

Resolution

Number 18-0945

Adopted Date June 19, 2018

RESCIND RESOLUTION #18-0880 WHICH AUTHORIZED THE HIRING OF MARILYN ASHLEY KAWALEK AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS Ms. Kawalek has failed to return many calls and schedule required testing; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #18-0880 adopted June 5, 2018, which authorized the hiring of Marilyn Ashley Kawalek as Emergency Communications Operator within the Warren County Emergency Services Department.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
M. Kawalek's Personnel File
OMB-Sue Spencer
Job Class #1383

Resolution

Number 18-0946

Adopted Date June 19, 2018

RESCIND RESOLUTION #18-0881 WHICH AUTHORIZED THE HIRING OF ROY KEIL AS ALTERNATIVE RESPONSE CASEWORKER I WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Mr. Keil has declined the position as he has accepted an offer elsewhere; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #18-0881 adopted June 5, 2018, which authorized the hiring of Roy Keil as Alternative Response Caseworker I within Warren County Job and Family Services, Children Services division.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Children Services (file)
R. Keil's Personnel File
OMB-Sue Spencer
Job Class #1821

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0947

Adopted Date June 19, 2018

ACCEPT RESIGNATION OF LISA DULANEY, PROTECTIVE SERVICES SUPERVISOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JUNE 22, 2018

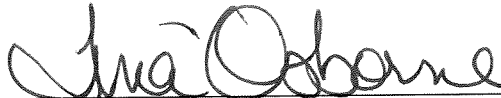
BE IT RESOLVED, to accept the resignation of Lisa Dulaney, Protective Services Supervisor, within the Warren County Department of Job and Family Services, Children Services Division, effective June 22, 2018.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
L. Dulaney's Personnel File
OMB – Sue Spencer
Tammy Whitaker
Job Class #1782

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0948

Adopted Date June 19, 2018

ACCEPT RESIGNATION OF CHELSEA NICHOLS, CASE AIDE SUPERVISOR, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JUNE 22, 2018

BE IT RESOLVED, to accept the resignation of Chelsea Nichols, Case Aide Supervisor, within the Warren County Department of Job and Family Services, Children Services Division, effective June 22, 2018.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
C. Nichols' Personnel File
OMB – Sue Spencer
Tammy Whitaker
Job Class #1860

Resolution

Number 18-0949

Adopted Date June 19, 2018

ACCEPT RESIGNATION OF TIARA FLEMING, CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 10, 2018

BE IT RESOLVED, to accept the resignation of Tiara Fleming, Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, effective August 10, 2018.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
T. Fleming's Personnel File
OMB – Sue Spencer
Tammy Whitaker
Job Class #1869

Resolution

Number 18-0950

Adopted Date June 19, 2018

ACCEPT RESIGNATION OF WILLIAM PRYOR, SERVICE WORKER I, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT, EFFECTIVE JULY 2, 2018.

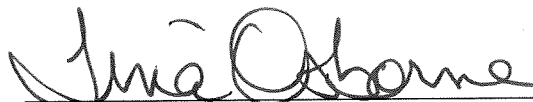
BE IT RESOLVED, to accept the resignation of William Pryor, Service Worker I, within the Warren County Facilities Management Department, effective July 2, 2018.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
W. Pryor's Personnel File
OMB – Sue Spencer
Tammy Whitaker
Job Class #1147

Resolution

Number 18-0951

Adopted Date June 19, 2018

AUTHORIZE THE POSTING OF THE "PROTECTIVE SERVICES SUPERVISOR" POSITION, 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 June 20, 2018.

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 -- yea
Mr. Grossmann -- yea
Mrs. Jones -- yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 18-0952

Adopted Date June 19, 2018

AUTHORIZE THE POSTING OF A "CASE AIDE" POSITION, 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 an additional opening due to recently approved budget for a "Case Aide" 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 "Case Aide" 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 June 20, 2018.

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 – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

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

Resolution

Number 18-0953

Adopted Date June 19, 2018

AUTHORIZE THE POSTING FOR "SERVICE WORKER I" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Service Worker I" position within the Facilities Management Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the internal posting of the position of "Service Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 20, 2018.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

Resolution

Number 18-0954

Adopted Date June 19, 2018

HIRE MICHELLE CRAMER AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

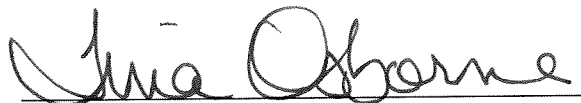
BE IT RESOLVED, to hire Michelle Cramer as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective July 2, 2018, at starting rate of, \$17.58 per hour, subject to a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Michelle Cramer's Personnel file
OMB- Sue Spencer
Job Class 1356

Resolution

Number 18-0955

Adopted Date June 19, 2018

EXTEND THE BID OPENING DATE FOR THE SIMPSON CREEK, BEAR RUN, KINGS UNION LIFT STATION IMPROVEMENTS PROJECT

WHEREAS, this Board adopted resolution #18-0748, setting the bid date for the Simpson Creek, Bear Run, Kings Union Lift Station Improvements Project for June 19, 2018 @ 9:05 a.m.; and

WHEREAS, Chris Brausch, Sanitary Engineer, has requested an extension in the bid opening date to allow additional time for bidders to prepare their bids; and

NOW THEREFORE BE IT RESOLVED, to extend the bid opening date for the Simpson Creek, Bear Run, Kings Union Lift Station Improvements Project to June 28, 2018 @ 11:00 a.m.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file
E. Hartmann

Resolution

Number 18-0956

Adopted Date June 19, 2018

AWARD THE BID FOR THREE (3) NEW 2018 ½ TON EXTENDED CAB 4 X 4 PICKUP TRUCKS FOR WARREN COUNTY GARAGE

WHEREAS, bids were closed at 9:05 a.m., May 1, 2018, and the bids received were opened and read aloud for Three (3) New 2018 ½ Ton Extended Cab 4 x 4 Pickup Trucks for Warren County; and the results are on file in the Commissioner's Office; and

WHEREAS, due to irregularity waiver, due to clerical error, a bid was delivered to incorrect address as listed, prior to closing of bids; and

WHEREAS, however, the corrected result did not change the apparent low bid company; and

WHEREAS, upon review of such bids by Andy Russell, Chief Mechanic, Interstate Ford, has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon the recommendation from Andy Russell, that bid is awarded to Interstate Ford, 125 Alexandersville Road, Miamisburg, Ohio, for a total bid price of \$88,974.00.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH/

cc: Garage (file)
OMB Bid file

Resolution

Number 18-0957

Adopted Date June 19, 2018

AWARD THE BID TO MORTON SALT, INC. FOR THE PURCHASE OF 26,930 TONS OF BULK ICE CONTROL SALT

WHEREAS, the reverse online bidding was closed at 10:26 a.m.. May 22, 2018, and the bid results received for the purchase of 26,930 Tons of Bulk Ice Control Salt, are on file in the Commissioner's Office; and

WHEREAS, upon review of such bids by Neil Tunison, Warren County Engineer, Morton Salt, Inc. has been determined to be a fully responsive and responsible bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil Tunison, that it is the intent of this Board to award the contract to Morton Salt, Inc., 444 West Lake Street, Suite 3000, Chicago, IL, for a total bid price of \$2,072,532.80 (dumped) and \$2,231,419.80 (piled). The Warren County Engineer's portion of the total bid price is \$533,332.80. The remainder portion of the total bid will be the responsibility of the various cities, villages and townships listed in Exhibit A of the bid packet.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: Engineer (file)
OMB Bid file

Resolution

Number 18-0958

Adopted Date June 19, 2018

WAIVE PERMIT FEES ASSOCIATED WITH THE ST. MARGARET OF YORK ANNUAL FESTIVAL

BE IT RESOLVED, to waive the permit fees associated with the St. Margaret of York Annual Festival; and

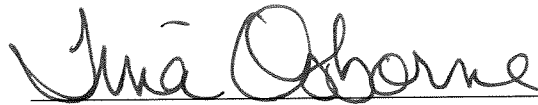
BE IT FURTHER RESOLVED that St. Margaret of York Church be responsible for the surcharge required by the State of Ohio.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Building/Zoning (file)
Greg Bickford (darby427@gmail.com)

Resolution

Number 18-0959

Adopted Date June 19, 2018

APPROVE EMERGENCY REPAIR TO THE GENERATOR AT THE BEAR RUN LIFT STATION

WHEREAS, on June 6, 2018 the generator failed at the Bear Run Lift Station; and

WHEREAS, it is imperative to repair said generator immediately to prevent sewer overflows and to stay compliant with the Ohio Environmental Protection Agency; and


NOW THEREFORE BE IT RESOLVED, to declare an emergency and approve Purchase Order No. 25080 to Cummins Bridgway LLC in the amount of \$5,000.00 for the estimated costs of repairing/replacing said generator.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

las

cc: Auditor 
Water/Sewer (file)
OMB

Resolution

Number 18-0960

Adopted Date June 19, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF TUESDAY, JUNE 26, 2018

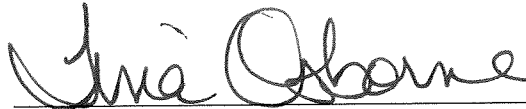
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Tuesday, June 26, 2018.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
All Departments
Commissioners file
Press

Resolution

Number 18-0961

Adopted Date June 19, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO SIGN A CONTINGENT SUBGRANT AWARD AGREEMENT, BASED UPON THE RELEASE OF FUNDING BY THE U.S. DEPARTMENT OF JUSTICE, ON BEHALF OF THE GREATER WARREN COUNTY DRUG TASK FORCE

WHEREAS, this Board agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated in said agreement, and assumes overall responsibility for compliance with the terms and conditions of the award; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to sign a Contingent Subgrant Award Agreement, based upon the release of funding by the U.S. Department of Justice, on behalf of the Greater Warren County Drug Task Force for the Fiscal Year 2017 Edward Byrne Memorial Justice Assistance Grant, Subgrant Number 2017-JG-A01-6252, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from State of Ohio Office of Criminal Justice Services, the Warren County Board of Commissioners has no further obligation to fund this 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: c/a – Ohio Office of Criminal Justice Services
OGA (file)
W.C. Drug Task Force (file)
OCJS



**OHIO DEPARTMENT
OF PUBLIC SAFETY**
EDUCATION • SERVICE • PROTECTION

- Administration
- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



John R. Kasich, Governor
John Born, Director
Karhlton F. Moore
Executive Director

Office of Criminal Justice Services
1070 West Broad Street
P O Box 162032
Columbus, Ohio 43216-2032
(614) 460 7762
www.ocjs.ohio.gov

CONTINGENT SUBGRANT AWARD AGREEMENT

Subgrant Number: 2017-JG-A01-6252

Title: Greater Warren County Drug Task Force

In accordance with the provisions of the Consolidated Appropriations Act, FY 2005, Public Law 108-447; 118 Stat. 2862, Catalog of Federal Domestic Assistance (CFDA) 16.738 Edward Byrne Memorial Justice Assistance Grant 2017 funded through the U.S. Department of Justice Bureau of Justice Assistance, the Ohio Office of Criminal Justice Services (OCJS), as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above.

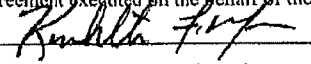
In addition to the terms, conditions, and limitations set forth below, this Subgrant Award Agreement is contingent upon the release of funding by the U.S. Department of Justice. OCJS offers no guarantee, either explicit or implicit, that funding will be provided pursuant to this contingent Subgrant Award Agreement, and Subgrantee understands that it shall not rely upon the receipt of the funds specified herein.

Subgrantee:	Warren County Commissioners		
Implementing Agency:	Greater Warren County Drug Task Force		
Award Periods:	01/01/2018 to 12/31/2018		
Closeout Deadline:	03/01/2019		
Award Amounts:	OCJS Funds:	\$45,000.00	75%
	Cash Match:	\$15,000.00	25%
	Inkind Match:	\$0.00	
	Project Total:	\$60,000.00	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. Those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.


This contingent Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The contingent Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

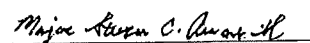

Karhlton F. Moore, Executive Director
Ohio Office of Criminal Justice Services

5/17/18
Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.


President - County Commission Date: 6/19/18
Warren County Commissioners


The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.


Major (Commander) Date: 6/6/18
Greater Warren County Drug Task Force

APPROVED AS TO FORM:

Mission Statement

to have more, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."


KEITH ANDERSON
ASST. PROSECUTOR



- Administration
- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



John R. Kasich, Governor
John Borm, Director
Karhlton F. Moore
Executive Director

Office of Criminal Justice Services
1970 West Broad Street
P.O. Box 182632
Columbus, Ohio 43218-2632
(614) 466-7782
www.ocjs.ohio.gov

Steven C Arrasmith
Major (Commander)
Greater Warren County Drug Task Force
822 Memorial Drive
Lebanon, Ohio 45036

Subgrant Number: 2017-JG-A01-6252
Project Title: Greater Warren County Drug Task Force

Dear Mr. Arrasmith:

I am pleased to inform you of the approval and award of the above Edward Byrne Memorial Justice Assistance Grant 2017 Grant Program subgrant for which you are the project director. You will find the attached certificate subgrant award. The certificate must be signed by the authorized official of the subgrantee and implementing agency and uploaded to the Ohio Office of Criminal Justice Services Online Grants Management System. You may wish to print a copy of the subgrant award for your records.

Please review the subgrant's conditions to determine if any other forms must be signed and returned, or if special conditions must be satisfied before the funds are drawn down. When determining whether to accept the award, consideration should be given to all required conditions. Should you have any questions, please seek clarification prior to accepting the award.

To ensure prompt receipt of funds, please return these documents as soon as possible. It normally takes four to six weeks to process any subgrant payments after the receipt of the required documents and clearance of the required documents and clearance of all special conditions.

Retain a complete copy of this award package, and provide the subgrantee with copies of the documents required to establish a subgrant account. Your Grant Coordinator, Derek Bogner will be available to assist you with administering this subgrant; please direct all grant correspondence to, and contact your assigned Grant Coordinator for any assistance you may need at: (614) 728-4789 OR dabogner@dps.ohio.gov

Sincerely,

Karhlton F. Moore
Executive Director
Ohio Office of Criminal Justice Services

CC: File
Warren County Commissioners
Greater Warren County Drug Task Force

Mission Statement

"to save lives, reduce injuries and economic loss. to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective service-oriented methods available."

Resolution

Number 18-0962

Adopted Date June 19, 2018

APPROVE AND ENTER INTO CONTRACT WITH AVERHEALTH ON BEHALF OF
WARREN COUNTY COMMON PLEAS COURT

BE IT RESOLVED, to approve and enter into a contract with Averhealth on behalf of the Warren County Common Pleas Court for Drug Testing Screens and Lab Confirmations. Copy of agreement 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Averhealth
Common Pleas (file)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU"), effective as of this 1st day of June, 2018 and entered into by and between **Warren County Common Pleas Court, of the State of Ohio** (hereinafter referred to as "the Court") and **Avertest, LLC d/b/a averhealth** (hereinafter referred to as "Provider"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. PURPOSE AND SCOPE

- 1.01 The purpose of this MOU is to provide Measurement-based Systematic monitoring services for clients involved in treatment Court, adult and juvenile probation, community corrections, pretrial, and other similar diversion programs. The services shall foster coordination of care and supervision and help clients abstain from substance use and achieve stability within the community.
- 1.02 The MOU, as referred to herein, shall mean this document executed by the Court and Provider, and shall include these Terms and Conditions, Attachments A and B described in Sections II and IV and attached hereto, and any supplemental agreement or modification entered into between the Court and Provider, in writing, after the date of this MOU.
- 1.03 This MOU constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the Court and Provider. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the MOU have been made by the Court or Provider which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This MOU may be amended and modified only in writing signed by both the Court and Provider.

SECTION II. ROLES AND RESPONSIBILITIES

- 2.01 The Court shall refer clients for Measurement-based Systematic Monitoring by entering relevant testing information into Aversys and submitting collected samples to Avertest for laboratory testing.
- 2.02 Provider shall provide services as specified in Attachment A, "Scope of Services", attached hereto and incorporated by reference into this MOU.

SECTION III. TERM

- 3.01 The term of this MOU shall begin as of the date indicated above and shall terminate one (1) year thereafter, unless terminated earlier in accordance with this MOU.
- 3.02 This MOU shall automatically renew for one (1) year terms unless a party notifies the other in writing of its intention to not renew this MOU, at least ninety (90) days prior to the expiration of said term.
- 3.03 This MOU is contingent upon the Court receiving the necessary funding to cover the obligations of the Court. In the event that such funding is not received or appropriated, the Court' obligation

under the MOU shall cease, and each party shall be released from further performance under the MOU without any liability to the other party.

SECTION IV. COMPENSATION

- 4.01 Provider proposes to furnish all labor, materials and supplies in accordance with the conditions of this MOU necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, "Service Fees", attached hereto and incorporated herein. There are no minimum or maximum compensation levels for services under this MOU.
- 4.02 Provider shall in a reasonable, prompt, and timely fashion submit properly itemized invoice(s) for services performed for which expenses incurred under this MOU are payable by the Court. The Court shall pay Provider within thirty (30) days after receipt of such properly itemized claim forms where payment is incurred by and owed by the Court.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Provider. The parties agree that Provider is an independent provider and is in no way an employee or agent of the Court. As such, Provider is not entitled to workers' compensation or any benefit of employment by the Court. The Court shall have no control over the performance of this MOU by the Provider or Provider's employees, except to specify the results to be achieved. Provider acknowledges that it is not insured in any manner by the Court for any loss of any kind whatsoever. Provider has no authority, express or implied, to bind or obligate the Court in any way.
- 5.02 Necessary Documentation. Provider certifies that it will furnish the Court, if requested, any and all documentation, certification, authorization, license, permit, or registration required by applicable federal, state and local laws, rules, regulations or ordinances. Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this MOU.
- 5.03 Confidentiality.
- 5.03.1 The obligations of this section shall survive the termination of this MOU and shall be applicable to the full extent permissible under statutes governing access to public records. Provider understands that the information provided to it or obtained from the Court during the performance of its services is confidential and may not, without prior written consent of the Court, be disclosed to any person without the Court's permission except to employees or agents of Provider who have a need to know in order to provide the services. Further, Provider's work product generated during the performance of this MOU is confidential to the Court. Confidential information shall not include information, that: (a) was known by Provider or the Court at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Provider or the Court; (c) is made known to Provider or the Court by a third person who to the knowledge of the Provider or the Court does not impose any obligation of confidence on Provider or the Court with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized

subpoena or Court order whereupon Provider or the Court shall provide notice to the other party prior to such disclosure; or (e) information that is independently developed by Provider or the Court without references to the confidential information.

- 5.03.2 Provider acknowledges that it is a Qualified Service Organization as defined by 42 C.F.R. Part 2 and that: (i) in receiving, storing and processing, or otherwise dealing with any information from the Court about clients, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; (ii) any client information it receives from the Court that is protected by 42 C.F.R. Part 2 is subject to protections that prohibit the Provider from disclosing such information to agents or subcontractors without the specific written consent of the client; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to client information except as otherwise permitted by 42 C.F.R. Part 2.
- 5.03.3 Provider shall not, under any circumstances, release information provided to it by, or on behalf of, the Court that is required to be kept confidential by the Court except as contemplated by Section 5.03.1(d), above.
- 5.04 Records; Audit. Provider shall maintain books, records, documents and other evidence directly pertinent to performance of services under this MOU. Provider shall make such materials available, at its offices at all reasonable times during the MOU period and for a period of three (3) years from the date of final payment under this MOU, for inspection by the Court or any other authorized representative of the Court. Copies thereof, if requested, shall be furnished at no cost to the Court.
- 5.05 Insurance. Provider agrees to obtain and keep in force during its acts under this MOU a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 and \$1,000,000/personal injury and a professional liability insurance in the minimum amount of \$1,000,000, which shall name and protect Provider; Provider's officers, agents, and employees; the Court; and the Court' officers, agents, and employees from and against all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of Provider. Certificates of Insurance, naming the Court as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with the Court prior to commencement of any work.
- 5.06 Indemnification. Provider agrees to indemnify, defend, and hold harmless the Court, and its officers, agents, officials and employees from and against any and all claims, losses, actions, causes of action, judgments and liens arising out of or in connection with the acts and/or any performances, omissions, activities, or breach of Provider or any of its officers, agents, employees or subcontractors. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the Court.
- 5.07 Non-discrimination. Provider and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this MOU, with respect to her or his hire, tenure, terms, conditions, or privileges

of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, religion, color, national origin, ancestry, age, disability, or United States military service veteran status.

- 5.08 Conflict of Interest. Provider certifies and warrants to the Court that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this MOU has or will have any conflict of interest, direct or indirect, with the Court.
- 5.09 Force Majeure. In the event that either party is unable to perform any of its obligations under this MOU – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, riots, acts of God, acts or decrees of governmental bodies or other causes beyond such party’s reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this MOU shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this MOU.
- 5.10 Applicable Laws; Forum.
- 5.10.1 Provider agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this MOU are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this MOU shall be reviewed by the Court and Provider to determine whether the provisions of the MOU require formal modification.
- 5.10.2 This MOU shall be construed in accordance with the laws of the state where services are provided. Venue for any dispute arising under this MOU shall be in state and county where the Court is located.
- 5.11 Severability. If any provision of this MOU is held to be invalid, illegal, or unenforceable by a Court of competent jurisdiction, the provision shall be stricken, and all other provisions of this MOU which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.12 Successors and Assigns. Except as otherwise provided herein, Provider shall not assign, sublet or transfer its interest in this MOU without the written consent of the Court; provided, however, the Provider may freely assign this MOU to a subsidiary or affiliated entity of the Provider. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Court or the Provider.
- 5.13 Authority to Bind Provider. Notwithstanding anything in this MOU to the contrary, the signatory for Provider represents that he/she has been duly authorized to execute agreements on behalf of Provider and has obtained all necessary or applicable approval to make this MOU fully binding upon Provider when his/her signature is affixed and accepted by the Court.

5.14 Debarment and Suspension

5.14.1 Provider certifies, by entering into this MOU, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any state or local department, agency or political subdivision. The term "principal" for purposes of this MOU means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Provider.

5.14.2 Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any state or local department, agency or political subdivision.

5.15 Compliance With E-Verify Program. Provider shall enroll in and verify the work eligibility status of all newly hired employees of Provider through the E-Verify Program ("Program"). Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Provider shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Provider subsequently learns is an unauthorized alien.

5.16 Signature. Signatures may be executed in counterparts and by facsimile or electronic form.

5.17 Survival. Notwithstanding any other provision of this MOU, the provisions of paragraph 5.04 "Records" of this MOU shall survive the expiration, cancellation or termination of this MOU.


5.18 Mutual Drafting. The Court and Provider agree that this MOU has been mutually drafted and authored by the Court and the Provider and that it shall not be construed against any one party.

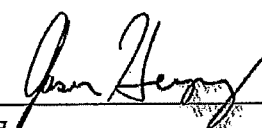
IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates subscribed below.

Warren County Commissioners - on behalf of:

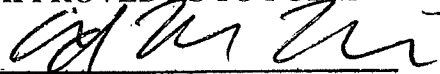
WARREN COUNTY COMMON PLEAS COURT OF
THE STATE OF OHIO

AVERTEST, LLC D/B/A AVERHEALTH

By: 
Name: Tom Grossmann
Title: President

By: 
Jason Herzog
Chief Executive Officer

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

ATTACHMENT A – SCOPE OF SERVICES

1. **Information Management System (IMS):** Provider will provide the Court with access to a secure, web-based HIPAA compliant IMS, that at a minimum allows the Court to:
 - a. Enroll clients in the alcohol and drug testing program;
 - b. Enter custom test panels specific to each donor;
 - c. Order unscheduled tests for an individual donor;
 - d. Enter excused test periods for an individual donor;
 - e. Inactivate or activate donors;
 - f. Track and review donor test history;
 - g. Enter specific donor co-pay amounts;
 - h. Designate vouchers for specific donors; and
 - i. Track applicable donor payments.

The IMS shall include a dashboard view specific to each case manager that:

- a. Provides the supervising case manager quick access to each donor;
 - b. Provides a consolidated summary of all activity related to each donor;
 - c. Illustrates if a donor is scheduled to test;
 - d. Shows if a donor has called the donor notification system or not; and
 - e. Provides a summary of recent positives, no shows, and other non-negative test results.
2. **Automated Random Selection Calendar:** At the option of the Court, Provider will provide, support and maintain a secure automated random selection testing calendar that is configurable to Court specified parameters and provides the ability to:
 - a. Create default parameters that specify testing frequency and test panels, among other attributes;
 - b. Schedule donors on an individual or group basis;
 - c. Conduct testing services on any day of the year, including weekends and holidays;
 - d. View past and future testing events via the IMS; and
 - e. Manually order a one-time or unscheduled test for individual donors via the IMS.
 3. **Client Notification:** At the option of the Court, Provider will provide, support, and maintain a donor notification system that notifies donors of the need to test. The donor notification system must:
 - a. Create a unique personal identification number (PIN) for each donor;
 - b. Record time, date and phone number of when donors call, login via web, or respond to text;
 - c. At a minimum provide English and Spanish language options;
 - d. Calculate a call-in compliance score for each donor;
 - e. Report if a donor fails to contact the notification system;
 - f. Allow the supervising case manager to post custom text-to-speech messages for an individual donor or group of donors;
 - g. Provide capacity adequate to efficiently handle the number of calls received during peak call-in times; and
 - h. Allow donors to contact the system via phone, web, or text message. Text message notification is subject to a nominal convenience fee payable only by those donors that select text messaging.
 4. **Supplies & Transportation:** The Provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected by the Court.

5. **Laboratory Testing:** The Provider shall:
- Operate a laboratory that is certified by the Department of Health and Human Services (DHHS), Clinical Laboratory Improvements Act (CLIA) and the College of American Pathologists – Forensic Drug Testing (CAP-FDT);
 - Conduct a laboratory immunoassay screen on all samples (instant test devices are not permitted);
 - All positive immunoassay screens must be run a second time with a new aliquot of the specimen prior to reporting the positive specimen;
 - Report the screen results by the completion of the next business day following specimen collection (e.g., screen results for samples collected and shipped on Monday shall be reported on Tuesday.);
 - Conduct confirmation via GC/MS or LC-MS/MS as requested by the Court;
 - Retain negative specimens for five (5) business days;
 - Store non-negative samples in secure, frozen store for thirty (30) days;
 - Test assays at the cut-off levels listed in Table 1 below; and

Table 1

Assay	Specimen	Screen Cut-off	Confirmation Cut-off
Amphetamines	Urine	1000 ng/mL	123 ng/mL
MDA	Urine	N/A	49 ng/mL
MDEA	Urine	N/A	48 ng/mL
MDMA	Urine	N/A	48 ng/mL
Methamphetamine	Urine	N/A	118 ng/mL
Phentermine	Urine	N/A	48 ng/mL
Cannabinoids	Urine	20 ng/mL	5 ng/mL
Cocaine	Urine	300 ng/mL	25 ng/mL
Opiates	Urine	300 ng/mL	N/A
Heroin (6-MAM)	Urine	N/A	5 ng/mL
Codeine	Urine	N/A	49 ng/mL
Hydrocodone	Urine	N/A	50 ng/mL
Hydromorphone	Urine	N/A	48 mg/mL
Morphine	Urine	N/A	50 ng/mL
Oxycodone	Urine	N/A	50 ng/mL
Oxymorphone	Urine	N/A	49 ng/mL
PCP	Urine	25 ng/mL	12 ng/mL
Barbiturates	Urine	200 ng/mL	N/A
Butabarbital	Urine	N/A	50 ng/mL
Phenobarbital	Urine	N/A	50 ng/mL
Butalbital	Urine	N/A	50 ng/mL
Pentobarbital	Urine	N/A	50 ng/mL
Secobarbital	Urine	N/A	50 ng/mL
Benzodiazepines	Urine	200 ng/mL	N/A
Alprazolam	Urine	N/A	47 ng/mL
Clonazepam	Urine	N/A	48 ng/mL
Diazepam	Urine	N/A	47 ng/mL
Flunitrazepam	Urine	N/A	48 ng/mL
Flurazepam	Urine	N/A	48 ng/mL
Hydroxyalprazolam	Urine	N/A	48 ng/mL
Lorazepam	Urine	N/A	48 ng/mL
Midazolam	Urine	N/A	47 ng/mL
Nordiazepam	Urine	N/A	48 ng/mL

Oxazepam	Urine	N/A	49 ng/mL
Temazepam	Urine	N/A	47 ng/mL
Meperidine	Urine	200 ng/mL	N/A
Meperidine	Urine	N/A	50 ng/mL
Sufentanil	Urine	N/A	1 ng/mL
Normeperidine	Urine	N/A	50 ng/mL
Naloxone	Urine	N/A	52 ng/mL
Naltrexone	Urine	N/A	49 ng/mL
Methadone	Urine	300 ng/mL	23 ng/mL
EDDP	Urine	N/A	25 ng/mL
Methamphetamines	Urine	500 ng/mL	118 ng/mL
Ecstasy	Urine	500 ng/mL	100 ng/mL
Propoxyphene	Urine	300 ng/mL	24 ng/mL
Norpropoxyphene	Urine	N/A	24 ng/mL
EtG	Urine	500 ng/mL	300 ng/mL
EtS	Urine	N/A	100 ng/mL
Buprenorphine	Urine	5 ng/mL	24 ng/mL
Norbuprenorphine	Urine	N/A	47 ng/mL
SOMA	Urine	100 ng/mL	N/A
Carisoprodol	Urine	N/A	84 ng/mL
Meprobamate	Urine	N/A	51 ng/mL
Fentanyl	Urine	2 ng/mL	0.5 ng/mL
Norfentanyl	Urine	N/A	2 ng/mL
Gabapentin	Urine	N/A	219 ng/mL
Ketamine	Urine	100 ng/mL	49 ng/mL
Kratom	Urine	N/A	N/A
Mitragynin	Urine	N/A	2 ng/mL
7 Hydroxymitragynine	Urine	N/A	10 ng/mL
Tramadol	Urine	200 ng/mL	50 ng/mL
Zolpidem	Urine	20 ng/mL	10 ng/mL
Amphetamines	Hair	500 pg/mg	500 pg/mg
<i>Methamphetamines & Ecstasy</i>			
Cocaine	Hair	500 pg/mg	500 pg/mg
Opiates <i>Codeine, Morphine, 6-MAM, Oxycodone, Hydrocodone, Hydromorphone</i>	Hair	200 pg/mg	200 pg/mg
PCP	Hair	300pg/mg	300pg/mg
Cannabinoids	Hair	1pg/mg	0.1pg/mg
Amphetamines	Oral Fluid	50 ng/mL	20 ng/mL
Methamphetamine	Oral Fluid	N/A	20 ng/mL
MDA	Oral Fluid	N/A	20 ng/mL
MDMA	Oral Fluid	N/A	20 ng/mL
Benzodiazepines	Oral Fluid	20 ng/mL	N/A
Alprazolam	Oral Fluid	N/A	1 ng/mL
Diazepam	Oral Fluid	N/A	1 ng/mL
Nordiazepam	Oral Fluid	N/A	2 ng/mL
Lorazepam	Oral Fluid	N/A	1 ng/mL
Oxacepam	Oral Fluid	N/A	1 ng/mL
Temazepam	Oral Fluid	N/A	1 ng/mL
Clonazepam	Oral Fluid	N/A	1 ng/mL
Buprenorphine	Oral Fluid	5 ng/mL	1 ng/mL

Cocaine	Oral Fluid	20 ng/mL, 30 ng/mL DDS	2 ng/mL
Benzoylcegonine	Oral Fluid	N/A	2 ng/mL
Cannabinoids	Oral Fluid	4 ng/mL, 25 ng/mL DDS	2 ng/mL
Opiates	Oral Fluid	40 ng/mL	N/A
Codeine	Oral Fluid	N/A	1 ng/mL
Morphine	Oral Fluid	N/A	1 ng/mL
Hydrocodone	Oral Fluid	N/A	1 ng/mL
Norhydrocodone	Oral Fluid	N/A	1 ng/mL
Hydromorphone	Oral Fluid	N/A	1 ng/mL
Oxycodone	Oral Fluid	N/A	1 ng/mL
Oxymorphone	Oral Fluid	N/A	1 ng/mL
Norcodeine	Oral Fluid	N/A	1 ng/mL
Noroxycodone	Oral Fluid	N/A	1 ng/mL
Dihydrocodeine	Oral Fluid	N/A	1 ng/mL
Methadone	Oral Fluid	50 ng/mL	5 ng/mL
Methamphetamines	Oral Fluid	50 ng/mL	20 ng/mL
PCP	Oral Fluid	10 ng/mL	1 ng/mL
Breath Alcohol Test	Breath	0.00	0.00

pg/mg = picogram per milligram of hair
ng/mL = nanogram per milliliter of urine

- i. Conduct specimen validity testing via creatinine testing on all samples and specific gravity, PH, oxidants when needed.
6. **Electronic Chain of Custody:** The IMS shall generate a legally defensible electronic chain of custody that fully integrates donor demographic data (name, gender, age, case manager, etc.) and tracks the specimen during all phases of the testing process.
 7. **Results Reporting:** The Provider shall report all test results and related information via the IMS. Specifically, the Provider shall:
 - a. Report test results for urine and oral fluid on the next business day. Test results for hair and bloods specimens shall be reported within five business days;
 - b. Segment results and test data by supervising case manager;
 - c. Conduct data analysis on specimen results to discern new use from residual use;
 - d. Assist with results interpretation; and
 - e. Provide consultation and results interpretation in-person and/or via teleconference on an as needed basis.
 8. **Information Reporting:** The IMS shall provide the Court with program analytics that aid the Court in data analysis and report generating functions. Reports shall be sortable by supervising officer and at a minimum shall include:
 - a. Detailed and summary results;
 - b. Individual test reports;
 - c. Donor test history;
 - d. An overview all testing activities; and
 - e. Detailed views of the historic and future testing calendars, among others.

9. **Primary Contact:** Provider will designate a primary contact. Such contact may be changed from time to time as communicated by Provider.
10. **Expert Testimony:** Provider shall provide legal affidavits and/or expert testimony upon request. the Court will work with Provider to provide as much advance notice as possible for expert testimony needs.
11. **Newsletter:** Provider shall provide a free electronic newsletter, published monthly that covers topics in the criminal justice and public safety markets, including topics on emerging trends in the manufacturing and abuse of designer drugs and research and reporting on issues related to substance abuse.
12. **Training & Orientation Sessions:** Provider will conduct training and orientation sessions for judges, attorneys, and Court staff with respect to alcohol and drug testing process. Provider will work with the Court to mutually schedule the training and orientation sessions.
13. **Monthly Account Summary:** Provider will report testing fees and patient co-pays to provide a monthly account summary and invoice within ten (10) calendar days following the completion of a month. Additional invoice analysis or reporting requirements may incur additional fees.

SERVICE FEES

Service	Price per Unit of Service
Standard Screen Panel comprised of any of five (5) of the following assays plus ETG and one (1) other Specialty Assay: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$7.00 / panel* * Pricing based on estimated volume of 900 samples / month. If volume is less, pricing may increase. *Pricing for initial year only. Each subsequent year will increase 3%.
Standard Drug Add-on List: Amphetamines (amphetamines, ecstasy, methamphetamines), barbiturates, benzodiazepines, cannabinoids (THC), cocaine, ecstasy, methadone, methamphetamine, opiates (morphine, heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone), PCP, and propoxyphene	\$ 0.50 / test
Specialty Drug Add-on List: Buprenorphine, Carisoprodol, ETG, Fentanyl, Gabapentin, Heroin, Ketamine, LSD, Meperidine, Tramadol, or Zolpidem	\$2.50 / test
Synthetic Cannabinoids Urine Analysis	\$25.00 / test
Synthetic Stimulants Urine Analysis (Bath Salts)	\$35.00 / test
Standard Oral Fluid Panel (Benz, Coc, Meth, Opiates, & THC)	\$19.50 / panel
Oral Fluid Add-ons (buprenorphine, methadone, oxycodone, and tramadol)	\$1.00 / panel
BAC Only	\$3.00 / test
Hair Test	\$145.00 / panel
Transdermal	\$65.00 / panel
Standard Confirmation Test	\$19.95 / test
Expert Witness Testimony	\$750.00 / 2-day session
Litigation Packet	\$150.00 / packet
Case Management System	Included, No Charge
Random Selection	Included, No Charge
Client Notification System	Included, No Charge
Video Testimony	Included, No Charge
Training & Consultation Sessions	Included, No Charge
Participation in Court Staffing Sessions (if Option is selected)	Included, No Charge
Additional Invoice Analysis/Customization	TBD

Resolution

Number 18-0963

Adopted Date June 19, 2018

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 82 AND 86 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Reports 82 and 86 approving ;Acknowledgement: Data Conversion for Mason-Pamet is no longer a Go Live Deliverable due to lack of information provided to TriTech; Acknowledgement: Install of ArcServe licenses; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Reports 82 and 86; 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—TriTech Software Systems
Telecom (file)



Warren County Sales Order 6395 Task Completion Report 82

29MAY 08:07AM

Effective Date: 05/17/2018

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

1. **Acknowledgement:** Data Conversion for Mason-Pamet is no longer a Go Live Deliverable due to lack of information provided to TriTech
2. Client acknowledges that if Mason proceeds with Data Conversion from PAMET TriTech resources will be engaged and scheduled at such time.

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

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

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

Approvals

Client Project Manager	Print Name: <u>Tom Grossmann</u>	Date: <u>6/19/18</u>
	Signature: <u>[Signature]</u>	
TriTech Project Manager	Print Name: <u>Jameson Gartner</u>	Date: <u>05/17/2018</u>
	Signature: <u>[Signature]</u>	



Warren County Sales Order 6395 Task Completion Report 86

Effective Date: 05/29/2018

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

Acknowledgement: Install of ArcServe licenses (2)

Reference TCR 62 for ArcServe license key delivery. Client acknowledges these license keys have been installed in their environment. ARCSERVE High Availability Enterprise Server Government –Product plus 3 year Enterprise Maintenance

This task is considered completed and closed.

Upon receipt of this fully executed Document, TriTech will provide an invoice for the following Deliverables:

Description	Amount
Third Party services/product due at installation	\$9,815.00

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

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

Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:

Tom Grossmann

Date:

6/19/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

Jameson Gartner

Date: 05/29/2018

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0964

Adopted Date June 19, 2018

ENTER INTO CUSTOMER SERVICE AGREEMENT WITH UNIFIRST ON BEHALF OF
WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Warren County Telecommunications will be acquiring uniform rental service from
UniFirst; and

NOW THEREFORE BE IT RESOLVED, to enter into a customer service agreement with
UniFirst on behalf of Warren County Telecommunications; as attached hereto and 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—UniFirst
Telecom (file)



NEW ACCOUNT EXISTING ACCOUNT
 INSTALLATION DATE _____ MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Warren County Telecommunications LOC. NO. 083
 ADDRESS 500 Justice Center Dr ROUTE NO. _____
Lebanon, OH 45036 DATE 5/31/2018
 PHONE 513-695-1319 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED									
ITEM DESCRIPTION	LOST PRODUCT	MERCH. BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
12UH Carpenter Jeans						.28			
04MR Pocket Polo						.32			
04UM Slate Microcheck						.22			
10AI Cargo Pants						.34			
1271 Cargo Shorts						.31			
1122 Pleated Pant						.30			
10HD Relaxed Fit Jean						.34			
04AR Button Down Plain Shlrt						.34			
1002 Work Pants						.27			

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

CHARGE	AMOUNT
Garment preparation per piece	1.00
Name emblem per piece	1.50
Company emblem per piece	2.50
Direct Embroidery: Wearer name per piece	1.50
Company name per piece	3.50
DEFE (See description on reverse side)	5.00

CHARGE	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	

APPROVED AS TO FORM

Adam M. Nice
 Adam M. Nice
 Asst. Prosecuting Attorney

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge³

COMMENTS
All garment prep fees/sizes waived at installation.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all Customer Service Agreement Terms above and on Page 2⁴ and attests to have the authority to execute for the named CUSTOMER and to approve use of any personalization - including logos or brand identities - that has been requested.

SALES REP: Mark Grady 6-4-18
 SALES REP (Print Name) DATE

ACCEPTED: Tom Grossmann 6/4/18
 CUSTOMER (Signature) DATE

ACCEPTED⁵: _____
 LOCATION MANAGER (Signature) DATE

CUSTOMER (Print Name and Title)
Tom Grossmann, President

LOCATION MANAGER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.
⁶ Customer Service Agreement Terms on Page 2 must be signed by CUSTOMER and must accompany all copies of Customer Service Agreement

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. The Customer orders from UniFirst Corp. ("UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") of the type listed on the reverse, at the prices and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term [redacted] for deficiencies in services and/or quality of Merchandise unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least sixty (60) days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within sixty (60) days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst; providing that all previous balances due UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the service provided for in this Agreement, by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or of any renewal date. [redacted]

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Any Merchandise payments required pursuant to this Agreement will be at UniFirst's list replacement price(s) then in effect. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/ invoices.

On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within ten days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per standard terms. A late charge of 1 1/2% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment, UniFirst, may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFERRED CHARGE. Customer's invoices may include a DEFERRED charge to cover all or portions of certain expenses including:

- D = DELIVERY, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
- E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.
- F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.
- E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections.

Flame Resistant. If the Merchandise supplied is designated as flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR garments will not provide significant protection from burns in the immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR garments are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility. If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular Class I, Class II or Class III ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of visibility Merchandise will adversely affect its conspicuity.

Healthcare/Food-Related. Healthcare and food-related customers acknowledge that (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for Customer's needs, and (2) optional poly-bagging is recommended to reduce the risk of cross-contamination of Merchandise and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* Poly-bag services incur additional charges.)

Customer agrees to notify all employees that the Merchandise is for general occupational use and, except for FR or visibility garments, affords no special wearer protections. Customer further agrees to notify all employees who will be wearing FR or visibility garments that such garments provide only limited protection as set forth herein and only under certain conditions. In addition, Customer acknowledges that (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses, (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use, (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation FR and visibility garments), and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

If any Merchandise supplied hereunder is Merchandise that (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand), (2) consists of non-UniFirst manufactured or customized FR garments, or (3) consists of garments that have been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's service program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all Standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

[REDACTED SECTION]

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to a Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein, means UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature _____ Date _____ (I have read and agree to all of the above Terms.)

APPROVED AS TO FORM
[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 18-0965

Adopted Date June 19, 2018

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

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

Butler Technology and Career Development Schools
3603 Hamilton-Middletown Road,
Fairfield Township, Ohio 45011

Napier Truck Driver Training
3113 Dixie Highway
Hamilton, Ohio 45015

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County
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 **Butler Technology and Career Development Schools, 3603 Hamilton-Middletown Road, Fairfield Township, Ohio 45011**, 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, 2019. 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.

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.

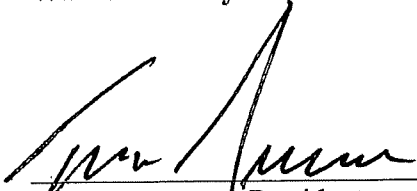
Assurances and Certifications:

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. 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

Signature Page

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

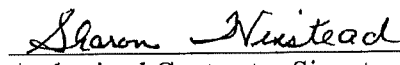
Warren County Board of Commissioners



Tom Grossmann, President

6/19/18
Date

Contractor



Authorized Contractor Signature

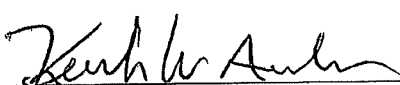
June 14, 2018
Date

Sharon Winstead

Typed Name of Authorized Contractor

June 14, 2018
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-14-18
Date

OFFICES OF WARREN COUNTY, OHIO

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 24084

Lebanon, Ohio

Date 05/31/18

Vendor Name Butler Tech

Vendor # 83085

Fund # 258

Street 3603 Hamilton Middletown Rd

Trans. Code _____

Subfund # _____

City, State, Zip Fairfield Township, OH, 45011

Prog. Code _____

Function # 5800

Remittance Address (Required)

Class. Code _____

Object # 603

Street Same

City, State, Zip _____

Subaccount _____

Memo ITA'S

Total P.O. Amount 999.00

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	Required supplies, uniforms, books, tuition & necessities for adult WLOA training	999.00
	Cost of STNA Class / Course Costs	

OFFICE OR DEPARTMENT

Ohio Means Jobs

SIGNATURE & TITLE

West Jeff Director

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

It is hereby certified that the amount (\$ 999.00) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of

OMJ

Fund free from any obligation or certification now outstanding.

Date Posted 6/7 2018

By Jeff Stigebauer Deputy - MATTHEW M. MATTHEWS, AUDITOR

County Commissioners
(If Applicable)

MT

Date Approved 6.7.18

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

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

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 **Napier Truck Driver Training, 3113 Dixie Highway, Hamilton, Ohio 45015**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as tractor trailer truck driver training.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2019. 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.

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.

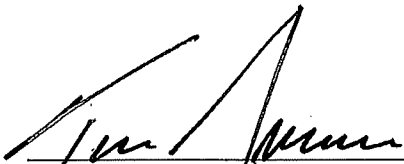
Assurances and Certifications:

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.

Signature Page

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

Warren County Board of Commissioners



Tom Grossmann, President

6/19/18
Date

Contractor



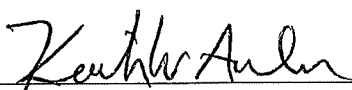
Authorized Contractor Signature

6/14/18
Date

Aimee Napier
Typed Name of Authorized Contractor

6/14/18
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-14-18
Date

PURCHASE ORDER FILE INQUIRY

FAOI25-FAS20

PURCHASE ORDER#. 23767
 EXPENDED AMT. .00
 FUND..... 258
 SUB-FUND.....
 FUNCTION..... 5800
 OBJECT..... 663
 SUB-ACCOUNT..
 VENDOR NUMBER 78603
 APPROVAL DATE 1/05/18
 BLANKET PO... NO
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 12,000.00

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. ITA'S
 WORKFORCE INVESTMENT ACT FUND
 *NONE
 WORKFORCE INVESTMENT
 CLASSROOM TRAINING-ADULT
 *NONE
12,000.00 REMAINING AMOUNT
 Name... NAPIER TRUCK DRIVER TRAINING I
 Address 3113 DIXIE HWY
 HAMILTON, OH 45015

LAST MEMO.. ITA'S

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1		REQUIRED TUITION, FEE'S, WORK-	12000.00
2		BOOKS, TEXTBOOKS AND MEDIA FOR	
3		WIOA PARTICIPANTS.	

F3-RETURN

ROLLUP/ROLLDOWN-CHANGE PAGE

Resolution

Number 18-0966

Adopted Date June 19, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO ON-THE-JOB-TRAINING AGREEMENTS ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into On-the-Job-Training Agreements with the following companies, as attached hereto and made part hereof:

Alfons-Haar
150 Advanced Drive
Springboro, Ohio 45036

Mane, Inc
1093 Mane Way
Lebanon, Ohio 45036

Cincinnati Fan
7697 Snider Rd.
Mason, OH 45040

Tomak Precision
2600 Henkle Drive
Lebanon, Ohio 45036

Eco Development
123 E. Main St.
Mason, OH 45040

Valued Relationship, Inc (VRI)
1400 Commerce Drive
Franklin, OH 45005


Hardy Diagnostics
429 S. Pioneer Blvd.
Springboro, Ohio 45066

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County
OhioMeansJobs (file)



Butler County
Clermont County
Warren County

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American Job Center network

OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between Alfons-Haar (EMPLOYER) and OhioMeansJobs | Warren County (OMJ|BCW) Area 12. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on _____ and shall remain in effect through June 30th, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Alfons-Haar
Address: 150 Advance Dr, Springboro, OH 45066

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Dianne J Price 6/14/18
Authorized Signature Date

Tom Grossmann 6/19/18
Authorized Signature Date

Dianne Price HR Administrator
Printed Name and Title

Tom Grossmann, President
Printed Name and Title

Dianne Price - dprice@alfons-haar.us
Contact Person and E-mail Address

Matt Felty fellym@dca workforce.com
Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM

Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney



KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

PURCHASE ORDER FILE INQUIRY

FAOI25-FAS20

PURCHASE ORDER#. 20581
 EXPENDED AMT. .00
 FUND..... 258
 SUB-FUND.....
 FUNCTION..... 5800
 OBJECT..... 400
 SUB-ACCOUNT..
 VENDOR NUMBER 02575
 APPROVAL DATE 1/05/18
 BLANKET PO... NO
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 4,000.00

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. OJT'S
 WORKFORCE INVESTMENT ACT FUND
 *NONE
 WORKFORCE INVESTMENT
 PURCHASED SERVICES
 *NONE
4,000.00 REMAINING AMOUNT
 Name... ALFONS HAAR INC
 Address 150 ADVANCED DRIVE
 SPRINGBORO, OH 45066

LAST MEMO.. OJT'S

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1		REIMBURSEMENT FOR ON THE JOB	4000.00
2		TRAINING FOR WIOA PARTICIPANTS	

F3-RETURN

ROLLUP/ROLLDOWN-CHANGE PAGE



Butler County
Clermont County
Warren County

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American Job Center network

OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Cincinnati Fan (EMPLOYER)** and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on _____ and shall remain in effect through June 30th, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Cincinnati Fan
Address: 7697 Snider Rd. Mason, OH 45040

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2989

[Signature] 6-14-2018
Authorized Signature Date

[Signature] 6/19/18
Authorized Signature Date

Hinda McGohon HR Manager
Printed Name and Title

Tom Grossmann, President
Printed Name and Title

hmcgohon@cincinnati-fan.com
Contact Person and E-mail Address
513-573-0607

Matt Feltz feltm@ohio-workforce.com
Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM
[Signature]
Keith W. Anderson
Asst. Prosecuting Attorney

KEY PAYMENT DEFINITIONS



Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

PURCHASE ORDER FILE INQUIRY
 PURCHASE ORDER#. 20584
 EXPENDED AMT. .00
 FUND..... 258
 SUB-FUND.....
 FUNCTION..... 5800
 OBJECT..... 400
 SUB-ACCOUNT..
 VENDOR NUMBER 02538
 APPROVAL DATE 1/05/18
 BLANKET PO... NO
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 3,000.00

FAOI25-FAS20

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. OJT'S
 WORKFORCE INVESTMENT ACT FUND
 *NONE
 WORKFORCE INVESTMENT
 PURCHASED SERVICES
 *NONE

3,000.00 REMAINING AMOUNT

Name... CINCINNATI FAN
 Address 7697 SNIDER RD
 MASON, OH 45040

LAST MEMO.. OJT'S

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1		REIMBURSEMENT FOR ON THE JOB	3000.00
2		TRAINING FOR WIOA PARTICIPANTS	

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE



Butler County
Clermont County
Warren County

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American Job Center network

OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Eco Development (EMPLOYER)** and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on _____ and shall remain in effect through June 30th, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCW WIOA AREA 12.


The EMPLOYER and OMJ | BCW WIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

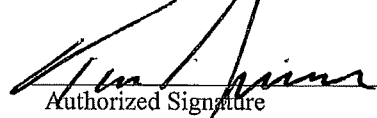
FOR THE EMPLOYER:

Company Name: Eco Development
Address: 123 E. Main St, Mason, OH 45040

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

 _____
Authorized Signature Date 6-14-18

 _____
Authorized Signature Date 6/19/18

KEVIN M CARL _____
Printed Name and Title PRESIDENT


Tom Grossmann, President _____
Printed Name and Title

Kevin@eco-ems.com _____
Contact Person and E-mail Address

Matt Feltz feltmb@drh.worforce.com _____
Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecuting Attorney

KEY PAYMENT DEFINITIONS



Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
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20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER.
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.



Butler County
Clermont County
Warren County

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OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between Hardy Diagnostics (EMPLOYER) and OhioMeansJobs | Warren County (OMJ|BCW) Area 12. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on _____ and shall remain in effect through June 30th, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCW WIOA AREA 12.

The EMPLOYER and OMJ | BCW WIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Hardy Diagnostics
Address: 429 S. Pioneer Blvd, Springboro, OH 45066

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Darla M Previsch 6/12/18
Authorized Signature Date

[Signature] 6/19/18
Authorized Signature Date

Darla M Previsch, CFO
Printed Name and Title

Tom Grossmann, President
Printed Name and Title

Nancy Rademacher rademachern@hardydiagnostics.com
Contact Person and E-mail Address

Matt Feltz OhioMeansJobs
Contact Person and E-mail Address
feltzmb@ohioworkforce.com

OJT Requirements

APPROVED AS TO FORM

OhioMeansJobs | Warren County

[Signature]
Keith W. Anderson
Asst. Prosecuting Attorney



KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
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14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.



Butler County
Clermont County
Warren County
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OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Mane Inc** (EMPLOYER) and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on _____ and shall remain in effect through June 30th, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Mane Inc
Address: 1093 Mane Way, Lebanon, OH 45036

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Jessie M... 6/14/18
Authorized Signature Date

[Signature] 6/14/18
Authorized Signature Date

Jessica Thieme, HR Manager
Printed Name and Title

Tom Grossmann, President
Printed Name and Title

Jessica Thieme jessica.thieme@mane.com
Contact Person and E-mail Address

Matt Feltz matt@ohioworkforce.com
Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM
[Signature]
Keith W. Anderson
Asst. Prosecuting Attorney

KEY PAYMENT DEFINITIONS



Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
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3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.



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OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Tomak Precision (EMPLOYER)** and **OhioMeansJobs | Warren County (OMJBCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on _____ and shall remain in effect through June 30th, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Tomak Precision
Address: 2600 Henkle Dr, Lebanon, OH 45036

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Authorized Signature

6-14-18

Date

Authorized Signature

6/19/18

Date

Al Schaefer Jr General manager

Printed Name and Title

Tom Grossmann, President

Printed Name and Title

AS Schaefer AJ@Tomak.com

Contact Person and E-mail Address

Matt Feltz feltmb@ohioworkforce.com

Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

KEY PAYMENT DEFINITIONS

OhioMeansJobs | Warren County

300 East Silver St. Lebanon, OH 45005 | P 513.695.1130 | F 513.695.2989 | <http://ohiomeansjobs.com/warren>

WIOA 130 OJT Agreement (Rev. 11/30/2017)



Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
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16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
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21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

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3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

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3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the deferminations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.



Butler County
Clermont County
Warren County

A proud partner of the
American Job Center network

OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Valued Relationships Inc** (EMPLOYER) and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on _____ and shall remain in effect through June 30th, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Valued Relationships Inc.
Address: 1400 Commerce Drive, Franklin, OH 45066

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Rebecca J Doliboa 6/15/18
Authorized Signature Date

Tom Grossmann 6/19/18
Authorized Signature Date

Rebecca J Doliboa Staffing Specialist
Printed Name and Title

Tom Grossmann, President
Printed Name and Title

bdoliboa@vricare.com
Contact Person and E-mail Address

Matt Kelly mkelly@diouahforce.com
Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM

Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney

OhioMeansJobs | Warren County

300 East Silver St. Lebanon, OH 45005 | P 513.695.1130 | F 513.695.2989 | <http://ohiomeansjobs.com/warren>

WIOA 130 OJT Agreement (Rev. 11/30/2017)



KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

PURCHASE ORDER FILE INQUIRY
 PURCHASE ORDER#. 24079
 EXPENDED AMT. 1,684.82
 FUND..... 258
 SUB-FUND.....
 FUNCTION..... 5800
 OBJECT..... 400
 SUB-ACCOUNT..
 VENDOR NUMBER 86853
 APPROVAL DATE 1/05/18
 BLANKET PO... NO
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 10,000.00

FAOI25-FAS20

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. OJT'S
 WORKFORCE INVESTMENT ACT FUND
 *NONE
 WORKFORCE INVESTMENT
 PURCHASED SERVICES
 *NONE

8,315.18 REMAINING AMOUNT

Name... VALUED RELATIONSHIPS INC
 Address 1400 COMMERCE CENTER DRIVE
 FRANKLIN, OH 45005

LAST MEMO.. OJT'S

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1		REIMBURSEMENT FOR ON THE JOB	10000.00
2		TRAINING FOR WIOA PARTICIPANTS	

F3-RETURN

ROLLUP/ROLLDOWN-CHANGE PAGE

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0967

Adopted Date June 19, 2018

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Refunds file

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

Resolution

Number 18-0968

Adopted Date June 19, 2018

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

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

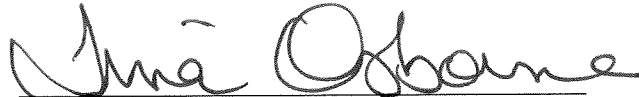
Veterans	\$1,878.08
Veterans	\$1,400.00

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

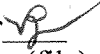
Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Veterans (file)
OMB

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

Resolution

Number 18-0969

Adopted Date June 19, 2018

ACKNOWLEDGE PAYMENT OF BILLS

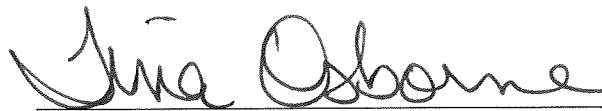
BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #6/14/2018 #001, #6/14/2018 #002, #6/14/2018 003, #6/14/2018 004, #6/14/2018 005 and #6/14/2018 006; said batches are attached hereto and made a part hereof.

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


Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 18-0970

Adopted Date June 19, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR FISCHER DEVELOPMENT COMPANY, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR MIAMI BLUFFS, SECTION FIFTEEN SITUATED IN HAMILTON TOWNSHIP

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

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

BOND REDUCTION

Bond Number	:	15-004 (P/S-M)
Development	:	Miami Bluffs, Section Fifteen
Developer	:	Fischer Development Company
Township	:	Hamilton
Reduction Amount	:	\$18,393.25
Surety Company	:	Westchester Fire Ins. Co. (K09133471)


BE IT FURTHER RESOLVED: the original amount of bond was \$52,597.09 and after the above reduction, the remaining bond amount is \$34,203.84.

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Fischer Dev. Co., Attn: Dave Stroup 3940 Olympic Blvd, Ste 100 Erlanger, KY 41018
Westchester Fire Ins. Co., 524 West Monroe Street, Ste 700 Chicago, IL 60661
Engineer (file)
Bond Agreement file

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

Resolution

Number 18-0971

Adopted Date June 19, 2018

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH SORAYA FARMS, LLC FOR SORAYA FARMS LIFESTYLE COMMUNITY, SECTION 3 SITUATED IN CLEARCREEK TOWNSHIP

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

RELEASE

Bond Number	:	15-016 (W/S)
Development	:	Soraya Farms Lifestyle Community, Section 3
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$12,423.67
Surety Company	:	First Financial Bank, N.A. (LOC820110338)

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Soraya Farms, LLC, Attn: Shery Oakes, 8534 Yankee Street, Dayton OH 45458
First Financial Bank, N.A., Attn: Brad Cummings, 300 High Street, Hamilton OH 45011
Water/Sewer (file)
Bond Agreement file

Resolution

Number 18-0972

Adopted Date June 19, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH ERBECK DEVELOPMENT COMPANY, LTD FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KENSINGTON, PHASE 1, BLOCK "B", SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	:	18-009 (W/S)
Development	:	Kensington, Phase 1, Block "B"
Developer	:	Erbeck Development Company, LTD.
Township	:	Deerfield
Amount	:	\$29,462.93
Surety Company	:	RLI Insurance Company (CMS0330485)

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Erbeck Development Co. LTD., 3940 Olympic Blvd., Suite 100, Erlanger, KY 41018
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

18-009 (W/S)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Kensington
Subdivision, Phase 1 Block B (3) (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$294,629.25,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; 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 \$0.00 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 \$29,462.93 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Erbeck Development Company, Ltd.

Attn: Dave Stroup

3940 Olympic Blve. Suite 100

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W. Van Buren, Suite 350

Chicago, IL 60607

Ph. (312) 675 - 4143

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

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

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

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

___ Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:


SURETY:

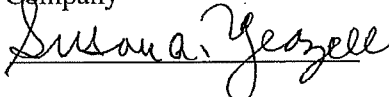
Pursuant to a resolution authorizing the undersigned to execute this agreement.

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

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

RLI Insurance Company

By: 
 Todd E. Huss, Vice President

SIGNATURE: 

PRINTED NAME: Susan A. Yeazell

TITLE: Attorney-in-Fact


Date: 6/5/18

DATE: June 4, 2018

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0972, dated 6/19/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann


TITLE: President

DATE: 6/19/18

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

Bond No. CMS0330485

MAINTENANCE BOND

Know All Men By These Presents, That we, Erbeck Development Company, Ltd.
3940 Olympic Blvd, Suite 100, Erlanger, KY 41018
as Principal, and RLI Insurance Company, a corporation
organized under the laws of the State of Illinois with principal place at
525 W. Van Buren, Suite 350, Chicago, IL 60607, as Surety, are held and
firmly bound unto Warren County Board of Commissioners, 406 Justice Drive,
Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Twenty-Nine
Thousand Four Hundred Sixty-Two and 93/100 (\$29,462.93)
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

DATED this 4th day of June, 20 18.

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

Water and Sanitary Sewer in Kensington Subdivision, Phase 1 Block B
in Deerfield Township, Warren County, OH

and

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

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is
said Principal shall, for a period of One (1) years from and after the 4th
day of June, 20 18, indemnify the Obligee against any loss or
damage directly arising by reason of any defect in the material or workmanship which
may be discovered within the period aforesaid, then this obligation shall be void;
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said
Principal, written statement of the particular facts showing such default and the date
hereof shall be delivered facts showing such default and the date thereof shall be
delivered to the Surety by certified mail, at its Home Office in 525 W. Van Buren,
Ste350, Chicago, IL 60607 promptly and in any event within thirty (30) days after the
Obligee or his representative shall learn of such default; and that no claim suit, or action
by or reason of any default of the Principal shall be brought hereunder after the
expiration of thirty (30) days from the end of the maintenance period as herein set forth.

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

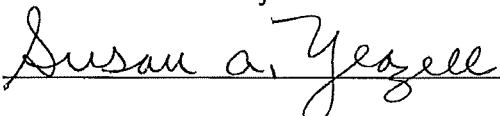
Principal

By: 

Its: Todd E. Huss, Vice President

RLI Insurance Company

Surety

By: 

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, jointly or severally

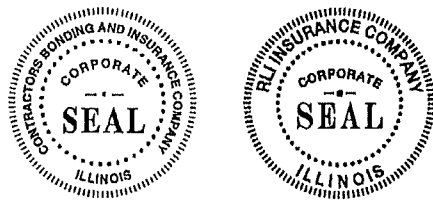
in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 22nd day of November, 2017.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

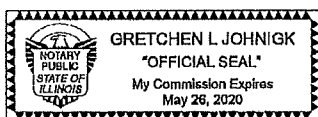
CERTIFICATE

On this 22nd day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 4th day of June, 2018.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



Resolution

Number 18-0973

Adopted Date June 19, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH ERBECK DEVELOPMENT COMPANY, LTD. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KENSINGTON, PHASE 1, BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

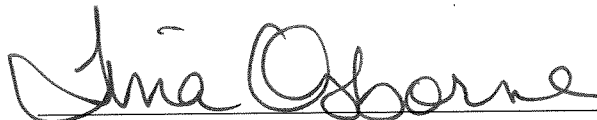
Bond Number	:	18-008 (P/S)
Development	:	Kensington, Phase 1, Block "B"
Developer	:	Erbeck Development Company, Ltd.
Township	:	Deerfield
Amount	:	\$97,442.93
Surety Company	:	RLI Insurance Company (CMS0330484)

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

Resolution adopted this 19th day of June 2018.

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
(including Sidewalks)**

Security Agreement No.

18-008 (P/S)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Kensington
Subdivision, Section/Phase ^{Phase 1,} Block B (3) (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$302,185.85,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$74,956.10; 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 \$97,442.93 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 \$60,437.17 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Erbeck Development Company. Ltd.

Attn: Dave Stroup

3940 Olympic Boulevard Suite 100

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W. Van Buren, Suite 350

Chicago, IL 60607

Ph. (312) 675 - 4136

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

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

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

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

___ Original Escrow Letter (attached)

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

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

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

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

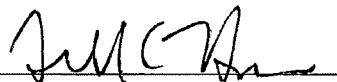
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

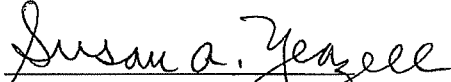
DEVELOPER: Erbeck Development Company, Ltd.
By: Kensington Development Co. of Ohio, LLC
Its: Sole Member

SURETY: RLI Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazel

TITLE: Vice President

TITLE: Attorney-in-Fact


DATE: 6/5/18

DATE: June 4, 2018

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0973, dated 6/19/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 6/19/18

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

PERFORMANCE BOND

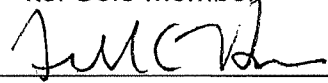
KNOW ALL MEN BY THESE PRESENTS that, Erbeck Development Company, Ltd., as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Ninety-Seven Thousand Four Hundred Forty-Two and 93/100 Dollars (\$97,442.93) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances including Sidewalks in Kensington Phase 1, Block B Subdivision in Deerfield Township, Warren County, OH.

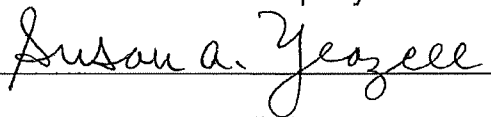
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances including Sidewalks in Kensington Phase 1, Block B Subdivision in Deerfield Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Ninety-Seven Thousand Four Hundred Forty-Two and 93/100 Dollars (\$97,442.93) and no more.

SIGNED AND DATED THIS 4th day of June , 2018

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

By: 
Todd E. Huss, Vice President

Surety: RLI Insurance Company

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 22nd day of November, 2017.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 22nd day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 14th day of June, 2018.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



Resolution

Number 18-0974

Adopted Date June 19, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION 5, PHASE C SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	:	18-010 (W/S)
Development	:	Shaker Run Subdivision, Section 5, Phase C
Developer	:	Grand Communities, LLC.
Township	:	Turtlecreek
Amount	:	\$4,608.73
Surety Company	:	RLI Insurance Company (CMS0330489)

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Dave Stroup, 3940 Olympic Blvd, Suite 100, Erlanger KY 41018
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

18-010 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC
(f/k/a Grand Communities, Ltd.) (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run
Subdivision, Section 5, Phase C (3) (hereinafter the "Subdivision") situated in
Turtlecreek (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 \$46,087.30,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
0.00; 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 0.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$4,608.73 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:

Grand Communities, LLC

Dave Stroup

3940 Olympic Boulevard, Suite 100

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W. Van Buren, Suite 350

Chicago, IL 60607

Ph. (312) 675 - 4143

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.**

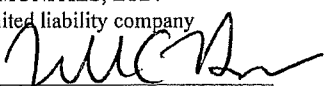
- 17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners 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.

GRAND COMMUNITIES, LLC
 f/k/a GRAND COMMUNITIES, LTD.
 a Kentucky limited liability company

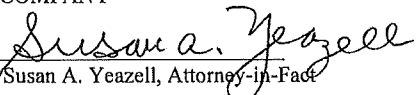
By: 
 Todd E. Huss, President

DATE: 6/14/18

SURETY:

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

RLI INSURANCE COMPANY

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

DATE: June 13, 2018

[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 18-0974, dated 6/19/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

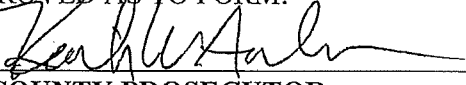
TITLE: President

DATE: 6/19/18

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

Bond No. CMS0330489

MAINTENANCE BOND

Know All Men By These Presents, That we, Grand Communities, LLC (f/k/a Grand Communities, Ltd.), 3940 Olympic Blvd, Suite 100, Erlanger, Kentucky 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois with principal place 525 W. Buren Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum Four Thousand Six Hundred Eight and 73/100, (\$ 4,608.73), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 13th day of June, 20 18.

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

Water and/or Sanitary Sewer in Shaker Run Subdivision, Section 5, Phase C (3) located in Turtlecreek Township, Warren County, Ohio

and


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

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) years from and after the 13th day of June, 20 18, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be Delivered to the Surety by certified mail, at 525 W. Buren

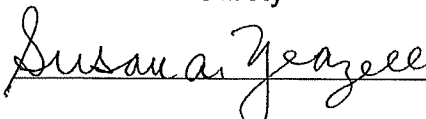
or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC
f/k/a Grand Communities, Ltd.
A Kentucky limited liability company
Principal

By: 

Its: Todd E. Huss, President

RLI Insurance Company
Surety

By: 

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, jointly or severally

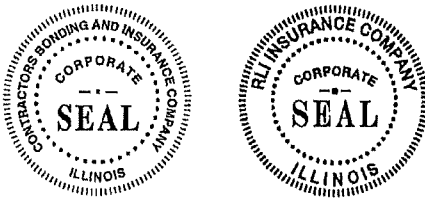
in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 22nd day of November, 2017.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 22nd day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 20th day of JUNE, 2018.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



Resolution

Number 18-0975

Adopted Date June 19, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION FIVE, PHASE "C" SITUATED IN TURTLECREEK 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

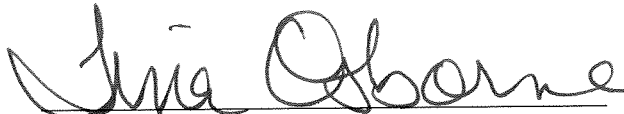
Bond Number	:	18-009 (P/S)
Development	:	Shaker Run, Phase Five, Block "C"
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$54,042.69
Surety Company	:	RLI Insurance Company (CMS0330490)

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(Including Sidewalks)**

Security Agreement No.

18-009 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC
(f/k/a Grand Communities, Ltd.) (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run
Subdivision, Section 5 Phase C (3) (hereinafter the "Subdivision") situated in
Turtlecreek (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 \$144,567.12,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$41,571.30; 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 \$54,042.69 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 \$28,913.42 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:

Grand Communities, LLC

3940 Olympic Blvd. Suite 100

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W. Van Buren Suite 350

Chicago, IL 60607

Ph. (312) 675 - 4143

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.

GRAND COMMUNITIES, LLC
f/k/a GRAND COMMUNITIES, LTD.
a Kentucky limited liability company

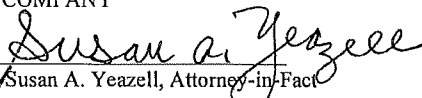
By: 
Todd E. Huss, President

DATE: 6/15/18

SURETY:

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

RLI INSURANCE COMPANY

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

DATE: June 15, 2018

[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 18-0975, dated 6/19/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 6/19/18

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

PERFORMANCE BOND


KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, Ltd., as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Fifty-Four Thousand Forty-Two and 69/100 Dollars (\$54,042.69) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances Including Sidewalks in Shaker Run Subdivision, Section 5, Phase C in Turtlecreek Township, Warren County, OH.

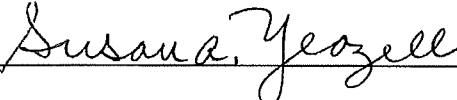
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances Including Sidewalks in Shaker Run Subdivision, Section 5, Phase C in Turtlecreek Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Fifty-Four Thousand Forty-Two and 69/100 Dollars (\$54,042.69) and no more.

SIGNED AND DATED THIS 15th day of June, 2018

Principal: Grand Communities, LLC
f/k/a Grand Communities, Ltd.
a Kentucky limited liability Company

By: 
Todd E. Huss, President

Surety: RLI Insurance Company

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 22nd day of November, 2017.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 22nd day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15th day of June, 2018.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary





USI Insurance Services
720 E Pete Rose Way
Suite 400
Cincinnati, OH 45202
www.usi.com
Tel: 513.657.3116

June 14, 2018

Ms. Christina Spenlau
Fischer Group
3940 Olympic Blvd, Suite 100
Erlanger, KY 41018

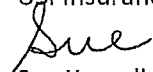
RE: Shaker Run Section 5 Phase C

Dear Christina:

Enclosed is the \$54,042.69 Performance Bond & Security Agreement requested for the captioned subdivision.

If you any questions, please do not hesitate to call.

Sincerely,
USI Insurance Services National, Inc.


Sue Yeazell

Account Executive
513-964-1015

Enclosures

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

Resolution

Number 18-0976

Adopted Date June 19, 2018

APPROVE VARIOUS RECORD PLATS

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

- Kensington Phase 1 Block "B" – Deerfield Township
- Kensington Phase 1 Block "B" Easement Plat – Deerfield Township
- Shaker Run Section Five Phase C – Turtlecreek 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 18-0977

Adopted Date June 19, 2018

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

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

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

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

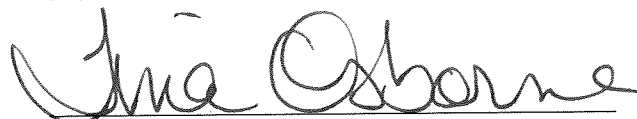
\$ 22,023.29	from	#202-3120-210	(Engineer – Office Supplies)
\$ 23,282.39	from	#202-3120-400	(Engineer – Purchased Services)
\$ 844.44	from	#205-6710-317	(BDD – Capital Purchases under \$10,000)
\$ 13,421.41	from	#205-6710-400	(BDD – Purchased Services)
\$362,644.09	from	#205-6710-820	(BDD – Health Insurance)
\$ 279.00	from	#205-6710-850	(BDD – Training, Education)
\$ 10,680.83	from	#205-6710-910	(BDD – Other Expense)

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Decrease file
Engineer (file)
Developmental Disabilities (file)
OMB

Resolution

Number 18-0978

Adopted Date June 19, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO CLERK OF COURTS'
CERTIFICATE OF TITLE ADMINISTRATION FUND #250 -1260

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 2,015.00	into	250-1260-102	(Regular Salaries)
\$ 11,100.00	into	250-1260-820	(Health Insurance-General)
\$ 1,700.00	into	250-1260-910	(Other Expenses)

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Clerk of Courts (file)
OMB

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

Resolution

Number 18-0979

Adopted Date June 19, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #630

BE IT RESOLVED, to approve the following supplemental appropriation:

\$35,824.20 into #630-2200-320 (Capital Purchases \$10,000.00 and over)


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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 18-0980

Adopted Date June 19, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS FUND #101-1110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$13,000.00 from #101-1110-400 (Commissioner – Purchased Services)
into #101-1110-210 (Commissioner – Office Supplies)

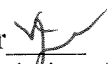
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Commissioner file
OMB

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

Resolution

Number 18-0981

Adopted Date June 19, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT FUND
#101-1220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 2,000.00 from #101-1220-160 (Visiting Judges)
 into #101-1220-317 (Capital Purchases Under \$10,000)

\$ 3,000.00 from #101-1220-181 (Court Reporter – Contract)
 into #101-1220-317 (Capital Purchases Under \$10,000)

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-0982

Adopted Date June 19, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #101-2810

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 500.00 from #101-2810-910 (Other Expense)
 into #101-2810-855 (Clothing)

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 18-0983

Adopted Date June 19, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES /
COMMUNICATIONS CENTER FUND #101-2850

BE IT RESOLVED, to approve the following appropriation adjustment:


\$600.00 from #101-2850-210 (Office Supplies General)
 into #101-2850-317 (Capital Purchases under 10,000)

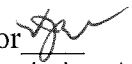
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-0984

Adopted Date June 19, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE CLERK OF COURT'S
CERTIFICATE OF TITLE ADMINISTRATION FUND #250-1260

BE IT RESOLVED, to approve the following appropriation adjustments:

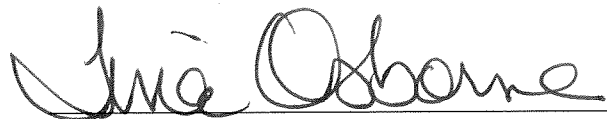
\$ 1,500.00	from #250-1260-114	(Overtime Pay)
	into #250-1260-080	(State Sales Tax)
\$ 450.00	from #250-1260-830	(Workers Compensation-DAWR)
	into #250-1260-430	(Utilities-General)
\$ 90.00	from #250-1260-830	(Workers Compensation-DAWR)
	into #250-1260-811	(P.E.R.S.)

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-0985

Adopted Date June 19, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN HEALTH INSURANCE FUND #632 AND WORKERS COMP SELF INSURED FUND #636

BE IT RESOLVED, to approve the following appropriation adjustments in order to process vacation and sick leave payout for Deborah Cooke, former employee of OMB:

\$1,678.44	from #632-0100-102	(Benefits – Regular Salaries)
	into #632-0100-881	(Benefits – Sick Leave Payout)
\$ 372.06	from #632-0100-830	(Benefits – Workers’ Compensation)
	into #632-0100-881	(Benefits – Sick Leave Payout)
\$ 559.94	from #632-0100-830	(Benefits – Worker Compensation)
	into #632-0100-882	(Benefits – Vacation Leave Payout)
\$1,443.21	from #636-0110-102	(Benefits – Regular Salaries)
	into #636-0110-881	(Benefits – Sick Leave Payout)
\$ 607.49	from #636-0110-830	(Benefits – Workers Compensation)
	into #636-0110-881	(Benefits – Sick Leave Payout)
\$ 565.20	from #636-0110-830	(Benefits – Workers’ Compensation)
	into #636-0110-882	(Benefits – 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Commissioners file
OMB (file)

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

Resolution

Number 18-0986

Adopted Date June 19, 2018

AUTHORIZE PAYMENT OF BILLS


BE IT RESOLVED, to authorize payment of bills as submitted on Batches #06/19/2018 001, #06/19/2018 002, #06/19/2018 003, #06/19/2018 004, #06/19/2018 005, #06/19/2018 006, #06/19/2018 007; 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 18-0987

Adopted Date June 19, 2018

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR SORAYA FARMS LLC FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS SECTION 5 SITUATED IN CLEARCREEK TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Soraya Farms, Section 5
Developer	:	Soraya Farms LLC
Township	:	Clearcreek
Amount	:	\$22,492.60
Surety Company	:	Unity National Bank (LOC #1224210404072)

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

This Agreement made and concluded at Lebanon, Ohio, by and between Soraya Farms LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Unity National Bank, Division of the Park National Bank (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Soraya Farms Single Family Subdivision, Section/Phase 5 (3) (hereinafter the "Subdivision") situated in Clearcreek (4) Township, Warren County, Ohio, in accordance with the Warren County Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$17,302.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$17,302.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$22,492.60 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the Director of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$3,460.40 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director of the Warren

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

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

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

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

A. To the County Commissioners:

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

B. To the Soil & Water Conservation District:

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

C. To the Developer:

Soraya Farms LLC.

8534 Yankee Street

Dayton, OH 45458

Ph. (937) 438 - 3667

D. To the Surety:

Unity National Bank, Division of The Park National Bank

Attn: Commercial Loans

212 N. Main St., PO Box 913

Piqua, OH 45356

Ph. (937) 615 - 1069

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 # _____**)

X **Original Letter of Credit** (attached) (**LETTER OF CREDIT # 1224210404072**)

_____ **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).

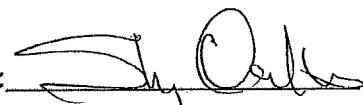
_____ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's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

SIGNATURE: 

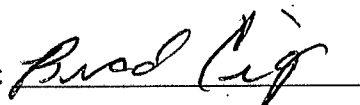
PRINTED NAME: Shery Oakes

TITLE: President

DATE: _____

SURETY:

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

SIGNATURE: 

PRINTED NAME: Bradley Cummings

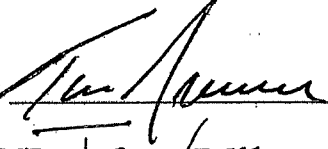
TITLE: Vice President

DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0987, dated 6/19/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

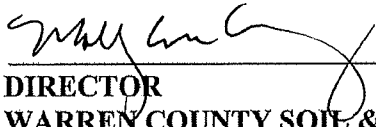
SIGNATURE: 

PRINTED NAME: Tom Grossmann

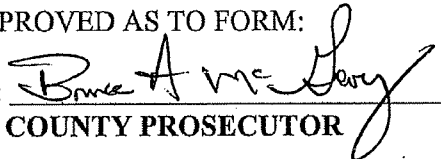
TITLE: President

DATE: 6/19/18

RECOMMENDED BY:

By: 
**DIRECTOR
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Unity National Bank

DIVISION OF THE PARK NATIONAL BANK

215 North Wayne Street
Piqua, Ohio 45356
UnityNationalBk.com
Phone: 937.773.0752
Fax: 937.778.0723

April 27, 2018

To the Beneficiary:
Board of Warren County Commissioners
Warren County Soil and Water Conservation District
Mr. Dave Gully, Administrator
406 Justice Dr.
Lebanon, Ohio 45036

Irrevocable Letter of Credit #1224210404072

Dear Mr. Gully:

We hereby establish our Irrevocable Standby Letter of Credit No. 1224210404072 in your favor for the account of Soraya Farms, LLC for improvements in Phase V of Soraya Farms residential subdivision, Erosion and Sediment Control, Warren County, Ohio up to an aggregate amount of Twenty-two Thousand Four Hundred Ninety-two and 60/100 (\$22,492.60) available by your draft(s) at sight drawn on Unity National Bank, Division of The Park National Bank.

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 the amount of the accompanying draft represents an amount due and payable as a result of the fact that Soraya Farms, LLC has defaulted in the performance of installation and maintenance of improvements within Soraya Farms, LLC Phase IV of Soraya Farms LLC residential subdivision, in accordance with the Security Agreement for Erosion and Sediment control.
- 2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under Unity National Bank, Division of The Park National Bank, Standby Letter of Credit No. 1224210404072."

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Unity National Bank, 212 N Main St., Piqua, Ohio 45356 not later than the expiration date of April 27, 2020, or any future expiration date.

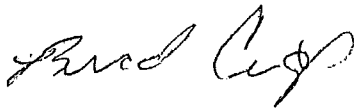
It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify Mr. Dave Gully, Warren County 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.

"The Security Agreement reference by this Letter of Credit and all of its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein as if fully rewritten."

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall as to matters not governed by ISP98, 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.

Sincerely,

Unity National Bank, Division of The Park National Bank

A handwritten signature in black ink, appearing to read "Bradley Cummings". The signature is written in a cursive, flowing style.

Bradley Cummings
Vice President

Resolution

Number 18-0988

Adopted Date June 19, 2018

APPROVE BOND RELEASE FOR SORAYA FARMS LLC FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS SECTION 5 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	:	Soraya Farms, Section 5
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$22,492.60
Surety Company	:	Huntington Bank – Cashier’s Check #201225087

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

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-0989

Adopted Date June 19, 2018

RESOLUTION LEVYING AN ADDITIONAL ANNUAL COUNTY MOTOR VEHICLE LICENSE TAX OF \$5.00 ON ALL MOTOR VEHICLES REGISTERED IN WARREN COUNTY IN ACCORDANCE WITH OHIO REVISED CODE SECTION 4504.24 TO FUND THE PLANNING, CONSTRUCTION, IMPROVEMENTS, MAINTENANCE AND REPAIR OF ROADS AND BRIDGES IN WARREN COUNTY, OHIO

WHEREAS, Ohio Revised Code (ORC) Section 4504.24, as enacted by House Bill 26 of the 132nd General Assembly, authorizes a board of county commissioners to adopt a resolution levying an additional motor vehicle license tax upon the operation of motor vehicles on the public roads and highways in the county, which tax is in addition to the tax levied by Section 4503.02, 4503.04, 4503.07, 4503.16 and 4503.18, and any other taxes levied under Chapter 4504 of the Revised Code; and,

WHEREAS, with the Clerk of Commissioners acknowledging publication of a notice of hearing being published in the Journal-News of Lebanon and Mason on May 27, 2018, and again on June 3, 2018, this Board met on June 12, 2018, at 9:45 a.m. and again June 19, 2018, at 9:15 a.m. (the second hearing being not less than 3 days nor more than 10 days after the first hearing) for the purposes of hearing comments necessary for the adoption of the proposed \$5.00 increase to the annual license tax in accordance with Ohio Revised Code Section 4504.24; and

WHEREAS, the Warren County Engineer presented testimony relative to the need for additional funds necessary to adequately finance the planning, constructing, improving, maintaining and repairing of public roads, highways and streets, and the maintaining and repairing of bridges and viaducts; and

WHEREAS, the Warren County Engineer further testified that funding for county roads and bridges comes primarily from (i) gasoline tax, and (ii) motor vehicle registration fees, and that there has been no increase in the gasoline tax since 2006, and that the County receives only a portion of the existing motor vehicle registration fees which have not been increased since 2005; and,

WHEREAS, this Board considered the testimony from those present to speak in favor of the levying of the additional \$5 license tax, and no persons attended either hearing to speak in opposition.

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

1. That the Board of County Commissioners, pursuant to Section 4504.24 of the Ohio Revised Code, hereby determines that it is necessary to levy an additional annual county motor vehicle license tax.

2. That an additional annual license tax is hereby levied pursuant to Section 4504.24 of the Ohio Revised Code; this tax is in addition to any tax levied pursuant to Section 4503.02, 4503.04, 4503.07, 4503.16 and 4503.18 and any other relevant tax levied under this title of the Revised Code; the tax shall be at the rate of five dollars (\$5.00) per motor vehicle on all motor vehicles in the district of registration of which is Warren County, Ohio; and shall continue until repealed.
3. That this Resolution shall become effective thirty (30) days following adoption and is subject to referendum as provided in Sections 305.31 to 305.41 of the Ohio Revised Code.
4. That the Clerk of the Board of County Commissioners shall provide written notice of the adoption of this Resolution to the legislative authority of each municipal corporation and the board of trustees of each township that is located in Warren County in accordance with Section 4504.24 of the Ohio Revised Code.
5. That the Clerk to the Board of County Commissioners is hereby directed to certify a copy of this Resolution to the County Engineer, the County Auditor and the County Treasurer.
6. That the Clerk to the Board of County Commissioners is directed to certify this Resolution to the Bureau of Motor Vehicles, Attention: Tax Distribution Section.

BE IT FURTHER RESOLVED that all formal actions of this Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

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

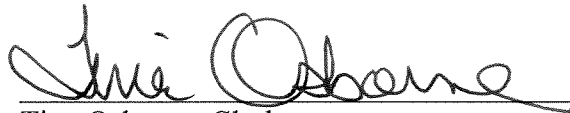
Mr. Grossmann – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file) (certified)
Auditor (certified)
Treasurer (certified)
Ohio Bureau of Motor Vehicles (certified)
Attention: Tax Distribution Section
1970 West Broad Street
Columbus, Ohio 43223
All Warren County Cities, Villages and Townships

Resolution

Number 18-0990

Adopted Date June 19, 2018

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN, AS A COLLABORATIVE PARTNER, THE CITY OF LEBANON'S GRANT APPLICATION FOR THE MULBERRY STREET PLAZA PROJECT TO THE STATE OF OHIO RELATIVE TO REDEVELOPMENT FUNDS MADE AVAILABLE DUE TO THE RELOCATION OF THE HARNESS RACING FROM THE WARREN COUNTY FAIRGROUNDS

WHEREAS, upon formation of the Fairgrounds Redevelopment Committee, former Commissioner Pat South was the designated representative for Warren County; and

WHEREAS, upon Commissioner South's retirement, the County Administrator has been filling the vacancy; and

WHEREAS, as part of the process for receiving the redevelopment grant, the County must counter sign as a collaborative partner, any project applications the City of Lebanon brings forward and vice versa; and

WHEREAS, the City of Lebanon has presented their final project known as the Mulberry Street Plaza project; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign, as collaborative partner, the City of Lebanon's Mulberry Street Plaza Project Grant Application to be submitted to the State of Ohio relative to Fairgrounds Redevelopment funds; said application is attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19th day of June 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: T Zindel
City of Lebanon (file)

EXHIBIT 1

Scope of Work and Project Budget

Grantee Name	City of Lebanon
Project Contact (name, title, address, phone and e-mail)	Scott Brunka, City Manager 50 S. Broadway Lebanon, Oh 45036 513-228-3102 sbrunka@lebanonohio.gov
Collaborative Partner Contact, if applicable (name, title, address, phone and e-mail)	Warren County Board of County Commissioners 406 Justice Drive Lebanon, Ohio 45036

Project Name	Mulberry Street Plaza Project
Property Address	East Mulberry Street; 0-100 Blocks
Acreage	1.15
Parcel Number(s)	N/A; Public Right-of-Way
Latitude and Longitude Center of Property	39.434372, -84.207408

Grant Funds Requested	\$403,290
Leveraged Funding, If applicable	N/A
Total Project Costs	\$403,290

Current Property Owner	City of Lebanon
If the Grantee or Collaborative Partner is not the current owner	
Access agreement in place	If Yes, provide a copy of the agreement If No, provide a status update
Purchase agreement in place	If Yes, provide a copy of the agreement If No, provide a status update if purchase agreement is needed

Required Attachments:

- A. Project Summary and Cost Estimate Document
- B. Project Sources and Uses of Funds
- C. Project Schedule
- D. Applicable Reports
- E. Project Area (Map and Description)

MULBERRY STREET PLAZA

City of Lebanon – Racetrack Redevelopment Grant



ATTACHMENT A: PROJECT SUMMARY AND COST ESTIMATE DOCUMENT

1. Project Summary and Anticipated Outcomes

a. Background information

The City of Lebanon is fortunate to have an outstanding Downtown District that is a focal point for the Community, and also attracts thousands of visitors each year. The historic buildings, quality streetscape amenities, unique businesses, and corporate presence all contribute to the success of Downtown Lebanon. Additionally, Lebanon hosts several local and regional tourist and entertainment events such as the Blues Festival, Country Music Festival, Applefest, Oktoberfest, and the nationally acclaimed Lebanon Horse Drawn Carriage Parade. These festivals combine to attract over 100,000 people to downtown Lebanon each year. All of the festivals utilize public streets such as East Mulberry Street to support their event, and the Community has a strong desire to utilize the East Mulberry Street corridor for additional entertainment and tourism opportunities. As good as Downtown Lebanon currently is, it is important to continue to build on this success to keep it viable with all of the other shopping, business, and entertainment options that exist or are being planned regionally.

In November, 2017 the City completed the Think! Downtown Master Plan. This 12-month planning process is the culmination of intensive research, economic analysis, planning, and public input designed to guide the future of Downtown Lebanon. The plan includes specific recommendations for 33 action items that fall within six key areas. The goals outlined in each of these key areas resulted from significant public input which included stakeholder interviews, a Steering Committee consisting of 17 individuals selected to represent the Community, and two public workshops that generated over 350 ideas. These ideas were vetted by the planning consultant, and the Steering Committee, to ultimately develop the recommendations outlined in the plan.

b. Project Development Plan

The funding request for the Racetrack Redevelopment Grant focuses on two of these recommendations: ***Improve Mulberry St. to facilitate a community entertainment plaza, and establish Mulberry St. as a bicycle friendly corridor.*** As described above, Mulberry Street supports a wide range of community orientated functions such as Festivals and Chamber of Commerce events. However, the street was not specifically designed to support these events and there are additional entertainment and shopping opportunities that could be offered with certain infrastructure improvements.

The City is proposing to construct infrastructure improvements to enhance the East Mulberry Street corridor in Downtown Lebanon. These improvements include enhancing the sense of place by installing brick street pavers, construction of a bollard system that supports bollards being easily installed and removed to facilitate street closures, enhanced lighting to support entertainment options, signage and gateway amenities to define the area as an entertainment district, and installation of a public Wi-Fi system. Additionally, these

improvements can be coordinated with enhancement designed to establish Mulberry Street as a bicycle friendly street that connects to the existing Lebanon – Countryside YMCA Trail.

The City is proposing to construct improvements to enhance the East Mulberry Street corridor in Downtown Lebanon. The corridor consists of two active commercial blocks within the Central Business District. Over 25 businesses are located on the two blocks with over 100 employees.

c. **Economic/Community Benefits**

Economic Vitality / Impact: As outlined on page 29 of the Downtown Master Plan, “Tourism is an important source of existing and potential demand in Lebanon”. The plan indicates that the downtown area could support additional tourism and entertainment spending if the infrastructure improvements are executed (Mulberry St. entertainment plaza), and a more cohesive marketing effort is established.

The Mulberry Entertainment Plaza will provide the necessary infrastructure for a designated event space within the East Mulberry Street corridor. The Plaza will sustain the festival footprint and provide for a broader scope of event activities that will further support businesses and attract residents and visitors to Downtown Lebanon. The enhancements will also continue to support over 25 businesses located within the two block corridor that employ over 100 people.

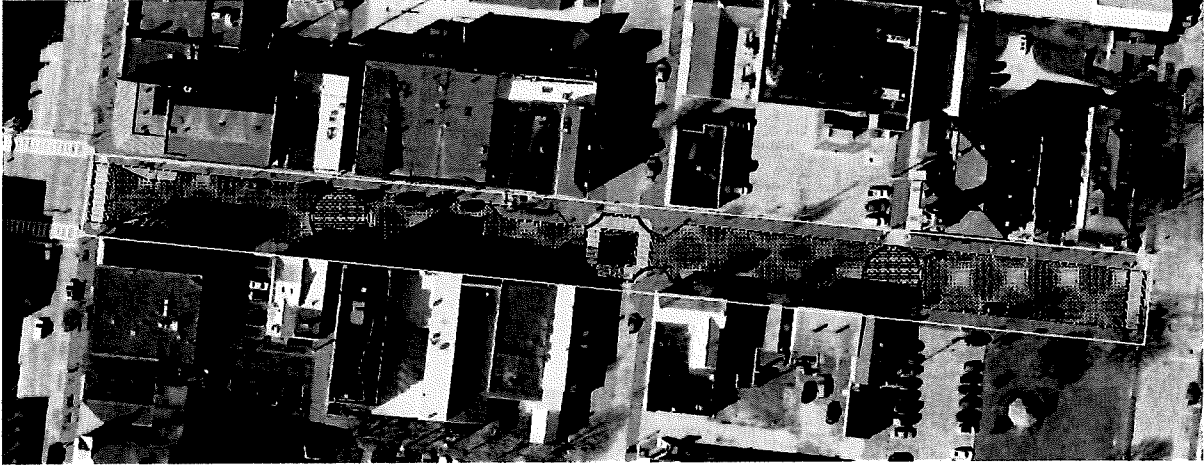
Strengthening the Public Realm & Celebrating the Place: The plaza will create a permanent location to support additional programs and events that help create a sense of community and identity, and enhance the local businesses. Improved physical amenities strengthen this public space, and help drive local use and tourism which will increase economic activity in Downtown Lebanon. Both the Chamber of Commerce and Main Street Lebanon are in full support of this project, and provides these organizations the ability to program and utilize this public space to maximize its effectiveness.

Additionally, the incorporation of bollards around the entertainment plaza will greatly enhance the safety of the existing events who utilize this space. Unfortunately, in today’s world we need to be prepared to adequately prevent vehicles from either purposely or accidentally driving into public entertainment areas. The bollard system that will be constructed as part of this project will ensure that the public is protected and safe in this area.

Enhancing Accessibility: Improving bicycle access to Downtown Lebanon will allow the City to take better advantage of the transportation and economic opportunities that the Lebanon – Countryside YMCA Trail and Little Miami Scenic Trail provide to the Community. Bicycling has become a major source of economic activity, and many communities such as Lebanon are working on improving bike trail access in their City. Enhancing these trail connections to Downtown Lebanon is a key recreation and economic strategy for Lebanon.

2. Project Activity by Category

a. Project Overview Figure



East Mulberry Street – Project Area



Entertainment Plaza Concept Rendering

b. Project Activity Costs

i. Engineering Design Services

The engineering design services for the project will be performed by the City Engineer's Office. The City does not intend on utilizing grant funds for these services.

ii. Demolition

The demolition scope of work includes excavation of the existing pavement to accommodate the brick paver crosswalk and street improvements.

Excavation Cost = \$4,537

iii. Environmental Assessment - Remediation

All proposed work is within the public right-of-way. No environmental assessment or remediation is required.

iv. Site Prep

No site preparation is required aside from the excavation activities previously provided.

v. Infrastructure

The project area encompasses the full right-of-way of East Mulberry Street from North Broadway to North Cherry Street. The following utilities are in service within the right-of-way: electric, natural gas, water, and sanitary sewer. The scope of infrastructure improvements within the project area involves the streetscape improvements, protective/removable bollard system, street resurfacing, lighting enhancements, and associated utility work.

Infrastructure Cost = \$535,947

vi. Construction

No built structures are proposed within the project area.

vii. Rehabilitation

No rehabilitation activities are proposed within the project area.

viii. Professional Services

The Grantee is not requesting reimbursement for professional services.

ix. Administrative Costs

The Grantee is not requesting reimbursement for administrative costs.

x. Other

No additional costs have been identified at this time.

3. Detailed Project Budget

See attached engineer's cost estimate,

4. Project Readiness

- a. The final project design will be completed in Q3 2018.
- b. The anticipated bid timeframe is Q4 2018.
- c. The project construction period is scheduled to begin Q1 2019 and be completed by May 2019.

ATTACHMENT B: PROJECT SOURCES AND USES

1. List of Funding Sources

PROJECT ACTIVITY	FUNDING SOURCE			GRANT ELIGIBLE
	COST	LOCAL	RRF GRANT	
Excavation	\$4,537	\$4,537	\$0	Yes
Infrastructure	\$535,947	\$132,738	\$403,209	Yes
TOTAL	\$540,484	\$137,275	\$403,209	

ATTACHMENT C: PROJECT SCHEDULE

TASK	START DATE	DURATION (WKS)	END DATE
Design	1-July-18	12	30-Sep-18
Procurement	1-Oct-18	8	30-Nov-18
Excavation/Construction	15-Dec-18	18	19-Apr-19

ATTACHMENT D: APPLICABLE REPORTS

NOT APPLICABLE

Mulberry Plaza
Preliminary Opinion of Cost
Partial Brick Pavers - Circle - Phase I
3/21/2018

Pavement Makeup

Crushed Limestone Aggregate Base 6 in
Concrete Base 8 in
Bituminous Setting Bed 0.75 in
Brick Pavers 2.75 in

Ref	Description	Quantity	Unit	Unit Cost	Cost Extension
CROSSWALKS					
1	Excavation (includes pavement removal)	193	CY	\$ 15.00	\$ 2,900.46
2	6" Perforated Underdrain	100	LF	\$ 30.00	\$ 3,000.00
3	Subgrade Compaction	398	SY	\$ 2.50	\$ 994.44
4	6" Crushed Limestone Aggregate Base	66	CY	\$ 50.00	\$ 3,314.81
5	8" Portland Cement Concrete Base	2860	SF	\$ 8.00	\$ 22,880.00
6	Tack Coat	19	Gal	\$ 2.00	\$ 38.13
7	Bituminous Setting Bed	7	CY	\$ 350.00	\$ 2,317.13
8	Brick Pavers	2860	SF	\$ 15.00	\$ 42,900.00
9	Bollards	22	EA	\$ 2,500.00	\$ 55,000.00
10	Handicap Ramp	0	EA	\$ 1,000.00	\$ -
11	Crosswalk Edge	502	LF	\$ 35.00	\$ 17,570.00
CROSSWALKS TOTAL					\$ 150,914.99
PAVEMENT					
12	1.5" Pavement Planing	1364	SY	\$ 5.00	\$ 6,819.44
13	Base Repairs	136	SY	\$ 65.00	\$ 8,865.28
14	Tack Coat	82	GAL	\$ 2.00	\$ 163.67
15	1.5" Surface Asphalt	57	CY	\$ 155.00	\$ 8,808.45
16	Type 6 Barrier Curb	214	LF	\$ 30.00	\$ 6,420.00
PAVEMENT TOTAL					\$ 31,076.84
CENTER SQUARE FEATURE					
17	Excavation (includes pavement removal)	105	CY	\$ 15.00	\$ 1,575.00
18	6" Perforated Underdrain	50	LF	\$ 30.00	\$ 1,500.00
19	Subgrade Compaction	60	SY	\$ 2.50	\$ 150.00
20	Crushed Limestone Aggregate Base	10	CY	\$ 50.00	\$ 500.00
21	Portland Cement Concrete Base	540	SF	\$ 8.00	\$ 4,320.00
22	Tack Coat	4	Gal	\$ 2.00	\$ 7.20
23	Bituminous Setting Bed	2	CY	\$ 350.00	\$ 583.33
24	Brick Pavers	540	SF	\$ 15.00	\$ 8,100.00
CENTER SQUARE FEATURE SUBTOTAL					\$ 16,735.53
MISCELLANEOUS					
25	Gateway Signage	1	LS	\$ 100,000.00	\$ 100,000.00
26	Bicycle Amenities	1	LS	\$ 5,000.00	\$ 5,000.00
27	Public WiFi	1	LS	\$ 10,000.00	\$ 10,000.00
28	Festival Electric Boxes on Mechanic	1	LS		
29	Mobilization/Demobilization	1	LS	\$ 15,000.00	\$ 15,000.00
30	MOT	1	LS	\$ 8,000.00	\$ 8,000.00
31	Layout Stakes	1	LS	\$ 5,000.00	\$ 5,000.00
MISCELLANEOUS TOTAL					\$ 143,000.00
PROJECT TOTAL					\$ 341,727.36
10% CONTINGENCY					\$ 34,172.74
GRAND TOTAL					\$ 375,900.09

Mulberry Plaza
Preliminary Opinion of Cost
Partial Brick Pavers - Circle - Phase II
3/21/2018

Pavement Makeup

Crushed Limestone Aggregate Base 6 in
 Concrete Base 8 in
 Bituminous Setting Bed 0.75 in
 Brick Pavers 2.75 in

Ref	Description	Quantity	Unit	Unit Cost	Cost Extension
CROSSWALKS					
1	Excavation (includes pavement removal)	109	CY	\$ 15.00	\$ 1,636.57
2	6" Perforated Underdrain	100	LF	\$ 30.00	\$ 3,000.00
3	Subgrade Compaction	224	SY	\$ 2.50	\$ 561.11
4	6" Crushed Limestone Aggregate Base	37	CY	\$ 50.00	\$ 1,870.37
5	8" Portland Cement Concrete Base	2207	SF	\$ 8.00	\$ 17,656.00
6	Tack Coat	15	Gal	\$ 2.00	\$ 29.43
7	Bituminous Setting Bed	5	CY	\$ 350.00	\$ 1,788.08
8	Brick Pavers	2207	SF	\$ 15.00	\$ 33,105.00
9	Bollards	7	EA	\$ 2,500.00	\$ 17,500.00
10	Handicap Ramp	2	EA	\$ 1,000.00	\$ 2,000.00
11	Crosswalk Edge	222	LF	\$ 35.00	\$ 7,770.00
CROSSWALKS TOTAL					\$ 86,916.56
PAVEMENT					
12	1.5" Pavement Planing	1469	SY	\$ 5.00	\$ 7,344.44
13	Base Repairs	147	SY	\$ 65.00	\$ 9,547.78
14	Tack Coat	88	GAL	\$ 2.00	\$ 176.27
15	1.5" Surface Asphalt	61	CY	\$ 155.00	\$ 9,486.57
16	Type 6 Barrier Curb	105	LF	\$ 30.00	\$ 3,150.00
PAVEMENT TOTAL					\$ 29,705.06
MISCELLANEOUS					
17	Gateway Signage	0	LS	\$ -	\$ -
18	Bicycle Amenities	1	LS	\$ 5,000.00	\$ 5,000.00
19	Public WiFi	0	LS	\$ 10,000.00	\$ -
20	Festival Electric Boxes on Mechanic	1	LS		
21	Mobilization/Demobilization	1	LS	\$ 15,000.00	\$ 15,000.00
22	MOT	1	LS	\$ 8,000.00	\$ 8,000.00
23	Layout Stakes	1	LS	\$ 5,000.00	\$ 5,000.00
MISCELLANEOUS TOTAL					\$ 33,000.00
PROJECT TOTAL					\$ 149,621.62
10% CONTINGENCY					\$ 14,962.16
GRAND TOTAL					\$ 164,583.79



Sheet Name

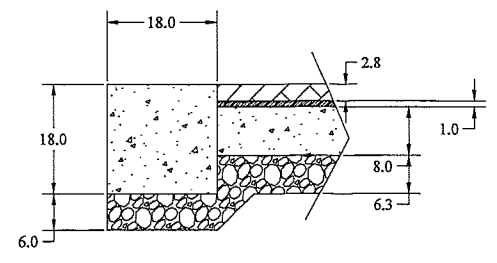
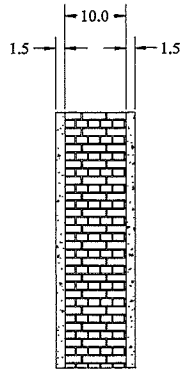
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 When you dig, Call before you dig.
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 TWO WORKING DAYS BEFORE YOU DIG
 CALL 1-800-485-5049
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 GROUND UTILITIES INTERFERENCE SERVICE
 NON-MEMBERS A FEE WILL BE CALLED
 DIRECTLY

Approved

City Engineer

Project:
 Project Sheet Description

Document Number
 Date _____ Sheet _____
 Title _____ of _____
 Scale _____



Grantee:

City of Lebanon

Grantor:

Ohio Development Services Agency

David Goodman
Director

By: _____

Printed Name: Scott Brunka

Title: City Manager

Date: 6/14/14

By: _____

Printed Name: _____

Title: _____

Date: _____

Acknowledged by:

Warren County Board of Commissioners

By: _____

Printed Name: Tiffany Zindel

Title: County Administrator

Date: 6/19/14