00	24,212.03	350.50	.00	1,020,512.79	.00	1,020,512.79
962 CAMPGROUNDS	1,272.19	.00	.00	.00	.00	.00	1,272.19	.00	1,272.19
976 HEALTH - SWIMMING POOL FUND	135,816.78	.00	.00	.00	.00	.00	135,816.78	.00	135,816.78
977 DRUG TASK FORCE CDG	285,823.67	165,550.16	427.76CR	8,026.29	.00	.00	442,919.78	59.04	442,978.82
996 WARREN COUNTY FIRE RESPONSE-AN	.00	.00	.00	.00	.00	.00	.00	.00	.00

RECYCLE

PRINTED IN U.S.A.

RECYCLABLE

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS OUT	TREASURER'S BAL.
COLUMN TOTALS	247,353,659.35	31,455,765.58	82,081,726.8	30,486,311.59	288,405,936.8	.00	248,329,437.55	3,493,656.10	
								OUTSTANDING WARRANTS	3,493,656.10
								TOTAL FOR FUNDS	251,823,093.65
								COUNTY TREASURY	268,896.41
								COUNTY DEPOSITORIES	251,633,666.06
								COUNTY TOTAL	251,880,562.47
AUDITOR'S OFFICE, WARREN COUNTY, OHIO									
IT IS HEREBY CERTIFIED, that the foregoing is a true and accurate statement for the October 2017, FINANCES OF WARREN COUNTY, OHIO showing the balance on hand in each fund and account at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.									

PRINTED IN U.S.A. RECYCLABLE

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

Resolution

Number 17-1790

Adopted Date November 14, 2017

APPROVE VARIOUS REFUNDS

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

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

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


Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

Auditor 
Refunds file

Resolution

Number 17-1791

Adopted Date November 14, 2017

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

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

Veterans	\$ 1,399.98
Board of Elections	\$ 1,485.00
Veterans	\$ 239.70
Veterans	\$ 5,860.00
Veterans	\$ 1,410.00

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


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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Veterans (file)
Board of Elections (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 11/2/17

From: WC Veterans

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

A purchase order was not completed for this procurement because: forgot.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	317	\$ 1399.98

VENDOR NAME Dorns

DESCRIPTION OF SERVICES office supplies

DATE OF OBLIGATION 11/1/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER


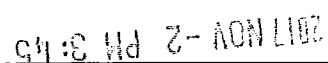
Pursuant to Sec. 5705.41 (D)(1) O.R.C.

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 20,901.36 DATE 11-1-17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 18,713.10 DATE 11-3-17

FUND BALANCE NOW \$ 38,377.224

CERTIFIED BY: Matt Nolan  

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 11/3/2017

From: Board of Elections

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

A purchase order was not completed for this procurement because: unexpected additional programming cost

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		1300	400	\$ 1485.00

VENDOR NAME ES&S

DESCRIPTION OF SERVICES Ballot Programming

DATE OF OBLIGATION 11/27/2017

SUBMITTED FOR
PAYMENT
COUNTY COMMISSIONERS

NOV 14 2017

Matt Nolan
Auditor, Warren County

RECEIVED
2017 NOV - 8 AM 11:55
WARREN COUNTY AUDITOR
LEBANON, OHIO

THEN & NOW CERTIFICATION CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER Pursuant to Sec. 5705.41 (D)(1) O.R.C.

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 5,922.89 DATE 10/4/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 6,044.89 DATE 11/9/17

FUND BALANCE NOW \$ 37,163,860.29

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 11/6/17

From: Warren Co Veterans

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

A purchase order was not completed for this procurement because: outreach items

exceed purchase order remaining balance

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	910	\$ 239.70

VENDOR NAME Digistitch

DESCRIPTION OF SERVICES Engraving OUTREACH Items

DATE OF OBLIGATION 10/31/17

SUBMITTED FOR
PAYMENT
COUNTY COMMISSIONERS

NOV 14 2017

Matt Nolan
Auditor, Warren County

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 15,219.33 DATE 10/31/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 16,110.33 DATE 11/9/17

FUND BALANCE NOW \$ 37,163,860.29

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 11/6/17

From: Warren Co Veterans

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

A purchase order was not completed for this procurement because: expense unknown prior
to client requesting relief

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 5860.00

VENDOR NAME Rick Heating & Cooling

DESCRIPTION OF SERVICES Install HVAC

DATE OF OBLIGATION 11/2/17

SUBMITTED FOR
PAYMENT
COUNTY COMMISSIONERS

NOV 14 2017

Matt Nolan
Auditor Warren County

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER
Pursuant to Sec. 5705.41 (D)(1) O.R.C.

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 128,184.34 DATE 11/2/17
UNENCUMBERED ACCOUNT BALANCE - NOW \$ 126,800.41 DATE 11/9/17
FUND BALANCE NOW \$ 37,163,860.29

CERTIFIED BY: Matt Nolan  

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 11/6/17

From: Warren Co Veterans

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

A purchase order was not completed for this procurement because: Expense unknown
prior to client requesting assistance

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1410.00

VENDOR NAME Hyceit

DESCRIPTION OF SERVICES Rent - one month deposit

DATE OF OBLIGATION 10/20/17

SUBMITTED FOR
 PAYMENT
 COUNTY COMMISSIONERS
 NOV 14 2017
 Matt Nolan
 Auditor Warren County

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 153,617.61 DATE 10/20/17
 UNENCUMBERED ACCOUNT BALANCE - NOW \$ 126,800.41 DATE 11/9/17
 FUND BALANCE NOW \$ 37,163,860.29

CERTIFIED BY:


 MATT NOLAN, WARREN COUNTY AUDITOR

RECEIVED
 NOV 9 - 6 PM 3:25
 2017

Resolution

Number 17-1792

Adopted Date November 14, 2017

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #11/02/2017 001, #11/02/2017 002, #11/02/2017 003, #11/02/2017 004, #11/02/2017 005, #11/02/2017 006, #22/02/2017 007 #11/02/2017 008, #11/07/2017 001, #11/07/2017 002, #11/07/2017 003, #11/07/2017 004, #11/07/2017 005, #11/07/2017 006, 11/09/2017 001, 11/09/2017 002, 11/09/2017 003, 11/09/2017 004, 11/09/2017 005, 11/09/2017 006, 11/09/2017 007, 11/09/2017 008, 11/09/2017 009, and 11/09/2017 010; said batches are attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of November 2017.


BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc:

Auditor 

Resolution

Number 17-1793

Adopted Date November 14, 2017

APPROVE BOND RELEASE FOR CYPRESS RIDGE, LTD. FOR COMPLETION OF IMPROVEMENTS IN CYPRESS RIDGE PHASE VII SITUATED IN CLEARCREEK TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE


Bond Number	:	N/A
Development	:	Cypress Ridge Phase VII
Developer	:	Cypress Ridge, LTD.
Township	:	Clearcreek
Amount	:	\$25,366.25
Surety Company	:	Check #201011372 – Huntington National Bank

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 17-1794

Adopted Date November 14, 2017

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH COUNTRY CREEK ASSOCIATES, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN COUNTRY CREEK ESTATES, SECTION ONE SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	17-022 (P)
Development	:	Country Creek Estates, Section One
Developer	:	Country Creek Associates, LLC
Township	:	Clearcreek
Amount	:	\$1,060,004.61
Surety Company	:	Civista Bank (10033478C)

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

17-06922 (P)
10033478C

This Agreement made and concluded at Lebanon, Ohio, by and between Country Creek Associated, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and CIVISTA BANK (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Country Creek Estate Subdivision, Section/Block One (3) (hereinafter the "Subdivision") situated in Clearcreek (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 \$853,188.16, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$815,388.16; 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 \$1,000,004.61 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 \$170,637.63 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:

CountryCreek Associates, LLC
3445 Newmark Dr
Miamishburg Oh 45342

Ph. (937) 278-0851

D. To the Surety:

Civista Bank
100 East Water Street
Sandusky Oh 44870
Attn. Legal department
Ph. (800) 604-9368

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:

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

*Country Creek Associates LLC
By Oberer hand Developers, Manager*

SIGNATURE: *By: George R. Oberer, Jr.*

PRINTED NAME: GEORGE R. OBERER, JR

TITLE: MANAGER

DATE: 10-20-17

SURETY:

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

Civista Bank

SIGNATURE *By: Kaye Sandusky*

PRINTED NAME: Kay E. Sandusky

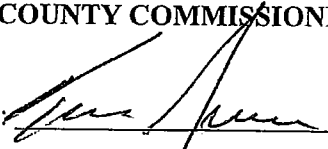
TITLE: Senior Vice President

DATE: 10-20-17

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1794, dated 11/14/17.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

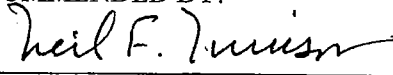
SIGNATURE: 

PRINTED NAME: Tom Grossmann


TITLE: President

DATE: 11/14/17

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: October 20, 2017

To the Beneficiary: Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

Irrevocable Letter of Credit # 10033478C
Loan #10033478

Dear Sir:

We hereby issue in your favor this Irrevocable Standby Letter of Credit for the account of COUNTRY CREEK ASSOCIATES, LLC, an Ohio limited liability company ("Developer"), for street, storm sewer and sidewalk improvements in Country Creek Estates, Section One, Warren County, Ohio up to an aggregate amount of One Million Sixty Thousand Four and 61/100 Dollars (U.S. \$1,060,004.61) available by your draft(s) at sight drawn on Civista Bank, Sandusky, Ohio.

Drafts to be accompanied by the following document(s):

1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that COUNTRY CREEK ASSOCIATES, LLC, an Ohio limited liability company defaulted in the performance of installation of street, storm sewer and sidewalk improvements within Country Creek Estates, Section One, Warren County, Ohio in accordance with the Developer's agreements for streets, storm sewers and sidewalks."

2) Original Letter of Credit and any amendments: Draft(s) must be marked "Drawn under Civista Bank Standby Letter of Credit No. 10033478C (fill in amount not to exceed \$1,060,004.61)."

Subject to the maximum aggregate limit of this Irrevocable Letter of Credit, if your sight draft and drawing certificate are presented at or before 1:00 P.M., Sandusky, Ohio time, on any business day, payment will be made to you of the amount of such draft in same day funds before the close of business on the same business day. Subject to the maximum aggregate limit of this Irrevocable Standby Letter of Credit, if your sight draft and drawing certificate are presented after 1:00 P.M., Sandusky, Ohio time, on any business day, payment will be made to you of the amount of such sight draft in same day funds before the close of business on the next business day. Business day means any day on which banks are not authorized or required to close in Sandusky, Ohio.

Unless extended at our sole option, this letter of credit will expire upon the earlier of (i) the close of business on October 20, 2019, or (ii) the Beneficiary's unconditional acceptance of the street, storm sewer and sidewalk improvements in Country Creek Estates, Section One, Warren County, Ohio. This original letter of credit shall be promptly surrendered to us by you upon such expiration.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify the Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

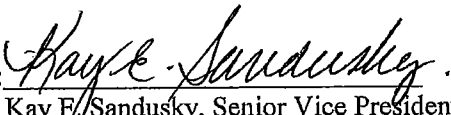
Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Standby Practices of the International Chamber of Commerce, Publication NO. 600 (the "Uniform Customs"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio, including Article 5 of the Uniform Commercial Code, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to CIVISTA BANK, an Ohio banking corporation, having an office at 100 East Water Street, Sandusky, Ohio 44870, Attention: Legal Department, specifically referring thereon to Civista Bank, Irrevocable Standby Letter of Credit No. 10033478C.

This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. We shall not be called upon to determine questions of fact or law at issue between Developer and Beneficiary.

Sincerely,

CIVISTA BANK,
an Ohio banking corporation

By: 
Kay E. Sandusky, Senior Vice President

Resolution

Number 17-1795

Adopted Date November 14, 2017

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH COUNTRY CREEK ASSOCIATES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN COUNTRY CREEK ESTATES SECTION ONE SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	17-023 (W/S)
Development	:	Country Creek Estates, Section One
Developer	:	Contry Creek Associates, LLC
Township	:	Clearcreek
Amount	:	\$722,225.40
Surety Company	:	Civista Bank (LOC #10033478B)

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Country Creek Associates, LTD, 3445 Newmark Dr., Miamisburg, OH 45342
Civista Bank, P.O. Box 5016, Sandusky, OH 44871
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

10033478 B 17-023 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Country Creek Associated, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Civista Bank (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Country Creek Estates Subdivision, ~~Section~~ Phase One (3) (hereinafter the "Subdivision") situated in Clearcreek (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 \$ 555,558.00 and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$ 555,558.00; 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 \$ 722,225.40 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 2 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 \$55,555.80 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:

Country Creek Associates, LLC
3445 Newmark Rd
Minisburg Oh 45342

Ph. (937) 278 - 0851

D. To the Surety:

Civista Bank
100 East Water Street
Sandusky Oh 44870
Attn: Legal Dept
Ph. (800) 604-9368

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:

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

*Country Creek Associates LLC
By: Oberer Developers, Ltd. Manager
and*

SIGNATURE: *George R Oberer, Jr.*

PRINTED NAME: GEORGE R OBERER, JR.

TITLE: MANAGER

DATE: 10-20-17

SURETY:

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

Civista Bank

SIGNATURE: *Kay E. Sandusky*

PRINTED NAME: Kay E. Sandusky

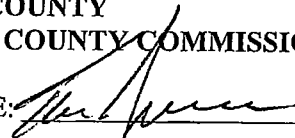
TITLE: Senior Vice President

DATE: 10-20-17

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1795, dated 11/14/17.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 11/14/17

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: October 20, 2017

To the Beneficiary: Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

Irrevocable Letter of Credit # 10033478B
Loan #10033478

Dear Sir:

We hereby issue in your favor this Irrevocable Standby Letter of Credit for the account of COUNTRY CREEK ASSOCIATES, LLC, an Ohio limited liability company ("Developer"), for water and sanitary sewer improvements in Country Creek Estates, Section One, Warren County, Ohio up to an aggregate amount of Seven Hundred Twenty-Two Thousand Two Hundred Twenty-Five and 40/100 Dollars (U.S. \$722,225.40) available by your draft(s) at sight drawn on Civista Bank, Sandusky, Ohio.

Drafts to be accompanied by the following document(s):

- 1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that COUNTRY CREEK ASSOCIATES, LLC, an Ohio limited liability company defaulted in the performance of installation of water and sanitary sewer improvements within Country Creek Estates, Section One, Warren County, Ohio in accordance with the Developer's agreements for water and sanitary sewer."
- 2) Original Letter of Credit and any amendments: Draft(s) must be marked "Drawn under Civista Bank Standby Letter of Credit No. 10033478B (fill in amount not to exceed \$722,225.40).

Subject to the maximum aggregate limit of this Irrevocable Letter of Credit, if your sight draft and drawing certificate are presented at or before 1:00 P.M., Sandusky, Ohio time, on any business day, payment will be made to you of the amount of such draft in same day funds before the close of business on the same business day. Subject to the maximum aggregate limit of this Irrevocable Standby Letter of Credit, if your sight draft and drawing certificate are presented after 1:00 P.M., Sandusky, Ohio time, on any business day, payment will be made to you of the amount of such sight draft in same day funds before the close of business on the next business day. Business day means any day on which banks are not authorized or required to close in Sandusky, Ohio.

Unless extended at our sole option, this letter of credit will expire upon the earlier of (i) the close of business on October 20, 2019, or (ii) the Beneficiary's unconditional acceptance of the water and sanitary sewer improvements in Country Creek Estates, Section One, Warren County, Ohio. This original letter of credit shall be promptly surrendered to us by you upon such expiration.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify the Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

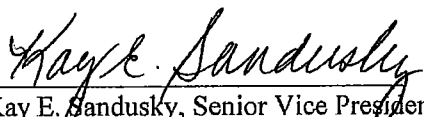
Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Standby Practices of the International Chamber of Commerce, Publication NO. 600 (the "Uniform Customs"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio, including Article 5 of the Uniform Commercial Code, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to CIVISTA BANK, an Ohio banking corporation, having an office at 100 East Water Street, Sandusky, Ohio 44870, Attention: Legal Department, specifically referring thereon to Civista Bank, Irrevocable Standby Letter of Credit No. 10033478B.

This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. We shall not be called upon to determine questions of fact or law at issue between Developer and Beneficiary.

Sincerely,

CIVISTA BANK,
an Ohio banking corporation

By: 
Kay E. Sandusky, Senior Vice President

Resolution

Number 17-1796

Adopted Date November 14, 2017

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH HIGHLANDS ONE, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HIGHLANDS AT HERITAGE HILL, SECTION TWO SITUATED IN UNION TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	17-023 (P)
Development	:	Highlands at Heritage Hill, Section Two
Developer	:	Highlands One, LLC
Township	:	Union
Amount	:	\$54,008.50
Surety Company	:	Endurance Assurance Corp. (EACX020000012)

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.
17-023 (P)
EACX020000012

This Agreement made and concluded at Lebanon, Ohio, by and between Highlands One, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Endurance Assurance Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Highlands at Heritage Hill Subdivision, Section/Phase 2 (3) (hereinafter the "Subdivision") situated in Union (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$256,642.00 and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$41,545.00; 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 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 \$54,008.50 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 (1) 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 \$51,328.40 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:

Highlands One, LLC

4234 Mason Pointe Dr. Suite 100

Mason, OH 45040

Ph. (513) 659 - 2200

D. To the Surety:

Endurance Assurance Corporation

Attn: Surety Department

1221 Avenue of the Americas, 18th Floor

New York, NY 10020

Ph. (212) 209 6500

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: Highlands One, LLC

SURETY: Endurance Assurance Corporation

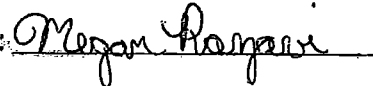
Pursuant to a resolution authorizing the undersigned to execute this agreement.

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

SIGNATURE:



SIGNATURE:



PRINTED NAME:

Michael K. Williams

PRINTED NAME:

Megan Razavi

TITLE:

Managing Member

TITLE:

Attorney-in-Fact

DATE:

11/2/17

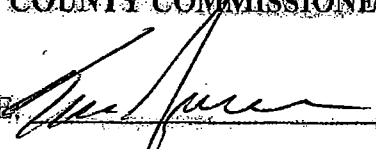
DATE:

10/31/2017

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1796, dated 11/14/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

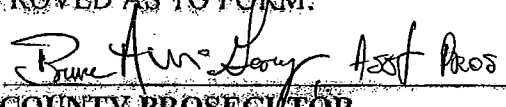
TITLE: President

DATE: 11/14/17

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By:  Asst Pros.
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

ENDURANCE ASSURANCE CORPORATION

020

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint BRIAN BEGGS, ANIE JEUNE, MERRITT WILLITS, STERLING WEMENS, MICHELLE MARCHIO, SEAN MCGUIRE, ERIC ALTMAN, MEGAN RAZAVI, SUSAN BLISS its true and lawful Attorney(s)-in-fact, and NEW YORK in the State of NY and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety bonds and undertakings, given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is hereby sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 25th day of September, 2017 at Purchase, New York.

(Corporate Seal) ATTEST

Marianne L. Wilbert (Signature)

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims (Signature)

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK COUNTY OF WESTCHESTER

ss: Purchase

On the 25th day of September 2017 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)



Nicholas James Benenati (Signature)

Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK COUNTY OF WESTCHESTER

ss: Purchase

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

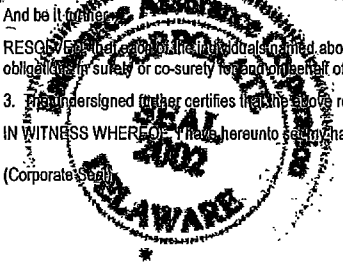
And be it further:

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 31st day of October, 2017.

(Corporate Seal)



Christopher Donelan (Signature)

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com Surety Claims Hotline: 877-876-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

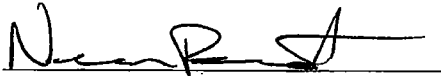
ENDURANCE ASSURANCE CORPORATION

STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

On this 31th day of October, 2016 before me, a Notary Public within and for said County and State, personally appeared Megan Razavi, to me personally known, who being duly sworn, upon oath, did say that she/he is the Attorney-in-Fact of and for ENDURANCE ASSURANCE CORPORATION, a corporation created, organized and existing under and by virtue of the laws of Delaware and that the Corporate seal affixed to the foregoing instrument is the seal of said Corporation; and the said Attorney-in-Fact did acknowledge that she/he executed the said instrument as the free act and deed of said Corporation.



Nicholas Benenati

Notary Public

My Commission Expires: December 7, 2019

(seal)

NICHOLAS JAMES BENENATI
NOTARY PUBLIC-STATE OF NEW YORK
NO 01BE6333911
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES 12-07-2019

Effective Date: May 21, 2004
Expiration Date: April 01, 2018

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

ENDURANCE ASSURANCE CORPORATION

NAIC No. 11551

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew-States Reasons (A&H)
Commercial Auto - No-Fault	Ocean Marine
Commercial Auto - Physical Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	Private Passenger Auto - Liability
Earthquake	Private Passenger Auto - No Fault
Fidelity	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	

This Certificate of Authority is subject to the laws of the State of Ohio.



John R. Kasich, Governor

Mary Taylor

Mary Taylor, Lt. Governor/Director

ENDURANCE ASSURANCE CORPORATION
formerly known as ENDURANCE REINSURANCE CORPORATION OF AMERICA
Balance Sheet - Statutory - Basis
December 31, 2016

Assets:	
Bonds	\$ 890,241,209
Common stocks	355,537,466
Other invested assets	2,840,017
Cash and short-term investments	105,479,694
Receivable for securities	2,911
Total cash and invested assets	<u>1,354,101,297</u>
Agents' balances or uncollected premiums	317,566,436
Reinsurance recoverable on loss and loss adjustment expense payments	42,514,208
Funds held by or deposited with reinsures companies	17,480,598
Investment income due and accrued	4,065,058
Net deferred tax asset	34,174,530
Net deposit asset	12,988,789
Other admitted assets	3,492,845
Total admitted assets	<u>\$ 1,786,383,761</u>
Liabilities:	
Loss and loss adjustment expenses	\$ 527,509,205
Reinsurance payable on paid loss and loss adjustment expenses	13,950,095
Unearned premiums	220,070,113
Ceded reinsurance premiums payable	206,357,868
Commissions payable, contingent commissions and other similar items	(10,765,419)
Net deposit liability	10,445,723
Payable to parent, subsidiaries and affiliates	13,134,049
Provision for reinsurance	2,450,553
Other liabilities	16,422,494
Total liabilities	<u>999,574,681</u>
Capital and surplus:	
Special surplus funds - retroactive reinsurance gain	1,029,084
Common capital stock	5,000,000
Gross paid in and contributed surplus	1,014,000,000
Unassigned funds (surplus)	(233,220,004)
Total capital and surplus	<u>786,809,080</u>
Total liabilities and capital and surplus	<u>\$ 1,786,383,761</u>

I, Stan Osófsky, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2016 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd floor, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.

Stan Osófsky

Subscribed and sworn to before me this 19th day of April, 2017

ANIE JEUNE
 Notary Public, State of New York
 No. 01JEB178502
 Qualified in Kings County
 Commission Expires Oct. 29, 2019

POLICYHOLDER NOTICE

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Resolution

Number 17-1797

Adopted Date November 14, 2017

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH PENDRAGON DEVELOPMENT COMPANY, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN ABERLIN SPRINGS, PHASE ONE SITUATED IN UNION TOWNSHIP

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

SECURITY AGREEMENT

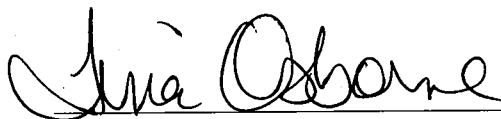
Bond Number	:	17-008 (P/S)
Development	:	Aberlin Springs, Phase One
Developer	:	Pendragon Development Company LLC
Township	:	Union
Amount	:	\$202,751.06
Surety Company	:	Ironshore Indemnity Inc. (SUR21100060)

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Form SP-1
Rev. 08/2016

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

**STREETS AND APPURTENANCES
(Including Sidewalks)**

Security Agreement No.

17-008 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between
Pendragon Development Company, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Ironshore Indemnity Inc. (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Aberlin
Springs Subdivision, Section Phase One (3) (hereinafter the "Subdivision") situated in
Union (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 \$567,993.35
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$155,962.35; 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 \$202,751.06 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 1 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 \$113,598.67 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:

Pendragon Development Company, LLC

3470 Snook Road

Morrow, OH 45152

Ph. (513) 225 - 0634

D. To the Surety:

Ironshore Indemnity Inc.

One State Street Plaza

7th Floor

New York, NY 10004

Ph. (615) 553 9500

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.

Pendragon Development Company, LLC

DEVELOPER:

SURETY: Ironshore Indemnity Inc.

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

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

SIGNATURE:

Leslie Ratliff

SIGNATURE:

Craig Sherman

PRINTED NAME:

Leslie Ratliff

PRINTED NAME:

Craig Sherman

TITLE:

President

TITLE:

Attorney-in-Fact

DATE:

4.27.17

DATE:

April 25, 2017

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1797, dated 11/14/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Groseman

TITLE: President

DATE: 11/14/17

RECOMMENDED BY:

By: Neil F. Turison / RGK
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

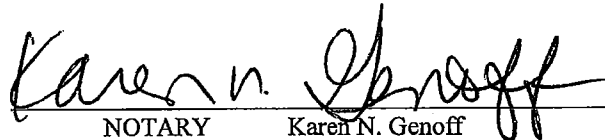
1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's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

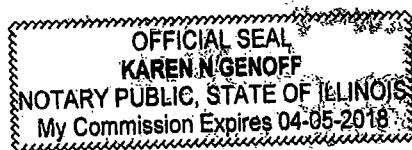
STATE OF ILLINOIS ((SS
COUNTY OF COOK ((

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Ironshore Indemnity Inc. Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Ironshore Indemnity Inc. Incorporated in the State of Minnesota for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This 25th Day of April , 2017

My Commission Expires


NOTARY Karen N. Genoff



IRONSHORE INDEMNITY INC
FINANCIAL STATEMENT SUMMARY

As of December 31, 2015

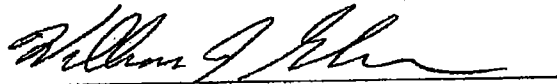
ASSETS	
Bonds	202,149,778
Preferred stocks	0
Common stocks	34,633,437
Mortgage loans on real estate: First liens	0
Mortgage loans on real estate: Other than first liens	0
Properties occupied by the company	0
Properties held for the production of income	0
Properties held for sale	0
Cash, cash equivalents and short-term investments	13,263,792
Contract loans	0
Derivatives	0
Other invested assets	1,520,000
Receivables for securities	0
Securities lending reinvested collateral assets	0
Aggregate write-ins for invested assets	251,567,008
Subtotals, cash and invested assets	0
Title plants less \$... Charged off	0
Investment income due and accrued	1,158,768
Uncollected premiums and agents' balances in the course of collection	50,908,460
Deferred premiums, agents' balances and installments booked but deferred and not yet due	0
Accrued retrospective premiums	37,003,836
Amounts recoverable from reinsurers	0
Funds held by or deposited with reinsured companies	0
Other amounts receivable under reinsurance contracts	0
Amounts receivable relating to uninsured plans	0
Current federal and foreign income tax recoverable and interest thereon	0
Net deferred tax asset	4,930,943
Guaranty funds receivable or on deposit	0
Furniture and equipment, including health care delivery assets	0
Net adjustment in assets and liabilities due to foreign exchange rates	0
Receivables from parent, subsidiaries and affiliates	117,864
Health care and other amounts receivable	14,136,610
Aggregate write-ins for other than invested assets	359,823,487
Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts	0
From Separate Accounts, Segregated Accounts and Protected Cell Accounts	0
TOTALS	359,823,487

LIABILITIES	
Losses	77,863,268
Reinsurance payable on paid losses and loss adjustment expenses	0
Loss adjustment expenses	12,553,635
Commissions payable, contingent commissions and other similar charges	1,459,103
Other expenses (excluding taxes, licenses and fees)	3,735,031
Taxes, licenses and fees (excluding federal and foreign income taxes)	4,426,233
Current federal and foreign income taxes	1,503,318
Net deferred tax liability	0
Unearned premiums	20,800,720
Advance premium	0
Ceded reinsurance premiums payable (net of ceding commissions)	52,112,041
Funds held by company under reinsurance treaties	0
Amounts withheld or retained by company for account of others	0
Remittances and items not allocated	0
Provision for reinsurance	1,594,485
Net adjustments in assets and liabilities due to foreign exchange rates	0
Drafts outstanding	0
Payable to parent, subsidiaries and affiliates	28,923,462
Derivatives	0
Payable for securities	1,793,955
Payable for securities lending	0
Liability for amounts held under uninsured plans	0
Aggregate write-ins for liabilities	4,089,147
Total liabilities excluding protected cell liabilities	205,854,298
Protected cell liabilities	0
Total liabilities	205,854,298
POLICYHOLDERS' SURPLUS	
Aggregate write-ins for special surplus funds	0
Common capital stock	5,000,000
Preferred capital stock	0
Aggregate write-ins for other than special surplus	0
Surplus Notes	0
Gross paid in and contributed surplus	156,938,671
Unassigned funds (surplus)	(7,969,482)
Surplus as regards policyholders	159,969,189
TOTALS	359,823,487

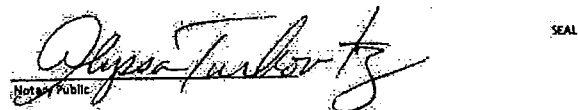
CERTIFICATE

I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2015.

Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Minnesota Department of Insurance as of the same date.


William J Gleason CFO, VP & Treasurer

SUBSCRIBED
and sworn to me this 25th day of April, 2016
My commission expires: July 10, 2018


Notary Public
Alyssa Turkovitz
Printed Name

ALYSSA TURKOVITZ
Notary Public, State of New York
No. 01TU6044514
Qualified in Westchester County
Commission Expires July 10, 2018

Effective Date: October 31, 1978

Expiration Date: April 01, 2018

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

IRONSHORE INDEMNITY INC

NAIC No. 23647

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew- Stated Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio.

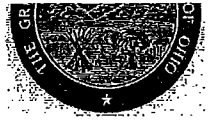


John R. Kasich, Governor

Mary Taylor

Mary Taylor, Lt. Governor/Director

Certificate of Compliance



Issued 03/30/2017

Effective 04/02/2017

Expires 04/01/2018

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

IRONSHORE INDEMNITY INC

of Minnesota is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

- | | |
|-----------------------------------|------------------------------------------|
| Accident & Health | Medical Malpractice |
| Allied Lines | Multiple Peril - Commercial |
| Boiler & Machinery | Multiple Peril - Farmowners |
| Burglary & Theft | Multiple Peril - Homeowners |
| Collectively Renewable A & H | Noncancellable A & H |
| Commercial Auto - Liability | Nonrenew- Stated Reasons (A&H) |
| Commercial Auto - No Fault | Ocean Marine |
| Commercial Auto - Physical Damage | Other Accident only |
| Credit | Other Liability |
| Credit Accident & Health | Private Passenger Auto - Liability |
| Earthquake | Private Passenger Auto - No Fault |
| Fidelity | Private Passenger Auto - Physical Damage |
| Fire | Surety |
| Glass | Workers Compensation |
| Group Accident & Health | |
| Guaranteed Renewable A & H | |
| Inland Marine | |

IRONSHORE INDEMNITY INC certified in its annual statement to this Department as of December 31, 2016 that it has admitted assets in the amount of \$424,948,058, liabilities in the amount of \$259,304,312, and surplus of at least \$165,643,746.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor, Lt. Governor/Director



POWER OF ATTORNEY

III- 21100060

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: Craig Sherman, Ted Sherman, Karen Genoff its true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22nd day of April, 2013 as follows:


Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$7,500,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 7th day of August, 2013

IRONSHORE INDEMNITY INC.



By: 
Daniel L. Sussman
Director

ACKNOWLEDGEMENT

On this 7th Day of August, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public - State of Tennessee
Davidson County
My Commission Expires: 07-08-18

By: 
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 25th Day of April, 20 17




Paul S. Giordano
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Resolution

Number 17-1798

Adopted Date November 14, 2017

APPROVE VARIOUS RECORD PLATS

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


- Country Creek Estates Section One – Clearcreek Township
- Legacy at Elliott Farm Section 2, Block “A” Easement Plat- Deerfield Township
- Legacy at Elliott Farm Section 2, Block “B” Easement Plat- Deerfield Township
- Highlands at Heritage Hill Section Two – Union Township
- Aberlin Springs, Phase One – Union Township

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 17-1799

Adopted Date November 14, 2017

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

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

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

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

\$ 6,954.42	from	#101-1110-400	(Commissioners – Purchased Services)
\$ 2,000.00	from	#101-1120-210	(Auditor – Office Supplies)
\$ 1,942.55	from	#101-1120-400	(Auditor – Purchased Services)
\$ 651.58	from	#101-1240-421	(Juvenile Court – Rent or Lease)
\$ 1,791.91	from	#101-1280-210	(County Court – Office Supplies)
\$ 577.80	from	#101-1280-400	(County Court – Purchased Services)
\$ 233.53	from	#101-1283-210	(County Ct, Probation – Office Supplies)
\$ 817.00	from	#101-1283-850	(County Ct, Probation – Training, Education)
\$ 249.89	from	#101-1300-421	(Board of Elections – Rent or Lease)
\$10,081.89	from	#101-2210-400	(Sheriff, Detention – Purchased Services)
\$ 4.35	from	#101-2600-220	(Juvenile Detention Ctr. – Operating Supplies)
\$17,300.62	from	#101-2600-830	(Juvenile Detention Ctr. – Workers Compensation)
\$ 5,601.64	from	#101-2810-320	(Telecomm – Capital Purchases 10,000 & over)
\$ 1,200.00	from	#101-2810-400	(Telecomm – Purchased Services)
\$ 2,759.03	from	#101-2810-430	(Telecomm – Utilities)
\$ 570.73	from	#249-1130-400	(Treasurer – Purchased Services)
\$ 3,561.11	from	#258-5800-400	(OMJ – Purchased Services)
\$ 805.00	from	#258-5800-663	(OMJ – Classroom Training)
\$ 1,475.20	from	#263-5500-210	(CSEA – Office Supplies)
\$ 1,636.70	from	#263-5500-400	(CSEA – Purchased Services)
\$ 73.00	from	#263-5500-421	(CSEA – Rent or Lease)
\$ 1,899.59	from	#263-5500-430	(CSEA – Utilities)
\$ 2,242.37	from	#275-1410-400	(County Court – Purchased Services)
\$ 2,660.10	from	#283-1280-400	(County Court – Purchased Services)
\$ 1,423.00	from	#283-1280-910	(County Court – Other Expense)
\$ 86.39	from	#492-3819-371	(Telecomm – Data, Hardware)

RESOLUTION #17-1799
NOVEMBER 14, 2017
PAGE 2

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


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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) 
Appropriation Decrease file
Commissioners file
Juvenile Court (file)
County Court (file)
Board of Elections (file)
Sheriff (file)
Telecommunications (file)
Treasurer (file)
OhioMeansJobs (file)
Child Support (file)
OMB

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

Resolution

Number 17-1800

Adopted Date November 14, 2017

ACCEPT AMENDED CERTIFICATE, AND APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND #292

WHEREAS, the Warren County Sheriff's Office has indicated the anticipation of additional grant revenue to the amount of \$29,881.36 in Sheriff's Office Fund #292; and

WHEREAS, in order to expend said funds supplemental appropriations are necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate in the amount of \$29,881.36 and approve the following supplemental appropriation adjustments within Warren County Sheriff's Office Fund #292:

Supplemental Appropriations

\$10,000.00	into	#292-2222-114	(Overtime)
\$ 1,000.00	into	#292-2222-811	(PERS)
\$ 500.00	into	#292-2222-871	(Medicare)

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


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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Amended Certificate file
Supplemental App. file
Sheriff (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, November 6, 2017

To the TAXING AUTHORITY of Warren County Commissioners

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

FUND TYPE - Special Revenue	Jan. 1st, 2017	Taxes	Other Sources	Total
Traffic Safety Program-Sheriff	\$25,411.73	\$0.00	\$68,060.36	\$93,472.09
Fund 292				
TOTAL	\$25,411.73	\$0.00	\$68,060.36	\$93,472.09

_____)
 _____)
Walt Nelson)
 _____) Budget
 _____) Commission
 _____)

AMEND 17 16
Fund 292-2761-216 +29,881.36

Advance
98060.36 less 30,000 = 68060.36

2017 NOV 7 AM 8 27

Resolution

Number 17-1801

Adopted Date November 14, 2017

ACCEPT AN AMENDED CERTIFICATE DECREASE, APPROVE AN OPERATIONAL TRANSFER, AND A CASH ADVANCE REPAYMENT FOR THE TOWNE CENTER BLVD EXTENSION FUND #489

WHEREAS, an amended certificate, an operational transfer and a cash advance repayment are necessary for the Towne Center Blvd Extension; and

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Towne Center Blvd Extension has requested an operational transfer from fund 202;

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate decrease in the amount of \$74,642.00, an operational transfer and a cash advance repayment in Fund 489

Operational Transfer

\$171,262.00 from #202-3120-997-9000 (Operational Transfer-Out)
into #489-9000-999-9000 (Operational Transfer-In)

Cash Advance Repayment

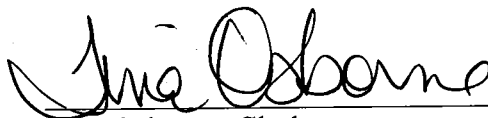
\$245,904.00 from #489-5555-666 (Cash Advance out)
into #202-5555-555 (Cash Advance in)


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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Engineer (file)
Operational Transfer file
Amended Certificate file
Cash Advance file
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

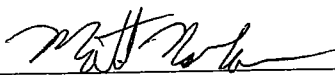
Office of Budget Commission, County of Warren, Lebanon, Ohio, November 9, 2017

To the TAXING AUTHORITY of Warren County Commissioners

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

FUND TYPE - Capital Project	Jan. 1st, 2017	Taxes	Other Sources	Total
Towne Center Blvd Extension	\$0.00	\$0.00	(\$74,642.00)	(\$74,642.00)
Fund 489 489				
<i>per Brenda 11/9/17 (initials)</i>				
TOTAL	\$0.00	\$0.00	(\$74,642.00)	(\$74,642.00)

2017 NOV 9 AM 9 45

_____)
 _____)
)
 _____) Budget
 _____) Commission

AMEND 17 18
 Fund 489-9000-999 (-74,642.00)
 (171,262.00 less cash advance 245,904.00)=(74,642.00)
 negative amount due to carryover po that was cancelled

Resolution

Number 17-1802

Adopted Date November 14, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #101-1110

WHEREAS, the State Auditor's Office is requiring the County to non-cash enter the fees charged by the State relative to the distribution of sales tax; and

WHEREAS, a supplemental appropriation is necessary to post the fees for calendar year to date and beyond; and

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

\$80,000.00 into #101-1110-901 (Fee Share, State)

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

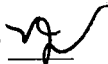
Mr. Young – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental Appropriation file
OMB (file)

Resolution

Number 17-1803

Adopted Date November 14, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #258

BE IT RESOLVED, to approve the following supplemental appropriation:

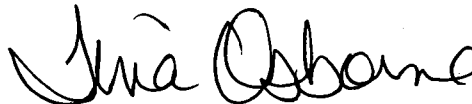
\$2,000.00 into #258-5800-663 (Classroom Training)

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

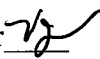
Mr. Young – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App file
OhioMeansJobs (file)
OMB

Resolution

Number 17-1804

Adopted Date November 14, 2017

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS SMART OHIO PILOT PROGRAM FUND #289

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 200.00	into	#289-1226-811	(PERS)
\$ 50.00	into	#289-1226-860	(Life Insurance)

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


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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 17-1805

Adopted Date November 14, 2017

APPROVE SUPPLEMENTAL APPROPRIATIONS IN COUNTY WIDE FINANCIAL
SOFTWARE FUND #401

BE IT RESOLVED, to approve the following supplemental appropriations:

\$4,923.00 into # 401-1120-820 (Health Insurance)

\$ 40.00 into # 401-1120-860 (Life Insurance)

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


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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) 
Supplemental App. file
OMB

Resolution

Number 17-1807

Adopted Date November 14, 2017

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO COMMON PLEAS ADULT PROBATION FUND #101-1223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Common Pleas Adult Probation #101-1223 in order to process a sick and vacation leave payout for Richard Gilmore former employee of the Common Pleas Adult Probation:

\$ 114.87	from #101-1110-881	(Commissioners – Sick Leave Payout)
	into #101-1223-881	(CP Adult Probation – Sick Leave Payout)
\$ 629.81	from #101-1110-882	(Commissioners – Vacation Leave Payout)
	into #101-1223-882	(CP Adult Probation - Vacation Leave Payout)

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


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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 17-1808

Adopted Date November 14, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE CLERK OF COURT OF COMMON PLEAS GENERAL FUND #101-1260 AND THE CERTIFICATE OF TITLE ADMINISTRATION FUND #250-1260

BE IT RESOLVED, to approve the following appropriation adjustments:

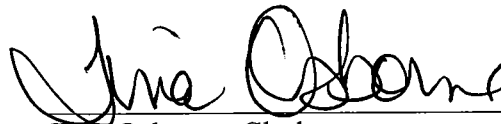
\$ 1,605.85	from #101-1260-220	(Operating Supplies, General)
	into #101-1260-210	(Office Supplies, General)
\$ 1,688.77	from #101-1260-421	(Rent or Lease)
	into #101-1260-400	(Purchased Services)
\$ 13,171.51	from #250-1260-421	(Rent or Lease)
	into #250-1260-400	(Purchased Services)

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


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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Clerk of Courts (file)
OMB

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

Resolution

Number 17-1809

Adopted Date November 14, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OFFICE OF GRANTS
ADMINISTRATION FUND #298

BE IT RESOLVED, in order to process Intra-county Transfers, it is necessary to approve the following appropriation adjustment:

\$3,000.00 from #298-5000-910 (Other Expense)
 into #298-5000-912 (Admin Costs)

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

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

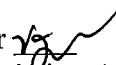
Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

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

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

Resolution

Number 17-1810

Adopted Date November 14, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #492-3823

BE IT RESOLVED, to approve the following appropriation adjustment:

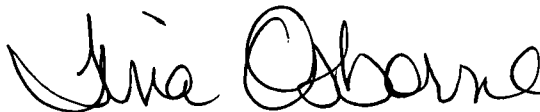
\$ 55,000.00 from #492-3823-320 (Cap. Purchases \$10,000 & over)
into #492-3823-400 (Purchased Services)

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


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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 17-1811

Adopted Date November 14, 2017

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #11/14/2017 001, #11/14/2017 002, #11/14/2017 003, and #11/14/2017 004; said batches attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 