Resolution

Number 17-1990

Adopted Date December 14, 2017

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

BE IT RESOLVED, to hire Diana Potter, as 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, \$18.30 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective January 2, 2018, subject to a negative drug screen and a 365 day probationary period; and

BE FURTHER RESOLVED, Ms. Potter will not receive the typical three percent (3%) increase upon completion of probation nor any increases declared by the Board for January 2018.

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

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

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

H/R

cc:

Children Services (file)
Diana Potter's Personnel file
OMB – Sue Spencer

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 17-1991

Adopted Date December 14, 2017

DECLARE VARIOUS ITEMS WITHIN AUDITOR'S OFFICE, BUILDING AND ZONING, BOARD OF DEVELOPMENTAL DISABILITIES, COMMON PLEAS COURT, CSEA DOMESTIC RELATIONS, FACILITIES MANAGEMENT, HEALTH DEPARTMENT, JUVENILE RECORDS CENTER, AND TELECOM, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Auditor's Office, Building and Zoning, Board of Developmental Disabilities, Common Pleas Court, CSEA, Domestic Relations, Facilities Management, Health Department, Juvenile, Records Center, and Telecom, 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

/jm

cc:

2017 Auction file

Facilities Management (file) Brenda Quillen, Auditor's Office

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Auditor

Nov 17, 2017

004

Miscellaneous Office Equipment



Qty	Brand	Model	Working Condition Y/N	Description
1	•		Y	3 DRAWER FILE CABINET
1	FELLOWS		Y	3 SHELF PRINTER STAND
1			Y	4 DRAWER FILING CABINET
2			Y	2 DRAWER FILE CABINET
_				

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Rosie Crogan

Title: Deputy Auditor

Phone Number 513.695.1235

Location of Item:

Come to the Auditor's office with the paperwork - 2nd floor Administration Building

430 South East Street 513-695-1463

Michael D. Shadoan Director

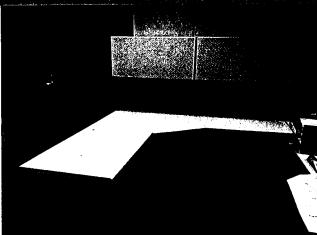
GovDeals Item Inspection Form

Auditor

Nov 17, 2017

007

Office Desks & workstations



χty	Brand	Model	Working Condition Y/N	Description Description
2			у	L WORKSTATION DESK WITH ABOVE 2 DRAWER HUTCH
1			Y	DESK NO HUTCH-24739
1	<u></u>		Y	L STATION DESK WITH METAL HUTCH
1			Y	DESK

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Rosie Crogan

Title: Deputy Auditor

Phone Number 513.695.1235

Location of Item:

Come to the Auditor's Office 2nd floor Administration Building

B&Z17002

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Building	2, 7	7on	ina
bullallig	QL Z	2011	my

Dec 5, 2017

002

OFFICE CHAIRS



Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
7			Y	OFFICE CHAIRS
				The state of the s
_				<u> </u>
-				
-				

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Anna Helton

Title: Office Administrator

Phone Number 695-1295

Location of Item:

Building/Zoning Department

B&Z17003

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan

GovDeals Item Inspection Form

Building & Zoning

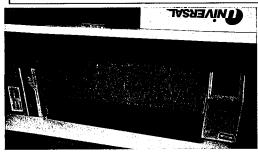
Dec 8, 2017

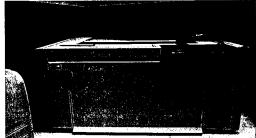
003

IBM PRINTERS

Qty	Brand	Model	Working Condition Y/N	Description	
3	IBM		Y	PRINTERS	
1	COMPAQ		Υ	COMPAQ DESKPRO	
			<u> </u>		
		<u> </u>	<u> </u>		

Additional Comments







(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Anna Helton

Title: Office Admin

Phone Number 695-1295

Location of Item:

Building/Zoning Department

430 South East Street 513-695-1463

Michael D. Shadoan Director

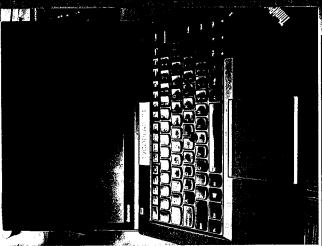
GovDeals Item Inspection Form

Board of DD

Nov 3, 2017

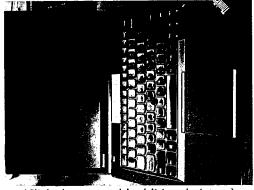
018

Lot of 20 Lenovo T440 Laptops



Σty	Brand	Model	Working Condition Y/N	Description
20	Lenovo	T440	у	Lenovo T440 Laptops
4				
\dashv				100
1				<u> </u>
_				
4				

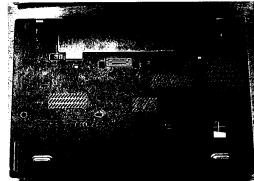
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Logan Stringer

Title: IT Manager

Phone Number 513-228-6512

Location of Item:

42 Kings Way, Lebanon, Ohio 45036

CPC17032

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Common Pleas Court - General

Nov 8, 2017

032

Computer Towers CPU



Lot of Multiple Items

Qty	Brand		Working Condition Y/N	Description Description
2		*****	Unknown	CPUs
				100 mm - 1

Additional Comments

2 Computer Towers - CPUs Unknown working condition

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item:

CPC 500 Justice Dr Lebanon, OH 45036

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Common Pleas Court - General

Nov 13, 2017

033

Burgundy Upholstered Chairs



Lot of Multiple Items

Q		Model	Working Condition Y/N	Description
	5		Yes	Burgundy Upholstered Chairs w/casters
L				
\perp				
F				
-				
H				
r				
Γ				

Additional Comments

Burgundy Upholstered Chairs w/Casters Light wear and tear - fair condition



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item:

Old Prosecutor's Office, 500 Justice Dr, Lebanon, OH 45036

CPC17034

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan

GovDeals Item Inspection Form

_	5 1			
Common	Pleas	Court -	General	

Nov 17, 2017

034

L-Shaped Large Wood Desk



Furniture/Furnishings Category

Brand

Serial #

Model #

Date Removed From Service 10/6/17

(No

C Unknown

Additional Comments

L-Shaped large wood desk with glass tops. A couple scratches but otherwise good shape.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item:

Old Prosecutor's Office 500 Justice Dr Lebanon OH

CPC17035

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Common Pleas Court - General

Nov 17, 2017

035

TV VCR w/stand & Audio/Video Supplies



Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description	
1			Unknown	TV & VCR	
1				Mobile TV stand (two-tiered)	
1			Unknown	Audio∕Video Equip	
					

Additional Comments

TV & VCR on mobile stand; audio video equipment



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item:

Old Prosecutor's Office 500 Justice Dr Lebanon OH 45036

CSE17009

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Child Support (CSEA)

Nov 14, 2017

009

2 Hard Drives - Cleaned

Qty	Brand	Model	Working Condition Y/N	Description
1	Dell	DCTA	Needs HD	Dell HD Poweredge SC440 Server
1	NEX	903.0201.00	Needs HD	NEX Computing Solutions
				1 100
		<u> </u>		

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Kathy DeCaires

Title: HR Coord.

Phone Number 695.1548

Location of Item:

CSEA - back room 1st door on left

CSE17010

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Child	Support	(CSEA)
Chila	Support	(COEM)

Nov 14, 2017

010

2 HP Printers 4100 Series

Qty	Brand	Model	Working Condition Y/N	Description
2	HP	4100	Y	Printers (61X toner in each + 1 in box)
				100-1
				Marie

Additional Comments

(Click above to add	additional	picture`
---------------------	------------	----------

(Click above to add additional picture)

(Click above to add additional picture)

Name: Kathy DeCaires

Title: HR Coord.

Phone Number 695-1548

Location of Item:

Back Room on left

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Nov 16, 2017

001

Printers



Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	4100TN	N	Hewlet Packard Laser Jet Printer
1	HP	5100tn	N	Hewlet Packard Laser Jet Printer
		, and the second		

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item:

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Nov 16, 2017

002

Copier

Model#



Office Equipment/Supplies Category

Brand Sharp

Serial #

75025977

Date Removed From Service

MX-M35ON

11/24/16

○ No

(Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item:

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Nov 16, 2017

Lot of Multiple Items

003

Chairs



€) - , #	1. 解笑。 图 360 8	多类型。多数的是	*** L	
Qty	Brand	Model	Working Condition Y/N	Description Description
12		****	Υ	Various styles - green color
1			Y	Executive style - black color
				

Additional Comments

Chairs have areas that are worn and may need repair.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item:

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Nov 16, 2017

004

Chairs



Σty	Brand	Model	Working Condition Y/N	Description
13	:		Y	Green
4				A MANAGEMENT AND A MANA
\dashv				
\dashv				
\dashv				
┪				
-				

Additional Comments

Chairs have areas that are worn and may need repair.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item:

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Nov 16, 2017

Lot of Multiple Items

005

Law Books



Qty Brand Model Working Condition Y/N Description

Y Law Books

Additional Comments

Books contain case law from previous decades.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item:

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Nov 16, 2017

006

Bookcase



Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
4			Y	Metal Bookcases
	,			

Additional Comments

The height of all four bookcases is 9' 10 1/2 ".

The width of bookcase #1 - 3' 7 1/4"

#3 - 35 1/2"

#2 - 38 1/4 "

#4 - 35 1/2".



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item:

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Facilities Management	Dec 10, 2017	052

Lot of tile (LOT A) 632 pieces of 23-1/2" x 11-3/4" tile

	, v			Seleggi@	is lives and Single Item			
_ :	<u>.</u> ,			Category	Builders Supplies	Brand	1	
		1		Model #		Serial #		
			. 5			Did Item We	ork When Remo	ved?
				Date Rem	oved From Service	Yes	€No	() Unknown
	9							
				Addition	al Comments			

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name:	Title:	Phone Number
Location of Item:		

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

dovbeats item inspection i onn						
Facilities Management		Dec 10, 2017	053			
Lot of tile (LOT B	3) 336 pieces of	⁻ 15-3/4" x 1	15-3/4" tile			
	Category Builders Supplie Model # Date Removed From Service	es Se	Brand Prial # Did Item Work When Removed? Yes No Unknown			
	Additional Comments	i				
Buyer is responsible for removal.						
(Click above to add additional picture)	(Click above to add additional	l picture) (Click a	bove to add additional picture)			
Name:	Title:	Pho	ne Number			
Location of Item:						

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDears	item inspec		
Facilities Management	Dec	10, 2017	054
Lot of tile (LOT C)	1934 pieces of 23-1	13/16" x	: 11-7/8" tile
	Category Builders Supplies Model # Date Removed From Service	Se	Brand rial # Did Item Work When Removed? Yes No Unknown
Buyer is responsible for removal.	Additional Comments		
(Click above to add additional picture)	(Click above to add additional picture)) (Click a	bove to add additional picture)
Name:	Title:	Pho	ne Number
Location of Item:			

Warren County Facilities Management

430 South East Street 513-695-1463

Location of Item:

Michael D. Shadoan Director

dovbeais		Jection	
Facilities Management		Dec 10, 2017	055
Lot of tile (Lot D) 200 pieces of	23-3/4" x	11-3/4" tile
		Single Item	The state of the s
What have the	Category Builders Suppl	lies	Brand
	Model #		Serial #
	Date Removed From Serv	rice	Did Item Work When Removed? Yes No Unknown
	·		_
	Additional Comment	:s	
Buyer is responsible for removal.			
(Click above to add additional picture)	(Click above to add additiona	al picture) (Click	above to add additional picture)
Name:	Title:	Pl	none Number

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

Facilities Management		Dec 10, 2017	056
Lot of tile (L	ot E) 1376 pie	ces of 18" x	18" tile
	Category Builders St. Model # Date Removed From	ipplies S	Brand erial # Did Item Work When Removed? Yes No Unknown
,	Additional Comm	ents	
Buyer is responsible for removal.			
(Click above to add additional picture)	(Click above to add additi	onal picture) (Click a	above to add additional picture)
Name:	Title:	Pho	one Number
Location of Item:			

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

	Dec	: 10, 2017	057
	(L + E) 42 E0 '		U 4:1 -
Lot of tile	(Lot F) 4259 pieces	0f 6" X 6	tile
	Seltaulite _{in} llype Single Iten	1	egunestation space of the last
	Category Builders Supplies		Brand
	Model #	Sei	ial#
	· · · · · · · · · · · · · · · · · · ·		Did Item Work When Removed?
	Date Removed From Service		Yes No Unknown
	Additional Comments		
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uyer is responsible for removal.			
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Buyer is responsible for removal.			
(Click above to add additional picture)	(Click above to add additional picture) (Click ał	pove to add additional picture
	(Click above to add additional picture		pove to add additional picture e Number

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GOVDCais	rtcm mape		
Facilities Management		Dec 10, 2017	058
Lot of tile (L	ot G) partial skid	of 24" x 1	6" tile
	Category Builders Supplies Model # Date Removed From Service	Se	Brand Prial # Did Item Work When Removed? Yes No Unknown
	Additional Comments		
Buyer is responsible for removal.			
(Click above to add additional picture)	(Click above to add additional pict	ure) (Click a	above to add additional picture)
		,	
Name:	Title:	Pho	ne Number
Location of Item:			

Warren County Facilities Management

430 South East Street 513-695-1463

Name:

Location of Item:

Michael D. Shadoan Director

GovDeals Item Inspection Form

Facilities Management	Dec	10, 2017	059
Lot of tile (Lo	t H) partial skid of a	ssorted siz	e tile
	Salegatien i Type Single Item		
	Category Builders Supplies	Bran	d
	Model #	Serial #	
	Date Removed From Service	Did Item W	Vork When Removed?
	Additional Comments		
Buyer is responsible for removal.			
(Click above to add additional picture)	(Click above to add additional picture)	(Click above t	o add additional picture)
Name	Title:	Phone Num	ber

Title:

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan

Director

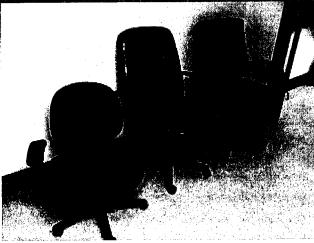
GovDeals Item Inspection Form

Health Dept.

Nov 28, 2017

021

Lot of 8 Office Chairs



Lot of Multiple Items

	Qty	Brand	Model	Working Condition Y/N	Description
ĺ	8				Office Chairs
1/4					
1					
				<u> </u>	
Section Section			<u> </u>		•
1					
-		<u> </u>		-	
		l		1	l

Additional Comments

Each chair has something minor wrong w/it from torn upholstery to hydraulic lift not working



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item:

Various locations, Warren County Health District, 416 S. East Street, Lebanon, Ohio 45036

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Health Dept.	Nov 28, 2	2017 022
	Desk	
	Selectification types 1 2 2 2 Single Item	
	Category Furniture/Furnishings Model #	Serial #
	Date Removed From Service 11/1/17	Did Item Work When Removed? Yes No Unknown .

Large (3 1/2' x 6' 4") and Very Heavy. Must bring help to remove and load the desk.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item:

Basement, Warren County Health District, 416 S. East Street, Lebanon, Ohio 45036

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Health Dept.

Nov 28, 2017

023

Old Ultrasound Machine



Select tem type Single Item

Category Medical/Dental Equipment Brand Siemens

Model # Sonoline SI-400 Serial #

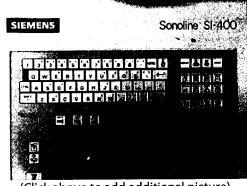
Date Removed From Service Oyes No © Unknown

Additional Comments

Very old Ultrasound machine. Obsolete.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item:

Basement, Warren County Health District, 416 S. East Street, Lebanon, Ohio 45036

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

II. III. Davis			Nov 28, 2017			24
Health Dept.			1100 20, 2017			4 T
	Evan	n Table				
	LXaII	ITADIC	nam in Sa also al mon diale			
	Select ite l	n Tiylpie 💛 🔀 Sing	gle Item	100 mars -	u esta un altre de servicio.	1. (9 4 <u>3000 1. 34</u> 40. 32
	Category	Medical/Dental Eq	uipment	Brand		
	Model#			Serial #		
	1 Date Rem	oved From Service	11/1/17	Did Item Wo	rk When Remo	ved?
2	.] (,,,,,,,,,	C _2,	.
	Addition	al Comments				

Name: Tammy Cranmer

(Click above to add additional picture)

Title: Administrative Assistant

(Click above to add additional picture)

Phone Number 513-695-1273

(Click above to add additional picture)

Location of Item:

Basement, Warren County Health District, 416 S. East Street, Lebanon, Ohio 45036

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Juvenile

Dec 6, 2017

010

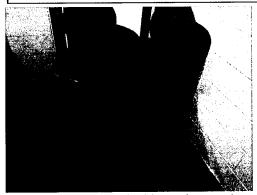
(6) Chair Lot



Qty	Brand	Model	Working Condition Y/N	Description
4			Y	Mauve Charis
1			Y	Green Chair
1	·		Y	Black Chair
\neg				
寸		· "		
		1		
\neg				
	,			
		T		

Additional Comments

(6) chair lot - Chairs are used and may show some wear and fading - Chairs were in usable order when taken out of service in Nov. 2017



(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

430 South East Street 513-695-1463

Michael D. Shadoan Director

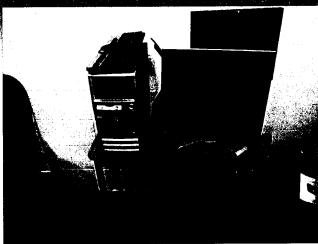
GovDeals Item Inspection Form

Juvenile

Dec 6, 2017

011

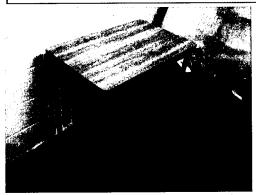
Misc. Computer Items and Table



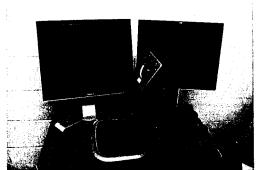
Qty	Brand	Model	Working Condition Y/N	Description
1			Υ	Small Table 30" X 18" X 30"
1	HP	Compaq	N	Computer Tower - Hard Drive Removed
1	HP	9109	Unk	Computer Keybeard
1	HP	1755	Unk	Computer Monitor 17*
1	Dell	1908FPt	Unk	Computer Monitor
1			Υ	Monitor stand
		-		-

Additional Comments

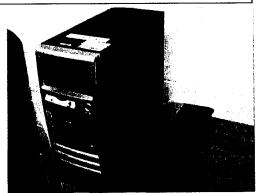
Hard Drive removed from Tower - Unknown working condition of all items - All items taken out of service in Nov. 2017



(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

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Records Center

Dec 8, 2017

002

Bizhub C353 Multi-fucntioning Copier/Printer w scanners



Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	Mustek		Y	Wide format desk scanners
1	Bizhub	c353	у	Multipurpose scanner/printer/copier
			-	

Additional Comments

All items work, sold as is.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Jen Haney Conover

Title: Records Center

Phone Number 1868

Location of Item:

Admin Basement - RM 52

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Records Center

Dec 8, 2017

003

Lot of computer screens, CPU, keyboards and working printer



Sele	Lot of Multiple Items									
Qty	Brand	Model	Working Condition Y/N	Description						
2	HP		у	20 inch computer monitor screens						
1	Dell		у	XP CPU units						
2	HP		Y	XP CPU computer units						
1	HP	LJ2200DN	Y	Hewlett Packered LaserJet 2200DN Printer						
		ļ		una de la composición dela composición de la composición dela composición de la composición de la composición de la comp						
		<u> </u>								

Additional Comments

Comes with computer mouse for each CPU and keyboards. AS IS!



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Jen Haney Conover

Title: Records Manager

Phone Number 1868

Location of Item:

Administration Basement - RM 052

TEL17024

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Telecommunications		Nov 28, 2017	024
Com	paq Colo	or Monitor	
entre de la compartir de la co	Selection Byon,	Single Item	
	Category	uters, Parts and Supplies	Brand Compaq
	Model # TFT72	20	Serial # 209CK64GA030
	Date Removed Fr	rom Service	Did Item Work When Removed? Yes No G Unknown

Additional Comments

Working condition unknown



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item:

500 Justice Dr. Lebanon, Ohio 45036

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Telecommunications

Nov 28, 2017

Lot of Multiple Items

025

Misc. Office Furniture



Qty	Brand	Model	Working Condition Y/N	Description
	The HON Co		UNK	Cubicle walls, Desk top pieces, overhead cubicle lights, out lets, & misc. cubicle pieces
5	Office desk chi		Y	1-Green/w/wheels, 3 Gray chairs w/ wheels, 1 Office chair
3	File Cabinets		Y	1 Dark Gray Long/Short, 1 Cream Color long/short and 1 Tall 4Drawer
2	Book Shelves		Y	1 Gray tall book shelf, 1 Cream color Tall book shelf
1	Desk	-	Y	Wood Top w/metal Drawers
1	Sylvania TV		UNK	
4	Desk keyboar		UNK	Under the desk keyboard tray
7	3-Desk Drawe		UNK	3- Drawer Desk Drawers

Additional Comments





(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Overhead Storage Cubicle Cabinets (The Hon Company) Gray in color

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item:

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

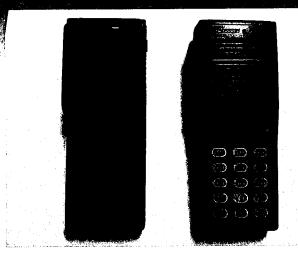
GovDeals Item Inspection Form

Telecommunications

Dec 1, 2017

026

Motorola Replacement Covers



Qty	Brand	Model	Working Condition Y/N	Description
12	Motorola	NTN7152B	Y	MTS2000 Model 1 replacement cover
1	Motorola	NTN71548	Y	MTS2000 Model 3 replacement cover
_				
				100-100-100-100-100-100-100-100-100-100

Additional Comments

No labels



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item:

TEL17027

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan

GovDeals Item Inspection Form

Telecommunications

Nov 29, 2017

027

Motorola Coil Cord Microphone Cable, RJ45Connector



Seli	rithtan lly	(e)	Lot of Mul	tiple Items
∜ +** Oty	Brand	Model	Working Condition Y/N	Description
29	Motorola	HLN9560	Y	Coil cord microphone cable, RJ45 Connector
<u> </u>				

Additional Comments

(Click above	to add	additional	picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin, Support

Phone Number 513-695-2494

Location of Item:

TEL17028

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan

GovDeals Item Inspection Form

Telecommunications

Dec 1, 2017

028

Motorola MTS Battery Chargers



好事.		COURSE PAR SECTION	Walter and the second second	The property of the second of
Oty	Brand	Model	Working Condition Y/N	
1	Motorola	NTN1177B	Y	6 Slot MTS Battery Charger
21	Mototola	NTN7209A	Y	Single MTS Battery Chargers
\neg				

Additional Comments

Items split into 2 boxes



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item:

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan

GovDeals Item Inspection Form

Telecommunications

Dec 4, 2017

Lot of Multiple Items

029

Motorola 800 MHZ Analog Conventional/SmartNet/Conv.

Motorola

Motorola Motorola



 Model
 Working Condition Y/N
 Description

 HT1000
 Y
 800 MHZ Analog Conventional

 MTS2000
 Y
 Model 1 800 MHZ Analog SmartNet/Conv.

 MAXTrac
 Y
 800 MHZ Analog Conventional

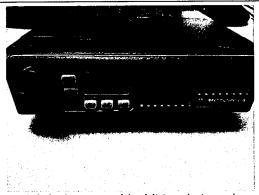
 MCS2000
 Y
 Remote Head 800 MHZ Analog SmartNet/Conv.

Additional Comments

1CS are Remote Mount Ready, No cables.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item:

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan

GovDeals Item Inspection Form

Telecommunications

Dec 4, 2017

030

Motorola Model 1, 2, 3 800 MHZ Analog SmartNet/Conv.



\set	adien ly	•G	Lot of Mul	tiple Items
Oty	Brand	Model	Working Condition Y/N	Description
12	Motorola	MTS2000	Y	Model 1 800 MHZ Analog SmartNet/Conv.
1	Motorola	MTX8000	Y	Model 2 800 MHZ Analog SmartNet/Conv.
1	Motorola	MTX 8000	Y	Model 3 800 MHZ Analog SmartNet/Conv.
F				
	,			

Additional Comments

(Click above to ac	d additiona	picture
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(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item:

TEL17031

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan

GovDeals Item Inspection Form

Telecommunications

Dec 5, 2017

031

Motorola Single Battery Charger



Qty	8rand	Model	Working Condition Y/N	Description
8	Motorola	RPX4747A	Υ	HT1000/MTX8000 Single Battery Charger
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Additional Comments

C	lick	above	to add	d additional	picture)
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(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item:

TEL17032

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

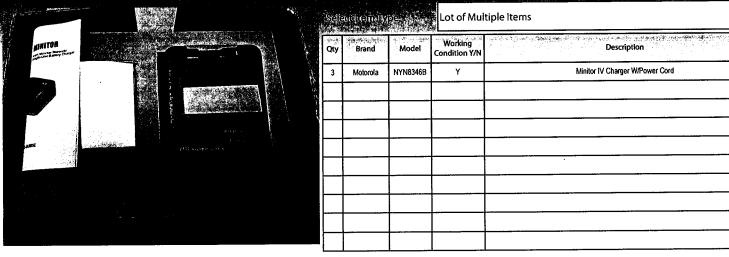
GovDeals Item Inspection Form

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Dec 5, 2017

032

Motorola Minitor IV Charger w/Power Cord



Additional Comments

(Click above to add a	additional _I	picture)
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(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Suport

Phone Number 513-695-2494

Location of Item:

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

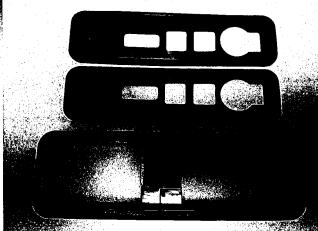
GovDeals Item Inspection Form

Telecommunications

Dec 5, 2017

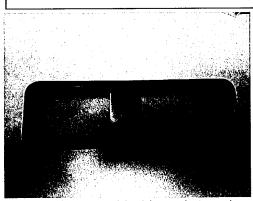
033

Motorola MCS2000 Gasket Front Cover & Back Housing



Oty	Brand	Model	Working Condition Y/N	Description
29	Motorola	3205931V02	Y	MCS2000 Gasket Front Cover
22	Motorola	1502455Y05	Y	MCS2000 Back Housing (Black)
7	÷			
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Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item:

TEL17034

Warren County Facilities Management

430 South East Street 513-695-1463

Michael D. Shadoan Director

GovDeals Item Inspection Form

Telecommunications

Dec 5, 2017

Lot of Multiple Items

034

Motorola Analog SmartNet/Conv., SingleCharger, speaker



Working Model Description Condition Y/N Model 1, 800 MHZ Analog SmartNet/Conv.S/N: 466AWE6378, 466AXC4806, 466AYG1569 Motorola MTS2000 MCS2000 Y Dash Mount - 800 MHZ Analog SmartNet/Conv. S/N: 722AXU1387 Motorola NTN7209A Υ Single Charger for MTS 2000 Batteries HSH4031E Speaker for MCS2000 Mobiles Motorola

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item:

500 Justice Dr. Telecom, Lebanon, Ohio 45036

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 17-1992

Adopted Date December 14, 2017

ENTER INTO AGREEMENT WITH MENTAL HEALTH RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES ON BEHALF OF WARREN COUNTY **TELECOMMUNICATIONS**

BE IT RESOLVED, to authorize the Board to enter into an agreement with Mental Health Recovery Services of Warren and Clinton Counties on behalf of Warren County Telecommunications; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

c/a - Mental Health Recovery Services cc:

Telecom (file)

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into on the 11th day of December, 2017, by and between Mental Health Recovery Services of Warren and Clinton Counties located at 212 Cook Road, Lebanon, Ohio 45036 (hereinafter referred to as "Board") and Warren County Telecommunications located at 500 Justice Drive, Lebanon OH 45036 (hereinafter referred to as "Business Associate").

WHEREAS, Business Associate will perform certain services on behalf of Board for which Board will make available and/or transfer to Business Associate individually identifiable health information.

WHEREAS, certain individually identifiable health information is considered to be Protected Health Information that may only be used or disclosed in accordance with the Health Insurance Portability and Accountability Act's ("HIPAA")Privacy and Security Regulations (45 CFR Part 164);

WHEREAS, the Parties wish to set forth the terms and conditions pursuant to which Protected Health Information used, created, received or disclosed by the Business Associate in the performance of services for the Board will be handled during the term of this Agreement and after its termination.

NOW, THEREFORE, the parties hereby agree as follows:

I. DEFINITIONS

- 1. Breach shall have the meaning given to such term in 45 CFR 164.402.
- 2. Designated Record Set, as defined at 45 CFR 164.501, is a group of records maintained by or for a covered entity that is:
 - a. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for the covered entity; OR
 - b. Used, in whole or in part, by or for the covered entity to make decisions about the individuals.
- 3. Individual shall have the meaning given to such term in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 4. Protected Health Information (PHI) shall have the meaning given to such term in 45 CFR 160.103. Electronic Protected Health Information (EPHI) shall have the meaning given to such term in 45 CFR 160.103. For the purposes of this Agreement, the term Protected Health Information shall include Electronic Protected Health Information (EPHI) as defined in 45 CFR 160.10.
- 5. Unsecured Protected Health Information shall have the meaning given to such term in 45 CFR 164.402.

- 6. HIPAA Rules shall mean the Privacy, Security, Enforcement and Breach Notification Rules at 45 CFR Parts 160 and 164.
- 7. Health Care Operations shall have the meaning given to such term in 45 CFR 164.50.1
- 8. Data Aggregation shall have the meaning given to such term in 45 CFR 164.501.
- 9. Any terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under the HIPAA Privacy and Security Regulations.

II. PERMITTED USES AND DISCLOSURES OF PHI

1.	Business Associate may use or disclose PHI as necessary to perform:
	The following specific purposes: <u>Telephone and voicemail services.</u>
	Or
	The services set forth in the service agreement between the Parties dated
•	The lange of the standard language the Dynamons Associate may

- 2. Unless otherwise limited herein, the Business Associate may:
 - a. Use the PHI received from or on behalf of Board for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of the Business Associate, provided that such uses are permitted under other state and federal confidentiality laws.
 - b. Disclose the PHI received from or on behalf of Board for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of the Business Associate, provided that (i) such disclosure is required by law or (ii) the Business Associate has received from the third party written assurances that such PHI will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to such third party and whereby the third party agrees to notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- 3. In addition to using PHI to perform the services set forth in Section II.1 of this Agreement, Business Associate may:
 - a. Aggregate the PHI in its possession with the PHI of other covered entities that the Business Associate has in its possession through its capacity as a business associate to said other covered entities, provided that the purposes of such data aggregation is to provide the Board with data analyses relating to the Health Care Operations of the Board. Under no circumstances may the Business Associate disclose PHI of Board to another covered entity absent the explicit authorization of Board.

b. De-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR 164.514(b) and further provided that the Business Associate maintains the documentation required by 45 CFR 164.514(b). Pursuant to 45 CFR 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement.

III. RESPONSIBILITIES OF THE PARTIES

- 1. Business Associate agrees to only use or disclose PHI as permitted or required in Section II or as required by law.
- 2. Consistent with the Board's minimum necessary policies and the HIPAA Privacy Rule, Business Associate and Board agree to only request, use and disclose the minimum PHI necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.
- 3. Board shall notify Business Associate of the following to the extent Business Associate's use or disclosure of PHI is affected: (i) limitation(s) set forth in Board's notice of privacy practices; (ii) changes in, or revocation of, permission by the individual to use or disclose PHI; (iii) any agreed upon restrictions relating to the use or disclosure of PHI; and (iv) any opt-outs requested by individuals from marketing and/or fundraising activities of the Board.
- 4. Business Associate shall use appropriate safeguards and comply with the requirements of the HIPAA Security Rule (Subpart C of 45 CFR Part 164) with respect to EPHI to prevent any use or disclosure not permitted by the terms of this Agreement.
- 5. Business Associate shall notify Board of any access, use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware, including breaches of unsecured PHI as required by 45 CFR 164.410, and any security incident of which it becomes aware, including those reported to Business Associate by its subcontractors or agents. In addition:
 - a. Business Associate shall provide such notice to Board within ten (10) business days of discovery of such an occurrence and shall immediately conduct an investigation and report in writing, within five business days, the following information:
 - Identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed and a description of the types of PHI that were involved in the occurrence (such as full name, date of birth, social security number, diagnosis, account number, etc.).
 - A brief description of what occurred, including the date of the occurrence, if known, and the date of its discovery.
 - A brief description of what is being done to investigate the occurrence, mitigate any harm to individuals, and protect against any further occurrences.

- b. Business Associate shall also provide Board with any other available information, as requested, that Board is required to include in its notification to the individual in accordance with 45 CFR § 164.404, either at the time the request is made or as the information becomes available.
- c. Business Associate shall take all reasonable steps to mitigate any potentially harmful effects of such access, use or disclosure.
- 6. Business Associate shall require all subcontractors and agents that receive, maintain, create or transmit PHI on behalf of Business Associate to agree in writing, in accordance with 45 CFR 502(e)(1)(ii) with respect to PHI and 164.308(b)(2) with respect to EPHI, as applicable, to adhere to the same restrictions, requirements and conditions that apply to Business Associate with respect to such PHI. Business Associate shall monitor all such agreements for compliance.
- 7. In the event that Board informs Business Associate in writing that PHI held by Business Associate is a Designated Record Set, Business Associate agrees to do the following at the request of Board and in the time and manner designated by Board:
 - a. Make such PHI available to Board as necessary for Board to fulfill an individual's request to access such PHI, in accordance with 45 CFR 164.524.
 - b. Make any amendments to such PHI that the Board directs pursuant to 45 CFR 164.526, or take any other measures necessary to satisfy Board's obligations under 45 CFR 164.526.
- 8. Business Associate shall document disclosures of PHI and information related to such disclosures as necessary for Board to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Within forty-five (45) days of receiving a written request from Board, Business Associate shall provide such information to the Board in the manner requested, in order for Board to respond to an individual's request.
- 9. Business Associate shall make all books, records, agreements and internal practices relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Board, available to the Board or to the Secretary of the United States Department of Health and Human Services (HHS), for purposes of determining compliance with the HIPAA Rules.
- 10. To the extent that Business Associate is to carry out one or more of Board's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Board in the performance of such obligations.
- 11. Business Associate may not use or disclose PHI in a manner that would violate the Privacy Rule if done by the Board except for any specific uses and disclosures set forth in Section II.

IV. TERM AND TERMINATION

- 1. This Agreement shall be effective as of the date set forth below and shall remain in effect until terminated by either party with thirty (30) days prior written notice, without notice in the event of a violation of a material term of this Agreement in accordance with Section IV.2, or at the termination or expiration of a related service agreement noted in Section II.1.
- 2. Board may immediately terminate this Agreement if Board determines that Business Associate has violated a material term of the Agreement. Alternatively, the Board may choose to provide Business Associate with written notice of the existence of the material violation and afford Business Associate an opportunity to cure such violation. If upon receipt of such notice, Business Associate fails to cure said violation to the satisfaction of Board in the timeframe and manner set forth in the notice, Board shall immediately terminate this Agreement.
- 3. Upon termination of this Agreement for any reason, with respect to PHI received from Board, or created or received by Business Associate on behalf of Board, Business Associate shall comply with the following:
 - a. Retain only that PHI necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities. When such PHI is no longer needed by Business Associate for such purposes, it shall be returned, or if agreed to by Board, destroyed in accordance with Sections 4.3.b. and 4.3.c.
 - b. Return, or if agreed to by Board, destroy all remaining PHI that Business Associate still maintains in any form within 30 days of such termination. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. Destruction of PHI shall include all back-up copies.
 - c. If it is not feasible for the Business Associate to return or destroy said PHI, Business Associate will notify the Board in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, (ii) the specific reasons for such determination, (iii) a statement that Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and (iv) a statement that Business Associate agrees to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.
- 4. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

V. MISCELLANEOUS

- 1. Any ambiguity in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and any regulations promulgated thereunder.
- 2. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 3. Any amendment to this Agreement must be set forth in an addendum to this Agreement and signed by the Parties.
- 4. Notwithstanding any rights or remedies under this Agreement or provided by law, the Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
- 5. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Board, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign the Agreement without the prior written consent of the other.

IN WITNESS WHEREOF, the Parties have hereto duly executed this Agreement on the dates set forth below.

Mental Health Recovery Services of Warren and Clinton Counties

Brent Lawyer, Executive Director

Date

Warren County Telecommunications

Warren County Telecommunications

AUTHORIZED REPRESENTATIVE NAME, TITLE

Date

APPROVED AS TO FORM

Kathryn M. Horvath

Asst. Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 17-1993

Adopted Date December 14, 2017

APPROVE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH SHANNON AQUINO ON BEHALF OF THE WARREN COUNTY AUDITOR

BE IT RESOLVED, to approve and enter into a professional consulting services contract with Shannon Aquino, on behalf of the Warren County Auditor; as attached hereto and made a part hereof.

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

Mr. Young – absent Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cc:

c/a – Aquino, Shannon

Auditor (file)____

Contract for Professional Services

This Contract is made and entered into between Warren County (County) and the below named consultant.

Shannon Aquino 3720 Keever Pass Lebanon, OH 45036 (513) 967-8354 srcline1@gmail.com

General Provisions:

This Contract shall be governed by the laws of the State of Ohio.

This contract contains the complete and exclusive statement of the agreement between the parties and supersedes all prior discussions, proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract.

No amendment to this contract shall be effective unless it is in writing and signed by the duly authorized representatives of both parties.

If any provision of this contract is determined to be invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby and shall continue to be binding upon the parties and shall be enforceable as though the invalid or unenforceable provisions were not contained herein.

Each party has the power and authority to enter into and perform this Contract. Each Party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

Scope of Work:

Assist with preparing GAAP folders, MD&A, Notes to the Financial Statements and Statistical Tables for the 2017 CAFR. Tasks will be assigned on an as needed basis.

Period of Performance:

The period of performance under this contract will be from January 1, 2018, through June 30, 2018.

Compensation:

Compensation for services rendered will be on an hourly basis at a rate of \$36.00 per hour, to be invoiced on a monthly basis by Consultant. Total compensation payable to Consultant for satisfactory performance of the work under this contract shall not exceed \$17,280.00.

Termination:

The County shall furnish the Consultant with written notice of the Consultant's alleged breach of this Agreement. The Consultant shall have fifteen (15) days after the Consultant's receipt of such notice to cure such breach and, if timely cured, this agreement shall not terminate, but continue in full force and effect. If the Consultant fails to cure such alleged breach, the Client may terminate this Agreement by furnishing to the Consultant written intent to terminate and the Consultant shall have no further right to cure. Termination under this provision shall not relieve Client of any payment obligations under this Agreement.

Limitation of Liability:

Both parties agree that regardless of the form of action, liability of either party for damages shall not exceed the total contract amount under the terms of this Contract. This shall be both parties exclusive remedy. No action, regardless of form, arising out of a claim of breach of this Contract may be brought by either party more than one year after the date of the alleged breach.

Consultant shall indemnify and hold harmless the County, its officers and employees from any and all claims, suits, actions, causes of action, expenses, costs, fees (including attorney fees), liabilities, injuries and damages as may be occasioned by the consultant's misfeasance, malfeasance, or nonfeasance, whether negligent, reckless or intentional, pursuant to Consultant's duties pursuant to this contract.

Confidentiality:

Information collected, used or acquired in connection with this contract shall be used solely for the purpose of this contract. The Consultant agrees not to release, divulge, publish, transfer or otherwise make known to unauthorized persons any information without the express written consent of Warren County.

In witness whereof, the parties hereto have executed this Contract on the date indicated.

Consultant	Warren County
Mlgun- Signature	Matt Nolan, County Auditor
Signature Signature	Matt Noian, County Additor
12/5/17 Date	12/11/17
Date '	Date

Approved As To Form:
By: Kenh W. Aulu Title: Asst. Prosecutor
7/3/
County Commissioner
Date: 12/14/17
Date: 12/19/17 By: far mun.
County Commissioner
Date:
Ву:
County Commissioner
Date: 12/14/17
Date: 12/14/17 By: 12/14/17

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number_17-1994

Adopted Date December 14, 2017

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LTD. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LAKESIDE AT SHAKER RUN, SECTION ONE SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number

17-026 (W/S)

Development

Lakeside at Shaker Run, Section One

Developer

Grand Communities, Ltd.

Township Amount

Turtlecreek

\$76,723.40

Surety Company

RLI Insurance Company (CMS0328921)

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

Mr. Young - absent

Mr. Grossmann – yea

Mrs. Jones - yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

cgb

cc:

Grand Communities, Ltd., Dave Stroup, 3940 Olympic Blvd, Ste 100, Erlanger KY 41018 RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607

Water/Sewer (file) Bond Agreement file

SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT

WATER AND/OR SANITARY SEWER

·	
$\underline{\S}$	Security Agreement No.
	17-026 (4/5)
-	11-020(10)
This Agreement made and concluded at Lebanon, Ohio, by and between	Grand Communities, Ltd. ter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County RLI Insurance Company" (2) (hereinafter)	y Commissioners"), and
WITNESSETH:	
WHEREAS, the Developer is required to install certain improvent Subdivision, Section/Phase One (3) (hereinafter Turtlecreek (4) Township, Warren County, Ohio, in accordance Subdivision regulations (hereinafter called the "Improvements"); and, WHEREAS, it is estimated that the total cost of the Improvements	e with the Warren County
and that the Improvements that have yet to be completed and approved ma \$59,018.00; and,	ny be constructed in the sum of
WHEREAS, the County Commissioners have determined to require the sum of one hundred thirty percent (130%) of the estimated cost of unprovements to secure the performance of the construction of uncompleted in accordance with Warren County subdivision regulations and to require the sum of ten percent (10%) of the estimated total cost of the Improvement Improvements and their tentative acceptance by the County Commissione all maintenance upon the Improvements as may be required between the cacceptance of the Improvements and their final acceptance by the County	incompleted or unapproved ted or unapproved Improvements all Developers to post security in ints after the completion of the irs to secure the performance of completion and tentative
NOW, THEREFORE, be it agreed:	
1. The Developer will provide performance security to the C of \$76,723.40 to secure the performance of uncompleted or unapproved Improvements in accordance regulations (hereinafter the Performance Obligation). If ar inserted herein, the minimum performance security shall cost of the Improvements.	f the construction of the with Warren County subdivision by sum greater than zero (0) is
Page 1	

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

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

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

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

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Grand C	ommunities,	Ltd.	
Attn: D	ave Stroup		
3940 O	lympic Boule	vard, Suite 100	
Erlanger	, KY 41018		
Ph. (859) 344	3131	

	D.	To the Surety:
•		RLI Insurance Company
		525 W. Van Buren, Suite 350
		Chicago, IL 60607
		Ph. (312)675
	shall b	tices and requests for inspection, unless otherwise specifically provided herein, be by certified mail, return receipt requested and shall be complete upon mailing. All is are obligated to give notice of any change of address.
14.	The se	curity to be provided herein shall be by:
		Certified check or cashier's check (attached) (CHECK#)
		Original Letter of Credit (attached) (LETTER OF CREDIT #)
		Original Escrow Letter (attached)
	<u>X</u>	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.	institu obliga and lo	erm "Surety" as used herein includes a bank, savings and loan or other financial ation where the security provided is a letter of credit, escrow letter or surety ation of a national bank. The term "Surety" when referring to a bank, savings an or other financial institution is not intended to create obligations beyond 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 days after notification of default, then amounts due shall bear interest at eight per	

- This Agreement shall not be assignable or transferrable by the Developer or Surety to any 17. 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.
- This Agreement shall be construed under the laws of the State of Ohio. The Developer and 18. 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.

GRAND COMMUNITIES, LTD.

DEVELOPER: a Kentucky limited partnership By: Fischer Development Company a Kentucky corporation Its: General Partner

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

SIGNATURE:

Todd E. Huss PRINTED NAME:

President TITLE:

SURETY: RLI Insurance Company

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

PRINTED NAME: Susan A. Yeazell

TITLE: Attorney-in-Fact

DATE: December 12, 2017

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1994, dated 12.1411.

WARREN COUNTY

BOARD OF COUNTY COMMISSIONERS

SIGNATURE:

PRINTED NAME: John Grossman

TITLE: President

DATE: 12/14/17

RECOMMENDED BY:

APPROVED AS TO FORM:

By: thus & Mila

Key:

1. Name of Developer

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

4. Name of Township

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, Ltd., as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Seventy-Six Thousand Seven Hundred Twenty-Three and 40/100 Dollars (\$76,723.40) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance of Water And/Or Sanitary Sewer in Lakeside at Shaker Run Subdivision Section One in Turtlecreek Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Water And/Or Sanitary Sewer in Lakeside at Shaker Run Subdivision, Section One in Turtlecreek Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Seventy-Six Thousand Seven Hundred Twenty-Three and 40/100 Dollars (\$76,723.40) and no more.

Signed, sealed and dated this 12th day of December 2017

Principal: Grand Communities, Ltd.

a Kentucky limited partnership By: Fischer Development Company

a Kentucky corporation Its: General Partner

Todd E. Huss, President

Surety: RLI Insurance Company

Susan A. Yeazell, Attorney-in-Fact



RLI Surety 9025 N. Lindbergh Dr. | Peoria, IL 61615 Phone: (800)645-2402 | Fax: (309)689-2036 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the approving officer if desired.	e bond which it authorizes executed, but may be detached by the
That RLI Insurance Company, an Illinois corporation, does hereby make, Dan E, Ries, Susan A. Yeazell, Unique Kizer, jointly or severally	constitute and appoint:
in the City of Cincinnati, State of Ohio power and authority hereby conferred, to sign, execute, acknowledge and bond. Any and all bonds provided the bond penalty does not exceed Twenty Figure 1.	
The acknowledgment and execution of such bond by the said Attorney in Fa executed and acknowledged by the regularly elected officers of this Compar	
The RLI Insurance Company further certifies that the following is a true a of RLI Insurance Company, and now in force to-wit:	nd exact copy of the Resolution adopted by the Board of Directors
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary attorneys in Fact or Agents who shall have authority to issue bonds, policies at is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by factorized by the corporate seal affixed this	rer, or any Vice President, or by such other officers as the Board etary, any Assistant Secretary, or the Treasurer may appoint sies or undertakings in the name of the Company. The corporate Powers of Attorney or other obligations of the corporation. The simile."
State of Illinois SS	By: Barton W. Davis Vice President
County of Peoria	CERTIFICATE
personally appeared <u>Barton W. Davis</u> , who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 12th day of December, 2017.
By: Jacqueline M. Bockler Notary Public	RLI Insurance Company
"OFFICIAL SEAL" NOTARY OF JACQUELINE M. BOCKLER JACQUELINE M. BOCK	By: Barton W. Davis Vice President

3423589020212

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 17-1995_

Adopted Date December 14, 2017

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH GRAND COMMUNITIES, LTD, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LAKESIDE AT SHAKER RUN, SECTION ONE SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number

17-028 (P)

Development

Lakeside at Shaker Run, Section One

Developer

Grand Communities, Ltd

Township

Turtlecreek

Amount

\$177,180.90

Surety Company

RLI Insurance Company (CMS0328911)

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

Mr. Young – absent

Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cc:

Developer Surety Company Engineer (file)

Bond Agreement file

SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT

STREETS AND APPURTENANCES

2.1
Security Agreement No.
17-028(P)
This Agreement made and concluded at Lebanon, Ohio, by and between
WITNESSETH:
WHEREAS, the Developer is required to install certain improvements in Lakeside at Shaker Run Subdivision, Section/Phase One (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,
whereas, it is estimated that the total cost of the Improvements is \$_\frac{\$177,370.25}{}\$, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$_\frac{\$136,293.00}{}\$; and,
WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.
NOW, THEREFORE, be it agreed:
1. The Developer will provide performance security to the County Commissioners in the sum of \$177,180.90 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the minimum performance security shall be twenty percent (20%) of the total cost of the Improvements.

- 2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
- 3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
- The condition of the Performance Obligation shall be that whenever the Developer shall be 4. declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
- 5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.
- 6. The Developer will provide maintenance security to the County Commissioners in the sum of \$35,474.05 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

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

B. To the County Engineer:

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

C. To the Developer:

td ·	
evard, Suite 100	
_ 3131	

	D. To the Surety:		
	RLI Insurance Company		
٠	525 W Van Buren, Suite 350		
	Chicago, 1L 60607		
	Ph. (312) 1075 - 4134		
	All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. All parties are obligated to give notice of any change of address.		
14.	The security to be provided herein shall be by:		
:	Certified check or cashier's check (attached) (CHECK #)		
	Original Letter of Credit (attached) (LETTER OF CREDIT #)		
	Original Escrow Letter (attached)		
	X Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).		
	Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).		
15.	The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.		
16.	In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30 days after notification of default, then amounts due shall bear interest at eight per ce (8%) per annum.		

- This Agreement shall not be assignable or transferrable by the Developer or Surety to any 17. 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.
- This Agreement shall be construed under the laws of the State of Ohio. The Developer and 18. 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.

GRAND COMMUNITIES, LTD.

a Kentucky limited partnership DEVELOPER: By: Fischer Development Company a Kentucky corporation

Its: General Partner

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

RLI Insurance Company SURETY:

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

PRINTED NAME: Susan A. Yeazell

TITLE: Attorney-in-Fact

DATE: December 5, 2017

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1995, dated 12/14/17.

> WARREN COUNTY BOARD OF COUNTY COMMISSIONERS SIGNATURE: PRINTED NAME: TITLE: President DATE: _

RECOMMENDED BY:

COUNTY ENGINEER

. APPROVED AS TO FORM

COUNTY PROSECUTOR

Key:

Name of Developer 1.

- Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other 2. 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)
- Name of subdivision with section number and phase number where applicable 3.
- Name of Township 4.

PERFORMANCE BOND

KNOW ALL MEN BY, THESE PRESENTS that, Grand Communities, Ltd., 3940 Olympic Blvd, Suite 100, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred Seventy-Seven Thousand One Hundred Eighty and 90/100 Dollars (\$177,180.90) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for Streets & Appurtenances Including Sidewalks in Lakeside at Shaker Run Subdivision, Section One in Turtlecreek Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets & Appurtenances Including Sidewalks in Lakeside at Shaker Run Subdivision, Section One in Turtlecreek Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of One Hundred Seventy-Seven Thousand One Hundred Eighty and 90/100 Dollars (\$177,180.90) and no more.

Signed, sealed and dated this 5th

day of

December , 2017

Principal: Grand Communities, Ltd.

a Kentucky limited partnership

By: Fischer Development Company

a Kentucky corporation Its: General Partner

President M. Larry Spragut, General counsel

RLI Insurance Company

Susan A. Yeazell, Attorney-in-Fact



RLI Surety 9025 N. Lindbergh Dr. | Peoria, IL 61615 Phone: (800)645-2402 | Fax: (309)689-2036 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to tapproving officer if desired.	he bond which it authorizes executed, but may be detached by the
That RLI Insurance Company, an Illinois corporation, does hereby make Dan E. Ries, Susan A. Yeazell, Unique Kizer, jointly or severally	e, constitute and appoint:
in the City of <u>Cincinnati</u> , State of <u>Ohio</u> power and authority hereby conferred, to sign, execute, acknowledge arbond. Any and all bonds provided the bond penalty does not exceed Twenty I	
The acknowledgment and execution of such bond by the said Attorney in E executed and acknowledged by the regularly elected officers of this Compa	Fact shall be as binding upon this Company as if such bond had been any.
The RLI Insurance Company further certifies that the following is a true of RLI Insurance Company, and now in force to-wit:	and exact copy of the Resolution adopted by the Board of Directors
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, Treasure of Directors may authorize. The President, any Vice President, Secretary in Fact or Agents who shall have authority to issue bonds, policies and is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by fact	arer, or any Vice President, or by such other officers as the Board retary, any Assistant Secretary, or the Treasurer may appoint icies or undertakings in the name of the Company. The corporate powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company has caused th corporate seal affixed this17th day ofAugust,2016	ese presents to be executed by its <u>Vice President</u> with its
State of Illinois SS	By: Barton W. Davis Vice President
County of Peoria	
	CERTIFICATE
On this 17th day of August , 2016 , before me, a Notary Public, personally appeared Barton W. Davis , who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this
By: Jacquekine M. Bockler Notary Public	RLI Insurance Company

3423589020212

"OFFICIAL SEAL"
PUBLIC JACQUELINE M, BOCKLER
ULLINOIS COMMISSION EXPIRES 01/14/18

Vice President

Resolution

Number 17-1996

Adopted Date December 14, 2017

APPROVE VARIOUS RECORD PLATS

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

- Lakeside at Shaker Run Section One Turtlecreek Township
- Beacon Hill Phase Fifteen Deerfield Township

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

Mr. Young - absent

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

Plat File **RPC**

Resolution

Number 17-1997

Adopted Date

December 14, 2017

APPROVE APPROPRIATION DECREASE IN COMMUNITY DEVELOPMENT FUND #265

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #265 for funds that were anticipated, but not received in calendar year 2017; and

WHEREAS, the appropriation for Fund #265 must be reduced in the amount below; and

BE IT RESOLVED, it is necessary to approve the following appropriation decrease:

\$50,000.00 f

from #265-3420-317

(Capital Purchases under \$10,000)

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

Mr. Young – absent

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

/sm

cc:

Auditor 2/2 Appropriation Decrease file

OGA (file)

Resolution

Number 17-1998

Adopted Date _ December 14, 2017

APPROVE APPROPRIATION DECREASES WITHIN AIRPORT CONSTRUCTION PROJECT FUND #479

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within the Airport Construction Project fund #479:

\$ 8,036.40

from

#479-3850-300

(Capital Outlay)

\$46,109.28

from

#479-3850-336

(Rehab & Maintenance)

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

Mr. Young – absent

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy

Tz/

cc:

Auditor **Y**

Appropriation Decrease file

OMB (file)

Resolution

Number 17-1999

Adopted Date December 14, 2017

APPROVE APPROPRIATION DECREASES WITHIN WATER PROJECT FUND 583 AND **SEWER PROJECT FUND 575**

WHEREAS, the Water and Sewer Department has been approved for appropriations in Water Project Fund 583 and Sewer Project Fund 575 in the 2017 budget process; and

WHEREAS, due to change orders and projects delayed until 2018, the appropriations will not be necessary for the 2017 calendar year; and

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

#575-xxxx-3300-317 (Capital Purchases under \$10,000) 2,204.00 from \$

#575-xxxx-3300-320 (Capital Purchases \$10,000 and over) 53,475.43 from

#583-xxxx-3200-320 (Capital Purchases \$10,000 and over) \$1,055,608.42 from

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

Mr. Young – absent

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

imb

cc:

Auditor V Appropriation Decrease file

Water/Sewer (file)

Resolution

Number_17-2000

Adopted Date __December 14, 2017

APPROVE APPROPRIATION DECREASES WITHIN WARREN COUNTY SHERIFF'S OFFICE FUND #630

WHEREAS, the Auditor's Office is completing an Amended Certificate of Receipts for Fund #630 for funds that were anticipated, but not received in calendar year 2017; and

WHEREAS, the appropriation for Fund #630 must be reduced in the amount below; and

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

	(Holiday)
from #630-2251-830	(III - II - II - Comm)
11011 11030 2231 030	(Worker's Comp)
from #630-2252-114	(Overtime)
from #630-2252-811	(PERS)
from #630-2252-871	(Medicare)
from #630-2262-102	(Regular Salaries)
from #630-2262-114	(Overtime)
from #630-2262-820	(Health Insurance)
from #630-2262-830	(Worker's Comp)
from #630-2252-114 from #630-2252-811 from #630-2252-871 from #630-2262-102 from #630-2262-114 from #630-2262-820	(Overtime) (PERS) (Medicare) (Regular Salario (Overtime) (Health Insuran

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

Mr. Young – absent

Mr. Grossmann - yea Mrs. Jones - yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor \ Appropriation Decrease file Sheriff's Office (file) **OMB**

Resolution

Number 17-2001

Adopted Date _ December 14, 2017

APPROVE APPROPRIATION DECREASE WITHIN GASOLINE ROTARY FUND #650

WHEREAS, the Gasoline Rotary will be receiving less revenue than originally anticipated, an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decrease within Fund #650:

#650-1600-220 (Operating Supplies, General) \$85,000.00 from

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

Mr. Young – absent Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cc:

Auditor `

Appropriation Decrease file Facilities Management (file)

Resolution

Number 17-2002

Adopted Date December 14, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COUNTY COURT FUND #101-1280

BE IT RESOLVED, to approve the following appropriation adjustments:

\$300.00	from into	#101-1280-850 #101-1280-910	(Training-Education) (Other Expense)
\$140.00	from into	#101-1280-400 #101-1280-910	(Purchased Services) (Other Expense)
\$44.18	from into	#101-1280-940 #101-1280-910	(Travel) (Other Expense)

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

Mr. Young - absent Mr. Grossmann – yea

Mrs. Jones - yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cc:

Auditor \ Appropriation Adjustment file County Court (file)

Resolution

Number_ 17-2003

Adopted Date _December 14, 2017

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,200.00

from

#101-1301-151

(Poll Workers)

into

#101-1300-421

(Rent/Lease)

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

Mr. Young – absent

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

cc:

Auditor '

Appropriation Adj. file Board of Elections (file)

Resolution

Number 17-2004

Adopted Date December 14, 2017

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,650.00

from #101

#101-2100-220

(Coroner – Operating Supplies)

into

#101-2100-400

(Coroner – Purchased)

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

Mr. Young – absent

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cc:

Auditor

Appropriation Adjustment file

Coroner (file)

Resolution

Number 17-2005

Adopted Date December 14, 2017

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

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

\$3,000.00

from

#298-5000-910

(Other)

into

#298-5000-912

(Admin Costs)

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

Mr. Young - absent

Mr. Grossmann - yea

Mrs. Jones – yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

/vsp

cc:

Auditor 🗸

Appropriation Adj. file

OGA (file)

Resolution

Number 17-2006

Adopted Date December 14, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS DEPARTMENT FUNDS #492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 8,450.00

from

#492-3823-320

(Pub Safety-Capital Purchases 10,000 & over)

into #492-3823-317

(Pub Safety - Capital Purchases under 10,000)

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

Mr. Young - absent

Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

cc:

Auditor VT
Telecom (file)

Resolution

Number 17-2007

Adopted Date

December 14, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN WATER REVENUE FUND #510

WHEREAS, appropriation adjustment is necessary in order to process payout a portion of the sick and vacation hours accumulated for former Water and Sewer employee Greg Kuenle; and

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

\$ 200.00

from

#510-3209-3209-400

(Purchased Services)

into

#510-3200-3200-882

(Vacation Payout)

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

Mr. Young – absent

Mr. Grossmann - yea

Mrs. Jones - yea

Resolution adopted this 14th day of December 2017.

BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

jmb

cc:

Auditor Y Appropriation Adj. file Water/Sewer (file)

Resolution

Number_17-2008

Adopted Date December 14, 2017

ACCEPT THE BINDER OF COVERAGE FROM ARCH INSURANCE FOR STOP LOSS COVERAGE RELATIVE TO THE WARREN COUNTY SELF-INSURED WORKERS' COMPENSATION PROGRAM EFFECTIVE JANUARY 1, 2018

WHEREAS, effective January 1, 2018, it is the desire of the Board to maintain stop loss coverage with Arch Insurance for the self-insured workers' compensation program; and

WHEREAS, such binder indicates a retention limit of \$750,000 per accident with basis of premium for such coverage at .1401 per \$100 of payroll; and

NOW THEREFORE BE IT RESOLVED, to accept the binder of coverage from Arch Insurance effective January 1, 2018, as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of December 2017.

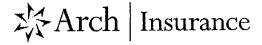
BOARD OF COUNTY COMMISSIONERS

Laura Lander, Deputy Clerk

HR/

cc:

c/a – Arch Insurance Adam Balls, Ballator Benefits file T Whitaker, OMB



Arch Insurance Group Harborside 3 210 Hudson Street, Sulte 300

210 Hudson Street, Sulte Jersey City, NJ 07311

T: 201.743.4000 F: 201.743.4005 archinsurance.com

World Risk Management 20 North Orange Avenue, Suite 500 Orlando, FL 32801 December 7, 2017

Attention: Adam Balls

RE:

Warren County Commissioners

We would like to confirm our quote for the above account, which has been bound as follows:

TYPE OF INSURANCE:

Excess Workers Compensation and Employers Liability

STATE(S) OF COVERAGE: Ohio

EFFECTIVE DATE:

January 1, 2018

POLICY NUMBER:

WCX 0059344 02

INSURANCE CARRIER:

Arch Insurance Company

POLICY PERIOD:

January 1, 2018 to January 1, 2019

YOUR RETAINED LIMIT:

Part One - Excess Workers Compensation Insurance and Part Two -

Excess Employers Liability Insurance Combined:

Your Retained Limit - Each Accident:

\$750,000

Your Retained Limit - Disease, Each Employee:

\$750,000

OUR LIMIT OF LIABILITY: A. Part One - Excess Workers Compensation Insurance

Our Limit of Liability - Each Accident:

Statutory Statutory

Our Limit of Liability - Disease, Each Employee:

B. Part Two - Excess Employers Liability Insurance

Our Limit of Liability - Each Accident:

\$1,000,000

Our Limit of Liability - Disease, Each Employee:

\$1,000,000 \$1,000,000

Our Limits of Liability - Aggregate:

POLICY PREMIUM:

\$87,665 - Minimum and Deposit

TERRORISM PREMIUM:

\$2,630*

BASIS OF PREMIUM:

.1401 per \$100 of Payroll based on \$62,573,252

MINIMUM PREMIUM

FOR PERIOD:

\$78,899

COMMISSION:

Nil

ENDORSEMENTS:

To be included at time of issuance: See attached Exhibit

REMARKS:

Please advise if the Insured's name differs from that above.

* This premium is included in, not in addition to, the POLICY PREMIUM.

Very truly yours,

Jason Golub

Warren County Commissioners Exhibit #1

Endorsements forming part of the Policy at policy issuance:

Endorsement No.	Endorsement Title
00 GL0386 00 (01 08)	Losses Redefined to Include Allocated Loss Adjustment Expenses Endorsement
00 GL0398 36 (01 08)	Ohio Intentional Acts Exclusion Deletion Endorsement
00 GL0253 00 (01 15)	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
00 GL0403 36 (05 09)	Ohio Amendatory Endorsement



Arch Insurance Group Harborside 3 210 Hudson Street, Suite 300 Jersey City, NJ 07311

T: 201.743.4000 F: 201.743.4005

archinsurance.com

December 7, 2017

Mr. David Boyd, Supervisor Bureau of Workers' Compensation Self Insurance Department 30 West Spring Street, 26th Floor Columbus, OH 43215-2256

Re:

Warren County Commissioners

Policy Number: WCX 0059344 02

Dear Sir/Madam:

Enclosed please find our Certificate of Insurance for the above captioned account, which has been bound by Arch Insurance Company, effective January 1, 2018. I trust this will suffice the state's requirements.

Sincerely,

Bucky M. Nevils Jr. **Underwriting Assistant**

BNevils@Archinsurance.com

Bodyme Suf-

Direct: (201) 743-4031

Encl.

cc: Adam Balls - World Risk Management

ARCH INSURANCE COMPANY

ONE LIBERTY PLAZA, 53RD FLOOR NEW YORK, NEW YORK 10006

CERTIFICATE OF EXCESS INSURANCE FOR SELF-INSURER OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY

TO:

Mr. David Boyd, Supervisor Bureau of Workers' Compensation Self Insurance Department 30 West Spring Street, 26th Floor Columbus, Ohio 43215-2256

THIS IS TO CERTIFY THAT AN EXCESS INSURANCE POLICY HAS BEEN ISSUED AS DESCRIBED BELOW AND IS NOW IN EFFECT:

NAME OF INSURED:

Warren County Commissioners

ADDRESS:

406 Justice Drive Lebanon, OH 45036

INSURANCE CARRIER: ARCH INSURANCE COMPANY

POLICY NUMBER:

WCX 0059344 02

EFFECTIVE: January 1, 2018

EXPIRES: January 1, 2019

CANCELLATION NOTICE: 30 Days

KIND OF POLICY:

Excess Insurance for Self-Insurer of Workers Compensation and

Employers Liability

RETENTION:

Part One - Excess Workers Compensation Insurance and Part Two - Excess

Employers Liability Insurance Combined:

Your Retained Limit - Each Accident:

\$750,000

Your Retained Limit - Disease, Each Employee: \$750,000

LIMITS OF INDEMNITY:

A. Part One - Excess Workers Compensation Insurance:

Our Limit of Liability - Each Accident:

Statutory

Our Limit of Liability - Disease, Each Employee: Statutory

B. Part Two - Excess Employers Liability Insurance:

Our Limit of Liability - Each Accident:

\$1,000,000

Our Limit of Liability - Disease, Each Employee

\$1,000,000

Our Limit of Liability - Aggregate:

\$1,000,000

SELF-INSURERS OPERATIONS: Municipality

STATE(S) OF SELF-INSURER'S OPERATIONS: Ohio

ARCH INSURANCE COMPANY WILL GIVE WRITTEN NOTICE IN THE EVENT OF CANCELLATION OF THIS POLICY TO THE PARTY TO WHOM THIS CERTIFICATE IS ADDRESSED.

Jason Golub

AUTHORIZED REPRESENTATIVE
DECEMBER 7, 2017

DATED