

Resolution

Number 18-1538

Adopted Date October 09, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JENNIFER PARRETT,
WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES
DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Jennifer Parrett; and

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

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
J. Parrett's FMLA file
OMB – Sue Spencer

Resolution

Number 18-1539

Adopted Date October 09, 2018

ACCEPT RESIGNATION OF ASHLEY WILSON, CASHIER RECEPTIONIST, WITHIN THE WARREN COUNTY DEPARTMENT OF BUILDING AND ZONING, EFFECTIVE OCTOBER 5, 2018

BE IT RESOLVED, to accept the resignation of Ashley Wilson, Cashier Receptionist, within the Warren County Department of Building and Zoning, effective October 5, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
A. Wilson's Personnel File
OMB – Sue Spencer
Tammy Whitaker
Job Class #1257

Resolution

Number 18-1540

Adopted Date October 09, 2018

AUTHORIZE THE POSTING OF THE "CASHIER/RECEPTIONIST" POSITION WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Cashier/Receptionist" position within the Building and Zoning Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Cashier/Receptionist" 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 October 10, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building & Zoning (file)
OMB – Sue Spencer
Job Class #1257

Resolution

Number 18-1541

Adopted Date October 09, 2018

HIRE JULIE HORNEY AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Julie Horney, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$17.77 per hour, under the Warren County Job and Family Services compensation plan, effective October 15, 2018, subject a negative drug screen and a 365 day probationary period.

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 18-1542

Adopted Date October 09, 2018

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

BE IT RESOLVED, to hire Sarah Owings as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #3, \$10.56 per hour, effective October 15, 2018, 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 18-1543

Adopted Date October 09, 2018

AUTHORIZE PUBLIC ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR THE
FIRE ALARM SYSTEM REPLACEMENT AT THE WARREN COUNTY COMMON PLEAS
COURTS BUILDING

BE IT RESOLVED, to authorize the public advertisement of a Request for Proposals for the Fire
Alarm System Replacement at the Common Pleas Court Building; and

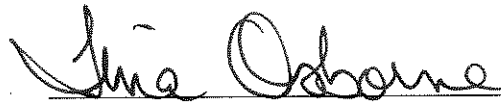
BE IT FURTHER RESOLVED, to advertise said request for proposals for one (1) week in a
newspaper of general circulation, and two consecutive weeks on the County Internet Website,
beginning the week of October 14, 2018; The proposal deadline is October 30, 2018 @ 4:00 p.m.

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB Bid file
Facilities Management (file)

Resolution

Number 18-1544

Adopted Date October 09, 2018

AUTHORIZE COUNTY ENGINEER TO EXECUTE OHIO DEPARTMENT OF TRANSPORTATION STATE FUNDS EXCHANGE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE EDWARDSVILLE ROAD BRIDGE #196-1.01 REHABILITATION PROJECT (PID #108833) OVER LICK RUN

WHEREAS, the Warren County Engineer determined that the Edwardsville Road Bridge #196-1.01 over Lick Run needed to be rehabilitated and improved; and

WHEREAS, in 2018 the Warren County Engineer applied for and received Federal LBR (County Local Bridge Replacement) Funding administered by ODOT for the bridge rehabilitation and roadway improvements on Edwardsville Road (Edwardsville Road Bridge #196-1.01 Rehabilitation Project - PID #108833) between SR 123 and Osceola Road to be constructed and funded in 2023; and

WHEREAS, it is necessary to enter into an Ohio Department of Transportation State Funds Exchange Agreement with ODOT in order for the County Engineer to bid out and complete the construction of the project and for ODOT to exchange the project funding from Federal to State Funding and to reimburse the County Engineer for the State LBR share of the project costs, which is 95% of the eligible costs, up to a maximum of \$633,650; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Engineer to execute an Ohio Department of Transportation State Funds Exchange Agreement (Agreement # 32802 – as attached hereto and made a part hereof) with ODOT for the Edwardsville Road Bridge #196-1.01 Rehabilitation Project (PID #108833) over Lick Run.

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—ODOT
Engineer (file)

WAR CR 196 1.01
COUNTY-ROUTE-SECTION

108833
PID NUMBER

32802
AGREEMENT NUMBER

DUNS NUMBER

**OHIO DEPARTMENT OF TRANSPORTATION
STATE FUNDS EXCHANGE AGREEMENT**

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **Warren County Engineer's Office**, hereinafter referred to as the LPA, **210 West Main Street, Lebanon, OH 45036**.

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC Section 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 Section 5501.03 (D) of the Ohio Revised Code provides that the director of transportation may enter into contracts with public agencies including political subdivision, other state agencies, boards, commissions, regional transit authorities, county transit boards, and port authorities, to administer the design, qualification of bidders, competitive bid letting, construction, inspection, research, and acceptance of any projects or transportation facilities administered by ODOT, provided the administration of such projects or transportation facilities is performed in accordance with all applicable state and federal laws and regulations with oversight by ODOT.
- 1.4 ORC Section 5531.08(C) provides upon a written determination by the Director of Transportation that it would be in the best interests of the traveling public, upon the written request of a county, township, or municipal corporation, may declare a waiver of that portion of the construction cost of a highway project which a county, township, or municipal corporation normally would be required to pay. This is in order to enable the counties of the state to plan, maintain, and repair their roads or to enable the municipal corporations to plan, construct, reconstruct, repave, widen, maintain, repair, clear, and clean public highways, roads, and streets.
- 1.5 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the administration of State funds on behalf of the Ohio Department of Transportation through the County Engineer Association of Ohio for the PROJECT by ODOT.

Revised 7/19/2017

1.6 The LPA shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. FUNDING AND PAYMENT

2.1 The total cost for the PROJECT is estimated to be **\$535,000**. ODOT shall provide to the LPA **95 percent** of the eligible costs, up to a maximum of **\$633,650** in State funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager and cannot be used as a LPA's match. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements, including construction engineering costs. Ohio Revised Code does not allow for the payment of environmental engineering, final engineering and real estate acquisition.

2.2 ODOT retains any and all Bridge Credit generated through this program. Information must be submitted to and maintained by the Office of Payroll and Project Accounting.

2.3 Federal funds are not permitted for use in the State Funds Exchange Program for the project identified above.

2.4 The LPA, in conjunction with its funding partners, and to the extent permitted, shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

2.5 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

2.6 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA/County must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

2.7 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.

2.8 The LPA shall certify in writing that the project was developed and delivered in compliance with the terms, conditions and requirements of the project agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the project is completed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

Revised 7/19/2017

- 2.9 Reimbursement to the LPA/County shall be submitted to:

Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 W. Main Street
Lebanon, OH 45036
513-695-3301

3. PROJECT DEVELOPMENT AND DESIGN

- 3.1 The LPA/County is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA/County, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT is the responsibility of the LPA. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. CERTIFICATION AND RECAPTURE OF FUNDS

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.
- 5.2 The LPA/County hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA/County's obligations made or agreed to herein.

6. NOTICE

6.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Neil F. Tunison, P.E., P.S.
Warren County Engineer
210 W. Main Street
Lebanon, OH 45036
513-695-3301
Neil.Tunison@co.warren.oh.us

If to ODOT:

Andrea Stevenson
Office of Local Programs, ODOT
1980 W. Broad Street
Columbus, OH 43223
614.644-8211
Andrea.stevenson@dot.state.oh.us

7. GENERAL PROVISIONS

Record Retention: The LPA/County when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA/County's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after the completion of the project. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.

7.2 *Ohio Ethics Laws:* LPA/County agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

7.3 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

7.4 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

7.5 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

7.6 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

7.7 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. LPA/County acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the LPA/County and monitoring by Grantor of the results of the award of Grant Funds.

7.8 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

7.9 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:¹

- 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate²
- 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³
- 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate⁴
- 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

¹ **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁵ Question and Answer guidance can be found at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

WARREN COUNTY

By: _____
Neil F. Tunison, P.E., P.S.
Title: County Engineer
Date: _____

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____
Jerry Wray
Director
Date: _____

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 18-1545

Adopted Date October 09, 2018

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

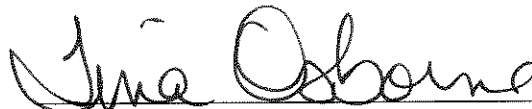
BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED] on behalf of Ohio Department of Job & Family Services Children Services Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

Resolution

Number 18-1546

Adopted Date October 09, 2018

ENTER INTO AN AGREEMENT TO TRANSFER OF OWNERSHIP OF RETIRING
SHERIFF'S K-9 "AXEL" TO HANDLER DEPUTY JACK SIMPSON

WHEREAS, the Warren County Sheriff's Office is retiring their law enforcement K-9 "Axel"
from service due to age; and

WHEREAS, Warren County Sheriff's Deputy Jack Simpson, Axel's handler, has requested to
purchase Axel from Warren County; and

NOW THEREFORE BE IT RESOLVED, that the Warren County Commissioners, pursuant to
O.R.C. 9.62, enter into an agreement with Deputy Jack Simpson for the sale of the K-9 "Axel".
Deputy Simpson shall pay Warren County the sum of \$1.00 which will represent the whole
purchase price of said dog. Copy of agreement 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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Simpson, Jack
Sheriff (file)
Auditor's Office – B. Quillen

**PURCHASE AGREEMENT
O.R.C. 9.62**

This agreement is made and entered into this 9 day of October, 2018, by and between the Board of County Commissioners of Warren County, Ohio, The Warren County Sheriff's Office and Deputy Jack Simpson, who agrees as follows:

1. Deputy Simpson agrees to purchase retiring Warren County Sheriff's Office K-9 Unit dog named Axel pursuant to Ohio Revised Code Section 9.62. The dog is being retired from service as a Warren County law enforcement work dog. Deputy Simpson is being promoted and due to the age of the dog, he cannot be transferred to another handler.
2. Deputy Simpson shall pay Warren County the sum of one dollar (\$1.00), which shall represent the full purchase price of said dog. The parties acknowledge this sum to be full and fair compensation for this purchase.
3. Deputy Simpson has been the handler of Axel and he agrees that upon purchasing the dog he shall accept full responsibility for and ownership of the dog.
4. It is expressly agreed and understood by Deputy Simpson, as the purchaser of Axel, that he waives any and all claims he may or could have against Warren County and the Warren County Sheriff's Office and their officers, agents and employees for and by reason of any damages or injuries caused to persons, property or other animals by said dog or resulting from his ownership of said dog. Deputy Simpson further agrees to hold harmless Warren County and the Warren County Sheriff's Office and their officers, agents and employees from any and all liability whatsoever in connection with any such claims including the cost of litigation and attorney fees incurred in the defense thereof. Warren County shall be entitled to attorney fees and costs in any action whatsoever to enforce these provisions.

The undersigned, Deputy Jack Simpson, hereby acknowledges that he understands and agrees to all the terms, conditions and provisions in this purchase agreement and verifies the same with his signature below.

Dep. J. Simpson
Deputy Jack Simpson

[Signature]
Sheriff Larry L. Sims

Board of County Commissioners
of Warren County, Ohio, pursuant
to Resolution No. 18-1546

[Signature]
Commissioner

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 18-1547

Adopted Date October 09, 2018

APPROVE EASEMENT ACQUISITION COMPENSATION AND ENTER INTO WATERLINE & APPURTENANCE EASEMENT AGREEMENTS FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENTS PROJECT

WHEREAS, on March 6, 2018 the Board of County Commissioners of Warren County, Ohio adopted Resolution 18-0325 determining the necessity for the appropriation of property for the construction of the Lower Springboro Road Water Improvement Project; and

WHEREAS, this Board has deemed it necessary to obtain permanent easements for the construction, operation and maintenance of 18,400 feet of waterline extending from Lower Springboro Road near the intersection of Township Line Road to the Village of Corwin; and

WHEREAS, the construction of the project requires an easement for the following property with the owner waiving their right for a real estate property appraisal of the easement area, and as compensation the County will provide in-kind considerations including construction of guardrail improvements to the Grantor's property; and

Parcel #	Owner	Compensation
09-05-102-003	Robert P. Hendricksen, Trustee	in-kind


NOW THEREFORE BE IT RESOLVED, to enter into an Easement Agreement with Robert P. Hendricksen, Trustee for permanent and temporary easements on parcels located along the waterline alignment and approve compensation in the amounts aforementioned. Copy of said agreements are attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Hendricksen, Robert P.
Easement file
Water/Sewer (file)
Recorder (certified)

MEMORANDUM OF TRUST
(Ohio Rev. Code § 5301.255)

1. This Memorandum of Trust is prepared pursuant to Section 5301.255 of the Ohio Revised Code and shall serve as notice of the certain information contained in an intervivos Trust instrument.
2. The Trust instrument is a revocable trust agreement executed on July 9, 1997 by the Grantor of the Trust that is one and the same and referred to in all other instruments, including but not limited to Wills, Codicils if any thereto, and all real estate instruments, as:

The Robert P. Hendricksen Agreement of Trust

3. The name and address of the Grantor of the said Trust is:

Robert P. Hendricksen
P.O. Box 491
Waynesville, OH 45068

4. The name and address of the Trustee of the said Trust is:

Robert P. Hendricksen
P.O. Box 491
Waynesville, OH 45068

5. The name and address of the successor Trustee of the said Trust is:

Connie G. Hendricksen
P.O. Box 491
Waynesville, OH 45068

6. The Trust instrument is in the possession of and held at:

Robert P. Hendricksen

P.O. Box 491
Waynesville, OH 45068

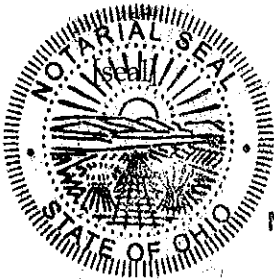
7. The powers specified in the Trust relating to the conveyance of real property, or any interest therein, by the Trustee (or successor Co-trustees), now owned or acquired hereafter, titled to the Trustee (or successor Co-trustees), are set forth in Exhibit "A" attached hereto and made a part hereof.
8. The real estate particularly described in Exhibit "B" attached hereto is currently titled in the name of the Trust, and is subject to the said Trust instrument and said Trustee's powers. Additional real estate may be titled in the name of the Trustee, or the successor Co-trustees, without the need to amend this Memorandum of Trust.
9. The Trust powers set forth in Exhibit "A" have not been altered or amended, and are still in full force in effect.
10. Execution by Grantor and Trustee:

GRANTOR:

SIGNATURE: *Robert P. Hendricksen*
NAME: Robert P. Hendricksen
DATE: 9/28/18

STATE OF Ohio, COUNTY OF Warren, ss:

On the 28th day of September, 2018, before me, a Notary Public in and for said State and County, personally appeared individuals known or proven to be **Robert P. Hendricksen**, the Grantor in the aforementioned Trust Agreement, and acknowledged the signing thereof to be her voluntary act and deed.



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

Notary Public: *Kiana Hawk*
My commission expires: 7/9/2023

INITIAL TRUSTEE:

SIGNATURE: *Robert P. Hendricksen*
NAME: Robert P. Hendricksen
DATE: 9/28/18

STATE OF Ohio, COUNTY OF Warren, ss:

On the 28th day of September, 2019, before me, a Notary Public in and for said State and County, personally appeared individuals known or proven to be **Robert P. Hendricksen**, the initial **Trustee** in the aforementioned Memorandum of Trust, and acknowledged the signing thereof to be his voluntary act and deed.

Notary Public: Kiana Hawk
My commission expires: 7/9/2023

[seal]

This Instrument Prepared by: BRUCE A. McGARY, Asst. Prosecutor, Warren County
Prosecutor's Office, 520 Justice Drive, 2nd Fl., Lebanon, OH 45036;
Ph. 513.695.1384, Email:
bruce.mcgary@warrencountyprosecutor.com



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

Exhibit "A" – Powers of Trustee [inter alia]

In administration of each of the trusts created hereunder, the Trustee shall have the following powers and authority, in addition to the powers and authority granted to trustees generally by law or in other provisions of this Agreement, to be exercised in the Trustee's unrestricted discretion, without order, decree, direction, approval or other action of any court and without notice to or the consent of any beneficiary of any trust created hereunder:

...

C. To Sell. To sell, exchange or otherwise dispose of, or to contract to sell or grant options with respect to, any property, real or personal, at any time held by the Trustee hereunder, at public auction, by private contract, pursuant to option, or otherwise, upon such terms and conditions and at such times as the Trustee may see fit, and to make, execute and deliver deeds, transfers, receipts, releases, agreements, options and other instruments deemed by the Trustee to be requisite or proper for any such purpose

...

E. To Hold In Nominee Name. To hold in the Trustee's name, or the name of the Trustee's nominee or nominees, any security or property held in trust hereunder.

...

H. To Improve Real Estate. ... [T]o grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about, or easement appurtenant to, said property or any part thereof

...

Exhibit "B"

Parcel No. 09-05-102-003
Auditor's Acct. No. 5310563
Property Address: 5147 E. Lower Springboro Road, Waynesville, OH 45068
Desc. 9.094 ac., Sec. 5, T. 4, R. 4

See metes & bounds description attached hereto and incorporated herein.

Prior Instrument Reference: O.R. Vol. 5788, Pg. 222, recorded 3/26/2013 in the office of the Warren County, Ohio Recorder.

TRANSFERRED

150
PD
MAR 22 2013
SEC. 319.602 COMPLIED WITH
NICK NELSON, Auditor
WARREN COUNTY, OHIO
157.50
08

LINDA ODA - WARREN COUNTY RECORDER
Doc #: 911660 Type: DEED
Filed: 3/26/2013 10:37:12 \$ 20.00
OR Volume: 5788 Page: 222 Return: M
Rec#: 21279 Pages: 2
LANDMARK TITLE AGENCY SOUTH INC

2/15
Landmark

09-05-102-003

File No. 1303021

GENERAL WARRANTY DEED

David Bowden, unmarried of Warren County, Ohio for valuable consideration paid, grant(s), with general warranty covenants, to:

Robert P. Hendricksen, Trustee of The Robert P. Hendricksen Agreement of Trust

whose tax mailing address is: 7631 Von Deete Cr. Centerville, Oh 45459

the following **REAL PROPERTY**:

Situated in Section 5, Town 4, Range 4, Township of Wayne, County of Warren, State of Ohio and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the west line of said Section 5 and Lower Springboro Road (C-22);

Thence leaving said west line of said Section 5 and along said Lower Springboro Road, S 42 deg. 35' 07" E a distance of 276.91 feet to a rail road spike found at the intersection of Cincinnati-Columbus Road (T-573), said point being witness by a Mag Nail found bearing S 45 deg. 09' 06" E a distance of 6.93 feet and an iron pin found bearing S 42 deg. 15' 20" E a distance of 25.07 feet;

Thence leaving said Lower Springboro Road and along said Cincinnati-Columbus Road, N 72 deg. 49' 58" E a distance of 400.00 feet to a rail road spike found, passing at 259.25 feet and 304.44 feet rail road spikes found;

Thence N 79 deg. 36' 33" E a distance of 272.05 feet to an iron pin found in the northwest line of US Route 42;

Thence along said northwest line of said US Route 42 the following 6 courses:

1. S 35 deg. 57' 40" W a distance of 333.78 feet to a point;
2. S 41 deg. 40' 18" W a distance of 150.75 feet to a point;
3. S 48 deg. 43' 10" W a distance of 203.77 feet to a point;
4. S 35 deg. 57' 40" W a distance of 250.00 feet to a point;
5. S 57 deg. 45' 45" W a distance of 215.41 feet to a point;
6. S 32 deg. 27' 45" W a distance of 279.64 feet to an iron pin found in said west line of said Section 5, said point also being witnessed by an iron pin found bearing S 00 deg. 54' 06" E a distance of 4.96 feet;

Thence along said west line of said Section 5, N 04 deg. 42' 55" E a distance of 1110.92 feet to the real point of beginning for this description, passing at 787.66 feet to an iron pin found in the south line of said Cincinnati-Columbus Road and passing at 1051.15 feet an iron bar found.

Containing in all 9,094 acres, more or less.

This description is a result of a survey prepared by King Hasselbring & Associates and written by J. Timothy King, PE-PS, Registered Surveyor No. 6549, dated April 26, 2007, the survey plat of which is filed in Volume 131, Plat 21 of the Warren County Engineer's Record of Land Division.

Auditor Parcel No: 09-05-102-003 *DWB*

Also known as: 5147 E. Lower Springboro, Waynesville, OH 45068

Subject to all restrictions, easements, conditions and covenants of record, and all legal highways, and subject to real estate taxes and assessments becoming due and payable in the month of June or December, next following the execution of this deed, whichever month first occurs and thereafter.

Prior Instrument Reference: Official Record 4468, Page 360 of the Deed Records of Warren County, Ohio.

Executed by David Bowden, unmarried this 12th day of March, 2013.

David Bowden

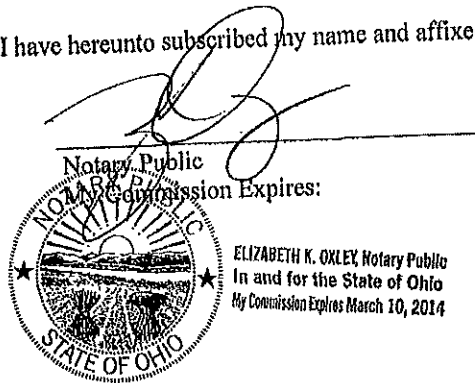
David Bowden

State of Ohio, County of Montgomery, SS:

BE IT REMEMBERED, That on this 12th day of March, 2013, before me, the subscriber, a Notary Public, in and for said county, personally came David Bowden, unmarried, the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be his voluntary act and deed.

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

(Seal)



This instrument was prepared by:
John M. Ruffolo
Attorney At Law
7501 Paragon Road
Dayton, Ohio 45459

BOOK 5788 PAGE 223

Grantor: Robert P. Hendricksen, Trustee
Property Address: 5147 E. Lower Springboro Rd.,
Waynesville, OH 45068
Parcel Number: 09-05-102-003 (Pt.)
Auditor's Account Number: 7632118

**EASEMENT & AGREEMENT
FOR WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **ROBERT P. HENDRICKSEN, TRUSTEE OF THE ROBERT P. HENDRICKSEN AGREEMENT OF TRUST**, whose tax mailing address is P.O. Box 491, Waynesville, OH 45068 (hereinafter "Grantor"), and the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to grant permanent and temporary easements to allow Grantee and its agents to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove waterlines and appurtenances for the Lower Springboro Road Water Improvement Project within the Lower Springboro Water Improvement Area of the Warren County Water District, the necessity of which has been determined by legislation adopted by Grantee, titled Resolution No. 18-0325, dated March 6, 2018, and other public utility purposes as may be deemed necessary hereafter by Grantor adopting other legislation.

WITNESSETH, that Grantor for and in consideration of One Dollar (\$ 1.00) and other good and valuable consideration received by Grantee (for the permanent and temporary easement rights granted herein), the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its

successors and assigns forever, certain rights, privileges and easements (permanent and temporary) in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof (collectively the "Easement Area" or separately as the "Permanent Easement or Permanent Easement Area" and "Temporary Easement Area or Temporary Easement.")

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Grantee shall construct guardrail improvements (including guardrail removal and replacement) to Grantor's property as illustrated on Exhibit "C" attached hereto and made a part hereof.
- 2) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,
- 3) none.

The Easement Area being granted herein is part of a parcel located in Sec. 5, Town 4, Range 4, Wayne Township, Warren County, Ohio, consisting of 9.094 acres, and being the same premises described in a deed recorded as O.R. Vol. 5788, Page 222 of the Official Records of the Warren County, Ohio Recorder's Office – said easements are located on and effect only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The Permanent Easement, and the Temporary Easements during their term stated hereinafter, shall be subject to the following rights, restrictions, covenants and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, waterlines and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the described Easement Area which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or

repairs of waterlines and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the Easement Area as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the Easement Area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a right of entry in, on, over, under, through, across and above the Easement Area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the Permanent Easement. However, Grantor shall have the right to use the land within the limits of Permanent Easement Area in a manner not inconsistent with the rights conveyed to the Grantee.

5. The right to cut and grub out certain Walnut trees and dispose of the remains of such trees.

The Permanent Easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity.

The Temporary Easements granted herein shall bind and inure to the benefit of the each party hereto and their respective successors and assigns, until such Temporary

Easements terminate upon the earlier of the completion of the Lower Springboro Water Improvement Project, or December 31, 2019.

Grantor shall have the right to repurchase the Permanent Easement rights for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the Permanent Easement rights for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges he has waived receipt of an appraisal of the easement rights granted herein as permissible in Ohio Rev. Code § 163.04 (C) and Grantee's policy memorialized as Resolution No. 15-0377, dated March 10, 2015, due to the value of the easement rights being acquired totaling \$10,000 or less.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Easement and Agreement shall exclusively be in the Warren County

Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Easement and Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, Robert P. Hendricksen, Trustee of The Robert P. Hendricksen Agreement of Trust, the Grantor herein, has set his hand to this instrument on the date stated below, in accordance with authority to act granted in said Trust as evidenced by a Memorandum of Trust recorded as Doc. # 2018-_____, on _____, 2018 in the office of the Warren County, Ohio Recorder.

SIGNATURE: *Robert P. Hendricksen*
PRINTED NAME: Robert P. Hendricksen
TITLE: Trustee
DATE: 9/28/18

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 28th day of September, 2018, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be ROBERT P. HENDRICKSEN, TRUSTEE OF THE ROBERT P. HENDRICKSEN AGREEMENT OF TRUST, whose name is subscribed hereto and he executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his free and voluntary act and deed, and for the uses and purposes in this instrument.



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

Notary Public: *Kiana Hawk*
My Commission Expires: 7/9/2023

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution Number 18-1547, dated 10/9/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

Signature: [Signature]
Printed Name: Tom Grossmann
Title: President
Date: 10/9/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 9th day of October, ~~2014~~ ²⁰¹⁸, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be Tom Grossmann whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him to act on its behalf pursuant to Board Resolution Number 18-1547, dated 10/9/18, and while acting in his official capacity, did acknowledge the signing thereof to be his voluntary act and deed.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Notary Public: [Signature]
My Commission Expires: 12/26/2022

DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO

[Signature] Asst. Prosec.
By: Bruce A. McGary, Asst. Prosecutor
Date: 10/2/18

EXHIBIT "A"

Water Line Easement

Situated in the County of Warren, in the State of Ohio and in the Township of Wayne, and being a part of a 9.094 acre tract of land, as conveyed to Robert P. Hendricksen, Trs., by deed as recorded in Official Record Vol. 5788, Pg. 222 of the Official Deed Records of Warren County, Ohio.

Commencing from the northwest corner of Section 5; thence along the west line of said Section 5 S 05°00'34" W a distance of 550.45 feet to the centerline of Lower Springboro Rd.; thence leaving the west line of said Section 5 and along said centerline S 42°10'58" E a distance of 276.91 feet to a railroad spike found at the intersection of S. Cincinnati-Columbus Rd.; thence leaving said centerline S 19°07'47" E a distance of 30.03 feet to the south Right-of-Way line of said Lower Springboro Rd., said point also being the **TRUE POINT OF BEGINNING** of the herein described water line easement;

Thence along said north Right-of-Way line N 73°14'07" E a distance of 75.18 feet to a point;

Thence leaving said north Right-of-Way line S 63°26'13" E a distance of 106.07 feet to a point;

Thence S 53°29'40" E a distance of 181.93 feet to a point located on the west Right-of-Way line of Lower Springboro Rd.;

Thence along said west Right-of-Way line S 30°22'44" E a distance of 50.94 feet to a point;

Thence leaving said west Right-of-Way line N 53°29'40" W a distance of 227.04 feet to a point;

Thence N 63°26'13" W a distance of 89.10 feet to a point;

Thence S 73°14'07" W a distance of 95.56 feet to a point;

Thence N 40°56'13" W a distance of 24.41 feet to the south Right-of-Way of S. Cincinnati-Columbus Rd.;

Thence along said south Right-of-Way line N 68°30'54" E a distance of 33.14 feet and returning to the **POINT OF BEGINNING**, containing 0.1964 acres, more or less, subject to all easement, restrictions, conditions and legal highways of record pertaining to the parent tract.

This description is based on a field survey made in September 2017 and is **further shown on**

attached Exhibit "B".

The above described water main easement and temporary construction easement is wholly contained within Warren County, Ohio Parcel Identification Number: 09-05-102-003 and is outside of the present road right-of-way.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis
Ohio Registered Land Surveyor No. 8471

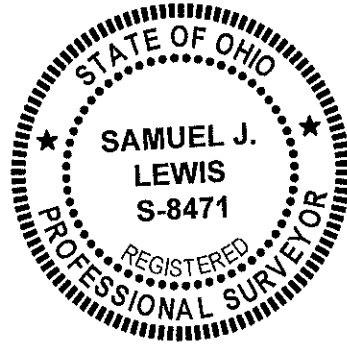
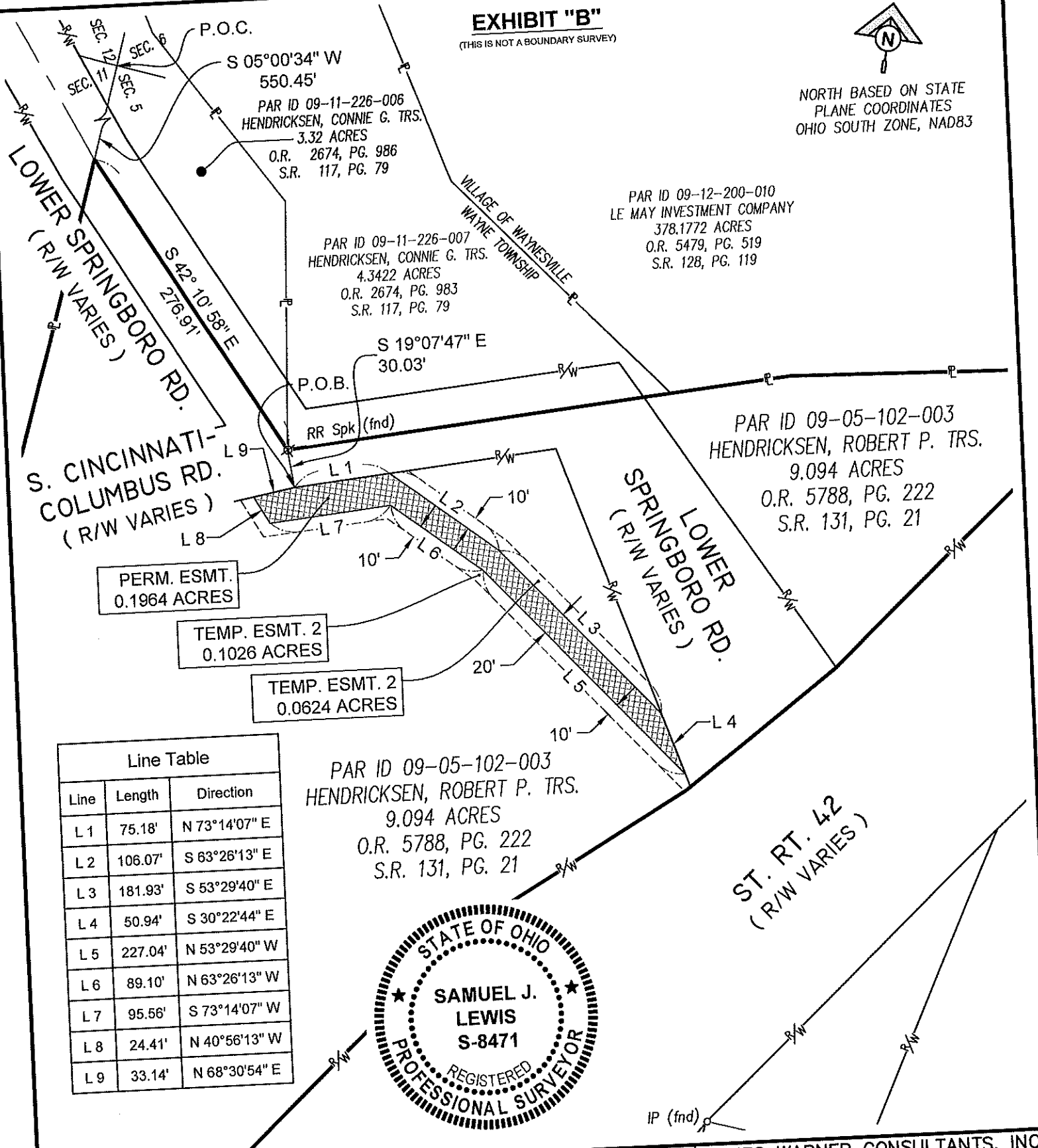


EXHIBIT "B"

(THIS IS NOT A BOUNDARY SURVEY)



NORTH BASED ON STATE
PLANE COORDINATES
OHIO SOUTH ZONE, NAD83



LOWER SPRINGBORO RD.
(R/W VARIES)

S. CINCINNATI-COLUMBUS RD.
(R/W VARIES)

LOWER SPRINGBORO RD.
(R/W VARIES)

ST. RT. 42
(R/W VARIES)

P.O.C.
S 05°00'34" W
550.45'
PAR ID 09-11-226-006
HENDRICKSEN, CONNIE G. TRS.
3.32 ACRES
O.R. 2674, PG. 986
S.R. 117, PG. 79

PAR ID 09-11-226-007
HENDRICKSEN, CONNIE G. TRS.
4.3422 ACRES
O.R. 2674, PG. 983
S.R. 117, PG. 79

PAR ID 09-12-200-010
LE MAY INVESTMENT COMPANY
378.1772 ACRES
O.R. 5479, PG. 519
S.R. 128, PG. 119

PAR ID 09-05-102-003
HENDRICKSEN, ROBERT P. TRS.
9.094 ACRES
O.R. 5788, PG. 222
S.R. 131, PG. 21

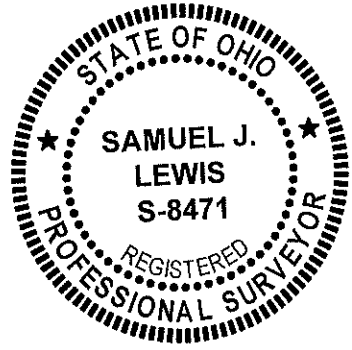
PAR ID 09-05-102-003
HENDRICKSEN, ROBERT P. TRS.
9.094 ACRES
O.R. 5788, PG. 222
S.R. 131, PG. 21

PERM. ESMT.
0.1964 ACRES

TEMP. ESMT. 2
0.1026 ACRES

TEMP. ESMT. 2
0.0624 ACRES

Line Table		
Line	Length	Direction
L 1	75.18'	N 73°14'07" E
L 2	106.07'	S 63°26'13" E
L 3	181.93'	S 53°29'40" E
L 4	50.94'	S 30°22'44" E
L 5	227.04'	N 53°29'40" W
L 6	89.10'	N 63°26'13" W
L 7	95.56'	S 73°14'07" W
L 8	24.41'	N 40°56'13" W
L 9	33.14'	N 68°30'54" E



PROPOSED WATER LINE EASEMENT
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
PID: 09-05-102-003 - HENDRICKSEN, ROBERT P., TRS.
5147 E. LOWER SPRINGBORO RD., WAYNESVILLE, OHIO 45068

SCALE:
1" = 100'
DATE:
5/30/18

JONES WARNER CONSULTANTS, INC.
CONSULTING ENGINEERS
8401 CLAUDE THOMAS ROAD, SUITE 51
FRANKLIN, OHIO 45005
PH: 937-704-9868 FAX: 937-704-9949
EMAIL: jwci@joneswarner.com
VISIT US AT: JONESWARNER.COM

PAR ID 09112260070
 HENDRICKSEN, CONNIE G. TR
 5108 LOWER SPRINGBORO RD.

WARNING
NO DUMPING
ALLOWED
 VIOLATORS WILL BE PROSECUTED

PAR ID 0912200010
 LE MAY INVESTMENT COMPANY
 4636 WILKERSON RD.



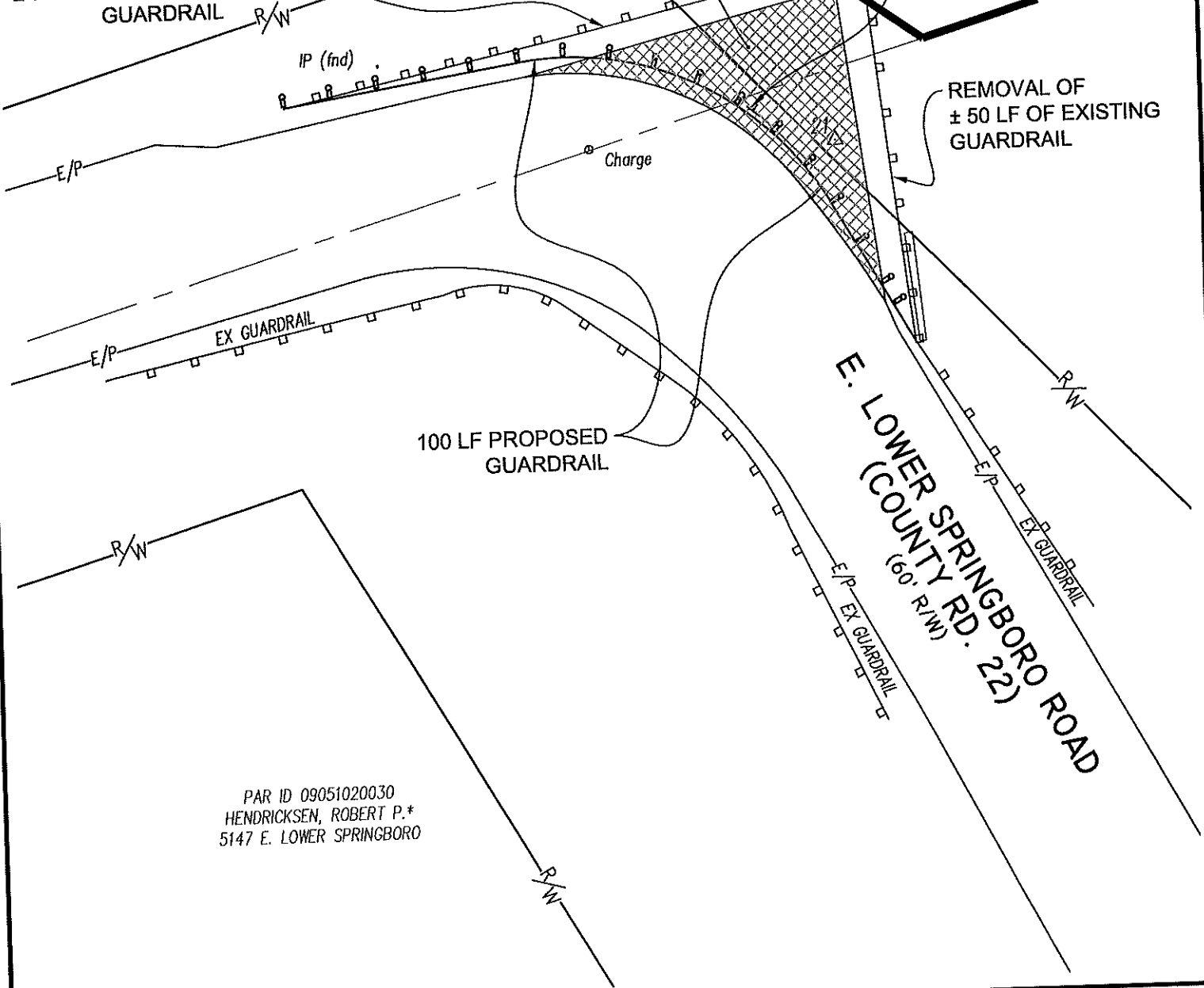
VILLAGE OF WAYNESVILLE
 WAYNE TOWNSHIP

REMOVE 60 SY
 OF EXISTING ASPHALT,
 RESTORE WITH 4" OF
 TOPSOIL & SEEDING

PROPOSED
 WARNING SIGN
 (24"x18", SEE ABOVE)

REMOVAL OF
 ± 78 LF OF EXISTING
 GUARDRAIL

REMOVAL OF
 ± 50 LF OF EXISTING
 GUARDRAIL



PAR ID 09051020030
 HENDRICKSEN, ROBERT P.*
 5147 E. LOWER SPRINGBORO

SITE PLAN
 GUARDRAIL REMOVAL & REPLACEMENT

CONNIE G. HENDRICKEN
 PAR ID 09-11-226-007

SCALE:
 1" = 20'
 DATE:
 7/3/18

JONES WARNER CONSULTANTS, INC.
 CONSULTING ENGINEERS
 8401 CLAUDE THOMAS ROAD, SUITE 51
 FRANKLIN, OHIO 45005
 PH: 937-704-9868 FAX: 937-704-9949
 EMAIL: jwci@joneswarner.com
 VISIT US AT: JONESWARNER.COM

Resolution

Number 18-1548

Adopted Date October 09, 2018

APPROVE NOTICE OF INTENT TO AWARD BID TO SUNESIS CONSTRUCTION CO. FOR THE NEW BURLINGTON ROAD BRIDGE #36-1.94 REPLACEMENT PROJECT DESIGN BUILD

WHEREAS, bids were closed at 9:15 a.m., October 2, 2018, and the bids received were opened and read aloud for the New Burlington Road Bridge #36-1.94 Replacement Project Design Build and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, Sunesis Construction Co. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the contract to Sunesis Construction Co., 2610 Crescentville Rd., West Chester, Ohio, for a total bid price of \$375,745.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: Engineer (file)
OMB Bid file

Resolution

Number 18-1549

Adopted Date October 09, 2018

AUTHORIZE THE FILING OF APPLICATIONS WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR FY 2019 OHIO TRANSIT PRESERVATION PARTNERSHIP PROGRAM. THESE GRANTS MAY INCLUDE THE OHIO ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE PROGRAM AND THE URBAN TRANSIT PROGRAM

WHEREAS, the State of Ohio through its FY 2019 programs has made available funds to assist public transportation systems in Ohio; and

WHEREAS, the Warren County Transit Service is the transit operator for Warren County Board of County Commissioners; and

WHEREAS, the Warren County Transit Service is presently providing transit service and observing all federal and state rules regarding these programs; and

NOW THEREFORE BE IT RESOLVED, that Warren County Office of Grants Administration is hereby authorized to file an application and execute contracts for the FY 2019 Ohio Transit Preservation Partnership Program, the FY2019 Ohio Elderly and Disabled Transit Fare Assistance Program and the FY 2019 Urban Transit Program, on behalf of the Warren County Board of County Commissioners; and

BE IT FURTHER RESOLVED that the Warren County Office of Grants Administration is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with these applications.

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 9th day of October 2018.

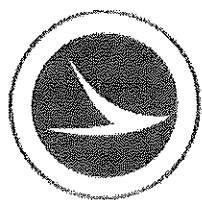
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)
Transit (file)



OHIO DEPARTMENT OF TRANSPORTATION

OHIO TRANSIT PRESERVATION PARTNERSHIP PROGRAM FY 2019 CRITERIA AND APPLICATION

Jerry Wray, Director

John R. Kasich, Governor

I. INTRODUCTION

Since state fiscal year 2012, the Ohio Department of Transportation (ODOT) has provided financial assistance to urban public transit systems in Ohio through the Ohio Transit Preservation Partnership Program (OTP3). Given the economic condition of the state, the precipitous decline of state funds for urban transit systems, and the significance of transit to the state's economy, the department has instituted the Ohio Transit Preservation Partnership Program to provide federal funds to urban transit systems in Ohio.

The sources of funds for this program are federal ODOT Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Program (STP) dollars. Therefore, projects must be CMAQ and STP eligible under Title 23 USC Sections 104(b)(2) and 104(b)(3). Transit systems must be recipients of FTA Section 5307 funds in order to apply for OTP3 funds.

Projects awarded through the Ohio Transit Preservation Partnership Program will be funded with federal funds at the appropriate pro rata share. Transportation development credit (TDC) may be applied for towards the nonfederal share, requiring a justification from the grantee.

These funds will be processed as flex funds transfers from the Federal Highway Administration (FHWA) to the Federal Transit Administration (FTA). Applicants receiving an award will enter grant information for the OTP3 funds directly into the TrAMS grant system.

The department has allocated \$27 million for state fiscal year 2019. The OTP3 is a discretionary program and projects will be selected on a competitive basis. Preservation is defined as the process of working to maintain, sustain, or keep in a good sound state the transit systems in Ohio.

These criteria describe the eligibility requirements, eligible assistance, program administration, and application instructions for the OTP3. The program goals are to facilitate the most efficient and effective use of federal funds in the provision of transportation services in Ohio.

The Director of the Ohio Department of Transportation has delegated authority to administer this program to the Administrator of the Office of Transit. Questions and correspondence relating to these criteria should be addressed to:

Administrator
Office of Transit
Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3110
Columbus, Ohio 43223
(614) 466-8955

II. ELIGIBLE APPLICANTS

Applicant must be a public transit system operating in Ohio that receives Federal Section 5307 funds:

Regional Transit Authorities
County Transit Boards
Municipalities
County Boards of Commissioners

III. ELIGIBLE ASSISTANCE

These types of projects are eligible for OTP3 funding: capital, capitalized maintenance, complementary paratransit expenses, and capital cost of contracting expenses. Projects must meet federal eligibility requirements. Applications must be submitted in Formstack by 3:00 p.m. on October 15, 2018.

1. Capital Projects

- a. Vehicles: Bus replacements that have met useful life. The maximum participation will be based on the purchase order or board authorization for the items to be purchased.
- b. Service, support, and miscellaneous equipment: mobile radio units, bus stop signs, fareboxes, computers, shop and garage equipment
- c. Rail track rehabilitation

2. Capitalized Maintenance, ADA Complementary Paratransit Service, Capital Cost of Contracting

- a. Complementary paratransit expenses incurred between January 1, 2018 and December 31, 2019.
- b. Capitalized maintenance expenses incurred between January 1, 2018 and December 31, 2019.
- c. Capital cost of contracting expenses incurred between January 1, 2018 and December 31, 2019.

Operating assistance, planning, project administration, force account work, expansion vehicles, and support vehicles are ineligible for funding under the Ohio Transit Preservation Partnership Program.

IV. SCORING

The projects will be scored with a maximum 100 score for each category: replacement buses; capitalized maintenance, capital cost of contracting, and complementary paratransit services; and other capital items. However, bus replacements will be weighted by three and all other capital items will be weighted by two. Applicants

must list in what priority they will use the OTP3 funds if applying for capital and capitalized maintenance. ODOT also reserves the right to award projects based on both score and geographical distribution.

Example:

Applicant	Project Type	Score	Weight	Total
Capital City Transit System	(2) 40' Buses	73	3	219
Best Regional Transit Authority	Capitalized Maintenance	62	2	124

This year's OTP3 grant year maintains the factor for project scalability. As always, more funds are requested than is available. Is the project scalable, meaning, if less funds are awarded than requested, can the project be completed or can the project be effective in providing transit service? Are there other funding sources that can be utilized to cover the gap in funding? Is there local financial support to cover the local match and any additional funds needed to complete the project?

A resolution passed by the board authorizing the appropriate person to apply is required for the FY2019 Ohio Transit Preservation Partnership Program. The OTP3 resolution may be combined with the FY2019 Urban Transit Program resolution and the FY2019 Elderly and Disabled Transit Fare Assistance Program resolution.

V. PROGRAM ADMINISTRATION

A. Memorandum of Understanding

Upon application approval, ODOT will prepare and transmit an award letter and a Memorandum of Understanding to the grantee for execution. For all capital projects, ODOT will issue a Memorandum of Understanding upon (a) receipt of a purchase order, (b) board authorization, or (c) executed contract. Within thirty (30) days of the Memorandum of Understanding transmittal date, the grantee must execute Memorandum of Understanding and return the original to the Office of Transit Administrator.

B. CMAQ Eligibility

Where CMAQ funds are used, the grantee will coordinate with the ODOT Office of Transit and must submit an emissions analysis spreadsheet to obtain CMAQ eligibility. The ODOT Office of Statewide Planning & Research will issue a CMAQ eligibility determination.

C. STIP Amendment

The grantee will coordinate with the MPO and ODOT to add the approved Ohio Transit Preservation Partnership Program project to the next quarterly STIP

amendment with an approved resolution.

D. Milestones

ODOT will closely monitor the progress of projects awarded funding. Transit systems not meeting milestone dates specified in their application may incur a penalty in future ODOT allocations or have the award withdrawn.

Milestones for each project must be listed in the application. At a minimum, these milestones must include the invitation for bid date (includes multiyear contracts), the anticipated contract award date, the expected delivery dates for the first and last vehicle, and when the line item will be complete.

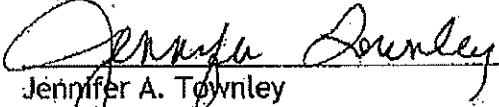
E. Adjustments to Grant Amount

There are a number of situations in which grant amounts may change. They include:

1. upon completion of an audit, ODOT, at its discretion, may request a repayment or reconciliation of excess program funds;
2. legislative or administrative action may reduce program funds available to ODOT. In the event such action occurs before ODOT has made final payment under a grant contract, ODOT will adjust the amount of payment; or
3. any Ohio Transit Preservation Partnership Program allocations not applied for or not expended will be redistributed at the discretion of the ODOT Office of Transit.

Applications must be submitted electronically through Formstack to the Office of Transit by 3:00 pm on October 15, 2018.

The Criteria for the FY2019 Ohio Transit Preservation Partnership Program funds are hereby established.


Jennifer A. Townley
Deputy Director, Division of Planning

9/10/18
Date

Contact Information

Transit Agency: Warren County Transit Service

Project Manager: Susanne Mason **Title:** Director

Street Address: 406 Justice Drive

City: Lebanon **State:** Ohio **Zip:** 45036

Contact Phone: 513-695-1210 **Email:** masosu@co.warren.oh.us

Project Description (include TCD justification if applicable)

Warren County has a growing population of residents who desire public transportation to connect them to their place of employment. In studies conducted by the county this year with key agencies representing lower-income, disabled, or elderly residents, it was discovered that lack of transportation was the number one impediment in residents keeping jobs and receiving medical care.

Warren County Transit Service (WCTS) desires to continue providing safe and efficient public transportation throughout the county and in several connecting stops in neighboring counties. In order to accomplish this goal, WCTS would like to purchase three (3) light transit vehicles to replace three seven-year-old 2011 vehicles. The vehicles would be used for the public transit service, which includes coordination with the Board of Developmental Disabilities, Warren County Human Services, and a possible flex route to an industrial park. The purchase of these vehicles will benefit the southwest Ohio area in part by transporting both disabled persons and the general public to doctor appointments and jobs. This will have a positive impact on the economic development of Warren County by providing safe, efficient and reliable transportation to job centers. More people using public transportation can also free up congestion in traffic, allowing the area to be more attractive to employers and developers.

We are applying for 149,160.00 to purchase three replacement vehicles. While the funds are needed, if a small portion is awarded, Warren County would use local funds to purchase the vehicles. Warren County will administer the program, keeping a memorandum of understanding on file and ensure that the STIP accurately reflects this grant. Furthermore, WCTS will monitor the progress of report required milestones.

Project Cost

Total Project Cost: 100%: \$186,450.00 OTPPP funds requested: 80%: \$149,160.00

TDC amount requested: 0% Local Match: 20%: \$ 37,290.00

Source of local match: Warren County general fund

Authorized Official Signature: _____

Title Director _____ **Date:** _____

Basic Requirements for the Use of Transportation Development Credit (TDC)

- Projects that will be awarded TDC must be using federal dollars that are eligible for the use of TDC.
- Any project already in a submitted Federal Transit Administration (FTA) grant cannot use TDC, per the FTA.
- Any project needing TDC must apply to ODOT prior to entering their grant into the current federal grant making software.
- ODOT is the entity responsible for decisions governing the use of TDC.
- Project must be included and approved by FTA in the current STIP prior to being included in an FTA grant.
- Hard capital projects, capitalized maintenance, and capital cost of contracting are eligible.
- Projects whose primary purposes are the coordination of public and human services transportation in a region and include more than one county will receive additional points in the scoring process.

Project Justification for TDC

Demonstrate how the project:

- Improves the state of good repair of public transit assets, allows for additional public transit service, or provides better access to existing service for the general public and persons with disabilities.
- Benefits the state as a whole or benefits a region of the state.
- In a single county has a documented economic development impact in that county and surrounding counties.
- Maximizes federal dollars and frees up local dollars. How will the local dollars be used and include amounts?

Fleet Information (for vehicle requests only)

Quantity: 3 **Cost per vehicle:** \$62,150.00
Vehicle type: Light Transit Vehicle **ALI code:** 111204
Fuel type: Gas
Hybrid description:
Fixed route or demand response: Demand Response
Total Spare Ratio: 19 Buses : 5 Spares
Average Fleet Age (Revenue Vehicles only): 7 yrs

Milestone Information

Invitation for bid date: Feb. 28, 2019
Project award date: March 31, 2019
Delivery date for the first vehicle: March 31, 2020
Delivery date for the last vehicle: March 31, 2020
Project completion date: April 30, 2020

CURRENT VEHICLES TO BE REPLACED

VIN:	Vehicle Type:	Model Year:	Current Mileage:	Fuel Type:
<u>1FDEE3FLXBDA29913</u>	<u>LTN</u>	<u>2011</u>	<u>177,762</u>	<u>Gasoline</u>
<u>1FDEE3FL1BDA29914</u>	<u>LTN</u>	<u>2011</u>	<u>162,203</u>	<u>Gasoline</u>
<u>1FDEE3FL4BDA29924</u>	<u>LTN</u>	<u>2011</u>	<u>190,098</u>	<u>Gasoline</u>

Continued:

VIN:	Vehicle Type:	Model Year:	Current Mileage:	Fuel Type:
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Age of Vehicle to be Replaced (50 Points)	ODOT Disposition Criteria Age	1+	2+	3+	4+	5+
SMV, MMV, CV, BSV	4	10	20	30	40	50
LTV, LTN	5	10	20	30	40	50
<30 ft Bus	7	10	20	30	40	50
30-35 ft Bus	10	10	20	30	40	50
35-40 ft Bus	12	10	20	30	40	50

Mileage of Vehicle to be Replaced (40 Points)	ODOT Disposition Criteria Mileage	50,000+	100,000+	150,000+	200,000+	250,000+
SMV, MMV, CV, BSV	100,000	10	20	30	40	40
LTV, LTN	150,000	10	20	30	40	40
<30 ft Bus	200,000	10	20	30	40	40
30-35 ft Bus	350,000	10	20	30	40	40
35-40 ft Bus	500,000	10	20	30	40	40

Age of Fleet (10 Points)	ODOT Disposition Criteria Age	1	2	3	4	5
Average Age of Fleet	N/A	2	3	4	5	6
		6	7	8	9	10+
		7	7	8	9	10

**CAPITALIZED MAINTENANCE
ADA PARATRANSIT SERVICE
CAPITAL COST OF CONTRACTING
APPLICATION**

Contact Information

Transit Agency: _____

Project Manager: _____ Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Phone: _____ Email: _____

Project Information

Project Cost

Total project cost: 100%

OTPPP funds requested: 80%

TDC amount requested: 0%, 10%, 15% or 20%

Local match: 0%, 10%, 15% or 20%

Source of local match:

Authorized Official Signature:

Title: _____ Date: _____

**FOR CAPITALIZED MAINTENANCE, ADA, AND CAPITAL COST
OF CONTRACTING APPLICATION REQUESTS**

**FOR THOSE SYSTEMS WHO DO NOT SUBMIT DATA TO NTD
USE THE BLACKCAT DATA SUBMITTED TO ODOT FOR CY2017**

1. What was the number of system wide mechanical failures?
(Use the NTD submitted for 2017 data.)
2. What was the number of accidents and incidents system wide?
(Use the NTD submitted for 2017 data.)
3. What were the actual revenue miles for fixed route service?
(Use the 2017 BlackCat Data submitted to ODOT.)
4. What were the actual revenue miles for demand response service?
(Use the 2017 BlackCat Data submitted to ODOT.)
5. Actual operating expenses per revenue hour.
(Use the 2017 BlackCat Data submitted to ODOT.)

MILESTONE INFORMATION

Project start date:

Project completion date:

Project Evaluation, Scoring, and Ranking

(Systems with Demand Response Only)

Equipment Reliability

Maximum= 25 points

Points are assigned according to the actual number of Mechanical failures per 100,000 miles as reported in the 2017 NTD submission. Systems with mechanical failures /100,000 miles of 0 to 2.79 will receive 5 points. Systems with mechanical failures /100,000 miles of 2.80 to 6.99 will receive 20 points, and systems with mechanical failures /100,000 greater than 6.99 and up will receive 25 points.

Follow the formula below to arrive at your Road Call/100,000 mile figure.

1. The number of mechanical failures reported on 2017 NTD submission.....

2. Total revenue miles for 2017 reported in BlackCat submission divided by 100,000 = (carry to 2 decimal places)... _____

Line #1 divided by line #2 = (mechanical failures per 100,000 miles) = (carry to 2 decimal places)..... _____

EQUIPMENT RELIABILITY POINTS EARNED..... _____

If you do not report NTD data, you will need to figure your mechanical failures total by using the following criteria. In almost all cases, this figure will be the total of all road calls and coach exchanges. You should report only failure data for revenue vehicles. Revenue vehicle system failures are mechanical problems that affect a vehicle as follows: 1) The vehicle does not complete its scheduled revenue trip, or 2) The vehicle does not start its next scheduled revenue trip, even if a replacement vehicle was put in revenue service on time.

System Safety

Maximum = 45 points

Points are assigned according to the actual number of accidents per 100,000 miles as reported in the 2017 NTD submission. Systems with accidents /100,000 miles of 0 to 0.49 will receive 45 points. Systems with accidents /100,000 miles of 0.50 to 1.29 will receive 35 points, and systems with accidents /100,000 miles of 1.30 and up will receive 20 points.

Follow the formula below to arrive at your accident/100,000 mile figure.

1. Number of accidents reported on the 2017 NTD submission _____

2. Revenue miles reported in the 2017 BlackCat reporting data divided by 100,000 = (carry to 2 decimal places)..... _____

Line #1 divided by line #2 = (accidents per 100,000 miles) = (carry to 2 decimal places).....

SYSTEM SAFETY POINTS EARNED.....

Cost of Service Maximum= 30
points

Points are assigned according to the actual reported total operating expenses per revenue hour as reported in the **2017 BlackCat Data** as submitted to ODOT. Systems with reported operating expenses per revenue hour of 0 to 40.49 will receive 30 points. Systems with operating expenses per revenue hour of 40.50 to 75.99 will receive 20 points, and systems with operating expenses per revenue hour of 76.00 and up will receive 10 points.

1. Actual operating expenses per revenue hour as reported on the **2017 BlackCat Data** is.....

COST OF SERVICE POINTS EARNED.....

TOTAL POINTS AWARDED.....

Project Evaluation, Scoring, and Ranking
(Systems with Fixed Route & Demand Response)

Equipment Reliability Maximum= 25 points

Points are assigned according to the actual number of mechanical failures per 100,000 miles as reported in the **2017 NTD** submission. Systems with mechanical failures /100,000 miles of 0 to 3.99 will receive 5 points. Systems with mechanical failures /100,000 miles of 4.00 to 6.99 will receive 15 points, systems with mechanical failures /100,000 miles of 7.00 to 11.49 will receive 20 points, and systems with mechanical failures /100,000 greater than 11.50 and up will receive 25 points.

Follow the formula below to arrive at your road call/100,000 mile figure.

1. Number of mechanical failures reported on the **2017 NTD** submission
.....
2. Total revenue miles for 2017 reported on ODOT's **BlackCat Data** submission divided by 100,000 = (carry to 2 decimal places)

Line #1 divided by line #2 = (mechanical failures per 100,000 miles) = (carry to 2 decimal places).....

EQUIPMENT RELIABILITY POINTS EARNED.....

If you do not report NTD data, you will need to figure your mechanical failures total by using the following criteria. In almost all cases, this figure will be the total of all road calls and coach exchanges. You should report only failure data for revenue vehicles. Revenue vehicle system failures are mechanical problems that affect a vehicle as follows: 1) The vehicle does not complete its scheduled revenue trip, or 2) the vehicle does not start its next scheduled revenue trip.

System Safety

Maximum= 45 points

Points are assigned according to the actual number of accidents per 100,000 miles as reported in the 2017 NTD submission. Systems with accidents /100,000 miles of 0 to 0.79 will receive 45 points. Systems with accidents /100,000 miles of .80 to 1.99 will receive 40 points, systems with accidents /100,000 miles of 2.00 to 3.49 will receive 20 points, and systems with accidents /100,000 miles of 3.50 and up will receive 10 points. Follow the formula below to arrive at your accident/100,000 mile figure.

1. Number of accidents for fixed route plus number of accidents for demand response /complementary paratransit service.....
2. Total revenue miles for 2017 reported on ODOT's BlackCat Data submission divided by 100,000 = (carry to 2 decimal places).....

Line #1 divided by line #2 = (accidents per 100,000 miles) = (carry to 2 decimal places).....

SYSTEM SAFETY POINTS

EARNED.....

Cost of Service

Maximum= 30 points

Points are assigned according to the actual reported total operating expenses per revenue hour. Systems with operating expenses per revenue hour of \$0 to \$99.99 will receive 30 points, systems with operating expenses per revenue hour of \$100.00 to \$149.99 will receive 20 points, and systems with operating expenses per revenue hour of \$150.00 and up will receive 10 points.

1. Actual operating expenses per revenue hour as reported on 2017 BlackCat reporting data is: (carry to 2 decimal places)

.....

COST OF SERVICE POINTS EARNED.....

Total Points Awarded.....

CAPITAL: NON-VEHICLE APPLICATION

Contact Information

Transit Agency: _____

Project Manager: _____ Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Phone: _____ Email: _____

Project Information

Project Cost

Total project cost: 100%

OTPPP funds requested: 80%

TDC amount requested: 0%, 10%, 15% or 20%

Local match: 0%, 10%, 15% or 20%

Source of local match:

Authorized Official Signature: _____

Title: _____ Date: _____

Basic Requirements for the Use of Transportation Development Credit (TDC)

- Projects that will be awarded TDC must be using federal dollars that are eligible for the use of TDC.
- Any project already in a submitted Federal Transit Administration (FTA) grant cannot use TDC, per the FTA.
- Any project needing TDC must apply to ODOT prior to entering their grant into the current federal grant making software.
- ODOT is the entity responsible for decisions governing the use of TDC.
- Project must be included and approved by FTA in the current STIP prior to being included in an FTA grant.
- Hard capital projects, capitalized maintenance, and capital cost of contracting are eligible.
- Projects whose primary purposes are the coordination of public and human services transportation in a region and include more than one county will receive additional points in the scoring process.

Project Justification for TDC

Demonstrate how the project:

- Improves the state of good repair of public transit assets, allows for additional public transit service, or provides better access to existing service for the general public and persons with disabilities.
- Benefits the state as a whole or benefits a region of the state.
- In a single county has a documented economic development impact in that county and surrounding counties.
- Maximizes federal dollars and frees up local dollars. How will the local dollars be used and include amounts?

Milestone Information

Invitation for Bid date or Request for Proposals date:

Project Award date:

Project Completion date:

1. How does this project contribute to the preservation of the transit service?

Well-functioning buses are paramount to transporting passengers safely and efficiently. While WCTS has back-up vehicles for incidents when a vehicle is down for repairs, replacing an aging fleet, along with our continued effort of an excellent maintenance plan, will provide for an efficient system. Employees will be able to use the system to get to work on time, patients can make it to their medical appointments safely, and the general public can use the convenient system.

2. What will the effects be if the request is denied?

If the request is denied, WCTS will delay the purchase of new buses and purchase fewer buses. The funding would have to come from an already heavily used general fund.

3. Will this project directly reduce emissions?

According to our fleet manager, we believe that this project will reduce emissions because the standards for Ford E350 require newer vehicles to run cleaner than older vehicles.

4. When were the capital items last replaced or purchased?

We ordered three vehicles in 2017 that were delivered in 2018. These three vehicles replaced three 2009 vehicles.

5. Is the project on your current capital and operating plan?

Yes

6. Did the transit system receive a deficiency in maintenance continuing control in the last triennial review? Include a copy of the final FTA report with the closeout letter.

No deficiency in "Maintenance."

7. Did the transit system receive a deficiency in satisfactory continuing control in the last triennial review?

No deficiency in "Satisfactory Continuing Control."

8. Report the total amount spent for capital costs for calendar year 2017.

WCTS did not make any vehicle/capital purchases in 2017. The costs for bus maintenance, which is absorbed in our cost to our contracted service provider was \$112,051.82.

9. Is this project scalable? Can this project be accomplished or effective if less funds are received than requested.

If less funds are awarded, we will still purchase vehicles, but the number of vehicles purchased will depend on the amount of funding received.

PROJECT EVALUATION, SCORING, AND RANKING

- 1. Preservation of Service** Maximum Points = 10

How does this project contribute to the preservation of the transit service? If preservation of service is demonstrated, 10 points are awarded.
- 2. Service Impacts** Maximum Points = 10

What will the effects be if the request is denied?
- 3. Emissions Reduction** Maximum Points = 25

Will this project directly reduce emissions? Capital non-vehicle projects reducing emissions will receive the maximum 25 points. Examples of this category are engine retrofits, biodiesel fuel, and the purchase of compressed natural gas (CNG) or CNG stations. Projects which do not reduce emissions will receive zero points.
- 4. Purchase Plan** Maximum Points = 10

What is the replacement schedule of capital items to be purchased? If the capital items are part of on-going service or maintenance, the maximum 10 points are awarded. Examples of this are garage rehabilitation, fuel station upgrades, and fuel - diesel, biodiesel, or CNG. If the capital items are not part of on-going service or maintenance, 0 points are awarded. Examples are security cameras and office equipment.
- 5. Capital and Operating Plan** Maximum Points = 5

Is the project on your current capital and operating plan? A copy of the transit system's four-year capital and operating plan must be submitted with the application. Five points are awarded for an affirmative response. Zero points are awarded for a negative response. How recently were these items purchased or when were the items first purchased?
- 6. Maintenance** Maximum Points = 10

Did the transit system receive a deficiency in maintenance in the last triennial review? If a deficiency was reported, 0 points are awarded. If there was no deficiency, 10 points are awarded.
- 7. Satisfactory Continuing Control** Maximum Points = 10

Did the transit system receive a deficiency in satisfactory continuing control in the last triennial review? If a deficiency was reported, 0 points are awarded. If there was no deficiency, 10 points are awarded.

8. Capital Costs

Maximum Points = 10

If the capital application request is more than 20% of the total amount spent for capital costs for calendar year 2017, then 0 points are awarded. If the capital application request is less than 20% of the total amount spent for capital costs for calendar year 2017, then 10 points are awarded.

9. Is this project scalable?

Maximum Points = 10

Can this project be accomplished or effective if less funds are received than requested? If yes, then 10 points are awarded. If no, then 0 points are awarded.

Resolution

Number 18-1550

Adopted Date October 09, 2018

ENTER INTO CONTRACT WITH BUILDING CRAFTS INC. FOR THE WAYNESVILLE REGIONAL WWTP IMPROVEMENTS PROJECT

WHEREAS, pursuant to Res. 18-1466, adopted September 25, 2018, this Board approved a Notice of Intent to Award Bid for the Waynesville Regional WWTP Improvements Project to Building Crafts, Inc., for a total bid price of \$2,617,000.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Building Crafts Inc., PO Box 286, Highland Heights, Kentucky, for a total contract price of \$2,617,000.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a—Building Crafts Inc.
Water/Sewer (file)
OMB Bid file

SECTION 00400 - CONTRACT

THIS AGREEMENT, made this 9th day of October, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Building Crafts, Inc., 2 Rosewood Drive, Kentucky**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

WAYNESVILLE REGIONAL WWTP IMPROVEMENTS PROJECT

hereinafter called the project, for the sum of **\$2,617,000.00, two million six hundred and seventeen thousand dollars**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

VOLUME I

SECTION 00040 - INVITATION TO BIDDERS

SECTION 00100 - BID PROPOSAL

SECTION 00120 - EXCEPTION SHEET

SECTION 00130 - BIDDER IDENTIFICATION

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

SECTION 00220 - NONCOLLUSION AFFIDAVIT

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

SECTION 00280 - PERFORMANCE BOND

SECTION 00300 - EXPERIENCE STATEMENT

SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL
PROPERTY TAX

SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID
CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT
OPPORTUNITY AFFIDAVIT

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

SECTION 00400 - CONTRACT

SECTION 00500 - WAGE RATE DETERMINATION

SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00730 - TECHNICAL SPECIFICATIONS

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- a. Substantial completion shall be within 300 days from Notice to Proceed.
- b. Final completion, site restoration work complete, and Contract Closeout shall be within 335 days from Notice to Proceed.

Contractor also agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

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

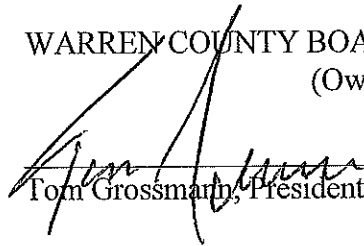
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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

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

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

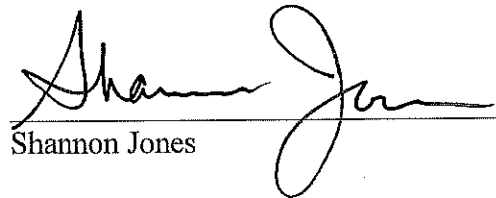
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)


Tom Grossman, President

ATTEST:

David G. Young



Name Laura Lander


Shannon Jones

(Seal)

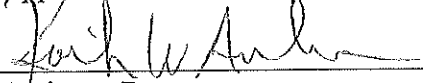
ATTEST:

BUILDING CRAFTS INC.
(Contractor)

By: 
Name

Vice President
Title

Approved as to Form:


Assistant Prosecutor

Resolution

Number 18-1551

Adopted Date October 09, 2018

ENTER INTO CONTRACT WITH RACK & BALLAUER EXCAVATING CO. FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENT PROJECT, PHASE 1

WHEREAS, pursuant to Res. 18-1467, adopted September 25, 2018, this Board approved a Notice of Intent to Award Bid for the Lower Springboro Road Water Improvement Project, Phase 1 to Rack & Ballauer Excavating Co., for a total bid price of \$163,775.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Rack & Ballauer Excavating Co., 11321 Paddys Run, Hamilton, Ohio, for a total contract price of \$163,775.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KHV

cc: c/a—Rack & Ballauer Excavating Co.
Water/Sewer (file)
OMB Bid file

SECTION 00400 - CONTRACT

THIS AGREEMENT, made this 9th day of October, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Rack & Ballauer Excavating Company, Inc., 11321 Paddys Run Road, Hamilton, Ohio**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

LOWER SPRINGBORO ROAD WATER IMPROVEMENT PROJECT, PHASE 1

hereinafter called the project, for the sum of **\$163,775.00, one hundred sixty three thousand, seven hundred and seventy five dollars**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

VOLUME I

SECTION 00040 - INVITATION TO BIDDERS

SECTION 00100 - BID PROPOSAL

SECTION 00120 - EXCEPTION SHEET

SECTION 00130 - BIDDER IDENTIFICATION

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

SECTION 00220 - NONCOLLUSION AFFIDAVIT

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

SECTION 00280 - PERFORMANCE BOND

SECTION 00300 - EXPERIENCE STATEMENT

**SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL
PROPERTY TAX**

**SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID
CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT
OPPORTUNITY AFFIDAVIT**

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

SECTION 00400 - CONTRACT

SECTION 00500 - WAGE RATE DETERMINATION

SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00730 - TECHNICAL SPECIFICATIONS

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- a. Substantial completion shall be within 90 days from Notice to Proceed.
- b. Final completion, site restoration work complete, and Contract Closeout shall be within 120 days from Notice to Proceed.

Contractor also agrees to pay as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

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

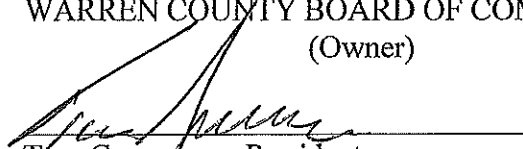
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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

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

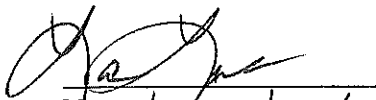
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

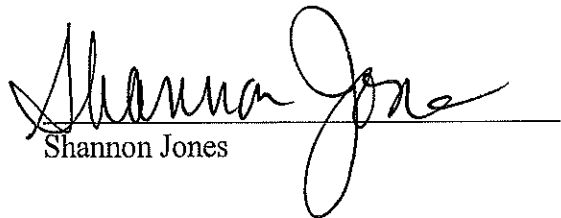
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)


Tom Grossmann, President

ATTEST:

David G. Young

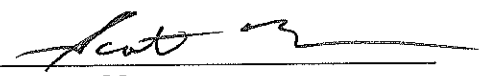

Name Linda Londer


Shannon Jones

(Seal)

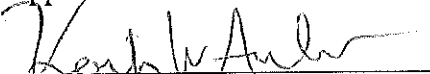
ATTEST:

RACK & BALLAUER EXCAVATING CO. INC.
(Contractor)

By: 
Name

Vice President
Title

Approved as to Form:


Assistant Prosecutor

Resolution

Number 18-1552

Adopted Date October 09, 2018

DECLARE VARIOUS ITEMS WITHIN BOARD OF ELECTIONS, COUNTY COURT, FACILITIES MANAGEMENT, HEALTH DEPARTMENT, JUVENILE DETENTION CENTER, WATER & SEWER - WATER, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Board of Elections County Court, Facilities Management, Health Department, Juvenile Detention Center, Water & Sewer - Water in accordance with the Ohio Revised Code; list of said items 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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/jm

cc: 2018 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

GovDeals

BOE18004

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

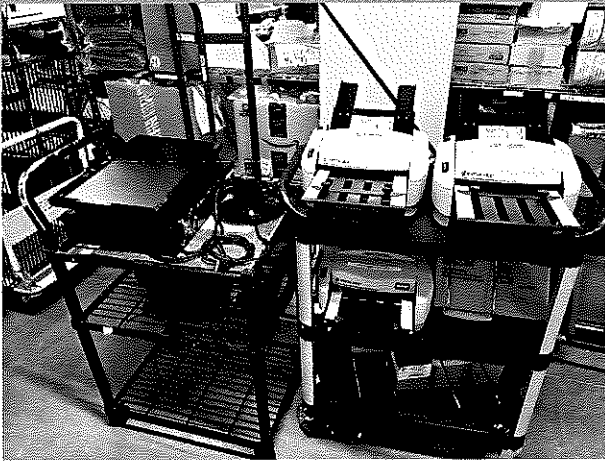
Board of Elections

Date:

Oct 3, 2018

004

Three Paper Folders and 1 Lot of Miscellaneous Comp. Parts



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3	Marin Yale		y	Paper Folding Machines
1			y	One lot of computer equipment

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Admin

Phone Number 513-695-2411

Location of Item: County Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CCT18105

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

County Court

Date:

Sep 20, 2018

105

Fax machine



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand brother

Model # 4100e

Serial # U61639A3J442475

Date Removed From Service 8/17/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

print is faint on received faxes

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Administrator

Phone Number 513-695-2411

Location of Item: Warren County Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

CCT18106

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

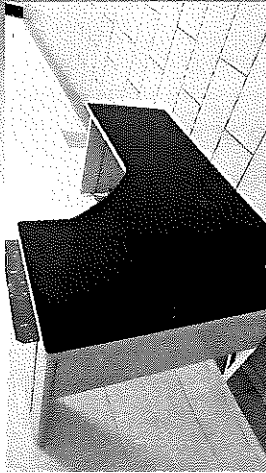
County Court

Date:

Oct 1, 2018

106

2 Metal Desks

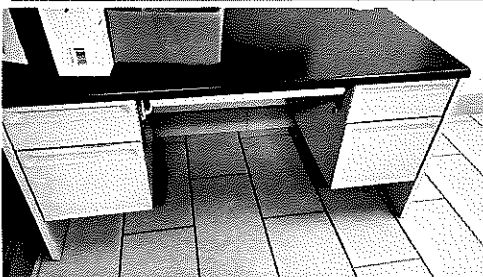


Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			y	METAL DESK (NO DRAWERS)
1			Y	METAL DESK

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: MELISSA MOUBRAY

Title: COURT ADMIN

Phone Number 513-695-2411

Location of Item: ?? VETERANS BAEN

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).

Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

CCT18107

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

County Court

Date:

Oct 3, 2018

107

Fabric desk chairs



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			y	Blue fabric desk chair
1			y	Blue fabric desk chair

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Admin

Phone Number 513-695-2411

Location of Item: County Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # FAC18059

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date: 8/7/18

059

Desk File Cabinets



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

3 laminated two drawer desk file pedestal. One of the pedestal drawer is removed do to that the slide is off. Another pedestal drawer is off set and gets caught on the other drawer when closing.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Admin

Phone Number 513-695-2411

Location of Item: Warren County Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

8/7/18

060

TRUCK SALT SPREADER



Select Item Type

Single Item

Category Snow Removal Equipment

Brand WESTERN

Model # 1000

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

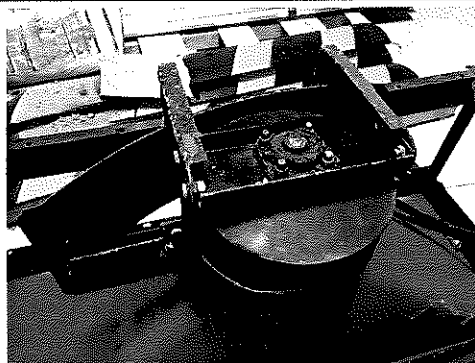
Unknown

Additional Comments

THE SALT SPREADER WAS REMOVED FROM SERVICE BECAUSE THE SPREADER BEARINGS SIEZED UP DO TO RUST AND CAUSED THE SPREADER TO STOP.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray

Title: Court Admin

Phone Number 513-695-2411

Location of Item: Warren County Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

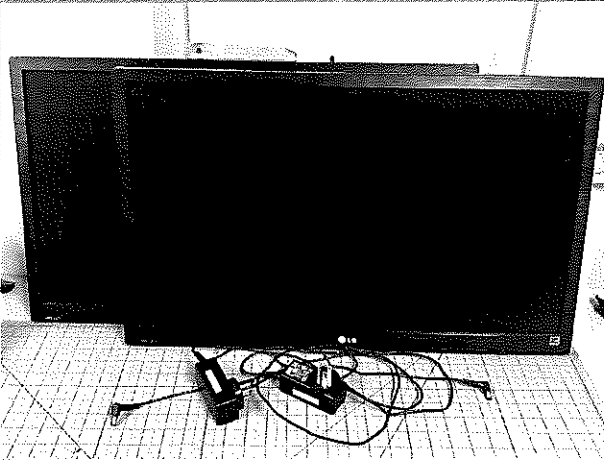
430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management	Date: 8/7/18	062
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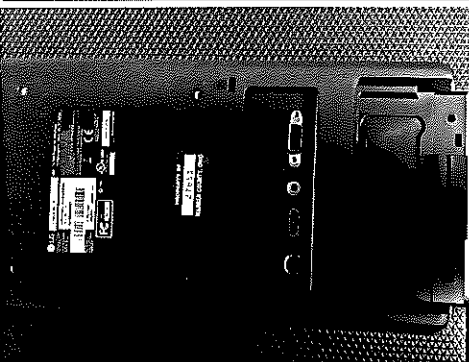
Computer Monitors



Select Item Type		Lot of Multiple Items		
Qty	Brand	Model	Working Condition Y/N	Description
2	HP	27MC37HQ	YES	27" MONITORS, IPS LED, WITH POWER CORDS.

Additional Comments

2 HP MONITORS ARE IN FAIR CONDITION. THE SCREEN IS STARTING TO TURN BLACK IN THE UPPER CORNER. THEY DON'T HAVE MONITOR STANDS. SERIAL #: 501NDCRSQ603.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Melissa Moubray Title: Court Admin Phone Number 513-695-2411

Location of Item: Warren County Court

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles). Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

HTH18014

Michael D. Shadoan
Director

GovDeals Item Inspection Form

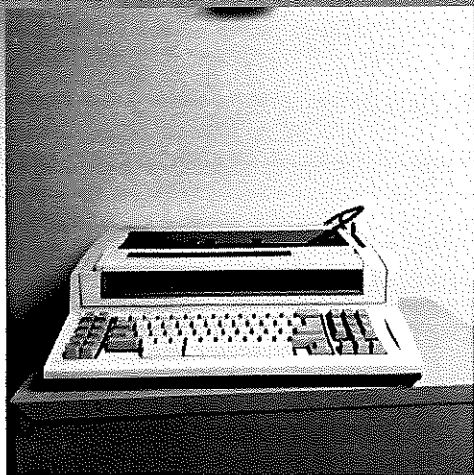
Health Dept.

Date

Sep 25, 2018

014

IBM Typewriter



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand IBM

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Wheel froze up and would not rotate. Only good for parts.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Asst

Phone Number 1273

Location of Item: Basement Stairwell, 416 S. East Street, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

HTH18015

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Health Dept.

Date:

Sep 25, 2018

015

FAX Machine



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand Muratic

Model # F250

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Machine jammed way too much and was too slow.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Asst.

Phone Number 1273

Location of Item: Basement stairwell . 416 S. East Street, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

HTH18016

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Health Dept.

Date:

Sep 25, 2018

016

Lot of 5 Bio-Response Kit Respirators



Select Item Type

Lot of Multiple Items

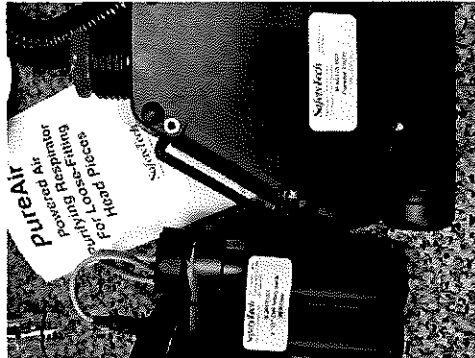
Qty	Brand	Model	Working Condition Y/N	Description
5	Safety Tech	M-60128-00	?	Purifying Respirators

Additional Comments

NOTE: Last picture may not be exact kit. Kits do not include batteries



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Asst.

Phone Number 1273

Location of Item: Warren County Health Dept, Room #107. 416 S. East Street, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

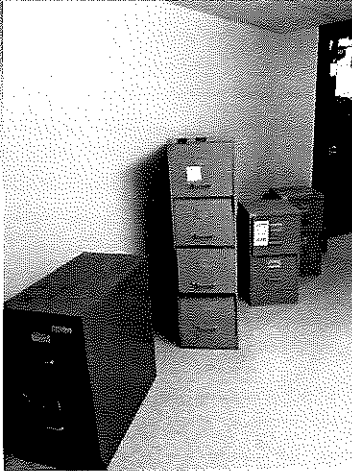
Health Dept.

Date:

Oct 1, 2018

017

Lot of 11 Filing Cabinets



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
6			y	2 Drawer Filing Cabinets
4			y	4 Drawer Filing Cabinets (1 not pictured)
1			y	3 Drawer Filing Cabinet (not pictured)

Additional Comments

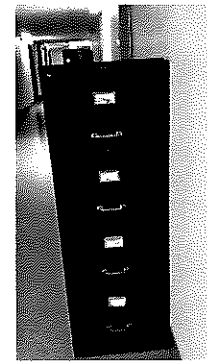
6- 2 Drawer Filing Cabinets and 4 - 4 drawer (one 4 drawer not pictured is grey like below middle pic) and 1-3 drawer cabinet not picture is tan.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Asst.

Phone Number 513-695-1273

Location of Item: Basement Hall of Warren County Health District, 416 S. East Street, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

HTH18018

Michael D. Shadoan
Director

GovDeals Item Inspection Form

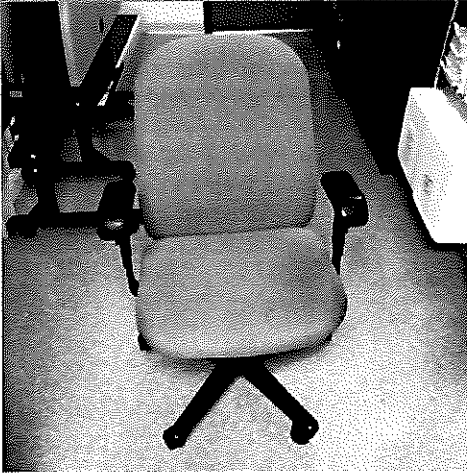
Health Dept.

Date:

Oct 1, 2018

018

Office Chair



Select Item Type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service 1/1/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Asst.

Phone Number 513-695-1273

Location of Item: Basement / Warren County Health District, 416 S. East Street, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

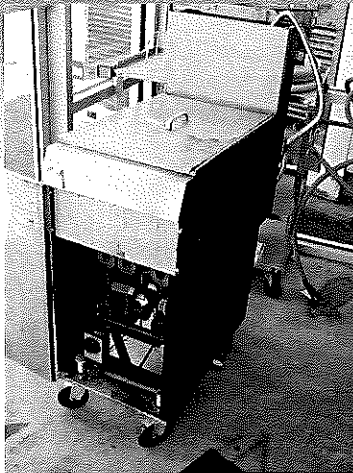
Juvenile

Date:

Oct 2, 2018

015

Vulcan-Hunt Gas Deep Fryer



Select Item Type

Single Item

Category

Cafeteria and Kitchen Equipment

Brand

Vulcan Hunt

Model #

FE3

Serial #

Date Removed From Service

9/28/18

Did Item Work When Removed?

Yes

No

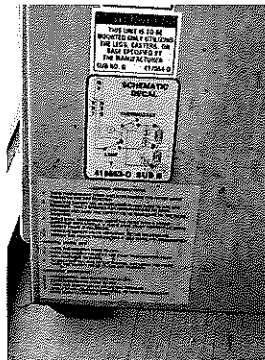
Unknown

Additional Comments

Natural Gas powered Deep Fryer - Last day of use - Unknown - Removed from service on 09/28/18 (no longer needed)



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

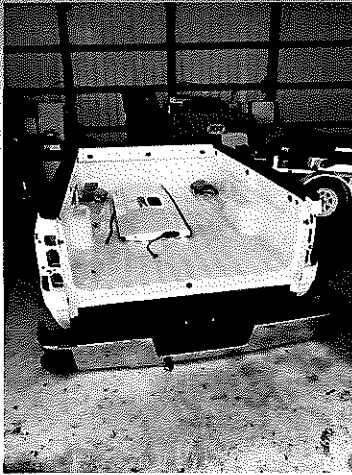
GovDeals Item Inspection Form

Water & Sewer - Water

Date: 9/25/18

005

2019 GMC Sierra Truck Bed 8ft Long Bed



Select Item Type

Single Item

Category Vehicle Equipment/Parts

Brand GMC

Model # SIERRA BED

Serial # 2GT22NEG5K1106756

Date Removed From Service 9/20/18

Did Item Work When Removed?

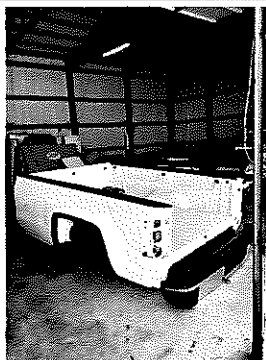
Yes

No

Unknown

Additional Comments

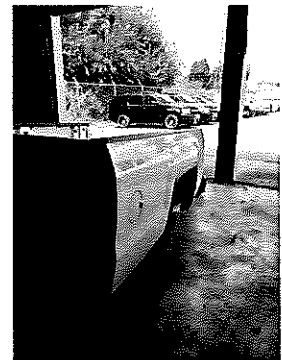
This is a brand new removed truck bed off of a 2019 GMC Sierra(classic body style). 8ft Long bed No Damage, comes with bumper, bed, taillights, and tailgate(with backup camera).



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Asst.

Phone Number 513 695 2307

Location of Item: Warren County Garage 1433 West Main Street Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

WAT18006

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

9/25/18

006

2019 GMC Sierra Truck Bed 8ft Long Bed



Select Item Type

Single Item

Category Vehicle Equipment/Parts

Brand GMC

Model # SIERRA BED

Serial # 2GT22NEG7K1113084

Date Removed From Service 9/20/18

Did Item Work When Removed?

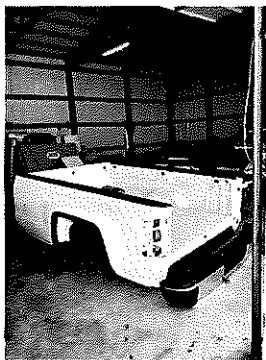
Yes

No

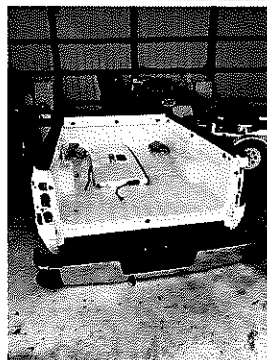
Unknown

Additional Comments

This is a brand new removed truck bed off of a 2019 GMC Sierra(classic body style). 8ft Long bed No Damage, comes with bumper, bed, taillights, and tailgate(with backup camera).



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admn Asst.

Phone Number 513 695 2307

Location of Item: Warren County Garage 1433 West Main Street Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Resolution

Number 18-1553

Adopted Date October 09, 2018

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Love Tattoo Foundation is holding an event at the Warren County Fairgrounds on November 24, 2018, in order to raise funds for various programs benefitting veterans; and

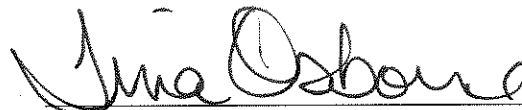
NOW THEREFORE BE IT RESOLVED, to authorize the Vice President of the Board to sign an F-2 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Love Tattoo Foundation for the purpose of obtaining a liquor license during the event being held at the Warren County Fairgrounds; copy of 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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Warren County Agricultural Society (file)
Randy Hayford
C/A—Ohio Department of Commerce, Division of Liquor Control

Resolution

Number 18-1554

Adopted Date October 09, 2018

APPROVE WARREN COUNTY PROSECUTOR LEGAL REPRESENTATION OF THE WARREN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to ORC 309.99 the County Prosecutor may provide legal representation to a County Regional Planning Commission with the approval of a Board of County Commissioners; and

WHEREAS, the Regional Planning Commission has requested that the Warren County Prosecutor provide that legal representation and the Warren County Prosecutor has agreed; and

NOW THEREFORE BE IT RESOLVED, pursuant to ORC 309.99, this Board hereby approves the Warren County Prosecutor providing legal representation to the Warren County Regional Planning Commission; said letter of engagement 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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Prosecutor's Office (file)
RPC (file)



DAVID P. FORNSHELL

WARREN COUNTY PROSECUTOR



September 24, 2018

Stan Williams, Executive Director
Warren County Regional Planning Commission
406 Justice Drive
Lebanon, OH 45036

Re: Legal Representation

Dear Stan:

This will acknowledge receipt of your letter requesting that the Warren County Prosecutor provide legal services to the Warren County Regional Planning Commission (RPC) as authorized by the recent legislation codified in Revised Code sections 308.061 and 309.09. Subject to the approval of the Board of County Commissioners as required by the recent legislation, the Prosecutor's Office is willing to provide legal representation to the RPC, effective November 2, 2018, in all legal matters allowed by the statute at no cost to the RPC except for expenses that may be incurred. The Prosecutor's Office reserves the right to discontinue providing legal services upon reasonable notice to the RPC.

Please note that the Prosecutor's Office is also legal counsel for the Warren County Board of Commissioners and other county elected officials, departments, as well as townships and other entities. If the interests of the RPC ever become adverse to any other entity that the Prosecutor's Office represents, the RPC could be required to obtain separate representation in that matter.

If the terms outlined above are acceptable to the RPC, please have an authorized representative sign where indicated below and return the original of this letter back to the Prosecutor's Office. Upon receipt, I will forward to the Board of County Commissioners for approval.

If you have any questions, comments, or would like to discuss any of these matters, please feel free to call.

Sincerely,

David P. Fornshell
Prosecuting Attorney
Warren County, Ohio

All terms described above are acceptable to the RPC. The RPC understands that should any conflicts of interest develop between the interests of the RPC and any other entity to which the Prosecutor's Office provides legal services, the RPC would be required to obtain separate legal representation.

Authorized Signature

Resolution

Number 18-1555

Adopted Date October 09, 2018

ACKNOWLEDGE RECEIPT OF SEPTEMBER 2018 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the September 2018 County Financial Statement for Funds #101 through #650; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) 
S. Spencer

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES TR/OUT	CURRENT BAL.	WARREN'S DUTY	TREASURER'S BAL.
277 PROBATE COURT CLERK COMPUTER	210,479.01	2,730.00	.00	6,035.00	.00	.00	207,174.01	.00	207,174.01
270 JUVENILE COURT CLERK COMPUTER	169,634.05	1,593.00	.00	.00	.00	.00	171,227.05	.00	171,227.05
277 JUVENILE COURT COMPUTER DRG 21	20,434.64	480.00	.00	.00	.00	.00	20,914.64	.00	20,914.64
280 COMMON PLEAS COURT COMPUTER DR	10,419.01	1,510.00	.00	.00	.00	.00	11,929.01	.00	11,929.01
281 DOMESTIC REL COURT COMPUTER DR	11,520.00	450.00	.00	.00	.00	.00	11,970.00	.00	11,970.00
282 CLERK OF COURTS COMPUTER 2303	274,277.79	4,104.00	.00	.00	.00	.00	280,381.79	.00	280,381.79
283 COUNTY COURT SPECIAL PROJECTS	1,311,476.55	42,323.05	.00	5,210.21	.00	.00	1,348,589.39	741.12	1,349,330.51
284 COGNITIVE INTERVENTION PROGRAM	335,198.39	14,034.95	70.00GR	9,424.84	.00	.00	339,710.50	140.00	339,850.50
285 CORRECTED HANDBOOK LICENSE	694,454.19	10,705.00	.00	9,218.41	.00	.00	695,940.78	.00	695,940.78
286 SHERIFF-DRUG LHM EMPLOYMENT	50,242.64	300.00	.00	.00	.00	.00	50,542.64	111.98	50,654.62
287 SHERIFF-LAW EMPLOYMENT TRUST	100,000.56	.00	.00	.00	.00	.00	100,000.56	.00	100,000.56
288 CERN BASED CORRECTIONS ORNATHIA	2,787.47	.00	.00	.00	.00	.00	2,787.47	300.00	3,087.47
289 COMMUNITY BASED CORRECTIONS	500,018.92	.00	.00	49,655.99	.00	.00	549,674.91	153.94	549,828.85
290 HAZ MAT EMERG PLAN SPEC FUND	1.92	.00	.00	.00	.00	.00	1.92	.00	1.92
291 SHERIFF-D.A.R.E. PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00	.00
292 TRAFFIC SAFETY PROGRAM-SHERIFF	11,175.99	.00	.00	1,036.14	.00	.00	10,139.85	.00	10,139.85
293 SHERIFF GRANTS	15,157.00	.00	.00	6,200.00	.00	.00	8,957.00	.00	8,957.00
294 SHERIFF DARE LAW ENFORCEMENT C	130,132.10	.00	.00	.00	.00	.00	130,132.10	.00	130,132.10
295 TACTICAL RESPONSE UNIT	13,358.20	.00	.00	147.51	.00	.00	13,210.69	142.51	13,353.20
296 COMP REHAB-ODMPAYMENT ASST-CO	41,845.14	.00	.00	.00	.00	.00	41,845.14	.00	41,845.14
297 ENFORCEMENT & EDUCATION/ASST. IS	94,254.36	927.07	.00	.00	.00	.00	95,181.43	.00	95,181.43
298 REHAB, INC. FUNDS	82,461.74	.00	.00	.00	.00	.00	82,461.74	.00	82,461.74
299 COUNTY TRANSIT	1,543,401.03	70,660.68	.00	159,799.21	.00	.00	1,454,262.50	.00	1,454,262.50
327 OGD RETIREMENT SPECIAL ASSESS	1,183,645.41	313.59	.00	.00	.00	.00	1,183,959.00	.00	1,183,959.00
360 STATE MPHC LHM	56,357.85	.00	.00	.00	.00	.00	56,357.85	.00	56,357.85
368 2013 RADIO SYSTEM BONDS	869,295.62	.00	.00	.00	.00	.00	869,295.62	.00	869,295.62
384 TAX INCREMENT FINANCING - PAG	2,179,687.28	.00	.00	.00	.00	.00	2,179,687.28	.00	2,179,687.28
393 2009 BID BOND CHECKS DE BUREAU	2,879,884.34	.00	.00	.00	.00	.00	2,879,884.34	.00	2,879,884.34
401 COUNTY WIDE FINANCIAL SOFTWARE	495,342.49	.00	.00	39,397.20	.00	.00	455,945.29	10,640.46	466,585.75
430 DEFUNDLED SUPERVISION SPEC ASH	399,150.40	.00	.00	.00	.00	.00	399,150.40	.00	399,150.40
431 SOCIETALVILLE FOSTERS SERVICE & R	.00	.00	.00	.00	.00	.00	.00	.00	.00
432 EDWARDSVILLE ROAD BRIDGE	.00	.00	.00	.00	.00	.00	.00	.00	.00
436 STRUBB RD BRIDGE 207-D-02	7,206.74	.00	.00	7,420.31	.00	.00	236.45	.00	236.45
437 KING AVE BRIDGE PROJECT	100,936.26	.00	.00	44,880.65	.00	.00	56,055.61	.00	56,055.61
439 VARIOUS WATER ASSESSMENT PROJ	.00	.00	.00	.00	.00	.00	.00	.00	.00
449 VARIOUS SEWER ASSESSMENT PROJ	.00	.00	.00	.00	.00	.00	.00	.00	.00
450 ESTATES OF KEUCER CREEK ROAD P	15,352.00	.00	.00	.00	.00	511,000.00	526,352.00	1.00	526,353.00
453 BID 122 & TWP LINE RD ROUNDABO	331,542.03	.00	.00	4,504.09	.00	.00	327,037.94	6,504.09	333,542.03
454 FIELDS-KETEL ROAD IMPROV PROJ	9,245.01	.00	.00	.00	.00	.00	9,245.01	.00	9,245.01
455 PHASE II ROAD RESURFACING	.00	.00	.00	.00	.00	.00	.00	.00	.00
463 FIELDS-KETEL AND COLUMBIA ROAD	.00	.00	.00	.00	.00	.00	.00	.00	.00
467 COUNTY COURT FACILITIES	3,035,040.40	.00	.00	97,090.60	.00	.00	2,937,949.80	56,496.74	2,994,446.54
479 AIRPORT CONSTRUCTION	1,179,044.76	.00	.00	.00	.00	.00	1,179,044.76	.00	1,179,044.76
484 PAC TIF ROAD CONSTRUCTION	1,090,125.67	.00	.00	1,090,125.67	.00	.00	.00	1,090,125.67	1,090,125.67
485 HERRIN VALLEY CANING TIF	999,061.90	.00	.00	.00	.00	.00	999,061.90	.00	999,061.90
492 COMMUNICATION PROJECTS	3,715,031.63	.00	.00	11,355.25	.00	.00	3,703,676.38	.00	3,703,676.38
493 REDEVELOPMENT TAX EQUIVALENT F	215,551.60	.00	.00	.00	.00	.00	215,551.60	.00	215,551.60
494 COURTS BUILDING	1,311,273.76	.00	.00	40,370.92	.00	.00	1,270,902.84	8,776.34	1,279,679.18
495 JAIL CONSTRUCTION SALES TAX	3,233,596.28	903,201.52	.00	2,032.82	.00	.00	4,134,764.98	.00	4,134,764.98
496 JUVENILE DETENTION ADDITION &	201,460.94	.00	.00	.00	.00	.00	201,460.94	.00	201,460.94
497 JAIL CONSTRUCTION & REHAB	4,839,396.25	.00	.00	1,225.00	.00	.00	4,838,171.25	.00	4,838,171.25
498 COUNTY PARKS/ROUNDS CONSTRUCTION	846,082.64	.00	.00	.00	.00	.00	846,082.64	.00	846,082.64
499 JUVENILE/PROBATE COURT EXPANSI	3,673,699.58	.00	.00	184,734.73	.00	.00	3,488,964.85	4,734.73	3,493,699.58
510 WATER REVENUE	26,722,250.37	1,339,889.04	3,920.56GR	807,415.69	.00	.00	27,254,633.16	67,644.35	27,322,277.51

FUND NAME	PREVIOUS BAL.	RECEIPTS	REG. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS DUT	TREASURER'S BAL.
574 LOWER LITTLE MIAMI WASTEWATER	.00	.00	.00	.00	.00	.00	.00	.00	.00
575 SEWER COBALT PROJECTS (REVENUE)	1,326,300.10	338,500.00	.00	1,477.22	.00	.00	1,663,310.88	.00	1,663,310.88
580 SEWER REVENUE	29,129,379.85	505,021.14	409.30CR	811,212.84	.00	.00	28,952,770.83	176,277.46	29,129,053.29
584 SEWER IMPROV-WARREN CO. UDCATIO	173,474.43	5,666.93	.00	.00	.00	.00	179,141.36	.00	179,141.36
588 WATER COBALT PROJECTS (REVENUE)	1,203,774.88	.00	.00	3,699.88	.00	.00	1,200,075.00	.00	1,200,075.00
590 STORM WATER TIER 1	249,587.79	.00	.00	9,697.14	.00	.00	239,890.65	.00	239,890.65
619 VEHICLE MAINTENANCE ROTARY	309,024.51	39,168.05	.00	39,240.26	.00	.00	308,953.10	8,695.13	317,648.23
620 SHERIFF'S POLICING REDEV. FUND	814,871.71	1,132,631.00	.00	372,006.41	.00	.00	1,565,416.30	35,824.20	1,601,240.50
631 COMMUNICATIONS ROTARY	232,786.35	2,192.89	.00	2,832.15	.00	.00	231,647.09	.00	231,647.09
632 HEALTH INSURANCE	4,853,021.25	846,061.34	.00	715,511.66	1,500.00	.00	4,982,070.93	51,783.12	5,033,854.05
635 WOODS - SELF INSURANCE	.00	.00	.00	.00	.00	.00	.00	.00	.00
636 WORKERS COMP SELF INSURANCE	1,407,115.65	.00	.00	44,858.90	1,500.00CR	.00	1,363,756.75	10,315.67	1,374,072.42
637 PROPERTY & CASUALTY INSURANCE	993,407.83	2,047.35	.00	14,746.89	.00	.00	980,708.29	.00	980,708.29
650 GASOLINE ROTARY	256,792.51	72,193.63	.00	141,413.21	.00	.00	187,572.93	59,005.77	246,578.70
707 P. E. R. S. ROTARY	2,726.82	732,606.97	.00	732,686.99	.00	.00	2,726.80	371,776.83	374,503.63
708 MEMBERSHIP FUND	19,294,990.66	346,044.31	.00	19,682,896.55	5,050.16CR	.00	3,128.18	5,050.10	8,178.28
709 CORPORATION FUND	8,274,707.87	208,716.77	.00	8,473,773.90	.00	.00	1,650.74	4,293.31	5,944.05
713 WATER-SEWER ROTARY FUND	293,147.16	2,136,118.50	213.07CR	2,274,255.07	.00	.00	154,796.80	581.84	154,978.64
714 PAYROLL ROTARY	189,321.10	5,168,805.87	.00	5,275,699.82	.00	.00	82,427.50	428,268.45	510,695.95
715 NON PARTICIPANT ROTARY	.00	1,544.64	.00	1,544.64	.00	.00	1,544.64	.00	1,544.64
716 SCHOOL	35,005,376.40	18,764.56	.00	35,005,376.40	.00	.00	18,764.56	.00	18,764.56
717 UNDIVIDED GENERAL TAX	2,703,212.23	714,805.62	.00	29,637.28	.00	.00	3,390,385.57	53,454.52	3,443,840.10
718 TANGIBLE PERSONAL PROPERTY	900.00	490.37	.00	.00	.00	.00	1,390.37	.00	1,390.37
719 TRAILER (LIKE REAL ESTATE) TAX	3,597.34	5,131.42	.00	.00	.00	.00	4,728.76	.00	4,728.76
720 LOCAL GOVERNMENT FUND	.00	379,417.55	.00	379,417.55	.00	.00	.00	.00	.00
721 SPECIAL DISTRICTS	524,306.96	.00	.00	524,306.96	.00	.00	.00	.00	.00
722 CIGARETTE LICENSE TAX	53.21	90.22	.00	.00	.00	.00	143.43	.00	143.43
723 GASOLINE TAX	.00	322,621.90	.00	322,621.90	.00	.00	.00	.00	.00
725 UNDIVIDED WIRELESS 911 GOV ASS	65,140.61	37,777.51	.00	65,140.61	.00	.00	37,777.51	.00	37,777.51
726 MOTOR VEHICLE LICENSE TAX	.00	814,931.03	.00	814,931.03	.00	.00	.00	.00	.00
727 VAN TOP 3 HILL POLICE LUV REF	.00	.00	.00	.00	.00	.00	.00	140.50	140.50
728 TREASURER TAX REFUNDS	.00	.00	.00	.00	.00	.00	.00	2,150.44	2,150.44
731 CREDIT ADVANCE TAX	303,449.24	261,458.30	.00	304,025.74	.00	.00	261,080.00	20.00	261,100.00
734 REAL ESTATE ADVANCE PAYMENT	45,161.42	4,278.48	.00	.00	.00	.00	49,439.90	.00	49,439.90
740 TRAILER TAX	142.64	635.81	.00	.00	.00	.00	778.45	.00	778.45
741 LIFE INSURANCE	15,552.93	10,100.00	.00	10,232.37	.00	.00	15,420.56	.00	15,420.56
742 LIBRARIES	1,028,512.14	421,093.01	.00	2,250,427.10	.00	.00	328.07	.00	328.07
744 ARCO PARK IMPROVEMENT FEES	.00	.00	.00	.00	.00	.00	.00	.00	.00
745 STATE	2,947.20	1,354.37	.00	2,947.20	.00	.00	1,354.37	1.00	1,355.37
746 MIAMI CONSERVANCY DISTRICT FUND	10,051.40	.00	.00	.00	.00	.00	10,051.40	.00	10,051.40
747 ADVANCE ESTATE TAX	16,891.44	.00	.00	.00	.00	.00	16,891.44	.00	16,891.44
751 UNDIVIDED INTEREST	389,843.60	435,995.45	731.03CR	.00	.00	.00	825,108.02	.00	825,108.02
754 OHIO ELECTIONS COMMISSION FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
756 SEWER ROTARY	100,086.60	79,736.67	.00	59,520.40	.00	.00	120,302.87	.00	120,302.87
758 WIA PASS THROUGH TO BUTLER/CLE	.00	146,469.33	.00	146,469.33	.00	.00	.00	.00	.00
761 OUTSIDE ENTITY FLOWTHRU	7,007.49	4,671.66	.00	11,679.15	.00	.00	.00	11,679.15	11,679.15
765 RECORDER'S ESCROW FUND	19,458.13	1,750.00	.00	1,443.40	.00	.00	19,772.73	.00	19,772.73
766 ESCROW ROTARY	922,135.53	7,667.40	.00	6,483.80	.00	.00	923,319.10	6,483.83	929,802.93
767 UNIDENTIFIED DEPOSITS	37,897.14	27,930.39	.00	.00	.00	.00	65,767.53	.00	65,767.53
773 SEX OFFENDER REGISTRATION FEE	.00	.00	.00	.00	.00	.00	.00	.00	.00
775 UNDIVIDED SHERIFF WED CHECK FE	28,010.00	12,078.00	.00	16,879.00	.00	.00	15,209.00	.00	15,209.00
776 UNDIVIDED EVIDENCE SHERIFF	33,849.16	.00	.00	237.91	.00	.00	33,611.25	1,078.70	34,689.95
777 UNDIVIDED FEDERAL & STATE FORF	.00	.00	.00	.00	.00	.00	.00	74.23	74.23
778 COURT ORDERED SHERIFF SALES	405,929.75	1,162,642.30	.00	1,192,712.01	.00	.00	375,060.04	728,662.14	1,104,522.18

REPORT FADPOB CONTINUES

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	WARRANTS DUE	TREASURER'S BAL.
779 UNDIVIDED DRUG TASK FORCE SEIZ	460,072.56	12,394.00	.00	1,250.07	.00	.00	479,516.49	7,343.00	484,859.49
701 REFUNDABLE DEPOSITS	460,726.02	10,133.71	.00	20,191.72	.00	.00	452,668.00	7,632.55	460,300.55
702 SHERIFF - LOST/UNRECOVERED PROPE	354.34	.00	.00	.00	.00	.00	354.34	.00	354.34
785 HARSIE WAYNE CAPACITY FEES	6,000.00	.00	.00	6,000.00	.00	.00	.00	.00	.00
786 PBT IN LIEU OF TAXES	.00	.00	.00	.00	.00	.00	.00	.00	.00
787 UNDIVIDED INCHIC TAX-REAL PROP	0,411.15	.00	25,729.74	30,779.92	.00	.00	3,360.99	.00	3,360.99
788 UNDIVIDED PUBLIC UTILITY DEREG	.00	.00	.00	.00	.00	.00	.00	.00	.00
789 FORFEITED LAND	.00	.00	.00	.00	.00	.00	.00	.00	.00
790 FORFEITED LAND EXCESS SALE PRD	3,034.82	.00	.00	.00	.00	.00	3,034.82	.00	3,034.82
792 ZONING & BLDG BOND FUND	10,600.00	.00	.00	2,000.00	.00	.00	16,600.00	400.00	17,000.00
793 HOUSING TRUST AUTHORITY	190,944.00	79,816.40	.00	270,740.40	.00	.00	.00	275,972.00	275,972.00
795 UNDIVIDED INCIDENT FEES	.00	1,746.00	.00	1,746.00	.00	.00	.00	349.20	349.20
796 MUNICIPAL DRG VIOLATION JUDGE	0,116.33	.00	.00	300.00	.00	.00	7,816.33	105.00	7,921.33
797 NEW UNDIVIDED AUCTION PROCEEDS	.00	2.00	.00	2.00	.00	.00	.00	.00	.00
798 OLD ZONING & BLDG BOND FUND	130,020.47	.00	.00	.00	.00	.00	130,020.47	.00	130,020.47
043 UNCLAIMED MONEY	505,629.05	57,139.12	.00	500.00	.00	.00	562,268.17	.00	562,268.17
055 CH. SERV. SCHEDULE SMITH TRUST	43,609.59	.00	.00	.00	.00	.00	43,609.59	.00	43,609.59
911 WARREN CO. - HEALTH DISTRICT	0,147,405.41	106,642.57	1,009.00CR	521,651.15	.00	.00	7,730,507.83	95,697.28	7,826,405.11
912 FOOD SERVICE	366,088.69	5,240.00	100.00CR	260.70	.00	.00	370,807.99	394.00	371,201.99
915 PLUMBING BOND-HEALTH DEPT.	24,000.00	.00	.00	1,500.00	.00	.00	22,500.00	2,000.00	24,500.00
916 STATE REGULATED SEWAGE PROGRAM	106,461.04	18,152.00	120.00CR	1,067.00	.00	.00	123,426.04	1,097.00	124,523.04
925 WATER & SOIL CONSERVATION DIST	290,571.12	9,146.00	.00	34,550.75	.00	.00	265,166.37	120.00	265,286.37
928 REGIONAL PLANNING	231,330.00	19,197.00	1,070.00CR	47,662.79	.00	.00	201,794.21	11,790.18	213,584.39
930 WARREN COUNTY PARK DISTRICT	478,649.54	91,140.56	.00	41,873.89	.00	.00	525,936.21	9,440.40	535,376.61
944 ARBORE PARK	393,767.01	159,215.01	550.00CR	123,259.61	.00	.00	429,273.21	30,581.52	459,854.73
953 WATER SYSTEM FUND	13,500.17	373.93	75.00CR	208.89	.00	.00	13,672.22	.00	13,672.22
954 MENTAL HEALTH RECOVERY SERVICE	13,394,574.16	84,674.39	.00	644,499.28	.00	.00	12,834,749.27	320,120.16	13,162,969.43
951 HEALTH SMART FUND	286,824.00	7,850.30	.00	21,254.00	.00	.00	273,520.20	.00	273,520.20
963 CHAPARRALS	3,686.20	.00	.00	.00	.00	.00	3,686.20	.00	3,686.20
976 HEALTH - SUBMERSI PDDL FUND	163,945.00	.00	.00	215.00	.00	.00	163,750.00	215.00	163,965.00
977 DRUG TASK FORCE CDB	450,282.93	210,709.42	.00	129,580.92	.00	.00	497,405.39	1,530.10	499,015.49
994 WARREN COUNTY FIRE RESPONSE AN	.00	.00	.00	.00	.00	.00	.00	.00	.00
COLUMN TOTALS	340,740,559.37	20,399,473.09	15,042.07CR	95,365,462.11	9,101.49CR	.00	272,776,689.75	6,214,521.77	
							OUTSTANDING WARRANTS	6,214,521.77	
							TOTAL FOR FUNDS	279,991,211.52	
							COUNTY TREASURY	255,460.44	
							COUNTY DEPOSITORIES	279,735,543.08	
							COUNTY TOTAL	279,991,211.52	

AUDITOR'S OFFICE, WARREN COUNTY, OHIO

IT IS HEREBY CERTIFIED, that the foregoing is a true and accurate statement for the September 2018, FINANCES OF WARREN COUNTY, OHIO showing the balance on hand in each fund and account at the beginning of the month, the amount received in each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

END OF FUND REPORT

Resolution

Number 18-1556

Adopted Date October 09, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #10/04/2018 001, #10/04/2018 002, #10/04/2018 003, #10/04/2018 004, #10/04/2018 005, #10/09/2018 001, #10/09/2018 002, #10/09/2018 003, #10/09/2018 004, #10/09/2018 005, #10/09/2018 006, #10/09/2018 007, #10/09/2018 008, #10/09/2018 009, and #10/09/2018 010; said batches are attached hereto and made a part hereof.

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

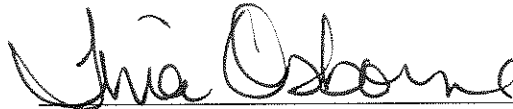
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea


Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 18-1557

Adopted Date October 16, 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Refunds file

Resolution

Number 18-1558

Adopted Date October 09, 2018

ENTER INTO AN EROSION CONTROL BOND AGREEMENT FOR HOME RUN DEVELOPMENT FOR COMPLETION OF IMPROVEMENTS IN TRAILS OF GREYCLIFF, SECTION 5 SITUATED IN FRANKLIN TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Trails of Greycliff, Section 5
Developer	:	Home Run Development
Township	:	Franklin
Amount	:	\$29,542.50
Surety Company	:	Civista Bank – Cashier’s Check #1264969

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
M. Pesavento
Soil & Water (file)
Bond Agreement file

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

N/A

This Agreement made and concluded at Lebanon, Ohio, by and between Home Run
Development / Grey Cliff (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
_____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Trails of
Grey Cliff **Subdivision, Section/Phase** 5 (3) (hereinafter the "Subdivision") situated in
Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County
Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the
"Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$22,725.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$22,725.00; 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 \$29,542.50 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

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

2. The County Commissioners will, upon approval of the Director of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$4,546.⁰⁰ 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:

Home Run Development

562 N. Main St.
Springboro, OH 45066
Attn: Austin Kaiser
Ph. (937) 903-2680

D. To the Surety:

Ph. (_____) _____ - _____

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 #** 1264969)

 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:

SURETY:

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: AUSTIN N. Kaiser

PRINTED NAME: _____

TITLE: Developer / COO

TITLE: _____

DATE: 9/25/18

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 18-1558, dated 10/9/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 10/9/18

RECOMMENDED BY:

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

APPROVED AS TO FORM:

By: [Signature] Asst. Pros.
COUNTY PROSECUTOR

Key:

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



Cashier's Check

1264969

REMITTER HOME RUN DEVELOPMENT LLC

Date: 9/25/18

Branch: 0343

COMMENT: BOND

\$29,542.50

PAY EXACTLY **29,542 AND 50/100 DOLLARS
TO THE ORDER OF

WARREN COUNTY COMMISSIONERS

⑈0001264969⑈ ⑈041201635⑈ 089025⑈

CIVISTA BANK
Sandusky, Ohio 44870

Cashier's Check 1264969

DATE: 9/25/18

REMITTER: HOME RUN DEVELOPMENT LLC
610 GREENLEAF VILLAGE
SPRINGBORO, OH 45066

BRANCH: 0343
ORIGINATOR: W24TCDESKI
TIME: 11:24:24
CK AMT: \$29,542.50
FEE AMT:

TO: WARREN COUNTY COMMISSIONERS

TOTAL: \$29,542.50

COMMENT: BOND

NON-NEGOTIABLE

Resolution

Number 18-1559

Adopted Date October 09, 2018

APPROVE A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #202
INTO THE FIELDS ERTEL ROAD IMPROVEMENT PROJECT FUND #454

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Fields Ertel Road Improvement Project between Snider Rd and Wilkens Blvd. has requested a cash advance until monies are received from fund #202; and

WHEREAS, said cash advance will be repaid upon receipt of said funds from fund #202; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance:

\$321,376.00	from	#202-5555-666	(Advances of Cash Out)
	into	#454-5555-555	(Cash Advance In)


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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Cash Advance File
Engineer (file)
OMB
Tina Osborne

Resolution

Number 18-1560

Adopted Date October 09, 2018

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #101-1112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #270

WHEREAS, the Mary Haven Youth Center has requested that the fourth quarter of their 2018 operating contribution be transferred from the County Commissioners Fund #101 into the Mary Haven Youth Treatment Center Fund #270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #101 into Mary Haven Youth Treatment Center Fund #270:

\$234,675.00 from #101-1112-744-9000 (County Commissioners, Grants-Mary Haven)
into #270-9001-999-9000 (Mary Haven - County Grant Transfers)

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1561

Adopted Date October 09, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT COMMUNITY BASED CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following supplemental appropriations:

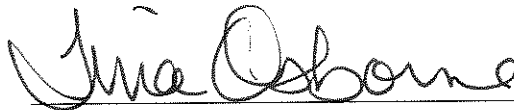
\$ 15,000.00	into	#289-1227-210	(Material & Supplies)
\$ 10,000.00	into	#289-1227-400	(Purchased Services)
\$ 20,000.00	into	#289-1227-850	(Training - Education)
\$ 14,000.00	into	#289-1220-102	(Regular Salaries)
\$ 6,000.00	into	#289-1227-102	(Regular Salaries)


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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental Adjustment file
Common Pleas (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1562

Adopted Date October 09, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #295

BE IT RESOLVED, to approve the following supplemental appropriation:

\$2,000.00 into #295-2200-210 (Materials & Supplies)

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

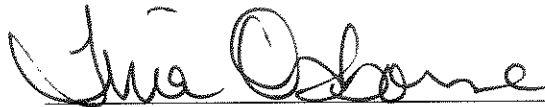
Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Sheriff (file)

Resolution

Number 18-1563

Adopted Date October 09, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND #285

BE IT RESOLVED, to approve the following supplemental appropriations:

\$100.00 into #285-2200-910 (Other Expenses)

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1564

Adopted Date October 09, 2018

APPROVE APPROPRIATION ADJUSTMENTS AND SUPPLEMENTAL APPROPRIATION
WITHIN SHERIFF'S OFFICE FUND #286

BE IT RESOLVED, to approve the following appropriation adjustments and supplemental
appropriation:

Appropriation Adjustments:

\$6,000.00	from #286-2200-210	(Material & Supplies)
	into #286-2200-400	(Purchased Services)
\$6,500.00	from #286-2200-850	(Training)
	into #286-2200-400	(Purchased Services)
\$12,500.00	from #286-2200-910	(Other Expenses)
	into #286-2200-400	(Purchased Services)

Supplemental Appropriation:

\$5,000.00	into #286-2200-400	(Purchased Services)
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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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Supplemental Appropriation file
Sheriff's Office (file)

Resolution

Number 18-1565

Adopted Date October 09, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO INFORMATION TECHNOLOGY FUND #101-1400

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Information Technology Fund #101-1400 in order to process a sick and vacation leave payout for Constance M. Brennan former employee of Information Technology:

\$ 47.00 from #101-1110-881 (Commissioners – Sick Leave Payout)
into #101-1400-881 (IT – Sick Leave Payout)

\$6,712.00 from #101-1110-882 (Commissioners - Vacation Leave Payout)
into #101-1400-882 (IT - Vacation Leave Payout)

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


Mr. Grossmann – yea

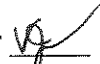
Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Information Technology (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1566

Adopted Date October 09, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN RECORDER'S FUND #101-1160

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #101-1160-820 (Health Insurance)
into #101-1160-811 (OPERS)

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Recorder (file)

Resolution

Number 18-1567

Adopted Date October 09, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM BOARD OF ELECTIONS FUND
#101-1301 INTO #101-1300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$17,625.00	from	#101-1301-210	(Office Supplies)
	into	#101-1300-400	(Purchased Services)
\$10,000.00	from	#101-1301-151	(Special Election Pollworkers)
	into	#101-1300-151	(Pollworkers)


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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Board of Elections (file)

Resolution

Number 18-1568

Adopted Date October 09, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE PROBATION FUND
#101-2500

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,000.00 from #101-2500-210 (Office Supplies)
into #101-2500-317 (Non Capital Purchases)

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Juvenile (file)

Resolution

Number 18-1569

Adopted Date October 09, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN MOTOR VEHICLE FUND #202

BE IT RESOLVED, to approve the following appropriation adjustment:

\$375,745.00 from #202-3130-400 (Purchased Services)
into #202-3130-320 (Capital Purchases)

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Engineer (file)

Resolution

Number 18-1570

Adopted Date October 09, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR'S OFFICE FUND
#245

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 2.99	from #245-2450-210	(Material & Supplies)
	into #245-2450-950	(Refunds)
\$650.21	from #245-2450-910	(Other Expense)
	into #245-2450-950	(Refunds)

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CSM/

cc: Auditor 
Appropriation Adjustment file
Prosecutor (file)

Resolution

Number 18-1571

Adopted Date October 09, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING
DEPARTMENT FUND #101-2300

BE IT RESOLVED, to approve the following appropriation adjustment:

373.48	from	#101-2300-910	(Other Expense)
	into	#101-2300-317	(Non Capital Purchases)

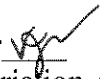
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Building/Zoning (file)

Resolution

Number 18-1572

Adopted Date October 09, 2018

APPROVE APPOINTMENTS AND REAPPOINTMENTS OF WARREN COUNTY MEMBERS TO THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Board of County Commissioners of Warren County, Ohio adopted Resolution Number 05-121 on February 1, 2005 which approved the Area 12 Workforce Investment Board | Butler - Clermont - Warren; and

WHEREAS, thereafter, Butler, Clermont and Warren Counties individually shall be responsible for the appointments, reappointments, and/or replacements of individuals from the respective county on the Area 12 Workforce Development Board; and

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio that the following individuals be reappointed and appointed to the Area 12 Workforce Development Board effective July 1, 2018 with lengths of terms assigned to each appointment:

APPOINTMENTS

Andreas Brockmann - 3 year term expiring June 30, 2021
Michelle Snow - 3 year term expiring June 30, 2021

REAPPOINTMENTS

Tom Harris- 3 year term expiring June 30, 2021
Justin Conger- 3 year term expiring June 30, 2021

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Appointment file

WIB (file)

Laura Lander

Appointees

Resolution

Number 18-1573

Adopted Date October 09, 2018

ENTER INTO AN AGREEMENT WITH JOSEPH DAVIS, "SELLER" FOR THE PURCHASE OF REAL PROPERTY FOR STANDARD HIGHWAY EASEMENT IN CONNECTION WITH THE STATE ROUTE 741 ROAD ASSESSMENT PROJECT

WHEREAS, in order to improve the public safety of State Route 741, it is necessary to widen State Route 741 to construct a left turn lane into the Estates of Keever Creek. In order to do this work it is necessary to purchase real property as a standard highway easement from Joseph Davis, "Seller"; and

WHEREAS, the land for the standard highway easement is as follows:

Standard Highway Easement – Parcel -2 SH .316 (acre)

WHEREAS, the negotiated price for the standard highway easement is \$7,000.00; and

NOW THEREFORE BE IT RESOLVED, to enter into a purchase agreement with Joseph Davis for the purchase of real property for a standard highway easement in connection with the widening of State Route 741 to construct a left turn lane into the Estates of Keever Creek for the sum of \$7,000.00, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Davis, Joseph
Engineer (file)
Easement file
Recorder (certified)

Purchase Agreement

This Purchase Agreement ("Agreement") is made and entered into by and between the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**, an Ohio political subdivision, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter referred to as "Buyer"), and **JOSEPH DAVIS** ("Seller"), whose address is 588 South State Route 741, Lebanon, Ohio 45036.

1. **PARTIES:** Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the hereinafter described property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth. As used herein, the "Effective Date" of this Agreement shall be the date on which the last party signed or initialed acceptance of the final offer.

2. **PROPERTY:** The property that is the subject of this Agreement is located at 588 South State Route 741, Lebanon, Ohio; Parcel Number 12-23-300-005. The property subject to this Agreement is more particularly described in the attached **Exhibit "A"**. However, in lieu of a Warranty Deed, the Buyer is purchasing a Standard Highway Easement to and for the benefit of the Buyer, its successors and assigns forever, for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road, a perpetual and exclusive easement and right-of-way for roadway, drainage, water and sanitary sewer utility purposes, together with the right to construct, reconstruct, operate, maintain, repair, replace, and/or remove said roadway and any facilities that may be necessary or convenient for the providing of such drainage and/or utility and/or utility services, in, upon, across, over, under, and through the portion of Seller's Property described in **Exhibit "A"** together with ingress and egress thereto (the "Easement").

3. **PRICE:** The total purchase price (the "Sales Price") shall be SEVEN THOUSAND DOLLARS (\$7,000.00) subject to adjustments, if any, provided for hereinafter. No earnest money deposit is required. Warren County will also construct the Upgraded Driveway Option as shown in Exhibit "B".

4. **CONTINGENCIES AND OBLIGATIONS OF PARTIES:** This Agreement, and Buyer's obligations thereunder, is expressly contingent upon the satisfaction of the following contingencies (the "Contingencies") on or before the date that is **thirty (30) days** after the last date of execution of this Agreement (the "Due Diligence Date"). At either Party's request, the other Party to this Agreement shall confirm the precise Due Diligence Date in writing. If at any time on or before the Due Diligence Date, Buyer determines it is not reasonable to anticipate satisfaction of any one or more of the

Contingencies, Buyer may rescind this Agreement by notice to Seller, in which even this Agreement shall be null and void.

A. Tests, Studies, Inspections. At its sole expense, Buyer shall conduct such test, studies and inspections as it may elect, in its sole judgment, to determine the suitability of the Property for Buyer's purposes including but not limited to a Phase I environmental inspection and geotechnical testing of land, and asbestos inspection of all buildings, dwellings, and structures. Seller hereby grants to Buyer and its agents a temporary license to enter onto the Property to conduct such tests, studies and inspections. Buyer or its agents shall give reasonable prior notice to Seller for purposes of tests, studies and inspections of any occupied buildings, dwellings or structures. In the event the any reports from such tests, studies and inspection determine the property is not suitable to Buyer, Buyer may terminate this Agreement.

B. Title Examination and/or Commitment. At its sole expense, Buyer may obtain a title examination and/or commitment for an owner's policy of title insurance in all respects satisfactory to Buyer and if Buyer so elects, its title insurance company.

C. Tenancy Records and Information. Seller shall provide to Buyer as soon as reasonably possible upon execution of this Agreement, a copy of any written leases or other interest in the Property (land, building, dwellings or structures). If no written lease or other interest exists by virtue of a written instrument, Seller shall confirm this in writing to Buyer. If an oral or verbal or holdover tenancy rights exists, Seller shall provide to Buyer in writing a list of the names of all occupants, mailing address, telephone numbers, amount of rent paid, the due date rent payments are due and payable, and whether any deposits are in the possession of Seller.


D. Written Instructions for Release of Liens. Seller shall cause each lien holder to provide, no later than 72 hours prior to closing, directly to the closing agent, Bruce A. McGary, Asst. Prosecutor, 520 Justice Drive, Lebanon, OH 45036, Ph. (513) 695-1384, Fax: (513) 695-2962, Email: bruce.mcgary@co.warren.oh.us, with written instructions for the closing agent to satisfy each lien holder's lien or liens including without limitation a payoff amount as of date of closing with a per diem, and specific instructions for time, date and place of delivery of payoff funds, and notice of the lien holder's process for release of mortgages and/or other security instruments.

5. **TITLE APPROVAL:** In the event that the title examination and/or commitment obtained by Buyer pursuant to Section 5.B. hereof discloses matters objectionable to Buyer, in its sole discretion, Buyer shall notify Seller of such objections no later than the Due Diligence Date. If Buyer notifies Seller of any such matter, Seller shall have thirty (30) days to correct or resolve such matter, to Buyer's satisfaction. If the objections are not satisfied within such time period, Buyer may (a) terminate this Agreement, or (b) waive the unsatisfied objections and close the transaction. In the event Buyer does not notify Seller of any such objections, the easements and other matters of records shall be deemed "permitted Exceptions." Seller agrees to permit the Closing Agent to remove any mortgage or other lien securing the payment of money encumbering the Property at the Closing by disbursing money directly to the mortgagee or other lien holder along with sufficient funds to record the proper release of public record.

6. **CLOSING:** The Closing (the "Closing") shall be held on a date to be mutually agreed upon by Buyer and Seller but no later than **30 days after completion of the Due Diligence Date** as long as the contingencies have been met or expressly waived by Buyer. The Closing shall take place at the Warren County Prosecutor's Office, 520 Justice Drive, 2nd Floor, Lebanon, Ohio 45036, or at such other place as agreed by Buyer and Seller. If any of the contingencies provided for herein cannot be satisfied, then Buyer, at its option, may either (i) proceed to immediately close on the purchase of the Property, or (ii) terminate this Agreement whereupon the Parties hereto shall have no further obligations hereunder and Buyer shall give Seller a written release from this Agreement.

7. **POSSESSION:** Possession of the Property shall be delivered by Seller to Buyer at closing unless otherwise agreed to in writing executed by all the parties hereto, and the Property shall be delivered by Seller on the date Buyer takes possession in its present condition, ordinary wear and tear excepted, unless provided for otherwise in any addendum to this Agreement. No later than the date of surrender of possession by Seller, Seller shall have removed all contents of the land, buildings, dwellings and structures. Seller's failure to remove any contents by the date of surrender of possession shall constitute an abandonment and waiver of claims thereto, and Buyer may cause the abandoned contents to be removed and discarded, and any costs or expenses relating thereto shall be due and payable immediately upon receipt of an invoice for the same from Buyer to Seller.

8. **TAXES AND ASSESSMENTS:** Seller shall be responsible for paying the ~~2016~~ ²⁰¹⁷ real estate taxes and assessments, interest and penalties if any, plus, real estate taxes and assessments, prorated for ~~2017~~ ²⁰¹⁶ through the date of closing shall be prorated as of Closing based on the most recent available tax duplicate and credited to Buyer on the Settlement Statement as an adjustment for items unpaid by Seller. Any special

2017

Buyer

Seller

assessments applicable to the Property for improvements previously made to benefit the Property certified prior to Closing shall be paid in full by Seller on or before the date of Closing.

9. **INSURANCE:** Seller's liability insurance shall be maintained and may only be cancelled as of the date Seller has vacated the Property and surrendered exclusive possession to Buyer. Buyer shall be responsible for providing its own liability insurance on or after the date of possession.

10. **SALES EXPENSE:** Seller and Buyer agree that all sales expenses are to be paid as follows:

A. **SELLER'S EXPENSE:** Seller agrees to pay all costs and expenses of releasing existing mortgages and liens, and recording releases of public record. Seller shall pay all costs relating to curing any of Buyer's objections to title or other contingencies provided herein should Seller elect to cure such items and close. Otherwise, Seller shall pay no other expenses.

B. **BUYER'S EXPENSE:** Buyer shall be responsible for closing this transaction. Buyer shall pay all costs/expenses of tests, studies, inspections, title examinations, commitments and insurance policies. Buyer shall pay the transfer fee, deed recordation fee, and any other fees/expenses, except those expenses identified in paragraph 10.A. above.

11. **DUTIES OF BUYER AND SELLER AT CLOSING:**

A. At Closing, Seller shall be responsible for the following:

- (1) executing and acknowledging a general Warranty Deed, with proper release of dower rights if applicable, conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer; and,
- (2) executing an affidavit in aid of Title in a form acceptable to Buyer's Title Agent and/or Buyer's counsel and sufficient to be relied upon by Buyer's Title Company to issue an Owner's Policy of Title Insurance (the "Title Policy") in the full amount of the Sale Price, dated as of Closing, insuring Buyer's fee simple title to the

Property, to be good and indefeasible, subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing; and,

- (3) completing and executing an IRS form W-9, a Settlement Statement, receipts and any other customary closing documents requested by the Closing Agent.
- (4) executing a certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act ("FIRPTA"), or consent to withholding of tax from the proceeds of sales as required.

B. At Closing, Buyer shall be responsible for the following:

- (1) closing the transaction including but not limited to preparation of the General Warranty Deed, exempt conveyance fee form, Seller's Title Affidavit, FIRPTA certificate, Settlement Statement, IRS form W-9 and any other closing documents, and conducting a closing and issuing a IRS form 1099-S to Seller; and,
- (2) payment of the transfer tax and recordation fees for the general warranty deed.

12. CASUALTY LOSS: Risk of loss by damage or destruction to the Property prior to the Closing shall be borne by Seller.

13. RIGHTS TO ASSIGN: Seller may not assign its interest in this agreement without the prior written consent of the Buyer prior to Closing, and any such assignment must be in a form acceptable to Buyer, including but not limited to attaching and incorporating therein this Agreement and further providing that the assignee must assume all obligations of Seller as set forth in this Agreement.

14. MISCELLANEOUS:

- A. All notices, elections or other communications authorized, required or permitted under this agreement will be made in writing and will be deemed given when received by the party to whom such notice is sent. Notice may be given by (i) personal delivery requesting a signed receipt, (ii) overnight courier service, services prepaid (iii) U.S. certified mail, return receipt requested, postage prepaid, (iv) by fax transmission to the

telephone numbers indicated below; or, (v) by email transmission to the email addresses indicated below.

Seller:

Joseph Davis
588 S. State Route 741
Lebanon, Ohio 45036
Ph.:
Email:

With a Copy To:

Buyer:

Warren County
Board of County Commissioners
Attn. Tiffany Zindel, Administrator
406 Justice Drive
Lebanon, Ohio 45036
Ph. (513) 695-1250
Fx. (513) 695-2054
Email: Tiffany.Zindel@co.warren.oh.us

With a Copy To:

Bruce A. McGary
Asst. Prosecutor
Warren County Pros. Office
500 Justice Drive
Lebanon, Ohio 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: mcgaba@co.warren.oh.us

- B. This Agreement shall be construed under and in accordance with the laws of the State of Ohio and the Parties stipulate to exclusive venue for all litigation arising out of this Agreement shall be the Warren County, Ohio Court of Common Pleas. The Parties further waive the right to bring or remove any litigation arising out of this Agreement to any other state or federal court.
- C. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- E. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings any prior

understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

- F. Time is of the essence of this Agreement.
- G. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- H. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement.
- I. In the event the Due Diligence Date, the Closing or any other relevant date set forth in this Agreement would otherwise fall on a Saturday, Sunday or any legal holiday, the Due Diligence Date shall automatically be extended to the next business day.

15. COMMISSIONS AND FEES: Each party represents and warrants to the other that such party has not entered into any dual agency, listing, brokerage, or finder's agreement with any agents, brokers, intermediary or third parties who has in any way participated in the sale or purchase of the Property. In the event a party should breach this representation and warranty, the non-breaching party shall not be liable for any liability that the breaching party may incur by reason of any action or claim made against the breaching party.

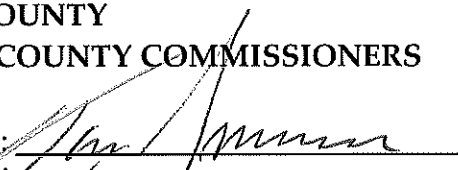
16. EXECUTION: This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic transmission ("Email"); if Email is utilized, the original document shall be promptly delivered thereafter by ordinary U.S. mail service within three (3) days thereafter.

{End Page}

BUYER'S OFFER:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, as the Buyer herein, has caused this Agreement to be executed by its President or Vice-President on the date stated below, pursuant to Board Resolution No. 18-1573, dated 10/9/18, thereby constituting a formal Offer.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

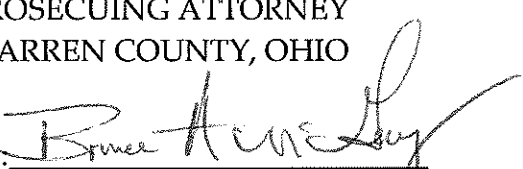
NAME: Tom Grossman

TITLE: President

DATE: 10/9/18

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 
Bruce A. McGary, Asst. Prosecutor

SELLER'S ACCEPTANCE:

IN EXECUTION WHEREOF, Joseph Davis, has set his hand hereto on the date stated below in the presence of a witness who also set his or her hand hereto, thereby constituting a formal Acceptance of the foregoing Offer.

WITNESS:

SIGNATURE: *Samantha Knight*

NAME: Samantha Knight

DATE: 03/26/18

SELLER:

SIGNATURE: *Joseph Davis*

NAME: Joseph Davis

DATE: 3/26/18



EXHIBIT A

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

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

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

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

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

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

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

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

PARCEL 2-WD (CONTAINING 0.316 ACRE)

-2-

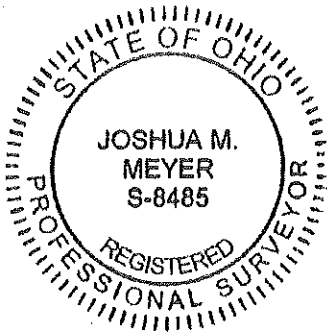
This description is based on actual field surveys performed by EMH&T Inc. in 2008 and 2017.

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

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

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

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



EVANS, MECHWART, HAMBLETON & TILTON, INC.

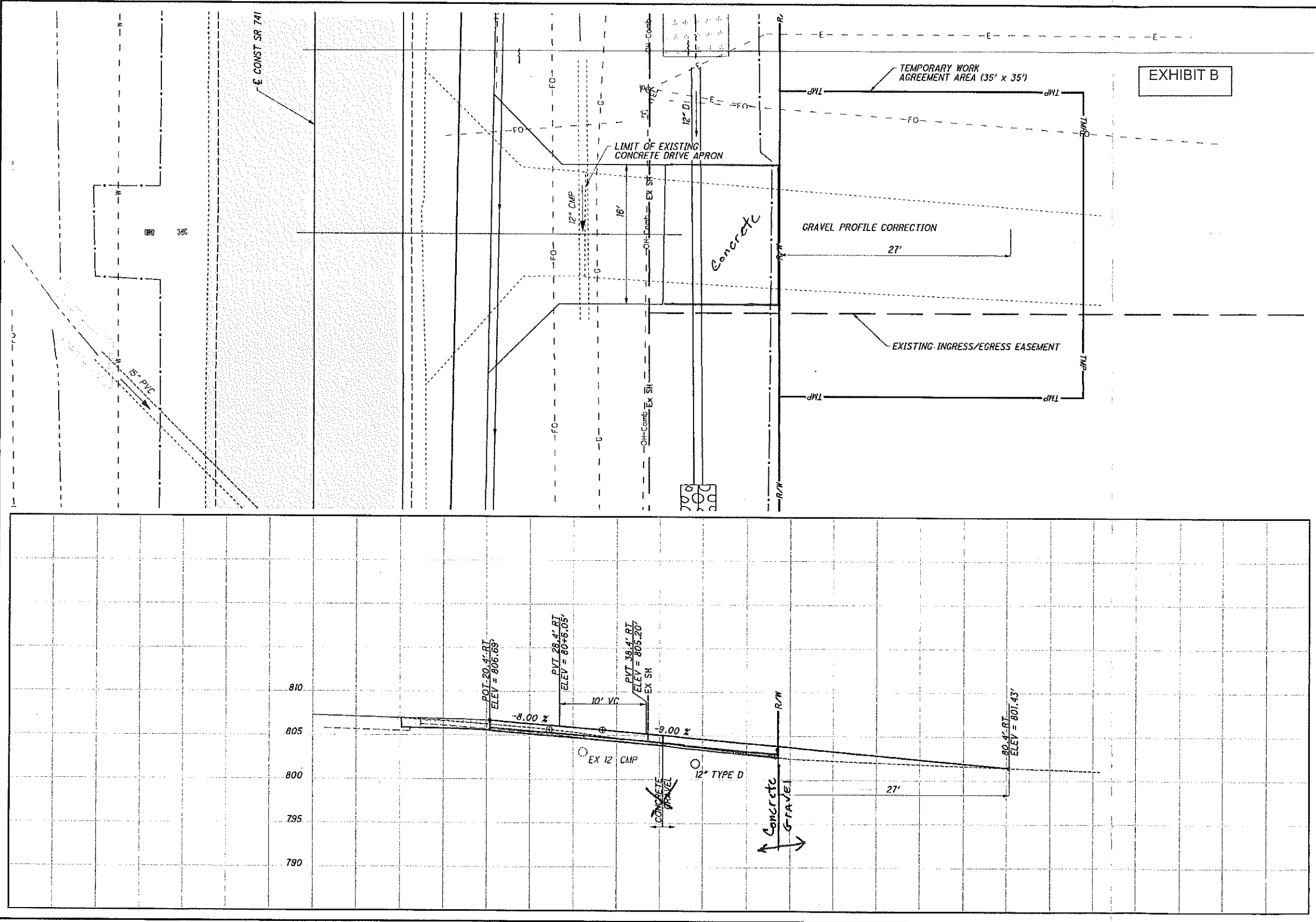
A handwritten signature in black ink, appearing to read "J.M. Meyer".

5-11-2017

Joshua M. Meyer

Professional Surveyor No. 8485

J:\2016\1076\0001\WAR\11111\Design\Roadway\Sheets\Exhibits\100124 - Drive Exhibits\11111_CD002.dwg Sheet: 2/6/2018 10:48:34 AM d-r-y-n-k-a



	 HORIZONTAL SCALE IN FEET	DRIVE DETAILS 9% PROFILE WITH TEMP EASEMENT
	CALCULATED CHECKED	
	WAR-741 IMPROVEMENTS	EXHIBIT B

Resolution

Number 18-1574

Adopted Date October 09, 2018

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER SITE PLAN REVIEW APPLICATION OF AMERICAN TOWER LLC, AGENT FOR ERIC AND JESSICA FIELDS TO CONSTRUCT A TELECOMMUNICATIONS TOWER AT 1688 STATE ROUTE 48 IN TURTLECREEK TOWNSHIP


BE IT RESOLVED, to continue the administrative hearing to consider the site plan review application of American Tower LLC, Agent for Eric and Jessica Fields, owners of record, to construct a telecommunications tower at 1688 State Route 48 in Turtlecreek Township; said public hearing to be continued to November 13, 2018, at 9:00 a.m. in the County Commissioners Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

tao/

cc: Zoning (file)
Public Hearing file
Applicant
Township Trustees
Bruce McGary

Resolution

Number 18-1575

Adopted Date October 09, 2018

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO ENTER INTO SOFTWARE LICENSE AGREEMENT WITH MATRIX POINTE SOFTWARE, LLC ON BEHALF OF THE WARREN COUNTY PROSECUTOR AND APPROVE SUPPLEMENTAL APPROPRIATION RELATIVE THERETO

WHEREAS, on March 5, 2018, the Warren County Prosecutor's Office received proposals for a web-based record and case management system; and

WHEREAS, on August 28, 2018, the Warren County Prosecutor presented the ranking of submittals and the Board to authorized contract negotiations with Matrix Pointe Software, LLC, the highest ranked firm; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the County Administrator to enter into Software License Agreement with Matrix Pointe Software, LLC on behalf of the Warren County Prosecutor; said agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$330,000 into 101-1150-321 (Capital Purchases Needing Data Approval)

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 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor 
Supplemental App. file
C/A—Matrix Pointe Software, LLC
Prosecutor (file)
Kiana Hawk



SOFTWARE LICENSE AGREEMENT

This Software License Agreement, which includes the Order Form (below) and the attached Terms and Conditions (collectively, this "Agreement"), is made effective on the date last signed below (the "Effective Date") between Matrix Pointe Software, LLC an Ohio limited liability company ("Matrix") and the licensee named below ("Licensee"). Matrix and Licensee have read and agree to the provisions of this Agreement.

Order Form

<p>Matrix Pointe Software, LLC Attn: Joseph J. Whang, CEO 30400 Detroit Road Suite 400 Cleveland, Ohio 44145 (216) 333-1263 jwhang@matrixpointesoftware.com</p>	<p>Licensee: Warren County Board of County Commissioners, On Behalf Of: David P. Fornshell Prosecuting Attorney Warren County, Ohio 520 Justice Drive Lebanon, Ohio 45036 (513) 695-1325 david.fornshell@warrencountyprosecutor.com</p>
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Software License Fees:

- **MatrixProsecutor and MatrixCivil:** 39 named users @ \$3,250/user = \$126,750
- **MatrixCrime: site license = \$45,000**
- **MatrixExchange (Including the Defense Attorney Portal): site license = \$25,000**

Included Services during the first year after Implementation:

- All software updates to MatrixProsecutor, MatrixCivil, MatrixCrime and MatrixExchange
- Access to the criminal statute database for the State of Ohio
- Unlimited Support Services for four (4) Designated System Administrators in accordance with Section 4 of this Agreement
- Training:
 1. Training for MatrixProsecutor Online shall consist of four, 3-hour training sessions, with each of the four training sessions offered twice;
 2. Training for MatrixCivil shall consist of three, 3-hour training sessions;
 3. Training for MatrixCrime shall consist of one, 3-hour training session for law enforcement users.

Annual Maintenance Fee (optional): 15% of the current Software License Fees. Begins one year after initial Criminal system set-up, customer access to the system, and Matrix victim notification feature becomes available. Includes all software updates and unlimited Support Services for four (4) Designated System Administrators in accordance with Section 4 of this Agreement.

Implementation Fee: Implementation Fee is based on actual hours multiplied by the applicable hourly rates with the Fee capped at \$89,950. [Hourly Rates are: \$200/hr for legal services; \$175/hr for engineering services.] Fees include implementation, installation, and training. Implementation fee is due after initial Criminal system set-up, customer access to the system, and Matrix victim notification feature becomes available. Licensee may cancel at any time prior with no obligation to pay the Implementation fee.



Hosting Services (optional): services include data hosting, servers, data back-ups, system maintenance and unlimited data storage in accordance with Section 11 and Exhibit A

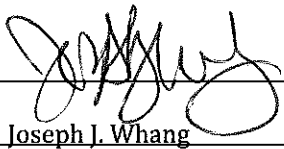
- Hosting Fee during Implementation: \$1,000 per month
- Hosting Fee after Implementation: \$2,000 per month

COPS IV Conversion Fee: \$25,800

Travel & Other Fees: \$3,500

Matrix and Licensee, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

MATRIX POINTE SOFTWARE, LLC

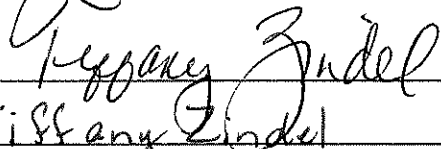


Joseph J. Whang

Chief Executive Officer

Date: 10/8/18

LICENSEE

By: 

Tiffany Zindel
County Administrator

Date: 10/9/18

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney



Terms and Conditions to Software License Agreement

1. Defined Terms

"Agreement" means the Software License Agreement Order Form, the Terms and Conditions to Software License Agreement, and any exhibits.

"Designated System Administrators" or "Super user" means the user selected by the Licensee to act as a System (defined in this Section) expert and as a conduit between the Licensee and Matrix.

"License Commencement Date" means completion of initial system set-up, customer acceptance, and customer access to the system.

"Licensee Data" means electronic communications of data and all other information that is input into, processed through or created by the use of the System (defined in this Section) by the Licensee.

"Maintenance Period" means the period of time during which Licensee cannot access the System due to maintenance or upgrades.

"Matrix's Network and Systems" means the System (defined in this Section), and Amazon Web Services or other infrastructure as a service provider.

"License Fee" means the license fee specified on the Order Form.

"Normal Business Hours" means Monday through Friday, 8 am to 5 pm EST, excluding holidays.

"Professional Services" means implementation services, onsite training, consulting, integration and data conversion.

"Professional Services Fees" means the fees for Professional Services specified on the Order Form or the hourly rate(s) in effect at the time of the performance of the Professional Services.

"Services" means the Support Services, Maintenance Services and the Professional Services and any other services provided by Matrix.

"Support Services" means telephone and email support.

"Support Services Fees" means the hourly rate(s) in effect at the time of the performance of the Support Services.

"System" means the Modules to be licensed to Licensee as specified on the Order Form (Modules may be updated from time to time in the sole discretion of Matrix), including, but not limited to, user documentation and training processes and materials.

"System Outage" means an interruption or failure of the System lasting longer than one (1) hour during Normal Business Hours.

2. License

Subject to Licensee's compliance with the terms and conditions of this Agreement, Matrix hereby grants to Licensee a non-exclusive, limited, non-transferable, revocable worldwide right and license for Licensee to sublicense, to access and use the System solely for Licensee's internal business operations. Licensee will not permit the System to be used to process or administer data on behalf of any third party (including, without limitation, another governmental agency), whether or not Licensee is paid a fee for such processing or administration. Furthermore, Licensee will not allow any third party, including, without limitation, any competitor of Matrix, to view, access, or use the System in any manner whatsoever.

3. Login Identities

The use and confidentiality of any and all login identities and password(s) are the responsibility of Licensee. Licensee is solely responsible for any costs, expenses, and third party claims resulting from the unauthorized use of any login identities and password(s). Licensee shall promptly notify Matrix in writing of any lost or stolen passwords. Licensee shall be liable to Matrix for any act or omission of any user that would constitute a breach under this Agreement.



4. Technical Support & Professional Services

The System will be hosted in accordance with the Service Level Agreement attached hereto as Exhibit A and Section 11. Matrix shall provide unlimited Support Services to the four (4) Designated System Administrators during Normal Business Hours. Support requests by anyone not identified as a Designated System Administrator may be subject to Support Services Fees. For purposes of clarity, the Support Services will not include support for any third party software or systems. Except as provided for on the Order Form, additional services such as implementation, onsite training, consulting, integration and data conversion (the "Professional Services") are available for an additional fee. The parties agree that the Warren County Project Timeline, attached hereto as Exhibits B and C, is a reasonable schedule for the implementation of the System. The parties will use their best efforts to complete implementation of the System in the specified time frame.

5. Software Maintenance

(a) Matrix will provide the standard maintenance program that Matrix normally provides to its client base. The maintenance program will include all new releases, updates, patches, and fixes to the Commercial Software. Licensee will receive all future upgrades to the Software as long as current Maintenance Fees are maintained.

(b) Software upgrades. After an initial acquisition of the license, the Licensee may want to acquire a broader license than the original or the Licensee may later want to migrate to another platform for the Commercial Software. When Matrix makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the Licensee wants to migrate, then the Licensee will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the Licensee intends to use. In these cases, Matrix will provide the broader license or other version

of the Commercial Software in exchange for a license fee that is based on Matrix's standard upgrade or migration fee.

(c) Principal period of maintenance.

Software maintenance will be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will be included in the price of the maintenance.

(d) Maintenance access.

For all Software maintenance under this Contract, the Licensee will provide Matrix with reasonable access to perform maintenance. Matrix will use commercially reasonable efforts to schedule Maintenance Periods between 5:00 PM (Eastern Time) and 8:00 a.m. (Eastern Time) and to provide email notification forty-eight (48) hours in advance. Notwithstanding the foregoing, if Matrix determines, in its sole discretion, that a Maintenance Period is necessary outside of the hours stated above, Matrix will use commercially reasonable efforts to notify Licensee by email prior to such Maintenance Period.

6. Licensee Data

(a) Licensee authorizes Matrix to share selected Licensee Data with other Licensees and governmental agencies through MatrixExchange. Licensee may opt-out of submitting selected Licensee Data through MatrixExchange by notifying Matrix in writing. Licensee also acknowledges and agrees that Matrix may use Licensee Data in the aggregate for internal business purposes, including but not limited to making improvements to the System.

(b) Except as provided in Section 5, (i) Matrix shall hold the Licensee Data in strict confidence, and (ii) Matrix will not permit any third party, or any employee, consultant, subcontractor or agent to access the Licensee Data except in connection with the normal course of business (including, without limitation, help desk support). Each party agrees not to communicate any information to the other party in violation of the proprietary rights of any third party.

(c) Your License Grant to Matrix. You grant to Matrix a non-exclusive, worldwide, irrevocable



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and royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your data and content as necessary for the purposes of rendering and operating the Services to you under this Agreement.

(d) Notwithstanding the provisions of this Agreement, Licensee Data will not be subject to the obligations in Section 5 if (i) it has been published or is otherwise readily available to the public without restriction other than by a breach of this Agreement; (ii) it has been provided to Matrix by a third party that is not subject to any confidentiality obligations to Licensee; or (iii) it is required to be disclosed in the context of any administrative or judicial proceeding or as may be required by law.

(e) Licensee hereby authorizes Matrix to use, analyze and disclose all non-personally identifiable Licensee Data in connection with creating criminal justice statistics and conducting comparative studies that have been aggregated with data from other Licensees and/or governmental agencies. Licensee will have access to this aggregated information.

7. Payment Terms

(a) Licensee shall pay to Matrix the License and Maintenance Fee as set forth in the Order Form incorporated herein by reference.

(b) Licensee shall pay to Matrix the Maintenance Fee in accordance with the amounts specified on the Order Form. Unless otherwise specified on the Order Form (1) the Maintenance Fee shall be due on or prior to the anniversary of the License Commencement Date, and (2) Only after the initial term as defined in Section 13 (a), Matrix may, in its sole discretion, increase the amount of the Maintenance Fee from time to time (but no more than once per calendar year and in an amount not to exceed 5% annually) upon written notice to Licensee. In accordance with Section 12(a) of this Agreement, Licensee may cancel at any time with a full refund of any unused Maintenance fees.

(c) Unless otherwise specified on the Order Form, the Professional Services Fees will be the

hourly rate(s) in effect at the time of the performance of the Professional Services. All Professional Services Fees shall be due net thirty (30) days from the invoice date. Furthermore, Licensee shall promptly (but in any case no later than net thirty (30) days from the invoice date) reimburse Matrix for all mutually agreed upon out-of-pocket expenses incurred by Matrix in connection with the performance of the Professional Services.

(d) Any License Fees, Maintenance Fees or Professional Services Fees that are not paid within thirty (30) days of the due date for such payment shall accrue interest at the lesser of 1.5% per month or the maximum amount permitted by applicable law.

(e) To the extent any national, state or local sales, use, value-added or other taxes, customs, duties, or similar tariffs and fees are imposed and are based on the license granted or the services provided pursuant to this Agreement (other than taxes on Matrix's gross income or gross receipts), such taxes are in addition to the fees set forth in this Agreement and will be paid by the Licensee. If applicable, Licensee shall provide proof of tax-exempt status.

8. Copyright and Restrictions

As between Matrix and Licensee, the System (and all intellectual property rights therein) is owned by Matrix and is protected by United States laws and international treaty provisions. Any rights not expressly granted herein are reserved to Matrix. Licensee may not (i) permit any third party to access the System, (ii) create derivative works based on the System, (iii) sublicense, rent or lease all or any portion of the System, (iv) copy, frame or mirror any part or content of the System, other than copying or framing on Licensee's own intranets or otherwise for its own internal business purposes, (v) reverse engineer the System, or (vi) access the System in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the System.

9. Warranties

(a) Each party represents and warrants that (i) it has all requisite power and authority to enter



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into this Agreement and consummate the transactions contemplated hereby; (ii) this Agreement is a valid and binding obligation enforceable against such party in accordance with its terms; and (iii) neither the execution, delivery and performance of this Agreement and the other agreements and instruments contemplated hereunder, nor the consummation of the transactions contemplated hereby will violate or conflict with or constitute a default under any contractual obligation.

(b) Licensee represents and warrants that (i) Licensee is and shall be in compliance with all applicable laws and regulations, including, without limitation, all laws and regulations related to the collection, use, disclosure, and storage of Licensee Data; (ii) Licensee is and shall be in compliance with all contractual obligations and privacy policies relating to Licensee Data; (iii) Licensee is a law enforcement organization duly organized under the laws of its state, county, and other applicable political subdivision; and (iv) Licensee is and shall be solely responsible for all Licensee Data or Third Party data derived from Licensee Data including, without limitation, any and all claims of third parties relating thereto (including claims that Licensee Data is erroneous, outdated or inaccurate).

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE SYSTEM, THE SERVICES, AND ANY THIRD PARTY SYSTEMS AND SOFTWARE USED IN CONNECTION WITH THE SYSTEM), EXPRESS, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO THE FREQUENCY AND ACCURACY OF ANY LEGAL UPDATES, AND THAT THE OPERATION OF THE SYSTEM WILL BE FREE OF INTERRUPTIONS AND ERRORS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SYSTEM IS PROVIDED "AS-IS" AND WITH ALL FAULTS. FURTHERMORE,

MATRIX IS NOT RESPONSIBLE FOR FAILURES OF EQUIPMENT, INTEGRATION WITH OR FAILURES OF THIRD PARTY SYSTEMS OR SOFTWARE, LOST DATA, ERRONEOUS, OUTDATED OR INACCURATE DATA OR THIRD PARTY TELECOMMUNICATIONS OR DATA LINES. MATRIX DOES NOT WARRANT THAT ITS NETWORKS AND APPLICATIONS (OR THOSE OF ITS THIRD PARTY PROVIDERS) WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

(d) In no event will any action against Matrix in connection with this Agreement be instituted more than one year after commencement of the incident that gave rise to such action.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MATRIX BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH TERMS OF THIS AGREEMENT, LICENSEE'S USE OR INABILITY TO USE THE SYSTEM, LOST, UNAVAILABLE OR DAMAGED DATA, THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR OTHERWISE IN CONNECTION WITH THE SYSTEM, RELATED DOCUMENTATION, THE SERVICES, AND/OR THIS AGREEMENT, EVEN IF MATRIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MATRIX'S TOTAL LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, IN CONNECTION WITH THE SYSTEM, THE RELATED DOCUMENTATION, AND/OR THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF THE TWELVE (12) MONTHLY LICENSE FEES PAYMENTS PAID PRECEDING THE DATE OF THE EVENT GIVING RISE TO LIABILITY OR THE DATE OF THE COMMENCEMENT OF THE ENSUING LEGAL ACTION, WHICHEVER IS LATER.



11. Confidential Information

Licensee agrees that the pricing and terms of this Agreement are confidential in nature and will not be posted on Licensee's public website. Matrix acknowledges that the information may be obtainable via standard public record request.

12. Data Hosting

(a) Applicable Policies and Guidelines. Matrix currently provides the Services through Amazon Web Services ("AWS"). As such, Licensee agrees to comply with the AWS policies, including its Acceptable Use Policies (the "Usage Guidelines"). YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS TO THE TERMS. MATRIX MAY TERMINATE YOUR SERVICES FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT. Matrix acknowledges and agrees that content used, stored, transmitted, displayed, distributed, or otherwise made available by Licensee for bona fide law enforcement purposes shall not be deemed as offensive content as defined by the AWS Acceptable Use Policy, and shall not be considered a violation of the terms of this agreement. Matrix may use any other infrastructure as a service provider as Matrix determines is necessary in order to provide Licensee the included services.

(b) Security. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, Matrix will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting Matrix or any of its other customers.

(c) Commercial Advertisements via E-Mail. You will not use Matrix services, your account or server to send or facilitate in any way the transmission of unsolicited commercial email. Matrix will enforce substantial penalties, including charging you for related network costs and terminating your account, for violations.

13. Term and Termination

(a) Unless sooner terminated as set forth in this Agreement, the term of this Agreement shall begin on the Effective Date and continue for a period of five years, this five-year term shall be considered the Initial Term. Thereafter, this Agreement shall automatically renew on an annual basis. Licensee may terminate this Agreement for any reason and at any time upon written notice to Matrix, and such termination will be effective upon receipt by Matrix.

(b) Matrix may terminate this Agreement if Licensee does not comply with any of its material terms; provided that Matrix is required to give Licensee written notice of such termination and thirty (30) days to cure the non-compliance. In addition, Matrix may terminate this Agreement if: (i) all or a substantial portion of the assets of Licensee are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against Licensee for relief under bankruptcy or similar laws and that proceeding is not dismissed within sixty (60) days; or (iii) Licensee is adjudicated bankrupt.

If Licensee's use of the System is or is likely to be enjoined, Matrix may, in its sole discretion, either procure the right for Licensee to continue use of the System or modify the System in a functionally equivalent manner so as to avoid such injunction.

(c) Upon termination of this Agreement for any reason, all licenses will immediately terminate. Sections 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, and 13 will survive any termination of this Agreement. Matrix will provide Licensee Data to Licensee in its native format (Example, Microsoft SQL) at no cost. If Licensee requests additional data management services, such services may be provided by Matrix for a fee to be mutually agreed to by the parties in writing.

14. Miscellaneous

(a) Entire Agreement. This Agreement, with its Exhibits, contains Matrix's and Licensee's entire agreement with respect to the subject matter herein. This Agreement may not be modified except by written instrument signed by both parties and referring to the particular provisions to be modified. All terms, conditions,



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or provisions in a purchase order or confirmation shall be of no force and effect notwithstanding the execution of such purchase order or other document subsequent to the date of this Agreement.

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law. Licensee and Matrix hereby consent to the exclusive jurisdiction and venue of the courts of Warren County Common Pleas, State of Ohio, and Licensee hereby consents to and waives any objection regarding jurisdiction and venue in such courts.

(c) Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier's verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

(d) Force Majeure. Neither party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, Amazon Web Services interruptions, Internet service interruptions or slowdowns, vandalism or "hacker" attacks (including, without limitation, by Licensee's employees or agents), or governmental demands or requirements.

(e) Waiver. The failure of either party to require performance by the other party of any provision of this Agreement or any Attachment shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.

(f) Severability. If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

(g) Independent Contractor. Nothing contained herein shall be deemed or construed as creating a joint venture or a partnership between Licensee and Matrix. Neither Licensee nor Matrix is by virtue of this Agreement authorized as an agent or other representative of the other.

(h) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

(i) Injunctive Relief. Licensee acknowledges that its breach or threatened breach of this Agreement would cause irreparable injury to Matrix that would be inadequately compensated in money damages. Accordingly, in addition to any and all other remedies that may be available under equity, law, or this Agreement, Matrix shall be entitled to a restraining order and/or an injunction prohibiting such breach to protect Matrix's intellectual property interests, without the need to prove irreparable harm or provide a bond or other security.

(j) Application of UCITA. The parties agree that pursuant to Section 104 of the Uniform Computer Information Transactions Act (UCITA), they hereby express their mutual determination to "Opt-Out" of the provisions of UCITA and its application to this Agreement or the transaction of the parties and the parties further agree that UCITA shall not apply to this Agreement or the transaction of the parties. To the extent that certain provisions of UCITA may not be excluded under the law applicable to the Agreement or under the provision of Section 104 of UCITA, only those provisions that cannot be excluded by mutual agreement of the parties pursuant to Section 104 shall apply and no other provision of UCITA shall be applicable to the Agreement or the transaction of the parties.



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(k) Use of Name. Licensee hereby authorizes Matrix to identify Licensee as a customer of Matrix, and to use Licensee's name in connection with any press release, any online or printed marketing materials, or for any similar use.

(l) Assignment: Binding Effect. Matrix may not assign this Agreement without the written consent of Licensee (which shall not be unreasonably withheld); provided, however, that Matrix may assign its rights and obligations under this Agreement to any partner, acquiror, purchaser, successor, lender or the like during a merger, consolidation, sale, or other business combination or any recapitalization, joint venture, strategic

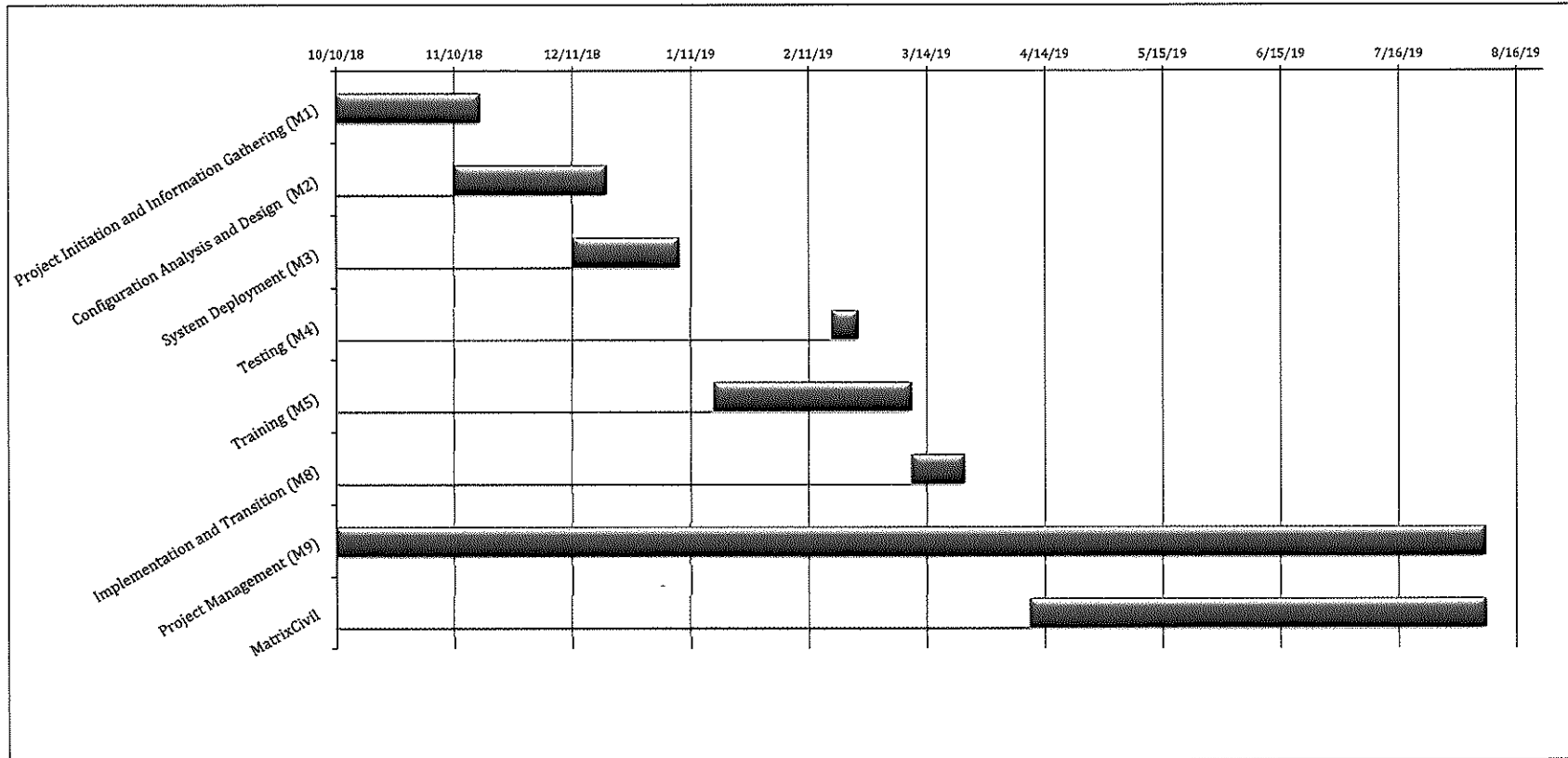
partnering arrangement, reorganization, restructuring or similar transaction (including without limitation, sale of stock by Matrix or any of its shareholders). Licensee may not assign this Agreement without the prior written consent of Matrix (which shall not be unreasonably withheld). This Agreement will inure to the benefit of and be binding upon each party and its respective successors and permitted assigns.

(m) Counterparts. This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

EXHIBIT A
Hosted Service Level Agreement

System Outages:	Matrix will use commercially reasonable efforts to (i) minimize downtime if System Outages (as defined in the Terms and Conditions, above) occur, and (ii) inform Licensee regarding any System Outage outside of the planned maintenance window.
Security:	Matrix uses commercially reasonable efforts to prevent security breaches.
Encryption:	Message and data encryption is enabled on Matrix's server(s), and Matrix utilizes generally accepted encryption standards.
Accessibility:	Matrix will use commercially reasonable efforts to guarantee that its network will be available to Licensee, free of System Outages, 95% of the time during each calendar month, excluding (i) Maintenance Periods (as defined in the Terms and Conditions, above), and (ii) problems outside of Matrix's Network and Systems.
Maintenance:	<p>Matrix will use commercially reasonable efforts to schedule Maintenance Periods between 5:00 p.m. (Eastern Time) and 5:00 a.m. (Eastern Time) Monday through Sunday and to provide email notification forty-eight (48) hours in advance. System-wide maintenance may extend past the Maintenance Periods and will occur on weekends no more than six (6) times per year.</p> <p>Notwithstanding the foregoing, if Matrix determines, in its sole discretion, that a Maintenance Period is necessary outside of the hours stated above, Matrix will use commercially reasonable efforts to notify Licensee by email prior to such Maintenance Period.</p>
Data Storage	Unlimited files with up to 750 Megabytes per file.
Backups	Database backup, nightly backup and offsite backup.

Warren County Project Timeline - Exhibit B



*Data Conversion (M6) is estimated to be a 4 month effort, beginning when data (in appropriate format) is received.

Exhibit C

Warren County MatrixProsecutor Project Timeline

This timeline assumes the following key dates will be met.

<u>Assumption</u>	<u>Date</u>
1 Project Kickoff	Week of 10/10
2 Complete and return Client Setup Document - Site Configuration	By 10/26
3 Provide Charging Instrument Samples	By 10/26
4 Complete and return Client Setup Document - Office Setup	By 11/9
5 Approve Charging Instruments	By 11/23
6 <i>Sites spun-up</i>	12/10 - 1/07
7 Prosecutor User Training	1/28 - 2/15
8 UAT	Week of 2/18
9 MatrixExchange Training	By 03/01
10 MatrixCrime Training	By 03/01
11 Go Live	Week of 2/25
12 Training Review	Week of 03/04
13 Transition and Sign off	By 3/22

*Data Conversion (M6) is estimated to be a 4 month effort, beginning when data (in appropriate format) is received.

Resolution

Number 18-1576

Adopted Date October 09, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
OCTOBER 11, 2018

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
October 11, 2018.

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


Mr. Grossmann - yea

Mr. Young - yea


Mrs. Jones - yea

Resolution adopted this 9th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
All Departments
Commissioners file
Press