

# Resolution

Number 18-1812

Adopted Date November 27, 2018

APPROVE THE PROMOTION OF SHAWN MARTIN TO THE POSITION OF WATER TREATMENT PLANT OPERATOR I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Martin has obtained his Class I Water Supply I license; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Shawn Martin, to the position of Water Treatment Plant Operator I of Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 15, at \$18.00 per hour, subject to a 180-day probationary period, effective pay period beginning November 24, 2018.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
Shawn Martin's Personnel file  
OMB-Sue Spencer

# Resolution

Number 18-1813

Adopted Date November 27, 2018

ACCEPT RESIGNATION OF ETTAMARIE VALDEZ, ALTERNATIVE RESPONSE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE DECEMBER 5, 2018

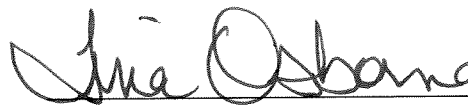
BE IT RESOLVED, to accept the resignation of Ettamarie Valdez, Alternative Response Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective December 5, 2018.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
E. Valdez's Personnel file  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 18-1814

Adopted Date November 27, 2018

AUTHORIZE THE POSTING OF THE "ALTERNATIVE RESPONSE CASEWORKER I OR II" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for an "Alternative Response Caseworker I or II" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Alternative Response Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning November 28, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

# Resolution

Number 18-1815

Adopted Date November 27, 2018

## DECLARING OFFICIAL INTENT WITH RESPECT TO THE REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES TO BE MADE FROM SUBSEQUENT BORROWINGS

WHEREAS, Treasury Regulation §1.150-2 (the "Reimbursement Regulations"), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the "Code") prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under Section 150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, the County of Warren, Ohio (the "Issuer") wishes to ensure compliance with the Reimbursement Regulations;

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

**SECTION 1. Definitions.** The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to reimburse the Issuer for such payments. "To allocate" means to make such an allocation.

"Capital Expenditure" means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

"Declaration of Official Intent" means a written declaration that the Issuer intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be

reimbursed from the proceeds of such an issue.

“Issuer” means either a governmental unit that is reasonably expected to issue Obligations, or any governmental entity or 501(c)(3) organization that is reasonably expected to borrow funds from the actual issuer of the Obligations.

“Reimbursement” means the restoration to the Issuer of money temporarily advanced from other funds, including moneys borrowed from other sources, of the Issuer to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. “To reimburse” means to make such a restoration.

“Reimbursement Bonds” means Obligations that are issued to reimburse the Issuer for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the Issuer.

“Reimbursement Regulations” means Treasury Regulation §150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the Issuer for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as “spent” for purposes of Sections 103 and 141 to 150 of the Code.

**SECTION 2. Declaration of Official Intent.**

(a) The Issuer declares that it reasonably expects that the Capital Expenditures described in Section (b), which were paid no earlier than sixty (60) days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the Issuer in the maximum principal amount, for such Reimbursements of \$50,000,000; and

(b) the Capital Expenditures to be reimbursed are to be used for the improvement related to the New Warren County Jail;

**SECTION 3. Reasonable Expectations.** The Issuer does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer or any other entity, with respect to the Capital Expenditures for the purposes described in Section 2(b).

**SECTION 4. Open Meeting.** It is found and determined that all formal actions of this Board of County Commissioners of the Issuer concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners of the Issuer; and that all deliberations of this Board of County Commissioners of the Issuer and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

RESOLUTION #18-1815

NOVEMBER 27, 2018

PAGE 3

The undersigned has been authorized by the Board of County Commissioners of the Issuer to sign this resolution on behalf of the Board of County Commissioners of the Issuer.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script that reads "Tina Osborne". The signature is written in black ink and is positioned above a horizontal line.

Tina Osborne, Clerk

/tao

cc: Auditor (Certified)  
Project file  
Tiffany Zindel

RESOLUTION #18-1815  
NOVEMBER 27, 2018  
PAGE 4

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners of the County of Warren, Ohio, on the 27<sup>th</sup> day of November 2018



Clerk of said Board

CERTIFICATE AND RECEIPT

The undersigned hereby acknowledges certification by the receipt of a certified copy of a resolution adopted on the 27<sup>th</sup> day of November, 2018.



County Auditor

# Resolution

Number 18-1816

Adopted Date November 27, 2018

TRANSFER VEHICLE AND EQUIPMENT NO LONGER BEING UTILIZED BY THE WARREN COUNTY SHERIFF'S OFFICE TO THE VILLAGE OF HARVEYSBURG POLICE DEPARTMENT

WHEREAS, the Warren County Sheriff's Office has determined they no longer need the 2013 Chevy Tahoe to include the Havis K-9 Kennel and Hot-N-Pop System currently in their inventory; and

WHEREAS, the Village of Harveysburg Police Department, has indicated that they have a need and could use said listed vehicle and equipment; and

NOW THEREFORE BE IT RESOLVED, to transfer the following listed vehicle and equipment to the Village of Harveysburg, PO Box 189, Harveysburg, Ohio 45032:

- 2013 Chevy Tahoe VIN#1GNLC2E00DR231059
- Havis K-9 Kennel
- Hot-N-Pop System

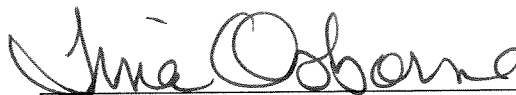
BE IT FURTHER RESOLVED, that such time the Village of Harveysburg no longer needs said vehicle and equipment, it shall be returned to Warren County.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)  
Auditor's Office- B. Quillen  
Tina Osborne



# Resolution

Number 18-1817

Adopted Date November 27, 2018

APPROVE AND ENTER INTO A PURCHASE AND SERVICE AGREEMENT WITH POLICE DOG SERVICES, LLC FOR THE PURCHASE OF TWO (2) CANINES AND TRAINING FOR THE HANDLERS FOR THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the Board of Commissioners to execute an agreement with the Police Dog Services, LLC for the purchase of two(2) canines and training for the handlers for the Warren County Sheriff's; said agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Police Dog Services, LLC  
Sheriff (file)

# Resolution

Number 18-1818

Adopted Date November 27, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE REPLACEMENT OF THE SALLY PORT DRY SYSTEM AIR COMPRESSOR

WHEREAS, on November 16, 2018 it was brought to the attention of Facilities Management that the dry system air compressor in the sally port at the Warren County Jail was not working; and

WHEREAS, the dry system air compressor is necessary for fire protection at the Warren County Jail; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate replacement of the dry system air compressor; and


BE IT FURTHER RESOLVED, to approve purchase order #25639 to FES Fire & Security LLC in the amount of \$2,000.00 for said replacement.


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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Facilities Management (file)  
OMB

# Resolution

Number 18-1819

Adopted Date November 27, 2018

ENTER INTO CONTRACT WITH RACK & BALLAUER EXCAVATING CO. INC., FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENT PROJECT, PHASE 2

WHEREAS, pursuant to Res. 18-1786, adopted November 20, 2018, this Board approved a Notice of Intent to Award Bid for the Lower Springboro Road Water Improvement Project, Phase 2 to Rack & Ballauer Excavating Co. Inc., for a total bid price of \$751,630.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Rack & Ballauer Excavating Co. Inc., 11321 Paddys Run Road, Hamilton, Ohio, for a total contract price of \$751,630.00; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH

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

**SECTION 00400 - CONTRACT**

THIS AGREEMENT, made this 27 day of November, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Rack & Ballauer Excavating Co. Inc.**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**LOWER SPRINGBORO ROAD WATER IMPROVEMENT PROJECT, PHASE 2**

hereinafter called the project, for the sum of **\$751,630.00, seven hundred fifty one thousand six hundred and thirty dollars**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

**ADDENDUMS**

**VOLUME I**

**SECTION 00040 - INVITATION TO BIDDERS**

**SECTION 00100 - BID PROPOSAL**

**SECTION 00120 - EXCEPTION SHEET**

**SECTION 00130 - BIDDER IDENTIFICATION**

**SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS**

**SECTION 00220 - NONCOLLUSION AFFIDAVIT**

**SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS**

**SECTION 00260 - BID GUARANTY AND CONTRACT BOND**

**SECTION 00280 - PERFORMANCE BOND**

**SECTION 00300 - EXPERIENCE STATEMENT**

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

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

**SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT**

**SECTION 00400 - CONTRACT**

**SECTION 00500 - WAGE RATE DETERMINATION**

**SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

**SECTION 00730 - TECHNICAL SPECIFICATIONS**

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

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

Contractor also agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

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

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

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

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

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

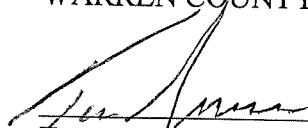
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties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

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

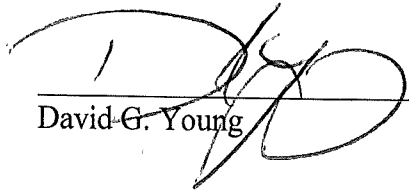
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual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

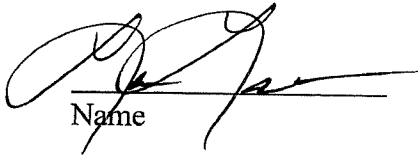
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS  
(Owner)

  
\_\_\_\_\_  
Tom Grossmann, President

ATTEST:

  
\_\_\_\_\_  
David G. Young

  
\_\_\_\_\_  
Name


\_\_\_\_\_  
Shannon Jones

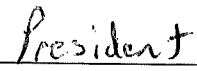
(Seal)

ATTEST:

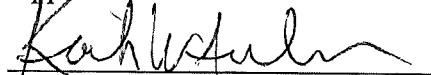
\_\_\_\_\_

RACK & BALLAUER EXCAVATING CO. INC.  
(Contractor)

By:   
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Title

Approved as to Form:

  
\_\_\_\_\_  
Assistant Prosecutor



## THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 11/15/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: In between blanket po's

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1000.00

VENDOR NAME Stubbs Conner

DESCRIPTION OF SERVICES Funeral Expenses

DATE OF OBLIGATION 10/30/18

## THEN & NOW CERTIFICATION

### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 128,351.67 DATE 10/30/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 100,214.35 DATE 11/21/18

FUND BALANCE NOW \$ 46,120,174.26

CERTIFIED BY: Matt Nolan

**MATT NOLAN, WARREN COUNTY AUDITOR**



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1821

Adopted Date November 27, 2018

## APPROVE VARIOUS REFUNDS

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

Auditor   
Refunds file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1822

Adopted Date November 27, 2018

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH SORAYA FARMS, LLC FOR SORAYA FARMS LIFESTYLE COMMUNITY, SECTION 4 SITUATED IN CLEARCREEK TOWNSHIP

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

RELEASE

Bond Number	:	17-019 (W/S)
Development	:	Soraya Farms Lifestyle Community, Section 4
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$4,335.00
Surety Company	:	First Financial Bank (820113581)

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

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

# Resolution

Number 18-1823

Adopted Date November 27, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR THE DREES COMPANY, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR LEGACY AT ELLIOTT FARMS, SECTION 1, BLOCK 'B' SITUATED IN DEERFIELD TOWNSHIP

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

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

## BOND REDUCTION

Bond Number	: 17-003 (P/S-M)
Development	: Legacy at Elliott Farm, Section 1, Block 'B'
Developer	: The Drees Company
Township	: Deerfield
Reduction Amount	: \$36,400.00
Surety Company	: Liberty Mutual Ins. Company (#014070615)

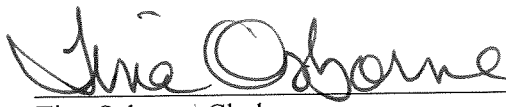
BE IT FURTHER RESOLVED: the original amount of bond was \$124,215.00 and after the above reduction, the remaining bond amount is \$87,815.00.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: The Drees Co. Attn: Matt Mains, 211 Grandview Drive, Ft. Mitchell, KY 41017  
Liberty Mutual Ins. Co. 8044 Montgomery Rd, Ste 150E Cincinnati, OH 45236  
Engineer (file)  
Bond Agreement file

# Resolution

Number 18-1824

Adopted Date November 27, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR THE DREES COMPANY, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR LEGACY AT ELLIOTT FARMS, SECTION 1, BLOCK 'C' SITUATED IN DEERFIELD TOWNSHIP

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

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

## BOND REDUCTION

Bond Number	: 17-004 (P/S-M)
Development	: Legacy at Elliott Farm, Section 1, Block 'C'
Developer	: The Drees Company
Township	: Deerfield
Reduction Amount	: \$24,388.00
Surety Company	: Liberty Mutual Ins. Company (#014070617)

BE IT FURTHER RESOLVED: the original amount of bond was \$85,520.50 and after the above reduction, the remaining bond amount is \$61,132.50.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: The Drees Co. Attn: Matt Mains, 211 Grandview Drive, Ft. Mitchell, KY 41017  
Liberty Mutual Ins. Co. 8044 Montgomery Rd, Ste 150E Cincinnati, OH 45236  
Engineer (file)  
Bond Agreement file

# Resolution

Number 18-1825

Adopted Date November 27, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR TRAILS OF SHAKER RUN HOLCINGS, LLC, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR TRAILS OF SHAKER RUN, SECTION ELEVEN SITUATED IN TURTLECREEK TOWNSHIP

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

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

## BOND REDUCTION

Bond Number	: 17-021 (P/S-M)
Development	: Trails of Shaker Run, Section Eleven
Developer	: Trails of Shaker Run Holdings, LLC
Township	: Turtlecreek
Reduction Amount	: \$21,205.26
Surety Company	: North Side Bank & Trust (LOC#758)

BE IT FURTHER RESOLVED: the original amount of bond was \$91,999.70 and after the above reduction, the remaining bond amount is \$70,794.44.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Trails of Shaker Run Holdings, LLC 5780 ST 128 Cleves, OH 45002  
North Side Bank & Trust 4125 Hamilton Ave Cincinnati, OH 45223  
Engineer (file)  
Bond Agreement file

# Resolution

Number 18-1826

Adopted Date November 27, 2018

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR STONERIDGE DEVELOPMENT, LTD FOR COMPLETION OF IMPROVEMENTS IN COUNTRY BROOK NORTH, SECTION TEN SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE

Bond Number	: 15-012 (P-M)
Development	: Country Brook North, Section Ten
Developer	: Stoneridge Development, Ltd.
Township	: Clearcreek
Amount	: \$36,048.90
Surety Company	: Cashier's Check #1181008 – Civista Bank

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Stoneridge Dev., Ltd. Attn: Robert D. Abernathy P.O. Box 757 Springboro, OH 45066  
OMB- Attn: Mariel Pesavento  
Engineer (file)  
Bond Agreement file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1827

Adopted Date November 27, 2018

APPROVE TURNING LEAF CROSSING IN COUNTRY BROOK NORTH, SECTION TEN FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Turning Leaf Crossing has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2492-T	Turning Leaf Crossing	5'-24'-5'	0.199

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Clearcreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file

---

**CLEARCREEK TOWNSHIP GOVERNMENT CENTER**

7593 Bunnell Hill Road, Springboro, Ohio 45066  
(937) 748-1267 FAX (937) 748-3252

Board of Trustees

Ed Wade  
Jason Gabbard  
Steve Muterspaw



Fiscal Officer

Russell Carolus

---

November 15, 2018

Mr. Neil Tunison

Warren County Engineer

105 Markey Road

Lebanon, Ohio 45036

**RE: Country Brook North, Section 10&11**

The Clearcreek Township Road Maintenance Department has reviewed the completed work in the above referenced subdivision and found the required work to be satisfactory. The public road facilities in the subdivision will be accepted for Clearcreek Township maintenance when the County Commissioners accept the subdivision improvements. Please note that Clearcreek Township assumes no legal obligations or responsibilities to maintain or repair any drainage systems that are not located within the rights-of-way in this plat. Drainage improvements within the lots will be solely maintained continuously by the lot owner(s) so as not to obstruct, retard or divert the flow of storm water through the water course or drainage system.

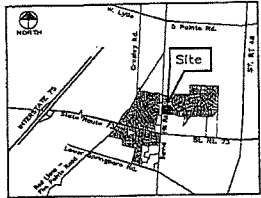
Respectfully,

*Scott Smith*

Scott Smith

Road Maintenance Superintendent





VICINITY MAP  
nts

REFERENCES:  
OWNER: STONEBRIDGE DEVELOPMENT, LTD.  
OFFICIAL RECORD 4514, PAGE 884  
SURVEY: COUNTRY BROOK NORTH, SEC. 7, VOL. 132, PAGE 48  
VOL. 132, PAGE 83  
PLAT: COUNTRY BROOK NORTH, SEC. 32, PLAT BOOK 88, PAGE 37-38

EASEMENT NOTE:  
UNLESS NOTED OTHERWISE, EASEMENTS AS FOLLOWS:  
15' WIDE DRAINAGE & PUBLIC UTILITY EASE, ALONG ALL RIGHT-OF-WAY LINES. (D. & P.U.E.)  
15' WIDE DRAINAGE EASE, ALONG ALL REAR LOT LINES  
5' WIDE DRAINAGE EASE, ALONG ALL SIDE LOT LINES

SUBDIVIDER:  
STONE BRIDGE DEVELOPMENT, LTD.  
P.O. BOX 757  
SPRINGFIELD, OHIO 45588  
PHONE: (615) 855-4383

Prepared by  
**McDougal - Marsh**  
Land Surveyors  
1000 North Main Street, Suite 100  
Springfield, Ohio 45588  
Tel: 615-855-4383  
Fax: 615-855-4380  
www.mcdougal-marsh.com

WARREN COUNTY COMMISSIONERS  
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO  
DO HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF September, 2015.  
COMMISSIONERS:  
*[Signatures]*

# Record Plan

## Country Brook North

### Section Ten

Section 32, Town 3, Range 5 M.R.s  
Clearcreek Township, Warren County, Ohio  
17.0307 Acres Lots / 2.2872 Acres R/W  
Containing 19,2979 Acres Total  
June 2015

APPROVALS AND RECORDING  
WARREN COUNTY REGIONAL PLANNING COMMISSION  
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 25th DAY OF September, 2015.  
*[Signature]*  
EXECUTIVE DIRECTOR

CLEARCREEK TOWNSHIP ZONING INSPECTOR  
I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF August, 2015.  
*[Signature]*

CLEARCREEK TOWNSHIP ZONING INSPECTOR  
I HEREBY APPROVE THIS PLAT ON THIS 25th DAY OF September, 2015.  
*[Signature]*

WARREN COUNTY ENGINEER  
I HEREBY APPROVE THIS PLAT ON THIS 25th DAY OF September, 2015.  
*[Signature]*

WARREN COUNTY SANITARY ENGINEER  
I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF September, 2015.  
*[Signature]*

WARREN COUNTY SANITARY ENGINEER  
I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF August, 2015.  
*[Signature]*

WARREN COUNTY HEALTH DISTRICT  
I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF August, 2015.  
*[Signature]*

WARREN COUNTY HEALTH COMMISSIONER  
I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF August, 2015.  
*[Signature]*

COUNTY AUDITOR  
I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF August, 2015.  
*[Signature]*

COUNTY RECORDER  
I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF August, 2015.  
*[Signature]*

DEDICATION:  
WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE DEDICATION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES AND CREWMANS AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS DEDICATION AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER UTILITY LINES OR SERVICES, STORMWATER INFRASTRUCTURE AND FOR THE EXPRESS PURPOSES OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT OR IMMEDIATELY ADJACENT THERETO THE FREE USE OF SAID EASEMENTS FOR ADJACENT STREETS AND FOR PROVIDING RIGHT-OF-WAY AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO WARREN COUNTY COMMISSIONERS, METRO, DIXIE ENERGY & S.A.B. SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

WITNESSES  
BY: *[Signature]* OWNER: STONEBRIDGE DEVELOPMENT, LTD.  
PRINTED NAME: *[Name]* ROBERT D. ABERNATHY  
AGENT

BY: *[Signature]* BY: *[Signature]*  
PRINTED NAME: *[Name]* PRINTED NAME: *[Name]*

BY: *[Signature]* BY: *[Signature]*  
PRINTED NAME: *[Name]* PRINTED NAME: *[Name]*

STATE OF OHIO, S.S.  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 11th DAY OF August, 2015 BY ROBERT D. ABERNATHY, AS Agent OF STONEBRIDGE DEVELOPMENT, LTD., AS OWNER.  
*[Signature]*  
NOTARY PUBLIC (MY COMMISSION EXPIRES: \_\_\_\_\_)

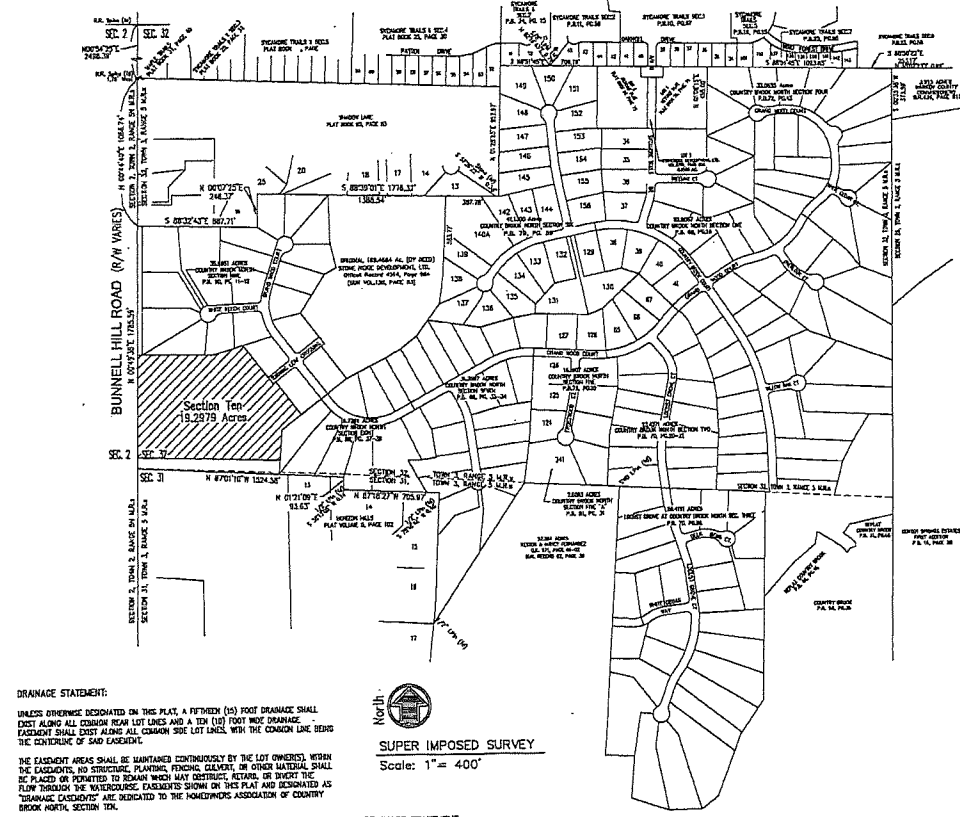


LENDER:  
*[Signature]*  
Circuit Bank Successor to the Lender  
Citizens National Bank of  
Cincinnati, Ohio  
BY: *[Signature]*  
TITLE: *[Name]*

STATE OF OHIO, S.S.  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 11th DAY OF August, 2015, BY *[Signature]* AS Owner OF Stonebridge Development, Ltd. ORGANIZATION, AS LENDER. THE Circuit Bank Successor to the Lender OF Cincinnati, Ohio ORGANIZATION, AS LENDER. THE Circuit Bank Successor to the Lender OF Cincinnati, Ohio ORGANIZATION, AS LENDER.  
*[Signature]*  
NOTARY PUBLIC (MY COMMISSION EXPIRES: \_\_\_\_\_)



100-101721-10 BY  
SHEET 1 OF 2



DRAINAGE STATEMENT:  
UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT DRAINAGE SHALL EXIST ALONG ALL FRONT REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS. WITHIN THE EASEMENT, NO STRUCTURE, PLANTING, FENCING, ERECTION, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR IMPAIR THE FLOW THROUGH THE WATERCOURSE. EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS "TERMINAL EASEMENTS" ARE REQUIRED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF COUNTRY BROOK NORTH, SECTION TEN.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSES WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND IMPROVE THE EASEMENT AREAS AND IN ACCORDANCE WITH SECTION 3603.09 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNLESS THE OPERATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BEING FROM THE RESOLVER FOR THEIR AGENTS RESERVE THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

North  
  
SUPER IMPOSED SURVEY  
Scale: 1" = 400'

DRAINAGE STATEMENT  
THE PUBLIC-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, DRAINWAYS, AND/OR STOKES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPT OF SWAP PANS AND COLLECTORS FOR PRIVATE OWNERS. WITHIN THE LOT OF AN OPEN DRAIN, A DEVELOPER, OWNER OR LOT OWNER SHALL INSTALL A STORM DRAIN ON PRIVATE PROPERTY. THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER STRUCTURES, DETENTION/RETENTION BASINS, AND SWAP BANS.

COMMON AREA LANDSCAPE ISLAND LOT NOTE:  
COMMON AREA LANDSCAPE ISLAND LOTS/PARCELS ARE NON-RESIDUAL FOR LANDSCAPING ONLY AND COVERED BY A PROFESSIONAL HIGHWAY EASEMENT DEDICATED TO THE WARREN COUNTY COMMISSIONERS. THE WARREN COUNTY COMMISSIONERS AND CLEARCREEK TOWNSHIP TRUSTEES MAY ADJUST LANDSCAPING THAT THEY HAVE DETERMINED TO CONSTITUTE A SIGNIFICANT OBSTRUCTION TO A SAFETY HAZARD AND/OR CONSTITUTE ANY ADJACENT RELATED IMPROVEMENTS WITHIN THESE LOTS/PARCELS AS THEY DETERMINE NECESSARY IN ORDER TO MAINTAIN THE PUBLIC HEALTH, SAFETY AND WELFARE.

DEED REFERENCE:  
THE WITHIN SUBDIVISION OF 19,2979 ACRES IS LOCATED IN SECTION 32, TOWN 3, RANGE 5 N.W. AND BEING PART OF ORIGINAL 100-4684 ACRES AS CONVEYED TO STONEBRIDGE DEVELOPMENT, LTD. RECORDED IN O.R. 4514, PAGE 884 OF THE DEED RECORDS OF WARREN COUNTY, OHIO.

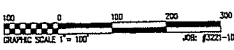
DEFINITION  
THE UNDESIGNATED ARE IDENTIFIED CERTAIN AND ADJACENTS SHALL BE SET AS SHOWN IN ACCORDANCE WITH HIGHEST STATE STANDARDS FOR BOUNDARY SURVEYS. CURVED DISTANCES ARE MEASURED ON THE ARC.  
McDougal - Marsh Land Surveyors  
BY: *[Signature]*  
THOMAS R. MARSH, P.L.S. #7333  
DATE: 8/11/15



100-101721-10 BY SHEET 1 OF 2

North

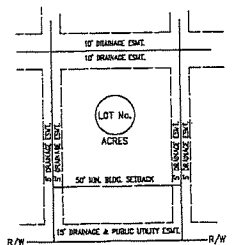
BEARINGS BASED ON THE CENTERLINE OF BUNNELL HILL ROAD (N 09°46'30"E) AS RECORDED SUR. 130-13 OF THE SURVEY RECORDS OF WARREN COUNTY, OHIO.



- Measurement Legend**
- Indicates 5/8" iron pin found (unless otherwise noted)
  - Indicates 5/8" iron pin set
  - ⊙ Indicates iron flag found
  - ▲ Indicates MAG nail found (unless otherwise noted)
  - △ Indicates MAG nail set
  - Indicates Stone found
  - ◆ Indicates Stone found
  - ◆ Indicates Rebarbed Stake found

**EASEMENT NOTE:**  
UNLESS NOTED OTHERWISE, EASEMENTS AS FOLLOWS:  
15' WIDE DRAINAGE & PUBLIC UTILITY ALONG ALL RIGHT-OF-WAY LINES.  
10' WIDE DRAINAGE ALONG ALL REAR LOT LINES  
5' WIDE DRAINAGE ALONG ALL SIDE LOT LINES

- D.E. = STORMWATER DRAINAGE EASEMENT.
- D.P.U.E. = STORMWATER DRAINAGE AND PUBLIC UTILITY EASEMENT.
- M.O.E. = MINIMUM OPENING ELEVATION



DLB 05-22-360-016 92.8114 ac

LOT NUMBER	ACRES	SECTION NUMBER
208	0.5-32-397-011	10
209	0.5-22-377-014	10
210	0.5-32-397-012	10
211	0.5-32-397-014	10
212	0.5-32-397-016	10
213	0.5-32-397-018	10
214	0.5-32-317-017	10
215	0.5-32-397-020	10
216	0.5-32-395-014	10
217	0.5-32-395-016	10
218	0.5-32-395-018	10
219	0.5-32-395-020	10
220	0.5-32-395-022	10
221	0.5-32-395-024	10
222	0.5-32-395-026	10
223	0.5-32-395-028	10
224	0.5-32-395-030	10
225	0.5-32-395-032	10
226	0.5-32-395-034	10
227	0.5-32-395-036	10
228	0.5-32-395-038	10
229	0.5-32-395-040	10
230	0.5-32-395-042	10
231	0.5-32-395-044	10
232	0.5-32-395-046	10
233	0.5-32-395-048	10
234	0.5-32-395-050	10
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262	0.5-32-395-106	10
263	0.5-32-395-108	10
264	0.5-32-395-110	10
265	0.5-32-395-112	10
266	0.5-32-395-114	10
267	0.5-32-395-116	10
268	0.5-32-395-118	10
269	0.5-32-395-120	10
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271	0.5-32-395-124	10
272	0.5-32-395-126	10
273	0.5-32-395-128	10
274	0.5-32-395-130	10
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277	0.5-32-395-136	10
278	0.5-32-395-138	10
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285	0.5-32-395-152	10
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294	0.5-32-395-170	10
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299	0.5-32-395-180	10
300	0.5-32-395-182	10
301	0.5-32-395-184	10
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320	0.5-32-395-222	10
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323	0.5-32-395-228	10
324	0.5-32-395-230	10
325	0.5-32-395-232	10
326	0.5-32-395-234	10
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328	0.5-32-395-238	10
329	0.5-32-395-240	10
330	0.5-32-395-242	10
331	0.5-32-395-244	10
332	0.5-32-395-246	10
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340	0.5-32-395-262	10
341	0.5-32-395-264	10
342	0.5-32-395-266	10
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344	0.5-32-395-270	10
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399	0.5-32-395-380	10
400	0.5-32-395-382	10
401	0.5-32-395-384	10
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405	0.5-32-395-392	10
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410	0.5-32-395-402	10
411	0.5-32-395-404	10
412	0.5-32-395-406	10
413	0.5-32-395-408	10
414	0.5-32-395-410	10
415	0.5-32-395-412	10
416	0.5-32-395-414	10
417	0.5-32-395-416	10
418	0.5-32-395-418	10
419	0.5-32-395-420	10
420	0.5-32-395-422	10
421	0.5-32-395-424	10
422	0.5-32-395-426	10
423	0.5-32-395-428	10
424	0.5-32-395-430	10
425	0.5-32-395-432	10
426	0.5-32-395-434	10
427	0.5-32-395-436	10
428	0.5-32-395-438	10
429	0.5-32-395-440	10
430	0.5-32-395-442	10
431	0.5-32-395-444	10
432	0.5-32-395-446	10
433	0.5-32-395-448	10
434	0.5-32-395-450	10
435	0.5-32-395-452	10
436	0.5-32-395-454	10
437	0.5-32-395-456	10
438	0.5-32-395-458	10
439	0.5-32-395-460	10
440	0.5-32-395-462	10
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444	0.5-32-395-470	10
445	0.5-32-395-472	10
446	0.5-32-395-474	10
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448	0.5-32-395-478	10
449	0.5-32-395-480	10
450	0.5-32-395-482	10
451	0.5-32-395-484	10
452	0.5-32-395-486	10
453	0.5-32-395-488	10
454	0.5-32-395-490	10
455	0.5-32-395-492	10
456	0.5-32-395-494	10
457	0.5-32-395-496	10
458	0.5-32-395-498	10
459	0.5-32-395-500	10
460	0.5-32-395-502	10
461	0.5-32-395-504	10
462	0.5-32-395-506	10
463	0.5-32-395-508	10
464	0.5-32-395-510	10
465	0.5-32-395-512	10
466	0.5-32-395-514	10
467	0.5-32-395-516	10
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469	0.5-32-395-520	10
470	0.5-32-395-522	10
471	0.5-32-395-524	10
472	0.5-32-395-526	10
473	0.5-32-395-528	10
474	0.5-32-395-530	10
475	0.5-32-395-532	10
476	0.5-32-395-534	10
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481	0.5-32-395-544	10
482	0.5-32-395-546	10
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485	0.5-32-395-552	10
486	0.5-32-395-554	10
487	0.5-32-395-556	10
488	0.5-32-395-558	10
489	0.5-32-395-560	10
490	0.5-32-395-562	10
491	0.5-32-395-564	10
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499	0.5-32-395-580	10
500	0.5-32-395-582	10
501	0.5-32-395-584	10
502	0.5-32-395-586	10
503	0.5-32-395-588	10
504	0.5-32-395-590	10
505	0.5-32-395-592	

# Resolution

Number 18-1828

Adopted Date November 27, 2018

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR STONERIDGE DEVELOPMENT, LTD FOR COMPLETION OF IMPROVEMENTS IN COUNTRY BROOK NORTH, SECTION ELEVEN SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE

Bond Number	: 15-013 (P-M)
Development	: Country Brook North, Section Eleven
Developer	: Stoneridge Development, Ltd.
Township	: Clearcreek
Amount	: \$37,985.54
Surety Company	: Cashier's Check #1181009 – Civista Bank

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Stoneridge Dev., Ltd. Attn: Robert D. Abernathy P.O. Box 757 Springboro, OH 45066  
OMB Attn: M. Pesavento  
Engineer (file)  
Bond Agreement file

# Resolution

Number 18-1829

Adopted Date November 27, 2018

APPROVE TURNING LEAF CROSSING IN COUNTRY BROOK NORTH, SECTION ELEVEN FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Turning Leaf Crossing has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2492-T	Turning Leaf Crossing	5'-24'-5'	0.257

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Clearcreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file

---

## CLEARCREEK TOWNSHIP GOVERNMENT CENTER

7593 Bunnell Hill Road, Springboro, Ohio 45066  
(937) 748-1267 FAX (937) 748-3252

Board of Trustees

Ed Wade  
Jason Gabbard  
Steve Muterspaw



Fiscal Officer

Russell Carolus

---

November 15, 2018

Mr. Neil Tunison

Warren County Engineer

105 Markey Road

Lebanon, Ohio 45036

**RE: Country Brook North, Section 10&11**

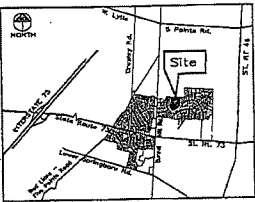
The Clearcreek Township Road Maintenance Department has reviewed the completed work in the above referenced subdivision and found the required work to be satisfactory. The public road facilities in the subdivision will be accepted for Clearcreek Township maintenance when the County Commissioners accept the subdivision improvements. Please note that Clearcreek Township assumes no legal obligations or responsibilities to maintain or repair any drainage systems that are not located within the rights-of-way in this plat. Drainage improvements within the lots will be solely maintained continuously by the lot owner(s) so as not to obstruct, retard or divert the flow of storm water through the water course or drainage system.

Respectfully,

A handwritten signature in cursive script that reads 'Scott Smith'.

Scott Smith

Road Maintenance Superintendent



REFERENCES:  
 OGD'S STONEHOUSE DEVELOPMENT, LTD.  
 OFFICIAL RECORD 4514, PAGE 884  
 SURVEY: COUNTRY BROOK NORTH, SEC. 32, VOL. 132, PAGE 48  
 VOL. 132, PAGE 83  
 PLAT: COUNTRY BROOK NORTH, SEC. EIGHT, PLAT BOOK 89, PAGE 37-38

EASEMENT NOTES  
 UNLESS NOTED OTHERWISE, EASEMENTS AS FOLLOWS:  
 15' WIDE DRAINAGE & PUBLIC UTILITY EASE, ALONG ALL RIGHT-OF-WAY LINES (D. & P.A.E.)  
 10' WIDE DRAINAGE EASE, ALONG ALL REAR LOT LINES  
 5' WIDE DRAINAGE EASE, ALONG ALL SIDE LOT LINES

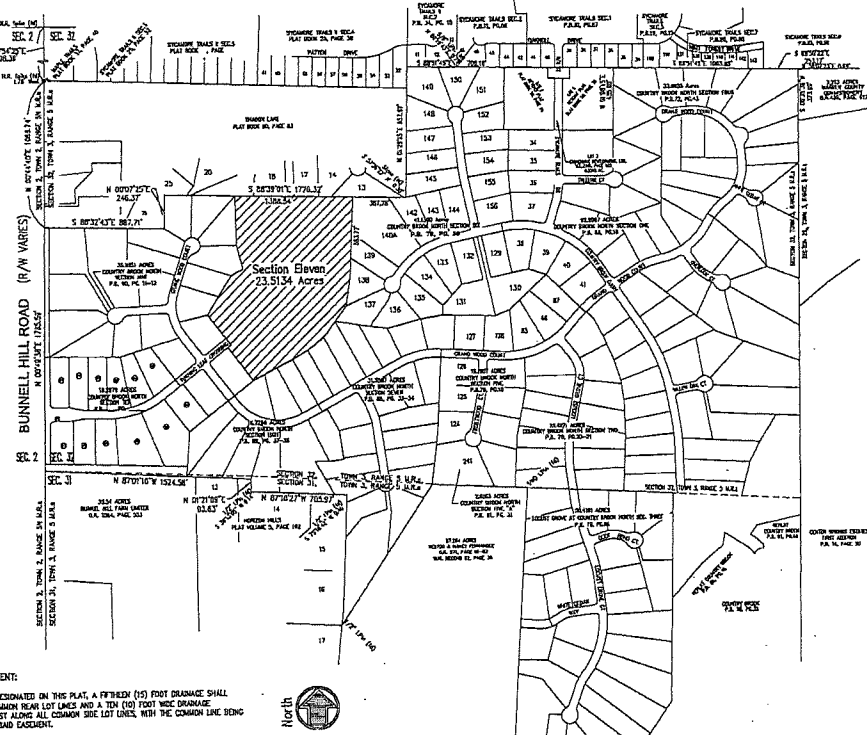
VICINITY MAP  
 nts

SUBVIDOR:  
 STONE HOUSE DEVELOPMENT, LTD.  
 P.O. BOX 753  
 SPENCER, OHIO 43086  
 PHONE (637) 885-4393

WARREN COUNTY COMMISSIONERS  
 ME, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO  
 DO HEREBY APPROVE THIS PLAT ON THIS 22nd DAY of Sept., 2015  
 COMMISSIONERS:  
*[Signatures]*

Record Plan  
**Country Brook North**  
 Section Eleven  
 Section 32, Town 3, Range 5 M.R.s  
 Clearcreek Township, Warren County, Ohio  
 21.6394 Acres Lots / 1.8740 Acres R/W  
 Containing 23.5134 Acres Total  
 JUNE 2015

Prepared by  
**McDougal - Marsh**  
 Land Surveyors  
 8033 Dryden Road, Marietta, Ohio 45750  
 Tel: 637-467-2822 - Fax: 637-467-2820  
 mcdougal-marsh@aol.com  
 www.mcdougal-marsh.com



APPROVALS AND RECORDING  
 WARREN COUNTY REGIONAL PLANNING COMMISSION  
 THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 25th DAY OF August 2015.  
 CLYDE S. LITTLE, EXECUTIVE DIRECTOR  
 CLEARCREEK TOWNSHIP ZONING INSPECTOR  
 I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF August 2015.  
 CLEARCREEK TOWNSHIP ZONING INSPECTOR  
 WARREN COUNTY ENGINEER  
 I HEREBY APPROVE THIS PLAT ON THIS 15th DAY OF September 2015.  
 WARREN COUNTY ENGINEER  
 WARREN COUNTY SANITARY ENGINEER  
 I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF September 2015.  
 WARREN COUNTY SANITARY ENGINEER  
 WARREN COUNTY HEALTH DISTRICT  
 I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF August 2015.  
 WARREN COUNTY HEALTH COMMISSIONER  
 COUNTY AUDITOR  
 ON THIS 30th DAY OF September 2015.  
 COUNTY RECORDER  
 FILE NO. 2015-029024  
 RECEIVED ON THIS 26th DAY OF September 2015 AT 12:00 P.M.  
 RECORDED ON THIS 26th DAY OF September 2015 AT 12:00 P.M.  
 RECORDED IN PLAT BOOK NO. 91 PAGE 81-82  
 FEE \$173.90  
 Es. Oden, COUNTY AUDITOR  
 Linda Ode, COUNTY RECORDER

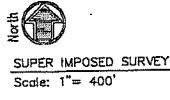
DEDICATION:  
 WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LAMES HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.  
 ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES AND SERVICES AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THE EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER UTILITY LINES OR SERVICES, STORAGE, DISPOSAL AND FIRE THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT OR IMMEDIATELY ADJACENT THERETO THE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROMOTING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS NOR MAY THE EASEMENT AREA BE PHYSICALLY ALIENED SO AS TO (1) REDUCE CLEARANCES OF OTHER OVERHEAD OR UNDERGROUND FACILITIES OR IMPAIR THE LAND SUPPORT OF SAID FACILITIES, (2) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (3) CREATE A HAZARD.  
 THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO WARREN COUNTY COMMISSIONERS, VECTOR, DUKE ENERGY & S.I.C. SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:  
 WITNESSES: [Signatures]  
 OWNER: STONEHOUSE DEVELOPMENT, LTD.  
 PRINTED NAME: Robert D. NEEDHAMBY  
 AGENT  
 BY: [Signature]  
 PRINTED NAME: Sarah Malcom  
 COUNTY AUDITOR  
 STATE OF OHIO, S.S.  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 11th day of August 2015 BY ROBERT D. NEEDHAMBY, AS Agent of STONEHOUSE DEVELOPMENT, LTD., AND SARAH MALCOM, COUNTY AUDITOR.  
 NOTARY PUBLIC (MY COMMISSION EXPIRES: )

DRAINAGE STATEMENT:  
 UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT DRAINAGE SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITHIN THE EASEMENT, NO STRUCTURE, PLANTING, FENCING, CONCRETE, OR OTHER MATERIAL, SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETAIN, OR DIVERT THE FLOW THROUGH THE WATERCOURSE. EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS "DRAINAGE EASEMENTS" ARE DEDICATED TO THE HOMEOWNER ASSOCIATION OF COUNTRY BROOK NORTH, SECTION ELEVEN.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, OTHER OR UNDERGROUND PLATTED RIGHT-OF-WAY AREA HAS BEEN PROMPTLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES. THE BOARD OF TOWNSHIP TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 3603.09 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION UNLAWFULLY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNLESS THE OPERATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE SERVICE PERIOD, THE DEVELOPER OR THEIR AGENTS RESERVE THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.



DRAINAGE STATEMENT  
 Scale: 1" = 400'  
 THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CONDUITS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF SWAMP MARKS AND CONDUITS FOR PRIVATE DOMESTIC WASTE, IN LIEU OF AN OPEN DITCH. A DEVELOPER, OWNER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY. THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO INSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE UNNECESSARILY INUNDATED, AND THE LOT OWNER(S) MUST HAVE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.  
 THE HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER STRUCTURES, COLLECTION/RETENTION BASINS, AND SWAMP DRAINS.

WARREN COUNTY COMBINED HEALTH DEPARTMENT DEED COVENANTS AND RESTRICTIONS  
 1. ALL LOTS AT COUNTRY BROOK NORTH NEED A SPECIFIC HOUSE LAYOUT APPROVED BY THE WARREN COUNTY HEALTH DEPARTMENT FOR THE MAXIMUM USE OF THE LOT FOR BILLING AREA. 300 FEET OF LEACH LINES PER BEDROOM IS REQUIRED.  
 2. NO ACCESSORY STRUCTURES REQUIRING FOOTERS OR CONCRETE FOUNDATIONS FOR ANCHORAGE WILL BE ALLOWED WITHOUT THE SPECIFIC APPROVAL OF THE WARREN COUNTY HEALTH DEPARTMENT.  
 3. THESE COVENANTS AND RESTRICTIONS WILL REMAIN IN EFFECT UNTIL SPECIFICALLY RELEASED BY THE WARREN COUNTY HEALTH DEPARTMENT.  
 COVENANTS AND RESTRICTIONS  
 THE WEEN PLAT IS SUBJECT TO COVENANTS AND RESTRICTIONS CONTAINED IN THE HOMEOWNER'S ASSOCIATION DOCUMENTS FOR COUNTRY BROOK NORTH, SECTION 11, WHICH ARE FILED WITH THE WARREN COUNTY RECORDER IN 2015-029017 DECLARATION.

DEED REFERENCE:  
 THE WITHIN SUBDIVISION OF 23.5134 ACRES IS LOCATED IN SECTION 32, TOWN 3, RANGE 5 M.R.S. AND BEING PART OF ORIGINAL 168.4694 ACRES AS CONVEYED TO STONEHOUSE DEVELOPMENT, LTD. RECORDED IN O.R. 4514, PAGE 884 OF THE DEED RECORDS OF WARREN COUNTY, OHIO.  
 CERTIFICATION  
 THE UNDERSIGNED ARE CERTIFIED CORRECT AND WORKMANSHIP SHALL BE SET AS SHOWN IN ACCORDANCE WITH MINIMUM STATE STANDARDS FOR BOUNDARY SURVEYS. CURVED DISTANCES ARE MEASURED ON THE ARC.  
 McDougal - Marsh Land Surveyors  
 BY: [Signature]  
 THOMAS K. MARSH, P.E. 047733  
 DATE: 8/11/15

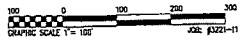


LENHOLDER  
 Cinda Bank Successor to The  
 Citizens National Bank of Sandusky, Ohio  
 BY: [Signature]  
 TITLE: Senior Vice President

STATE OF OHIO, S.S.  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 11th DAY OF August 2015 BY [Signature] AS [Signature] of STONEHOUSE DEVELOPMENT, LTD., AND SARAH MALCOM, COUNTY AUDITOR.  
 ORGANIZATION, AS LENHOLDER, The Citizens National Bank of Sandusky, Ohio  
 NOTARY PUBLIC (MY COMMISSION EXPIRES: )



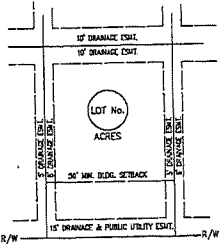
BEARINGS BASED ON THE CENTERLINE OF  
BUNNELL HILL ROAD (N 00°49'30"E) AS  
RECORDED SUR. 130-83 OF THE SURVEY  
RECORDS OF WARREN COUNTY, OHIO.



- Monument Legend**
- indicates 5/8" iron pin found (unless otherwise noted)
  - indicates 3/4" iron pin set
  - indicates Iron Pipe found
  - ▲ indicates WAC not found (unless otherwise noted)
  - △ indicates WAC not set
  - indicates Stone found
  - indicates Chain found
  - indicates Railroad Spike found

**EASEMENT NOTE:**  
UNLESS NOTED OTHERWISE, EASEMENTS AS FOLLOWS:  
15' WIDE DRAINAGE & PUBLIC UTILITY ALONG ALL RIGHT-OF-WAY LINES.  
15' WIDE DRAINAGE ALONG ALL R/W LOT LINES.  
5' WIDE DRAINAGE ALONG ALL SIDE LOT LINES.

- D.E. = STORMWATER DRAINAGE EASEMENT.
- D.P.U.E. = STORMWATER DRAINAGE AND PUBLIC UTILITY EASEMENT.
- M.O.E. = MINIMUM OPENING ELEVATION.



013 05-32-300-017 23.5135--

LOT NUMBER	SQ. FT.	ACRES
221	65-32-310-013	
222	65-32-310-014	
223	65-32-310-015	
224	65-32-310-016	
225	65-32-310-017	
226	65-32-310-018	
227	65-32-310-019	
228	65-32-310-020	
229	65-32-310-021	
230	65-32-310-022	
231	65-32-310-023	
232	65-32-310-024	
233	65-32-310-025	
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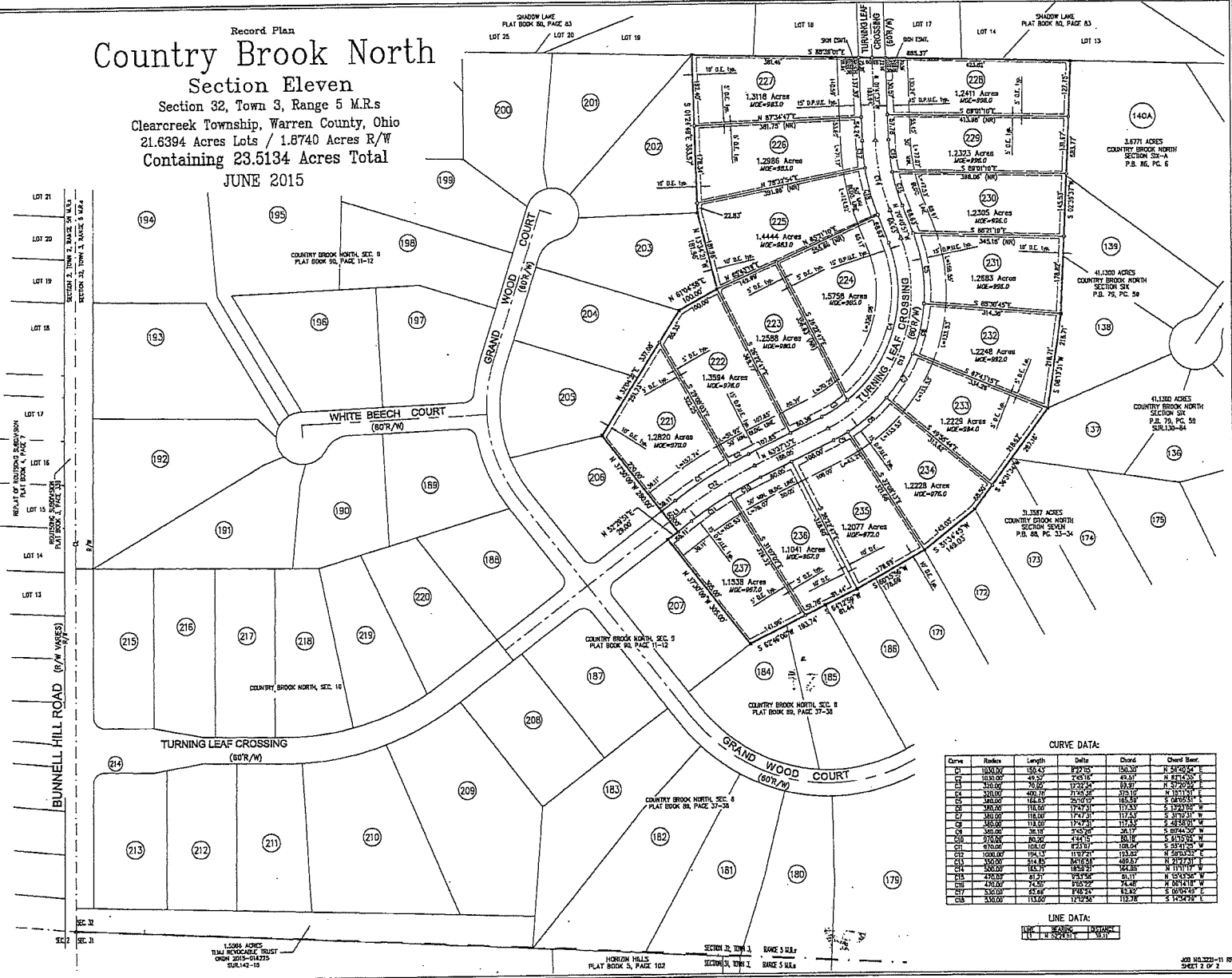
014 05-32-300-005 1.679666 in 74' No. 200-1000-005 9-20-15

**CENTERLINE DATA:**

ROAD NAME	ROAD LENGTH
TURNING LEAF CROSSING	TOTAL LENGTH = 1321.30'

- SURVEY NOTES:**
- ALL DEED, SURVEY AND PLAN RECORDS SHOWN ON THIS DRAWING WERE USED IN THE PERFORMANCE OF THIS SURVEY.
  - LIMITS OF OCCUPATION (WHERE EXISTING) IN GENERAL AGREE WITH PROPERTY LINES.
  - ALL MONUMENTATION FOUND IN GOOD CONDITION UNLESS NOTED OTHERWISE.
  - IRON PINS SET ARE 3/4" x 5/8" REBAR WITH PLASTIC CAP STAMPED "7223".
  - SURVEY PREPARED IN THE ABSENCE OF A COMPLETE AND UP TO DATE TITLE REPORT.

Record Plan  
**Country Brook North**  
Section Eleven  
Clearcreek Township, Warren County, Ohio  
21.6394 Acres Lots / 1.8740 Acres R/W  
Containing 23.5134 Acres Total  
JUNE 2015



**CURVE DATA:**

Curve	Radius	Length	Delta	Chord	Chord Bearing
C1	1000.00	100.00	36.87	100.00	N 83.13° E
C2	1000.00	100.00	36.87	100.00	N 83.13° E
C3	1000.00	100.00	36.87	100.00	N 83.13° E
C4	1000.00	100.00	36.87	100.00	N 83.13° E
C5	1000.00	100.00	36.87	100.00	N 83.13° E
C6	1000.00	100.00	36.87	100.00	N 83.13° E
C7	1000.00	100.00	36.87	100.00	N 83.13° E
C8	1000.00	100.00	36.87	100.00	N 83.13° E
C9	1000.00	100.00	36.87	100.00	N 83.13° E
C10	1000.00	100.00	36.87	100.00	N 83.13° E
C11	1000.00	100.00	36.87	100.00	N 83.13° E
C12	1000.00	100.00	36.87	100.00	N 83.13° E
C13	1000.00	100.00	36.87	100.00	N 83.13° E
C14	1000.00	100.00	36.87	100.00	N 83.13° E
C15	1000.00	100.00	36.87	100.00	N 83.13° E
C16	1000.00	100.00	36.87	100.00	N 83.13° E
C17	1000.00	100.00	36.87	100.00	N 83.13° E
C18	1000.00	100.00	36.87	100.00	N 83.13° E
C19	1000.00	100.00	36.87	100.00	N 83.13° E
C20	1000.00	100.00	36.87	100.00	N 83.13° E

**LINE DATA:**

Line	Bearing	Distance
L1	N 83.13° E	100.00
L2	S 83.13° W	100.00
L3	N 83.13° E	100.00
L4	S 83.13° W	100.00
L5	N 83.13° E	100.00
L6	S 83.13° W	100.00
L7	N 83.13° E	100.00
L8	S 83.13° W	100.00
L9	N 83.13° E	100.00
L10	S 83.13° W	100.00
L11	N 83.13° E	100.00
L12	S 83.13° W	100.00
L13	N 83.13° E	100.00
L14	S 83.13° W	100.00
L15	N 83.13° E	100.00
L16	S 83.13° W	100.00
L17	N 83.13° E	100.00
L18	S 83.13° W	100.00
L19	N 83.13° E	100.00
L20	S 83.13° W	100.00

# Resolution

Number 18-1830

Adopted Date November 27, 2018

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR ORCHARD MEADOWS, LLC FOR COMPLETION OF IMPROVEMENTS IN ORCHARD MEADOWS SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE

Bond Number	: 06-030 (P)
Development	: Orchard Meadows
Developer	: Orchard Meadows, LLC
Township	: Clearcreek
Amount	: \$51,359.36
Surety Company	: American Southern Ins. Co. (B98802016013)

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Orchard Meadows, LLC Attn: Paul Berding 1768 Happy Valley Dr. Fairfield, OH 450147-4706  
American Southern Ins. Co. 3715 Northside Parkway, Bldg 400, Ste 800 Atlanta, GA 30327  
Engineer (file)  
Bond Agreement file



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1831

Adopted Date November 27, 2018

APPROVE SPRING BLOSSOM DRIVE AND BLOSSOM DRIVE IN ORCHARD MEADOWS FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Spring Blossom Drive and Blossom Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2432-T	Spring Blossom Drive	5'-24'-5'	0.366
2433-T	Blossom Drive	5'-24'-5'	0.060

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Clearcreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file

---

## CLEARCREEK TOWNSHIP GOVERNMENT CENTER

7593 Bunnell Hill Road, Springboro, Ohio 45066  
(937) 748-1267 FAX (937) 748-3252

Board of Trustees

Ed Wade  
Jason Gabbard  
Steve Muterspaw



Fiscal Officer

Russell Carolus

---

November 15, 2018

Mr. Neil Tunison

Warren County Engineer

105 Markey Road

Lebanon, Ohio 45036

**RE: Orchard Meadows**

The Clearcreek Township Road Maintenance Department has reviewed the completed work in the above referenced subdivision and found the required work to be satisfactory. The public road facilities in the subdivision will be accepted for Clearcreek Township maintenance when the County Commissioners accept the subdivision improvements. Please note that Clearcreek Township assumes no legal obligations or responsibilities to maintain or repair any drainage systems that are not located within the rights-of-way in this plat. Drainage improvements within the lots will be solely maintained continuously by the lot owner(s) so as not to obstruct, retard or divert the flow of storm water through the water course or drainage system.

Respectfully,

A handwritten signature in cursive script that reads "Scott Smith".

Scott Smith

Road Maintenance Superintendent

**DEDICATION**

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, INCLUDING THOSE DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL, AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO CINCINNATI GAS & ELECTRIC, UNITED TELEPHONE, WARNER CABLE, WARREN COUNTY.

(OWNER) ORCHARD MEADOWS, LLC  
PAUL A. BERDING, TRUSTEE

BY: *Paul A. Berding*  
PAUL A. BERDING  
ORCHARD MEADOWS, LLC.

STATE OF OHIO  
COUNTY OF Butler

BE IT REMEMBERED THAT ON THIS 11th DAY OF September, 2006, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY PAUL BERDING, TRUSTEE WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREIN SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

*Paula Kay Coos*  
NOTARY PUBLIC

Aug 15, 2009  
MY COMMISSION EXPIRES

(MORTGAGE)  
BY: *Paul A. Berding*  
NAME: FIRST FINANCIAL BANK  
TITLE: *Mortgage*

STATE OF Ohio  
COUNTY OF Butler

BE IT REMEMBERED THAT ON THIS 11th DAY OF September, 2006, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY PAUL BERDING, TRUSTEE WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREIN SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

*Paula Kay Coos*  
NOTARY PUBLIC

10-10-09  
MY COMMISSION EXPIRES

**DRAINAGE STATEMENT**

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES, UNTIL THE EXPIRATION OF THE PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, AS APPLICABLE. THE DEVELOPER (OR THEIR AGENT) MAINTAINS THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH SWALES WITHIN ALL DRAINAGE EASEMENTS, FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE DITCHES OR CHANNELS DESIGNATED ON THIS PLAT, EXCEPT AS STIPULATED ABOVE. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER. WITHIN THE EASEMENTS NO STRUCTURE, PLANTING, FENCING, CONCRETE OR OTHER MATERIAL SHALL BE PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

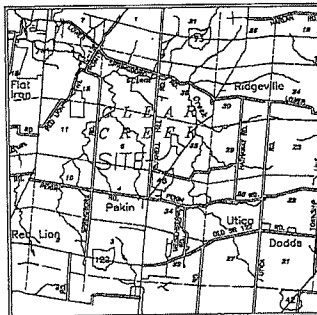
**DEED REFERENCE**

SITUATED IN SECTION 35, TOWN 4E, RANGE 4N, CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, AND BEING 29.5078 ACRES AS CONVEYED TO PAUL A. BERDING, TRUSTEE, AS RECORDED IN OFFICIAL RECORD 3916, PAGE 376, AS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR ORCHARD MEADOWS SUBDIVISION HOME OWNERS ASSOCIATION WHICH IS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO COMMENCING WITH OFFICIAL RECORD VOLUME 3916, PAGE 376, AND THE ARTICLES OF INCORPORATION AND CODE OF REGULATIONS FOR THE ASSOCIATION. SAID DECLARATION MAY BE AMENDED, SAID AMENDMENT(S) RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

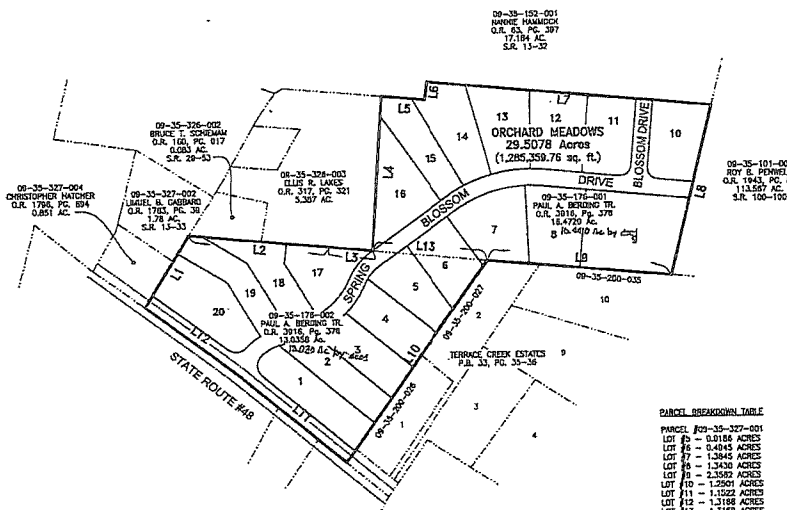
**INDEX TO PROPERTY MAP**

NUMBER	DIRECTION	DISTANCE
L1	N58°24'48"W	309.92'
L2	N05°25'20"E	515.04'
L3	N05°27'59"E	159.05'
L4	N88°47'37"W	564.95'
L5	N05°01'50"E	159.28'
L6	N82°55'48"W	65.88'
L7	N05°20'57"E	1042.98'
L8	S76°10'19"E	636.61'
L9	S05°16'49"W	674.63'
L10	S54°21'05"E	906.50'
L11	S39°44'39"W	495.48'
L12	S36°54'06"W	453.11'
L13	S05°27'59"W	424.18'



VICINITY MAP

NOT TO SCALE



PROPERTY MAP

**DEVELOPER**

PAUL A. BERDING, TRUSTEE  
ORCHARD MEADOWS, LLC  
1788 HAPPY VALLEY DR.  
FAIRFIELD, OH 45014  
513-658-1500

**ENGINEER/SURVEYOR**

BAVER-BECKER  
700 NILES ROAD  
FAIRFIELD, OHIO 45014  
PHONE (513) 829-2149  
FAX (513) 629-2427

**BENCHMARK**

O.D.I. DISC. LOCATED EAST OF THE INTERSECTION OF STATE ROUTE #48 AND FUTURE SPRING BLOSSOM DRIVE. ELEVATION=612.88

**NOTE**

THE HOME OWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SUMP MAINS.

**APPROVALS WARREN COUNTY**

**COUNTY COMMISSIONERS**

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF September, 2006.

COMMISSIONERS:  
*Paul A. Berding*

**WARREN COUNTY REGIONAL PLANNING COMMISSION**

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 11th DAY OF September, 2006.

*Paul A. Berding*  
EXECUTIVE DIRECTOR

**COUNTY ENGINEER**

I HEREBY APPROVE THIS PLAT ON THIS 12th DAY OF September, 2006.

*Neil K. Turison*  
NEIL TURISON

**CLEARCREEK TOWNSHIP ZONING INSPECTOR**

I HEREBY APPROVE THIS PLAT ON THIS 8th DAY OF September, 2006.

*Neil K. Turison*  
CLEARCREEK TOWNSHIP ZONING INSPECTOR

**COUNTY SANITARY ENGINEER**

I HEREBY APPROVE THIS PLAT ON THIS 14th DAY OF September, 2006.

*Richard Renneker*  
RICHARD RENNEKER  
COUNTY SANITARY ENGINEER

**WARREN COUNTY COMBINED HEALTH DISTRICT**

I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF September, 2006.

*Dwight A. Smith*  
DISTRICT COMMISSIONER

**COUNTY AUDITOR**

TRANSFERRED ON THIS 25 DAY OF September, 2004.

*Neil K. Turison*  
COUNTY RECORDER  
*Neil K. Turison*  
DEPUTY

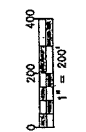
**COUNTY RECORDER**

FILE NO. 6116311  
RECORDED ON THIS 25 DAY OF September, 2006.  
RECORDED ON THIS 25 DAY OF September, 2006.  
RECORDED IN PLAT BOOK NO. 116 ON PAGE NO. 26, 121, 178

FEES 259.00  
*Paul A. Berding*  
COUNTY RECORDER  
*Neil K. Turison*  
DEPUTY

**ACREAGE TABLE**

SECTION ONE	
TOTAL ACREAGE	29.5078 ACRES
TOTAL LOTS	29.3894 ACRES
OPEN SPACE	4.4793 ACRES
TOTAL R/W	TOTAL 29.5078 ACRES



NO.	DATE	DESCRIPTION
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ORCHARD MEADOWS  
SECTION 35, TOWN 4E, RANGE 4N  
CLEARCREEK TOWNSHIP  
WARREN COUNTY, OHIO



ORIGINAL RECORDED IN P. 0-01  
O.D.

1/3

originally submitted on April 20<sup>th</sup> 2005

**NOTES:**

TOTAL CENTERLINE LENGTH FOR STATE ROUTE 48 = 928.59 L.F.  
 TOTAL CENTERLINE LENGTH FOR SPRING BLOSSOM DRIVE = 1,932.22 L.F.  
 TOTAL CENTERLINE LENGTH FOR BLOSSOM DRIVE = 315.00 L.F.  
 TOTAL RIGHT-OF-WAY TO BE DEDICATED = 4.1426 ACRES

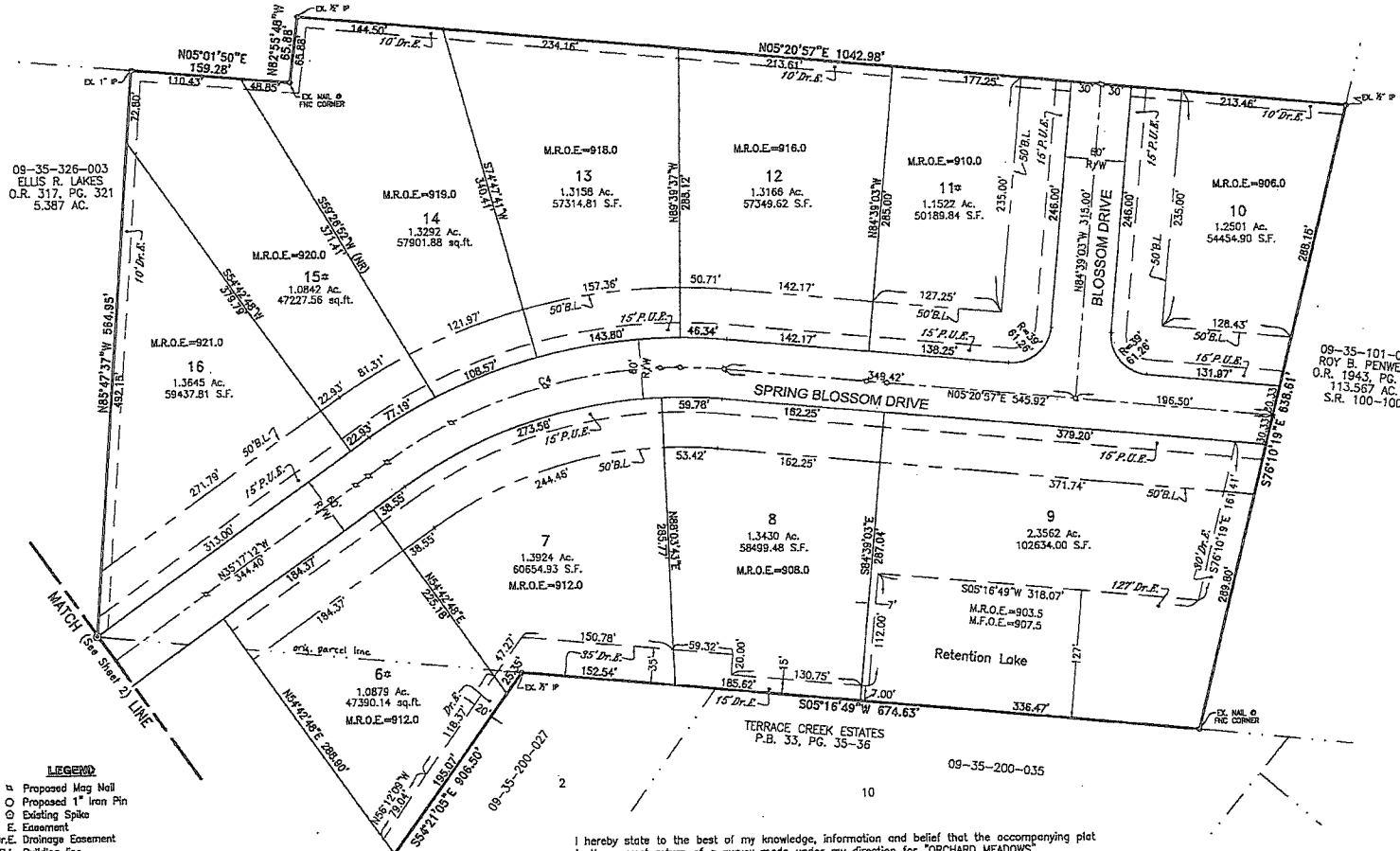
**CENTERLINE CURVE TABLE**

#	DELTA	RADIUS	TAN.	ARC	CH. DR.	DIST.
C4	140°38'09"	1500.00	1185.131	354.61	N174°58'07"W	1347.231

09-35-152-001  
 NANNIE HAMMOCK  
 O.R. 63, PG. 397  
 17.184 AC.  
 S.R. 13-32

09-35-326-003  
 ELLIS R. LAKES  
 O.R. 317, PG. 321  
 5.387 AC.

09-35-101-001  
 ROY B. PENWELL  
 O.R. 1943, PG. 88  
 113.567 AC.  
 S.R. 100-100



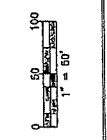
- LEGEND**
- ▣ Proposed Mag Nail
  - Proposed 1" Iron Pin
  - Existing Spike
  - E. Easement
  - Dr.E. Drainage Easement
  - B.L. Building Line
  - U.E. Utility Easement
  - U.Dr.&/B.E. Utility Drainage Landscaping & Buffering Em't
  - 100 YR.D.R.T. 100 Year Drainage Route
  - M.R.O.E. Minimum Rear Opening Elevation
  - M.F.O.E. Minimum Front Opening Elevation

I hereby state to the best of my knowledge, information and belief that the accompanying plat is the correct return of a survey made under my direction for 'ORCHARD MEADOWS'. monuments will be set and their locations and size are correct as shown on the plat and that the Warren County Subdivision Regulations have been complied with to the best of my knowledge.

Todd K. Turner P.S.  
 Registered Surveyor #7684  
 in the State of Ohio

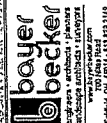


**NOTE:**  
 Lot #8, #11 & #15 are restricted to 3 bedroom homes with no permanent accessory structure or pools allowed.



Lot #	Area (Ac.)	Area (S.F.)
6	1.0879	47390.14
7	1.3924	60654.93
8	1.3430	58499.48
9	2.3562	102634.00
10	1.2501	54454.90
11	1.1522	50189.84
12	1.3166	57349.62
13	1.3158	57314.81
14	1.3292	57901.88
15	1.0842	47227.56
16	1.3645	59437.81

**ORCHARD MEADOWS**  
 SECTION 35, TOWN 4E, RANGE 4N  
 CLEARCREEK TOWNSHIP  
 WARREN COUNTY, OHIO  
 RECORD PLAT



Project No.	SP140027
Client Name	T.K.T.
Sheet No.	09-35-03



# Resolution

Number 18-1832

Adopted Date November 27, 2018

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR WALNUT MEADOWS DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN WALNUT MEADOWS SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE


Bond Number	: 13-003 (P)
Development	: Walnut Meadows
Developer	: Walnut Meadows Development, LLC
Township	: Deerfield
Amount	: \$65,284.08
Surety Company	: Park National Bank (LOC #1244210403195)

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Walnut Meadows Dev., LLC Attn: Joshua Uth 6943 Walnut Meadows Dr. Mason, OH 45040  
The Park National Bank Commercial Loan Dept. 1075 Nimitzview Dr. Cincinnati, OH 45230  
Engineer (file)  
Bond Agreement file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1833

Adopted Date November 27, 2018

APPROVE WALNUT MEADOWS DRIVE IN WALNUT MEADOWS FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Walnut Meadows Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1560-T	Walnut Meadows Drive	0'-29'-0'	0.169

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Deerfield Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file

First Reading: November 5, 2018  
Second Reading: Dispensed

RESOLUTION 2018- 57

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON WALNUT MEADOWS DR., IN THE WALNUT MEADOWS SUBDIVISION, DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Walnut Meadows subdivision and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Walnut Meadows Dr.

**WHEREAS**, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Walnut Meadows Subdivision.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Township Trustees of Deerfield Township, Ohio:

**SECTION 1.** Deerfield Township accepts for maintenance the following streets in the Walnut Meadows Subdivision: Walnut Meadows Dr.

**SECTION 2.** The speed limit on the following street in the Walnut Meadows Subdivision, Deerfield Township is hereby established at twenty-five (25) miles per hour: Walnut Meadows Dr.

**SECTION 3.** The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

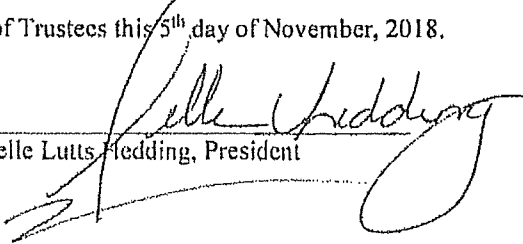
**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.



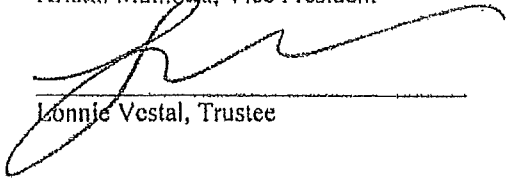
**VOTE RECORD:**

Mrs. Hedding   Y        Ms. Malhotra   Y        Mr. Vestal   Y  

**PASSED** at the Meeting of the Board of Trustees this 5<sup>th</sup> day of November, 2018.

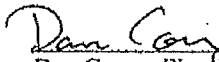
  
\_\_\_\_\_  
Lelle Lutts Hedding, President

\_\_\_\_\_  
Kristin Malhotra, Vice President

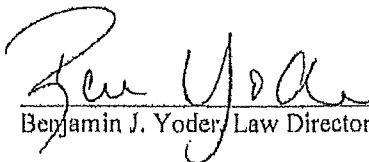
  
\_\_\_\_\_  
Lonnie Vestal, Trustee

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 5<sup>th</sup> day of November 2018.

  
\_\_\_\_\_  
Dan Corey, Fiscal Officer  
Deerfield Township, Warren County, Ohio

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Benjamin J. Yoder, Law Director

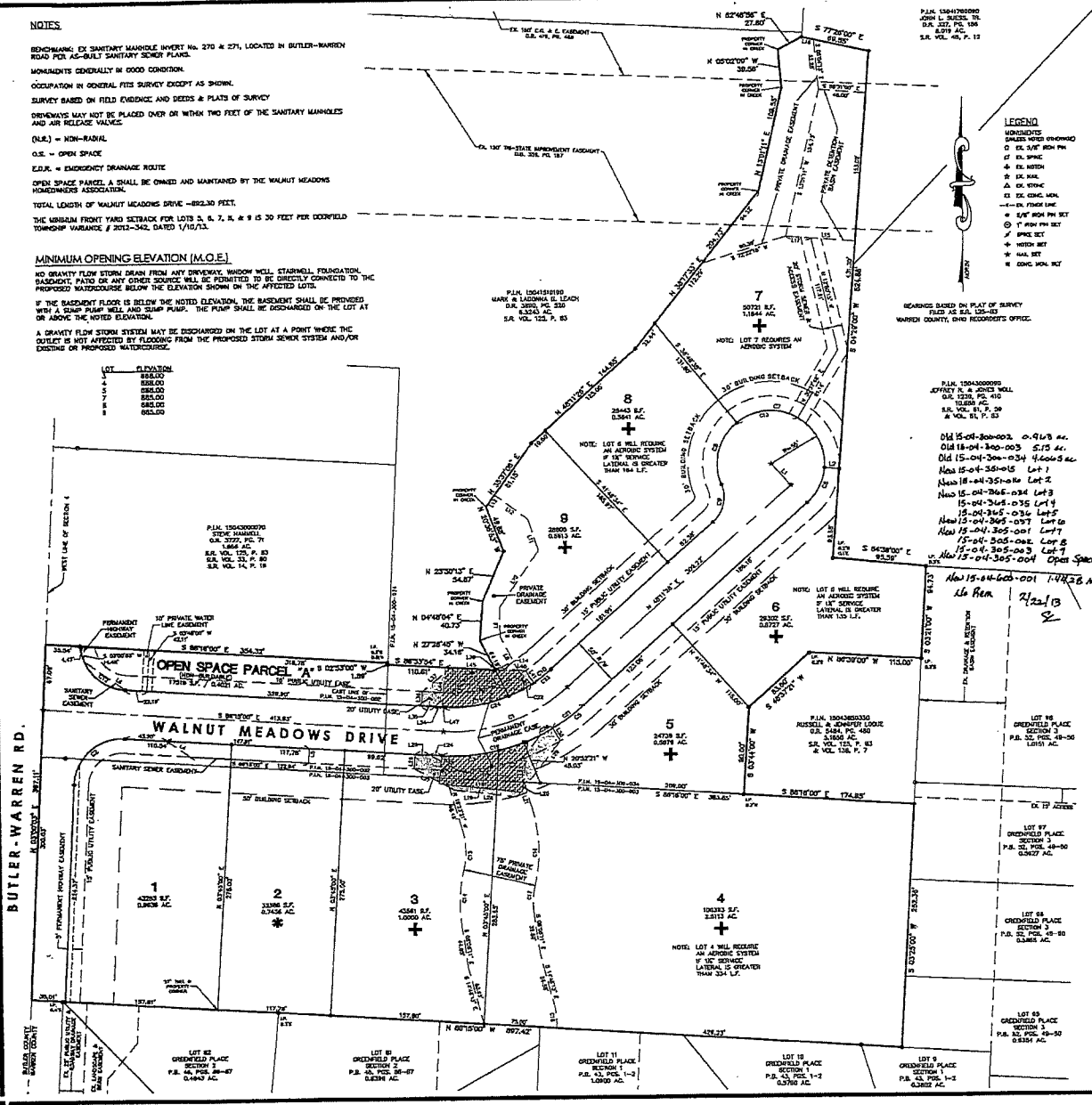


**NOTES**

REWORKING EX SANITARY MANHOLE SHEET NO. 270 & 271, LOCATED IN BUTLER-WARREN ROAD FOR AS-BUILT SANITARY SEWER PLANS.  
 MANHOLES GENERALLY IN GOOD CONDITION.  
 OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS SHOWN.  
 SURVEY BASED ON FIELD EVIDENCE AND DEEDS & PLATS OF SURVEY.  
 DRIVEWAYS MAY NOT BE PLACED OVER OR WITHIN TWO FEET OF THE SANITARY MANHOLES AND AIR RELEASE VALVES.  
 (N.E.) = NON-RADIAL  
 O.S. = OPEN SPACE  
 E.D.R. = EMERGENCY DRAINAGE ROUTE  
 OPEN SPACE PARCEL A SHALL BE OWNED AND MAINTAINED BY THE WALNUT MEADOWS HOMEOWNERS ASSOCIATION.  
 TOTAL LENGTH OF WALNUT MEADOWS DRIVE = 482.30 FEET.  
 THE UMBRUM FRONT YARD SETBACK FOR LOTS 3, 4, 7, 8, & 9 IS 30 FEET PER CORNFIELD TOWNSHIP ZONING, P. 202-242, DATED 1/12/13.

**MINIMUM OPENING ELEVATION (M.O.E.)**  
 NO SEWER FLOW STORM DRAIN FROM ANY DRIVEWAY, WINDOW WELL, STAIRWELL, FOUNDATION, BASEMENT, PATIO OR ANY OTHER SOURCE WILL BE PERMITTED TO BE DIRECTLY CONNECTED TO THE PROPOSED WASTEWATER BELOW THE ELEVATION SHOWN ON THE AFFECTED LOTS.  
 IF THE BASEMENT FLOOR IS BELOW THE NOTED ELEVATION, THE BASEMENT SHALL BE PROVIDED WITH A STAMP PUMP WELL AND STAMP PUMP. THE PUMP SHALL BE LOCATED ON THE LOT AT OR ABOVE THE NOTED ELEVATION.  
 A SEWER FLOW STORM SYSTEM MAY BE DISCHARGED ON THE LOT AT A POINT WHERE THE OUTLET IS NOT AFFECTED BY FLOODING FROM THE PROPOSED STORM SEWER SYSTEM AND/OR EXISTING OR PROPOSED WASTEWATER.

LOT	ELEVATION
1	883.00
2	883.00
3	883.00
4	883.00



**SEWER PUMP NOTES**

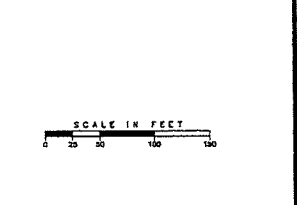
- Where grinder pumps are required, each building or property that is (or would potentially be) owned by a different owner shall have a separate well tank, grinder pump and force main/service lateral.
- Each individual grinder pump installation connected to a common force main shall be coordinated with the overall system design approved by the pump manufacturer and BOWS.
- Each building utilizing a grinder pump system shall have a gravity sewer main through the building's foundation at a location that is off-foundation connection to a future gravity sewer, unless future gravity sewer service is not possible.
- All individual grinder pump facilities and force mains serving only one (1) home or building shall be privately owned and maintained by the property owner. All common force mains serving multiple properties will be publicly owned and maintained by Butler County.
- All individual force mains and service laterals shall be 1.25-inch or 1.5-inch nominal diameter SDR 21 PVC Schedule 40 PVC (200 psi) or other approved material. Detachable magnetic marking tape shall be included in the area line one foot (1') below the line surface grade for non-metallic pipe installed within the public right-of-way and easements.
- Private force mains that connect to a public gravity sewer shall connect via a pipe fitting. No private force main connections to public manholes will be allowed.
- Private service laterals that connect to a common/public force main shall connect at the original lateral installed with the public force main. No direct force or tapping sockets will be permitted to public force mains. No new service connections to existing force mains will be permitted, only those connections included in the original design. The curb stop and stop box shall meet or exceed when the connection is made and the elevation of the curb stop shall not be changing. The top of each curb stop box shall be a concrete slab 18" x 18" x 8" thick (or 18" circular x 6" thick) with the top of the slab and top of the stop box at the same elevation. The property owner will be responsible for the private service lateral from the common force main to the curb stop.
- Each individual private force main or service lateral shall have at least two (2) independent check valves, one (1) at the pump and one (1) within 50 feet (50') of the connection to the public sewer (gravity sewer or common force main). The property owner shall maintain both check valves. Check valves and all other portions of the private force main or service lateral shall meet the pump manufacturer's requirements and recommendations.
- No individual private force main discharging directly to a gravity sewer will be permitted longer than will allow for complete turnover of the sewage in the force main of least four (4) times per day or 120 rotations/day per ODE. In maximum 8-hour treatment systems, unless on-site aerobic treatment is provided for the discharge from the property.
- On-site aerobic treatment shall be provided for the discharge from 1.44 million gallons per day (MGD) or less of the total retention time in the force main from grinder pumps to gravity sewer) will be six (6) hours or less at 150 gallons/day per ODE.
- The following requirements shall be met for on-site aerobic treatment systems utilized as part of a private grinder pump system:
  - The system shall meet the requirements of the Butler County Health Department and shall be approved by the Ohio Department of Health for off lot discharge.
  - The system shall be designed to retain solids.
  - The aerobic treatment system effluent shall discharge directly into the grinder pump wet well.
  - Placing the aerobic system and grinder pump wet well shall be 4-feet (4') from (for residential) or 6-feet (for commercial) Schedule 40 PVC with a minimum girth of 24".
- The property owner shall be responsible for operation, maintenance and future replacement of the private grinder pump system and on-site aerobic treatment system. At least minimal maintenance of each grinder pump system and on-site aerobic treatment system shall be performed by a licensed and bonded plumber/mechanic, who is certified and approved by the equipment manufacturer. Solids shall be pumped from each on-site aerobic system at least every five (5) years. Documentation of all maintenance and equipment shall be provided to BOWS, 150 High St., Hamilton, OH 45011. Failure to adequately maintain the on-site aerobic treatment system or provide the required documentation will be cause for discontinuation of sewer service by BOWS.
- The Engineer and Plumber shall evaluate the need for air release valve(s) and/or bubbling inlets on private force mains and service laterals.
- The following requirements apply to installations connected to a common force main:
  - All pumps shall be progressive cavity non-choking, non-venting grinder pumps capable of pumping 15-gpm at zero head (0') TSD, a gpm at 132 feet (132') TSD, and capable of operating at negative TSD without cavitation. The grinder pump motor shall have built-in, automatic reset overload protection. Grinder pumps shall be designed for the specific purpose of grinding and pumping domestic wastewater. Grinder pumps shall be suitable for operation under varying conditions. Grinder pumps shall be integrated with the grinder pump line and control the grinder pump system. An anti-siphon valve and check valve shall be installed with the grinder pump line and the reverse ports in contact with the sewerage. Each grinder pump system shall have a high level outlet and manual warning alarm to warn the building occupants of a high wet well level. A battery backup system is recommended. Grinder pump systems shall be C-Case Laboratory 31 Series, manufactured by Environment the Corporation or an approved equivalent replacement pumps must be the same type and meet the same operating conditions as the original pump.

**CURVE TABLE**

Curve #	RADIUS	LENGTH	CHORD BEARING	DELTA
C1	175.00'	124.17'	N79°54'37"E	049°23'24"
C2	30.00'	78.17'	N71°17'	060°42'07"
C3	200.00'	58.24'	S84°21'34"E	019°43'48"
C4	300.00'	36.41'	N72°48'57"E	007°43'04"
C5	200.00'	73.00'	S73°08'37"E	029°39'17"
C6	25.00'	41.84'	N38°58'37"E	047°44'44"
C7	25.00'	127.83'	N00°38'45"W	153°17'31"
C8	25.00'	70.98'	S42°53'37"W	072°31'42"
C9	25.00'	42.00'	N01°24'37"E	070°21'42"
C10	150.00'	31.82'	N80°25'37"E	019°43'48"
C11	150.00'	27.00'	S82°27'47"E	029°44'04"
C12	240.00'	72.00'	S49°17'47"E	049°43'07"
C13	23.00'	68.84'	S83°47'37"W	048°23'18"
C14	125.00'	34.17'	S02°38'37"W	027°30'18"
C15	25.00'	41.29'	N02°34'42"W	026°47'18"
C16	155.00'	40.59'	N01°24'37"E	029°43'07"
C17	25.00'	30.00'	N02°34'42"W	026°47'18"
C18	75.00'	24.24'	N02°34'42"W	026°47'18"
C19	200.00'	40.12'	N02°34'42"W	026°47'18"
C20	200.00'	15.00'	N41°14'37"E	004°19'01"
C21	200.00'	15.00'	N01°24'37"E	029°43'07"
C22	150.00'	24.83'	N02°34'42"E	026°47'18"
C23	100.00'	23.00'	N02°34'42"E	026°47'18"
C24	150.00'	23.44'	N73°24'37"E	026°47'18"

**LINE TABLE**

Line #	BEARING	LENGTH	Line #	BEARING	LENGTH
L1	S44°24'37"E	30.00'	L17	S08°58'37"E	47.17'
L2	S83°27'47"E	15.00'	L18	N83°27'47"E	44.72'
L3	S28°14'42"E	30.00'	L19	N08°24'37"E	72.82'
L4	N83°27'47"E	30.00'	L20	N02°34'42"E	15.00'
L5	N02°34'42"E	15.00'	L21	N02°34'42"E	15.00'
L6	N02°34'42"E	15.00'	L22	N02°34'42"E	15.00'
L7	S27°48'57"E	36.41'	L23	N02°34'42"E	15.00'
L8	S02°38'37"E	70.98'	L24	N02°34'42"E	15.00'
L9	S02°38'37"E	30.00'	L25	N02°34'42"E	15.00'
L10	N02°34'42"E	73.00'	L26	N02°34'42"E	15.00'
L11	S17°48'57"E	34.82'	L27	N02°34'42"E	15.00'
L12	N02°34'42"E	42.00'	L28	N02°34'42"E	15.00'
L13	N02°34'42"E	15.00'	L29	N02°34'42"E	15.00'
L14	N02°34'42"E	15.00'	L30	N02°34'42"E	15.00'
L15	N02°34'42"E	15.00'	L31	N02°34'42"E	15.00'
L16	N02°34'42"E	15.00'	L32	N02°34'42"E	15.00'
L17	N02°34'42"E	15.00'	L33	N02°34'42"E	15.00'
L18	N02°34'42"E	15.00'	L34	N02°34'42"E	15.00'
L19	N02°34'42"E	15.00'	L35	N02°34'42"E	15.00'
L20	N02°34'42"E	15.00'	L36	N02°34'42"E	15.00'
L21	N02°34'42"E	15.00'	L37	N02°34'42"E	15.00'
L22	N02°34'42"E	15.00'	L38	N02°34'42"E	15.00'
L23	N02°34'42"E	15.00'	L39	N02°34'42"E	15.00'
L24	N02°34'42"E	15.00'	L40	N02°34'42"E	15.00'
L25	N02°34'42"E	15.00'	L41	N02°34'42"E	15.00'
L26	N02°34'42"E	15.00'	L42	N02°34'42"E	15.00'
L27	N02°34'42"E	15.00'	L43	N02°34'42"E	15.00'
L28	N02°34'42"E	15.00'	L44	N02°34'42"E	15.00'
L29	N02°34'42"E	15.00'	L45	N02°34'42"E	15.00'
L30	N02°34'42"E	15.00'	L46	N02°34'42"E	15.00'
L31	N02°34'42"E	15.00'	L47	N02°34'42"E	15.00'
L32	N02°34'42"E	15.00'	L48	N02°34'42"E	15.00'
L33	N02°34'42"E	15.00'	L49	N02°34'42"E	15.00'
L34	N02°34'42"E	15.00'	L50	N02°34'42"E	15.00'
L35	N02°34'42"E	15.00'	L51	N02°34'42"E	15.00'
L36	N02°34'42"E	15.00'	L52	N02°34'42"E	15.00'
L37	N02°34'42"E	15.00'	L53	N02°34'42"E	15.00'
L38	N02°34'42"E	15.00'	L54	N02°34'42"E	15.00'
L39	N02°34'42"E	15.00'	L55	N02°34'42"E	15.00'
L40	N02°34'42"E	15.00'	L56	N02°34'42"E	15.00'
L41	N02°34'42"E	15.00'	L57	N02°34'42"E	15.00'
L42	N02°34'42"E	15.00'	L58	N02°34'42"E	15.00'
L43	N02°34'42"E	15.00'	L59	N02°34'42"E	15.00'
L44	N02°34'42"E	15.00'	L60	N02°34'42"E	15.00'
L45	N02°34'42"E	15.00'	L61	N02°34'42"E	15.00'
L46	N02°34'42"E	15.00'	L62	N02°34'42"E	15.00'
L47	N02°34'42"E	15.00'	L63	N02°34'42"E	15.00'
L48	N02°34'42"E	15.00'	L64	N02°34'42"E	15.00'
L49	N02°34'42"E	15.00'	L65	N02°34'42"E	15.00'
L50	N02°34'42"E	15.00'	L66	N02°34'42"E	15.00'
L51	N02°34'42"E	15.00'	L67	N02°34'42"E	15.00'
L52	N02°34'42"E	15.00'	L68	N02°34'42"E	15.00'
L53	N02°34'42"E	15.00'	L69	N02°34'42"E	15.00'
L54	N02°34'42"E	15.00'	L70	N02°34'42"E	15.00'
L55	N02°34'42"E	15.00'	L71	N02°34'42"E	15.00'
L56	N02°34'42"E	15.00'	L72	N02°34'42"E	15.00'
L57	N02°34'42"E	15.00'	L73	N02°34'42"E	15.00'
L58	N02°34'42"E	15.00'	L74	N02°34'42"E	15.00'
L59	N02°34'42"E	15.00'	L75	N02°34'42"E	15.00'
L60	N02°34'42"E	15.00'	L76	N02°34'42"E	15.00'
L61	N02°34'42"E	15.00'	L77	N02°34'42"E	15.00'
L62	N02°34'42"E	15.00'	L78	N02°34'42"E	15.00'
L63	N02°34'42"E	15.00'	L79	N02°34'42"E	15.00'
L64	N02°34'42"E	15.00'	L80	N02°34'42"E	15.00'
L65	N02°34'42"E	15.00'	L81	N02°34'42"E	15.00'
L66	N02°34'42"E	15.00'	L82	N02°34'42"E	15.00'
L67	N02°34'42"E	15.00'	L83	N02°34'42"E	15.00'
L68	N02°34'42"E	15.00'	L84	N02°34'42"E	15.00'
L69	N02°34'42"E	15.00'	L85	N02°34'42"E	15.00'
L70	N02°34'42"E	15.00'	L86	N02°34'42"E	15.00'
L71	N02°34'42"E	15.00'	L87	N02°34'42"E	15.00'
L72	N02°34'42"E	15.00'	L88	N02°34'42"E	15.00'
L73	N02°34'42"E	15.00'	L89	N02°34'42"E	15.00'
L74	N02°34'42"E	15.00'	L90	N02°34'42"E	15.00'
L75	N02°34'42"E	15.00'	L91	N02°34'42"E	15.00'
L76	N02°34'42"E	15.00'	L92	N02°34'42"E	15.00'
L77	N02°34'42"E	15.00'	L93	N02°34'42"E	15.00'
L78	N02°34'42"E	15.00'	L94	N02°34'42"E	15.00'
L79	N02°34'42"E	15.00'	L95	N02°34'42"E	15.00'
L80	N02°34'42"E	15.00'	L96	N02°34'42"E	15.00'
L81	N02°34'42"E	15.00'	L97	N02°34'42"E	15.00'
L82	N02°34'42"E	15.00'	L98	N02°34'42"E	15.00'
L83	N02°34'42"E	15.00'	L99	N02°34'42"E	15.00'
L84	N02°34'42"E	15.00'	L100	N02°34'42"E	15.00'



**WALNUT MEADOWS**  
 SECTION 4, TOWN 3E, RANGE 2N  
 DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO  
 SUBMITTAL DATE: NOVEMBER, 2012

**MSP** McGill Smith Punshon, Inc.  
 3700 Park 42 Drive • Suite 110B  
 Columbus, Ohio 43241-2017  
 Tel 614.761.0004 • Fax 614.562.7099  
 www.mcgillsmithpunshon.com  
 Engineers • Architects • Surveyors • Landscape Architects • Planners  
 Project Manager: [Name] | [Title] | [Phone] | [Fax] | [Email] | [Website]

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1834

Adopted Date November 27, 2018

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION INTO WATER FUND NO. 583

WHEREAS, it has previously been determined that all of the projects in Fund 583 are going to be financed fully or partially through water revenue funds; and

WHEREAS, a supplemental appropriation is necessary in order to process payment of current and anticipated obligations associated with said project; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from Warren County Budget Commission in the amount of \$1,100,000.00; and

BE IT FURTHER RESOLVED TO approve the following supplemental appropriation:


\$1,100,000.00            into    #583-XXXX-3200-320            (Water Contracts)

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


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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jb

cc: Auditor   
Amended Certificate file  
Supplemental Appropriation File  
Water/Sewer (File)

# Resolution

Number 18-1835

Adopted Date November 27, 2018

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the fourth quarter of their 2018 local share to their Fund #263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #101-1112 to the Child Support Enforcement Agency Fund #263:

\$57,000.00 from #101-1112-748-9000 (Commissioners Transfers - CSEA)  
into #263-2560-450-9000 (CSEA - County Share)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
CSEA (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1836

Adopted Date November 27, 2018

APPROVE A SUPPLEMENTAL APPROPRIATION INTO COUNTY COMMISSIONERS'  
FUND #101-1110

BE IT RESOLVED, to approve the following supplemental appropriation:

\$40,000 into #101-1110-910 (Other Expense)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Commissioners' file  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1837

Adopted Date November 27, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO CLERK OF COURTS 101-1260

BE IT RESOLVED, to approve the following supplemental appropriations:

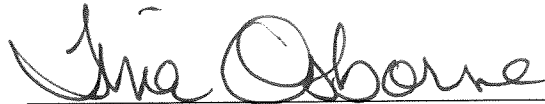
\$ 90,000	into	#101-1260-320	(Clerk of Courts– Capital Purchases)
\$ 10,000	into	#101-1260-317	(Clerk of Courts – Non Capital Purchases)
\$ 5,000	into	#101-1260-400	(Clerk of Courts – Purchased Services)

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

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


Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tao/

cc: Auditor   
Appropriation Adjustment file  
Clerk of Courts (file)  
OMB

# Resolution

Number 18-1838

Adopted Date November 27, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO BOARD OF ELECTIONS FUND #101-1300

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Board of Elections Fund #101-1300 in order to process a vacation leave payout for Juliet Couch former employee of Board of Elections:

\$ 73.00	from	#101-1110-882	(Commissioners – Vacation Leave Payout)
	into	#101-1300-882	(Board of Elections – Vac. Leave Payout)

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


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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Board of Elections (file)  
OMB



# Resolution

Number 18-1839

Adopted Date November 27, 2018

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

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Common Pleas Fund #101-1223 in order to process a vacation leave payout for Eric Dern former employee of Common Pleas Court:

\$ 6,078.00	from	#101-1110-882	(Commissioners – Vacation Leave Payout)
	into	#101-1223-882	(Common Pleas Court – Vac. Leave Payout)

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1840

Adopted Date November 27, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT FUND  
#101-1223 INTO #101-1221

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 12,000.00	from	#101-1223-102	(Regular Salaries)
	into	#101-1221-400	(Purchased Services)

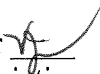
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-1841

Adopted Date November 27, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE COURT FUND #101-1240 AND JUVENILE DETENTION FUND #101-2600 AND JUVENILE COURT FUND #223

BE IT RESOLVED, to approve the following appropriation adjustments:

\$4,000.00	from #101-1240-830	(Workers Comp)
	into #101-1240-102	(Regular Salaries)
\$7,000.00	from #101-2600-820	(Health Insurance)
	into #101-2600-210	(Materials and Supplies)
\$200.00	from #223-1252-400	(Purchase services)
	into #223-1252-102	(Regular Salaries)
\$ 30.00	from #223-1252-400	(Purchase services)
	into #223-1252-811	(PERS)
\$ 3.00	from #223-1252-400	(Purchase services)
	into #223-1252-871	(Medicare)

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

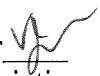
Mr. Grossmann – yea  
Mr. Young – yea  
Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1842

Adopted Date November 27, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #101-1280

BE IT RESOLVED, to approve the following appropriation adjustment:

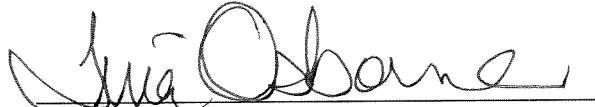
\$950.00	from	#101-1280-910	(Other Expense)
	into	#101-1280-400	(Purchased Services)


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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
County Court (file)

# Resolution

Number 18-1843

Adopted Date November 27, 2018

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$950.00      from #101-2100-910      (Other Expense)  
                 into #101-2100-317      (Non Capital Purchases)


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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Coroner (file)

# Resolution

Number 18-1844

Adopted Date November 27, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #101-2810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$20,000.00 from #101-2810-320 (Capital Purchases)  
into #101-2810-430 (Utilities)


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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

# Resolution

Number 18-1845

Adopted Date November 27, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN VETERANS FUND #101-5210

BE IT RESOLVED, to approve the following appropriation adjustments:

\$15,000.00 from #101-5210-882 (Accum. Vacation Payout)  
into #101-5210-102 (Regular Salaries)

\$ 6,000.00 from #101-5210-882 (Accum. Vacation Payout)  
into #101-5210-210 (Material & Supplies)

\$ 2,000.00 from #101-5210-320 (Capital Purchases)  
into #101-5210-811 (P.E.R.S.)

\$ 2,000.00 from #101-5210-320 (Capital Purchases)  
into #101-5210-114 (Overtime Pay)

\$ 2,000.00 from #101-5210-320 (Capital Purchases)  
into #101-5210-820 (Health Ins (General))

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor WJ  
Appropriation Adj. file  
Veterans (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1846

Adopted Date November 27, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND  
#202

BE IT RESOLVED, to approve the following appropriation adjustments:


\$ 6,000.00	from #202-3110-102	(Engineer-Regular Salaries)
	into #202-3110-820	(Engineer-Health Ins)
\$ 3,000.00	from #202-3110-102	(Engineer-Regular Salaries)
	into #202-3120-811	(Road-PERS)
\$ 1,000.00	from #202-3110-102	(Engineer-Regular Salaries)
	into #202-3120-871	(Road-Medicare)


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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1847

Adopted Date November 27, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN DEVELOPMENTAL  
DISABILITIES FUND #205

BE IT RESOLVED, to approve the following appropriation adjustment:

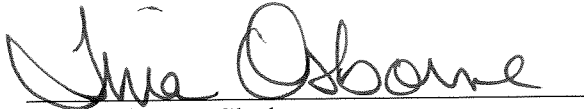
\$3,000.00	from	#205-6710-320	(Capital Purchases)
	into	#205-6715-910	(Other Expense)


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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Developmental Disabilities (file)

# Resolution

Number 18-1848

Adopted Date November 27, 2018

## APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustments:

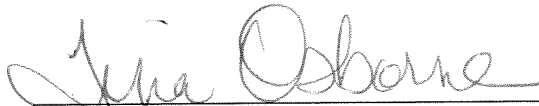
\$120.04	from #273-5100-317	(Non Capital Purchases)
	into #273-5100-210	(Materials & Supplies)
\$379.96	from #273-5100-447	(Child Placement Specialized)
	into #273-5100-210	(Materials & Supplies)
\$24,000.00	from #273-5100-447	(Child Placement Specialized)
	into #273-5100-400	(Purchased Services)
\$1,700.00	from #273-5100-447	(Child Placement Specialized)
	into #273-5100-430	(Utilities, General)
\$1,700.00	from #273-5100-447	(Child Placement Specialized)
	into #273-5100-811	(P.E.R.S.)
\$2,160.00	from #273-5100-447	(Child Placement Specialized)
	into #273-5100-850	(Training/Education)
\$500.00	from #273-5100-447	(Child Placement Specialized)
	into #273-5100-871	(Medicare)


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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 18-1849

Adopted Date November 27, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #292

BE IT RESOLVED, to approve the following appropriation adjustment:

\$339.85      from    #292-2222-114      (Overtime)  
                 into    #292-2222-317      (Non Capital Purchases)

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


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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 18-1850

Adopted Date November 27, 2018

ENTER INTO INVESTMENT MANAGEMENT AGREEMENT WITH MEEDER  
INVESTMENT MANAGEMENT ON BEHALF OF WARREN COUNTY TREASURER

BE IT RESOLVED, to enter into an Investment Management Agreement with Meeder Investment Management on behalf of the Warren County Treasurer at the recommendation of the Warren County Investment Advisory Board; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Treasurer (file)  
C/A—Meeder Investment Management  
Investment Advisory Board file



# Investment Management Agreement

## Meeder Public Funds

This Investment Management Agreement ("Agreement") is effective as of the date executed by and between Meeder Public Funds, Inc. ("Meeder") and Warren County ("Client"). In consideration of the mutual promises, covenants, and undertakings set forth herein, the parties hereby agree as follows.

1. **Appointment.** Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement ("Account"). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to the investment guidelines ("Investment Guidelines") provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

2. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder shall carry out such trading so long as this Agreement remains in effect and in conformance with any written criteria Client may provide to Meeder from time to time. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

3. **Custody.** Meeder shall not act as custodian for the Account or any portion of it. Custody and possession of Account assets shall be the sole obligation of the Account's separately appointed "qualified custodian." ("Custodian"). Client may generally elect to use the services of the Custodian of Client's choice. Client will notify Meeder in writing of the Custodian's name, address and the manner in which the Account assets will be maintained. Client acknowledges that it receives, or will receive from the Custodian, at least quarterly, an account statement that identifies the assets in the Account with the Custodian at the end of the period and that lists all transactions in the Account for the period. Client agrees to direct the Custodian to provide copies of all confirmations with respect to security transactions, reports, periodic account statements and the like to Meeder to enable Meeder to reconcile its records with those of the Custodian.

4. **Investment Objectives and Restrictions.** Client may provide Meeder with written Investment Guidelines, setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client's responsibility to inform Meeder in writing of any changes or modifications to the Investment Guidelines, which shall be given ten days in advance of any such change.

5. **Brokerage.** Meeder will generally use the execution services of such broker-dealers as it may select to effect transactions for the purchase and sale of securities and other investments in the Account. When selecting brokers through which transactions for client accounts will be executed, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers. The responsibility to obtain best execution shall not be deemed to obligate Meeder to solicit competitive bids for each transaction. Client may direct that Meeder execute transactions through specific broker-dealers in connection with a discount brokerage or directed brokerage program established by Client. Client acknowledges that by directing brokerage to a particular broker-dealer it may forgo any benefits from savings on execution costs that Meeder may obtain for its other clients through volume discounts on aggregated orders and may pay higher commission rates than other clients of Meeder.

**Fees.** For the services provided in accordance with this Agreement, Client shall pay Meeder a monthly fee ("Fee") of \$6,000 through December 31, 2019, at which point the Fee shall become \$7,000 per month. Fees are billed either  monthly or  quarterly in arrears as selected by Client. The Fee will be  deducted directly from Client's Account or  invoiced directly to Client, as selected by Client. Where Client has elected to have fees deducted Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder. The account statements will reflect the fee amount withdrawn in any period. Client is responsible for notifying Meeder of any exceptions or objections to the amount billed within thirty days from the billing date.

**6. Solicitor Arrangements.** Meeder accepts Clients referred through unaffiliated introducing advisors ("Solicitors") and may pay Solicitors a referral fee in connection with those Clients' accounts. Each Client who is introduced to Meeder by a Solicitor will acknowledge the amount of the referral fee in a separate Written Disclosure Statement.

**7. Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third-parties for opening, administering or advising certain financial products offered to advisory clients, including Star Ohio and Star Plus. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

**8. Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian.

**9. Statements and Reports.** Meeder will provide Client with quarterly consolidated holdings reports, unless Client and Meeder mutually agree otherwise. All confirmations with respect to security transactions, proxies, reports and the like shall be sent to Meeder. Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2, and other general communications.

**10. Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

**11. Services to Other Clients.** Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

**12. Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

**13. Client's Representations.** Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

**14. Term.** This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

15. **Limitation of Liability.** Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

16. **Assignment.** This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

17. **Amendment.** This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

18. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State.

19. **Severability.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

20. **Entire Agreement.** This Agreement contains the complete understanding between the parties and supersedes all previous agreements, whether oral or written between the parties.

21. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

MEEDER PUBLIC FUNDS, Inc.

CLIENT

Jason Headings

David Young

BY

BY

Sr. Vice President

Commissioner, Warren County

TITLE

TITLE

SIGNATURE

SIGNATURE

DATE

DATE

CLIENT

Thomas Grossmann

BY

Commissioner, Warren County

TITLE

*Thomas Grossmann*

SIGNATURE

DATE

11/27/18

Shannon Jones

BY

Commissioner, Warren County

TITLE

*Shannon Jones*

SIGNATURE

DATE

11/27/18

Barney Wright

BY

Treasurer, Warren County

TITLE

*Barney Wright*

SIGNATURE

DATE

11/27/18

APPROVED AS TO FORM

*Adam M. Nice*

Adam M. Nice

Asst. Prosecuting Attorney



# Resolution

Number 18-1851

Adopted Date November 27, 2018

APPROVE AND AUTHORIZE COUNTY TREASURER TO COMPLETE AND SUBMIT A CUSTODY ACCOUNT APPLICATION WITH US BANK ON BEHALF OF WARREN COUNTY

BE IT RESOLVED, to approve and authorize the County Treasurer to complete and submit a Custody Account Application with US Bank on Behalf of Warren County; copy of said application attached hereto and made a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Treasurer (file)



Please return the following: • Signed application • Copy of formation document (i.e., Inc. = articles of incorporation, non-profit = Form 990)  
 • Copy of government issued photo ID for authorized signers and beneficial owners (see page 3) • Signed fee schedule  
 • Transfer authorization form (if applicable)

Return to:

Please complete every section.

**Account Owner Information**

Entity Name

Account title (If different than name above)

Address

Designated Agent (Advisor Name)

City, State, Zip

NAICS Code:

Tax I.D.

[www.census.gov/eos/www/naics](http://www.census.gov/eos/www/naics)

Phone number (required):  (To be used for disbursement authorization)

Are there other DBA or trade names used for the same legal entity?  YES  NO

If yes, please provide names:

Check appropriate box for federal tax classification:

Individual/sole proprietor  C Corporation  S Corporation  Partnership  Trust/estate

Exempt payee code (if any)  
 (see bottom of page 5 for code listing)

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

Other (see instructions)

What is the ownership structure of the entity?

Privately Held  Majority Owned by Government  Publicly Traded on a Designated Exchange

Wholly Owned Subsidiary of Publicly Traded Parent Company

If a publicly traded entity or a wholly owned subsidiary of a publicly traded parent, what exchange is the company listed on?

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.:  YES  NO

If no, please submit a W-8 BEN and state the Customer's country of residence or principal registration:

2. Is the entity headquartered outside the United States?  YES  NO If YES, what country is it located in:

**Customer Background and Anticipated Activity**

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity is not bound to estimates provided.

1. Primary function of the Customer.

Geographical Footprint.

2. Purpose (Please provide the reason the Customer is establishing the custody and investment account).

Is this an operational account?  YES  NO (An operational account is defined as an account used for daily operations of the entity.)

3. Are there physical locations or business addresses for the entity outside the U.S.  YES  NO

If yes, list addresses

4. Entity's annual revenue. (\$)

## Customer Background and Anticipated Activity (cont.)

5. Entity's primary source of revenue.
6. From where will initial and ongoing funding for this account originate: (Answer all that apply):
- Domestic predecessor bank trustee or custodian: name of institution LCNB, First Financial, U.S. Bank
  - Domestic predecessor broker/dealer custodian: name of institution Raymond James, Morgan Stanley, Multi-Bank
  - Foreign predecessor bank or broker/dealer: name of institution \_\_\_\_\_
  - N/A - Initial Funding - no existing assets held elsewhere \_\_\_\_\_
  - Other, explain
7. Method of initial and ongoing funding for this account to be transmitted by. (Check all that apply):
- Wire transfer  Transfer from existing U.S. Bank Account  Check(s)  In-kind transfer from predecessor custodian or trustee
  - Foreign wire transfer  Other, explain
8. a) Anticipated monthly value of cash and cash equivalent transaction activity (physical cash or cash instruments only).  
\$   N/A
- b) Number of cash transactions in and out of the account, per year   N/A
- c) Dollar range of cash transactions.  -   N/A
- d) Method of disbursements. Check all that apply.  Wire  Check  ACH  Transfer to another U.S. Bank account  N/A
- e) Will any disbursements be sent outside the United States?  YES  NO  
If YES, please list countries:

## Tax Lot Methods

For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method for the Account. *Bank recommends that Customer consult with Customer's tax advisor if Customer is unsure of the option that is best for them.*

- Minimize Gain** - Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
- First In First Out ("FIFO")** - Shares are sold from tax lots having the earliest federal tax acquisition date.
- Last In First Out ("LIFO")** - Shares are sold from tax lots having the most recent federal tax acquisition date.
- Highest Federal Cost First Out ("HIFO")** - Shares are sold from tax lots having the highest federal tax cost per share.
- Lowest Federal Cost First Out ("LOFO")** - Shares are sold from tax lots having the lowest federal tax cost per share.
- Specify Tax Lot** - Shares are sold from tax lots that you specify.
- Average Federal Tax Cost** - Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Bank is directed otherwise.
- Maximize Gain** - Shares are sold from tax lots having the lowest per unit federal tax cost.

If Customer does not specify a particular tax lot or method above, Customer acknowledges that the FIFO method will be used. If Customer wishes to use a tax lot selection method that is different from what is selected above, on an individual investment or transaction basis, Customer may make that selection when executing the trade.

## Sweep Designation

To the extent Bank has received no investment direction for cash, commonly referred to as uninvested cash, Bank will use such Assets to purchase the following (*check only one*):

- First American Government Obligations Fund Class Y
- First American Prime Obligations Fund Class Y
- First American Tax-Free Obligations Fund Class Y
- First American Treasury Obligations Fund Class Y
- (other mutual fund's ticker symbol) Class
- U.S. BANK NON-INTEREST BEARING DEPOSIT ACCOUNT

If the foregoing does not designate one and only one open-end investment company registered under the Investment Company Act of 1940 (a "Mutual Fund"), then Customer is deemed to have designated the U.S. Bank Non-Interest Bearing Deposit Sweep.

If a Mutual Fund is designated, Customer hereby acknowledges that it has received the prospectus for the designated Mutual Fund.

### Shareholder Communications Act Election

Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shared the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customer to be deemed to have consented to Disclosure, and (ii) registers their:

- consent to Disclosure
- objection to Disclosure

### Statements and Online Access

U.S. Bank offers online access to your account. Please provide the following information for those who require online access.

Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly".

Name  Phone Number

Email

Statement Frequency:  Monthly  Quarterly  Annually Delivery Method:  Print  Online Only

Name  Phone Number

Email

Statement Frequency:  Monthly  Quarterly  Annually Delivery Method:  Print  Online Only

### Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer's behalf.

Name/Title  Signature

Name/Title  Signature

Name/Title  Signature

Name/Title  Signature

### Shareholder Communications Act Election

Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shared the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customer to be deemed to have consented to Disclosure, and (ii) registers their:

- consent to Disclosure
- objection to Disclosure

### Statements and Online Access

U.S. Bank offers online access to your account. Please provide the following information for those who require online access.

Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly".

Name  Phone Number

Email

Statement Frequency:  Monthly  Quarterly  Annually Delivery Method:  Print  Online Only

Name  Phone Number

Email

Statement Frequency:  Monthly  Quarterly  Annually Delivery Method:  Print  Online Only

### Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer's behalf.

Name/Title

Signature

Name/Title

Signature

Name/Title

Signature

Name/Title

Signature

**Agreement and Signature**

By signing this Application, I hereby:

- a) acknowledge receipt of a copy of this Application, and the Custody Agreement
- b) acknowledge that the Custody Agreement is incorporated herein by reference
- c) agree to the terms and conditions of this application and Custody Agreement
- d) acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested
- e) agree to disclose to Bank if Customer is or becomes a "senior political figure, immediate family member or close associate of a senior political figure" (as defined below), during the duration of the Custody Agreement.

A "senior political figure" is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.

- "Immediate family" of a domestic or foreign senior political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.
- A "close associate" of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure..

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Under penalties of perjury, I certify that:


- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person; and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signer's Name (please print)  Signature   
 Title (please print)  Date

**To Be Completed By U.S. Bank**

Signer's Name (please print)  Signature   
 Title (please print)  Date

**APPROVED AS TO FORM**  
  
**Adam M. Nice**  
**Asst. Prosecuting Attorney**

**The following codes identify payees that are exempt from backup withholding:**

- 1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 – The United States or any of its agencies or instrumentalities
- 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 – A corporation
- 6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 – A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 – A real estate investment trust
- 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 – A common trust fund operated by a bank under section 584(a)
- 11 – A financial institution
- 12 – A middleman known in the investment community as a nominee or custodian
- 13 – A trust exempt from tax under section 664 or described in section 4947



## Institutional Custody Agreement

This Custody Agreement (the "Agreement") is between the entity appearing as Customer on the Application above (the "Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

### SECTION 1: DEFINITIONS

- 1.1 "Account" means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).
- 1.2 "Accounting Standards" means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, Fair Value Measurement and Application.
- 1.3 "Assets" means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.
- 1.4 "Cash-flow Analysis" means a periodic written analysis of Customer's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of deposits, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.
- 1.5 "CFR" means the Code of Federal Regulations.
- 1.6 "Client-controlled Asset" means an asset that is neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.
- 1.7 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.8 "Depository" means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.
- 1.9 "DTC" means the Depository Trust Company.
- 1.10 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- 1.11 "Guidelines" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time
- 1.12 "Harm" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.
- 1.13 "Indemnified Person" means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.
- 1.14 "Investment Advice" means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.
- 1.15 "Investment Company Act" means the Investment Company Act of 1940, as amended.
- 1.16 "IRS" means the Internal Revenue Service.
- 1.17 "Legal Action" means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.
- 1.18 "Messaging System" means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.
- 1.19 "Plan-assets Vehicle" means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 CFR Section 2510.3-101).
- 1.20 "SEC" means the United States Securities and Exchange Commission.
- 1.21 "State" means the State of Minnesota-Ohio.



1.22 "Statement Recipient" means Customer and anyone else Customer so designates.

1.23 "Sub-account" means a separate portion of the Account.

## **SECTION 2: APPOINTMENT AND ACCEPTANCE**

2.1 Customer appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account, upon the terms and conditions set forth below.

2.2 Establishment of Account.

2.2.1 Customer hereby deposits Assets, or causes Assets to be deposited, with Bank.

2.2.2 Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches of any such representation, warranty, or covenant:

2.2.2.1 Customer holds good and valid legal title to all Assets.

2.2.2.2 None of the Assets is (i) an asset of any "plan" as defined in ERISA Section 3(3); any "plan" as defined in Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.

2.2.2.3 Customer is neither (i) an "investment company" that is subject to registration with the SEC under the Investment Company Act, (ii) an "investment company" that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.

2.2.2.4 Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.

2.2.3 As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.

2.2.4 Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

## **SECTION 3: BOOKS, RECORDS, AND ACCOUNTS**

3.1 Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.

3.2 On at least five business days advance written notice, Bank shall permit Customer and Customer's independent auditors to inspect during Bank's regular business hours any books of account and records of Assets and transactions in the Account.

## **SECTION 4: ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING**

4.1 Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.

4.2 Customer has designated the frequency of Account statements in the Application.

4.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.

4.4 Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).

4.4.1 Notwithstanding anything herein to the contrary, Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.

4.5. Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

## **SECTION 5: POWERS OF BANK**

In the performance of its duties under this Agreement, Bank shall have the power to:

- 5.1 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.
- 5.2 Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.
- 5.3 Perform other acts necessary to the proper discharge of its duties under this Agreement.
- 5.4 Hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank's receipt of "float" income from such un-invested cash.
- 5.5 As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.
- 5.6 Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.
- 5.7 Distribute Assets as set forth herein.
- 5.8 Safe-keep Assets as set forth herein.
- 5.9 Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.
- 5.10 Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.
- 5.11 Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.
- 5.12 Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreign exchange department.
- 5.13 Pledge the Account or any Asset as provided in any separate written control agreement among Customer, Bank, and any secured party identified therein.
- 5.14 Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

## **SECTION 6: PURCHASES**

6.1 Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

## **SECTION 7: SALES**

7.1 Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

## SECTION 8: SETTLEMENTS

- 8.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.
- 8.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.
- 8.3 Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

## SECTION 9: VALUATION; CLIENT-CONTROLLED ASSETS

- 9.1 For purposes of reporting the value of an Asset on an Account statement:
- 9.1.1 Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.
- 9.1.2 If such value is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).
- 9.1.2.1 To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; understands the Asset's eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor. (ii) Such value reflects such documents, investment-related information, service-provider information, and fee-and-expense information.
- 9.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the value of such security is readily determinable on an established market.
- 9.1.3 Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported value is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.
- 9.1.4 Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.
- 9.2 Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:
- 9.2.1 Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;
- 9.2.2 Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.
- 9.2.3 When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.
- 9.2.4 Such assets are subject to the Fee Schedule between Customer and Bank.

## SECTION 10: LIMITATIONS ON DUTIES

- 10.1 Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR Section 9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.
- 10.2 The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:
- 10.2.1 Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.
- 10.2.2 Act as trustee of the Assets.
- 10.2.3 Act as custodian of any assets other than the Assets.
- 10.2.4 Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).
- 10.2.5 Provide Investment Advice.
- 10.2.6 Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.
- 10.2.7 Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.
- 10.2.8 (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.
- 10.2.9 Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.
- 10.2.10 Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.
- 10.2.11 Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.
- 10.2.12 Monitor agents hired by Customer.
- 10.2.13 Maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.
- 10.2.14 Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

## SECTION 11: AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

- 11.1 Customer has identified the "Designated Agent", who is authorized to act on Customer's behalf, on the Application. Customer has also identified each employee of Customer who is authorized to act on Customer's behalf, by providing such information on the Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer's behalf by notifying Bank of the identity thereof on a form provided by Bank. Customer shall provide to bank in writing any limits on the Designated Agent's authority or any additional agent's authority to act on Customer's behalf hereunder. Absent any such limits to the contrary, the Designated Agent and any additional agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request. For the

avoidance of doubt, any agent shall have the right to self-impose more restrictive limitations on their authority than what Customer has authorized, for regulatory purposes or otherwise, by providing such additional self-imposed limitations to Bank in writing and Bank's written confirmation of acceptance of such limitations. In no event is any agent authorized to amend the Agreement or terminate the Agreement.

- 11.2 In the event that the Designated Agent sends an invoice to Bank and instructs Bank to have the Account pay the invoice, Customer directs Bank to pay any such invoice as presented. Bank is hereby protected and shall incur no liability for acting on such direction and Bank shall have no duty or obligation to establish or investigate whether such invoice was limited to the payment of adviser fees (as agreed between Customer and the Designated Agent or otherwise) or for other purposes.
- 11.3 Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer.
- 11.4 Customer hereby represents and warrants that any such employee or agent is duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or any agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.
- 11.5 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.
- 11.6 Any direction received under this Agreement by email or Messaging System, entered into Customer's account in Bank's on-line portal, or confirmed by phone as provided below, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its phone designated in the Application, to its portal account; to the email accounts of its agents, and agents' employees; and to any Messaging System used by its agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.
- 11.7 Customer acknowledges that, in certain circumstances, Bank may need or elect to contact Customer via phone to confirm an instruction relating to the Account. In such circumstances, Customer understands that Bank will use the phone number designated in the Application and Customer expressly authorizes the Bank to act on any confirmation or instruction provided by the individual with such telephone number. In the event that Customer wishes to add additional phone contacts who are authorized relating to the Account, Customer shall contact Bank for its then-current authorization form for such purposes. Customer understands that Bank shall not be liable for any act taken upon an oral instruction received by Bank when Bank has called such number.

## **SECTION 12: FEES AND EXPENSES**

- 12.1 Customer shall pay Bank compensation for providing services under this Agreement as agreed between Bank and Customer. Bank may also receive compensation from certain mutual funds as outlined in the Mutual Fund Compensation Disclosure.
- 12.2 Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).
- 12.3 To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.
- 12.4 To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

## **SECTION 13: RELEASE**

- 13.1 Customer hereby releases Bank from and against, and Bank will incur no liability to any person or entity for, any Harm that may be imposed on, incurred by, or asserted against Bank by reason of Bank's action or omission in connection with this Agreement or the Account (including, but not limited to, an action or omission that is consistent with directions provided under this Agreement), except to the extent that a court of competent jurisdiction has made a final judgment that the Harm resulted directly from Bank's willful misconduct, gross negligence, bad faith, or material breach of this Agreement. Regardless of any

determination relating to Bank's conduct, Customer remains fully responsible and liable for, and releases Bank from, any Claim relating to (i) the action or inaction of the Designated Agent, or (ii) any action taken or omitted by Bank in reliance on any information, instruction, or direction provided by the Designated Agent. The foregoing provisions shall survive the termination of this Agreement.

- 13.2 No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars), revolutions, insurrections, riots, civil commotion, acts of God, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control. Nor will any such failure or delay give any party the right to terminate this Agreement.
- 13.3 No party is liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement. This limitation applies even if the party has been advised of, or is aware of, the possibility of such damages.
- 13.4 Bank is not liable with respect to the propriety of Bank's actions or omissions reflected in a statement provided under this Agreement, except to the extent (i) a Statement Recipient objects to Bank within ninety (90) calendar days after delivery of such statement or (ii) such acts or omissions could not be discovered through reasonable examination of such statement.

## **SECTION 14: TERMINATION**

- 14.1 This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.
- 14.2 Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

## **SECTION 15: MISCELLANEOUS**

- 15.1 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.
- 15.2 Binding Obligations. Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.
- 15.3 Complete Agreement; Amendment.
- 15.3.1 Complete Agreement. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.
- 15.3.2 Amendment. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, if the terms of the Fee Schedule between Customer and Bank set forth a method for amending such exhibit, then such terms alone govern amendments thereto.
- 15.3.3 Control Agreements. If Customer requests that Bank execute a "control agreement" (or similarly titled agreement) with a third-party which pledges, hypothecates, or assigns rights in the Assets to that third-party and involves obligations of Bank to that third-party (which may be affiliates of Bank or Bank's lending divisions), then the terms and requirements of such agreement concerning such Assets shall supersede and control the provisions of this Agreement. Notwithstanding the foregoing, nothing in such Agreement shall be deemed to alter Bank's rights under Section 12.4 of this Agreement.
- 15.4 Governing Law; Venue. This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court. To the extent that Bank or Customer may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.

15.5 Successors and Assigns.

- 15.5.1 This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.
- 15.5.2 No party may assign any of its rights under this Agreement without the consent of the other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.
- 15.6 Severability. The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.
- 15.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.
- 15.8 Solvency. Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.
- 15.9 Tax-Lot Selection Method. Customer has made its designation in the Application.
- 15.10 Shareholder Communications Act Election. Customer has made its election in the Application.
- 15.11 Abandoned Property. Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.
- 15.12 Legal Advice. Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.
- 15.13 Waiver of Jury Trial. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.
- 15.14 Legal Action. If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying. Any Legal Action is subject to Bank's right of setoff and Bank's security interest in the Account. Bank may assess a service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank's security interest against the Account for such fee prior to Bank's honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank's fee from the Account leaves insufficient funds or results in the sale of Assets.
- 15.15 Interpleader. With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute.
- 15.16 Representations and Warranties. Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.
- 15.17 Publicity. No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.
- 15.18 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

15.19 Effective Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

## **SECTION 16: SWEEP DIRECTION**

16.1. Customer's Sweep Direction has been made in the Application.

16.2 If a First American Fund is identified above, Customer hereby acknowledges and confirms that Customer understands the following information about the First American Funds:

16.2.1 The open-end investment companies registered under the Investment Company Act of 1940 in the First American Funds, Inc. family (the "First American Funds") are distributed and underwritten by Bank's affiliate, Quasar Distributors, LLC.

16.2.2 Bank's affiliate, U.S. Bancorp Asset Management, Inc., serves as the funds' investment advisor and provides shareholder services. Bank provides custody services to the funds, and Bank's affiliate, U.S. Bancorp Fund Services, LLC, provides accounting, administration, and transfer-agent services.

16.2.3 Compensation paid to Bank and its affiliates by the First American Funds as well as other fees and expenses of the funds are detailed in the prospectuses.

16.2.4 Shares of registered investment companies are not deposits or obligations of, or guaranteed by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other governmental agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value.

16.3 This authorization and direction shall continue in effect with respect to the identified fund should the fund be merged with or into another fund.

16.4 If the U.S. BANK IT&C CLIENTS NON-INTEREST BEARING ACCOUNT is identified above, Customer hereby acknowledges that uninvested cash is swept to the U.S. BANK IT&C CLIENTS NON-INTEREST BEARING ACCOUNT, a non-interest bearing deposit account at U.S. Bank National Association. Customer acknowledges that (i) the U.S. BANK IT&C CLIENTS NON- INTEREST BEARING ACCOUNT is owned by Bank on behalf of its customers, (ii) all deposits and withdrawals from such account are performed and controlled by Bank, and (iii) cash in the U.S. BANK IT&C CLIENTS NON-INTEREST BEARING ACCOUNT shall be insured by the FDIC, as determined under FDIC regulations, subject to applicable limits.

## **SECTION 17: PATRIOT ACT**

17.1 By signing above, Customer acknowledges that they have received the following important information:

17.1 To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires U.S. Bancorp, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account.

17.1.2 When you open an account with us, we will ask for your legal name, address, date of birth, tax identification number, and other identifying information that will assist us with identifying you. We may also ask to see your photo identification (driver's license) or other identifying documents.



## Mutual Fund Compensation Disclosure

U.S. Bancorp, or its affiliates, including U.S. Bancorp Asset Management, Inc. (USBAM), U.S. Bank N.A. (USBNA), Quasar Distributors, LLC (Quasar) and U.S. Bancorp Fund Services, LLC (USBFS) (hereafter together U.S. Bank) have entered, and will from time to time enter, into agreements with mutual funds and/or their sponsors, service providers and affiliates whereby U.S. Bank may receive compensation for investment advisory services, shareholder services, administration, custody, securities-lending, accounting, transfer agency, sub-transfer agency, National Securities Clearing Corporation (NSCC) networking, distribution, principal underwriting and other services rendered to, or on behalf of, mutual funds. Under these agreements, U.S. Bank generally receives a percentage compensation (basis points) for these services, based on account assets invested in a mutual fund and determined using the average daily net assets held by the account in that fund. This compensation does not increase the fees paid by an account beyond the fees described in the account fee schedule and the fund's prospectus. This Disclosure describes the compensation U.S. Bank receives for services it performs. This Disclosure should not be considered investment advice.

**FIRST AMERICAN FUNDS, INC. MONEY MARKET FUNDS:** The First American Funds, Inc. money market funds are U.S. Bank affiliated funds managed by USBAM. U.S. Bank provides services to these funds, which may include acting as investment advisor to the funds and/or providing administration, custody, shareholder, transfer agent, accounting, distribution and principal underwriting services. U.S. Bank receives fees for these services as shown in the schedule below. U.S. Bank may also receive fees from the funds for securities lending services of up to 20 percent of each fund's net income from securities lending transactions as addressed in the prospectuses.

U.S. Bank may waive a portion of the fees it is entitled to receive for providing services to the First American Funds, Inc. (Total Fees). Total Fees equal the Gross Advisory Fees and Gross Other Fees & Expenses and are stated before any waivers. Net Fees & Expenses shown below are stated after any waivers and expenses paid to third parties. Fee waivers may be terminated at any time. Gross Other Fees & Expenses may vary slightly based on charges for services rendered, but the basis for calculating these amounts does not change. If you have the authority to direct U.S. Bank with regard to the investments in the account, you authorize the fees paid by the funds and received by U.S. Bank up to the Total Annual Fund Operating Expenses disclosed in the prospectuses.

Affiliated Fund Name	Gross Advisory Fees	Gross Other Fees & Expenses Received By U.S. Bank					Net Fees & Expenses Received By U.S. Bank					
		Class X/Z/V/Y/A	Class X	Class Z	Class V	Class Y	Class A	Class X	Class Z	Class V	Class Y	Class A
<b>FIRST AMERICAN FUNDS</b>												
Government Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.14%	0.18%	0.30%	0.45%	0.74%	
Institutional Prime Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.12%	0.18%	0.29%	0.43%	0.73%	
Retail Prime Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.04%	0.10%	0.17%	0.35%	0.65%	
Retail Tax Free Obligations	0.10%	N/A	0.16%	0.26%	0.41%	0.71%	N/A	0.09%	0.20%	0.35%	0.65%	
Treasury Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.12%	0.19%	0.28%	0.44%	0.73%	
U.S. Treasury Money Market	0.10%	N/A	0.15%	0.25%	0.40%	0.70%	N/A	0.14%	0.23%	0.38%	0.68%	

Fees and expenses above may be found in the fund prospectuses.

**FIDELITY AND FEDERATED MONEY MARKET MUTUAL FUNDS:** U.S. Bank may receive custody, shareholder servicing, accounting, administration, sub-transfer agency and other fees of up to 50 basis points, though more generally, fees range from zero to 25 basis points, from the following funds. Load fees described in prospectuses are waived.

Fund Name	Fund Name
Federated California Municipal Cash Trust – Institutional Shares	Fidelity Institutional Money Market Tax-Exempt Portfolio – Class I
Federated Minnesota Municipal Cash Trust – Institutional Shares	Fidelity Institutional Money Market Treasury Only Portfolio – Class I
Federated Ohio Municipal Cash Trust – Institutional Shares	Fidelity Institutional Money Market Treasury Portfolio – Class I
Fidelity Institutional Money Market Government Portfolio – Class I	Fidelity Money Market Portfolio – Class I
Fidelity Institutional Money Market Prime Portfolio – Class I	



Investment products and services are:

NOT A DEPOSIT	NOT FDIC INSURED	MAY LOSE VALUE	NOT BANK GUARANTEED	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
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**NUVEEN MUTUAL FUNDS:** Firststar Capital Corporation (Firststar Capital), an affiliate of U.S. Bancorp, holds a less-than-10 percent ownership interest in Windy City Investments Holdings, LLC, which was formerly the parent of Windy City Investment, Inc. and the indirect parent of Nuveen Fund Advisors, LLC, which is the investment advisor to the Nuveen Mutual Funds. On October 1, 2014, Windy City Investments, Inc. was sold to Teachers Insurance and Annuity Association of America. As a result of the sale, U.S. Bancorp no longer has an indirect ownership interest in Nuveen Fund Advisors, LLC. Depending on the outcome of certain factors, Firststar Capital might in the future receive an earn-out payment in respect to its interest in Windy City Investment Holdings, LLC, under the terms of the sale. If U.S. Bank exercises investment discretion over the assets of an irrevocable trust or ERISA or IRA account, to the extent the earn-out payment is attributable to the account's interest in Nuveen Mutual Funds, U.S. Bank will credit to the account a proportionate amount of the payment. Importantly, the sale changed neither the services that U.S. Bank expects to provide to the accounts holding Nuveen Mutual Funds nor the compensation that U.S. Bank expects to receive for providing such services.

**OTHER MUTUAL FUNDS:** U.S. Bank may enter into agreements with mutual funds other than First American Funds, including the Nuveen Mutual Funds (Other Mutual Funds) or with Other Mutual Funds' service providers (including investment advisors, administrators, transfer agents or distributors) whereby U.S. Bank provides services for a fee to, or on behalf of, the Other Mutual Funds. Services may include, as applicable, custody and shareholder services provided by USBNA (fee rates for these services may be up to 75 basis points, though more generally fees range from 17 to 25 basis points), networking services provided by NSCC (fee rates for these services may be up to 140 basis points), distribution and principal underwriter services provided by Quasar (fee rates for these services may be up to 95 basis points), accounting, administration and sub-transfer agency services provided by USBFS (fee rates for these services may be up to 30 basis points) and USBFS employees may also serve on the board of directors or as officers of Other Mutual Funds at no additional charge.

U.S. Bank has also entered into an agreement with National Financial Services, LLC (NFS) to provide shareholder and administration services for, or on behalf of, NFS, Fidelity Brokerage Services, LLC and the Other Mutual Funds available on the NFS platform (fee rates for these services may be up to 19 basis points). The fees received by U.S. Bank may include 12b-1 fees.

U.S. Bank will receive shareholder servicing compensation of up to 15 basis points on account assets invested in the Nuveen Mutual Funds. However, U.S. Bank will receive no shareholder service compensation for Nuveen Mutual Fund holdings in ERISA or IRA accounts, Nuveen will retain these fees.

**OTHER IMPORTANT INFORMATION:** Fees received by U.S. Bank from Nuveen Mutual Funds, Fidelity and Federated Money Market Mutual Funds, Other Mutual Funds and National Financial Services, LLC are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable prospectuses.

U.S. Bank may also receive fees from Nuveen Mutual Funds and Other Mutual Funds for securities lending services, which are generally calculated as a percentage of each fund's net income from securities lending transactions.

U.S. Bank may be affiliated with certain Nuveen Mutual Funds, Fidelity and Federated Money Market Mutual Funds and Other Mutual Funds within the meaning of section 2(a)(3) of the Investment Company Act of 1940. Quasar may be the principal underwriter of such funds within the meaning of section 2(a)(29) of the Act. If U.S. Bank exercises investment discretion over the assets of an ERISA or IRA account, which invests in a mutual fund for which U.S. Bank is such an affiliate or principal underwriter, then U.S. Bank refunds to that account the fees received from that affiliated fund.



U.S. Bancorp Asset Management, Inc. (USBAM) is a registered investment advisor and a wholly-owned subsidiary of U.S. Bank National Association. USBAM serves as investment advisor to First American Funds, Inc. First American Funds, Inc. are distributed by Quasar Distributors, LLC, an affiliate of the investment advisor. U.S. Bank is not responsible for and does not guarantee the products, services or performance of USBAM or Quasar Distributors, LLC. If investing in mutual funds, each fund's investment objectives, risks, charges and expenses must be considered carefully before investing. The prospectus contains this and other important information. Please contact the fund or a member of your relationship team for a copy. Read the prospectus carefully before investing.

Mutual fund investing involves risk and principal loss is possible. Investing in certain funds involves special risks, such as those related to investments in small- and mid-capitalization stocks, foreign, debt and high-yield securities and funds that focus their investments in a particular industry. Please refer to the fund prospectus for additional details pertaining to these risks.

*Income from tax-exempt funds may be subject to state and local taxes and a portion of income may be subject to the federal and/or state alternative minimum tax for certain investors. Federal and/or state income tax rules will apply to any capital gains distribution.*

An investment in money market funds is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. It is possible to lose money by investing in these funds.

See the applicable fund prospectuses, which may be found on the fund companies' websites, for a complete description, including calculation formulas, for management, custody and other fees associated with the mutual funds. For more information, including whether a fund is affiliated with, or pays U.S. Bank fees, contact your Portfolio Manager or a member of your relationship team.

[www.federatedinvestors.com](http://www.federatedinvestors.com) | [www.fidelity.com](http://www.fidelity.com) | [www.firstamericanfunds.com](http://www.firstamericanfunds.com) | [www.nuveen.com](http://www.nuveen.com)

Information as of December 2016

# Resolution

Number 18-1852

Adopted Date November 27, 2018

**AUTHORIZING THE EXECUTION AND DELIVERY OF A COOPERATIVE AGREEMENT AMONG THE WARREN COUNTY PORT AUTHORITY, CITY OF FRANKLIN, OHIO, CITY OF GERMANTOWN, OHIO, VILLAGE OF CARLISLE, OHIO, BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO, THE FRANKLIN REGIONAL WASTEWATER TREATMENT CORPORATION AND THE HUNTINGTON NATIONAL BANK; AND AUTHORIZING THE APPROPRIATION OF FUNDS FOR PAYMENT OF PROJECT COSTS, DEBT SERVICE, ESTABLISHMENT OF ONE OR MORE RESERVE FUNDS AND PAYMENT OF COST OF ISSUANCE, AS NECESSARY, WITH RESPECT TO NOT TO EXCEED \$11,930,000 OF PORT AUTHORITY WASTEWATER REVENUE BONDS TO BE ISSUED TO PAY COSTS OF REGIONAL WASTEWATER TREATMENT FACILITIES**

WHEREAS, the County of Warren, Ohio (the "County") collaborates with the City of Franklin, Ohio, the City of Germantown, Ohio and the Village of Carlisle, Ohio (collectively the "Municipalities") in the development, operation and use of regional wastewater treatment facilities through the Franklin Regional Wastewater Treatment Corporation, an Ohio non-profit corporation (the "Corporation"); and

WHEREAS, this Board determines it is necessary and in the best interest of the County and its residents to participate with the Municipalities to undertake and finance the costs of certain capital improvements to the wastewater collection and treatment facilities comprising the Franklin Regional Wastewater System (the "System")(the "Project"); and

WHEREAS, it is in the best interest of the County to request the assistance of the Warren County Port Authority (the "Port Authority") in financing the Project; and

WHEREAS, the Port Authority will issue wastewater revenue Bonds (the "Bonds"), the proceeds of which Bonds will be made available to the Municipalities and the County for the Project, as further described in the Cooperative Agreement to be entered into by and among the Port Authority, the Municipalities, the County, the Corporation, and The Huntington National Bank, as trustee (the "Cooperative Agreement"); and

WHEREAS, this Board has determined to authorize the payment of a portion of the costs of the Project and the payment of the County's allocable share of the principal of, premium, if any and interest on the Bonds ("Debt Service Charges") and Administrative Expenses (defined below), subject to annual appropriation, in accordance with the terms of the Cooperative Agreement and as provided in this Resolution, and to authorize the signing of the Cooperative Agreement.

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

**Section 1. Definitions.** In addition to the words and terms defined in the Cooperative Agreement, the following words and terms shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“Administrative Expenses” includes the fee of the Port Authority as issuer of the Bonds, amounts required to enforce any provisions of the Cooperative Agreement, and any amounts other than Debt Service Charges required to be paid under the Cooperative Agreement in connection with the Bonds, including but not limited to amounts necessary to fund one or more reserve funds, to pay cost of issuance, if necessary, to pay the fees and expenses of any Trustee for the Bonds, and to pay premiums on one or more surety policies, if necessary.

“Appropriation Payments” means the payment related to the Bonds to be made by the County pursuant to, and in accordance with the schedule attached as an exhibit to, the Cooperative Agreement, which payments are subject to annual appropriation by this Board and shall be paid from the County’s wastewater collection system revenues and other legally available funds of the County that are not moneys raised by taxation to the extent lawfully available to make Appropriation Payments.

“Original Purchaser” means, with respect to the Bonds, KeyBanc Capital Markets Inc., as underwriter of the Bonds.

**Section 2. Determinations by Board.** This Board finds and determines as follows:

(a) Public Purpose. The Project serves a public purpose of preserving and promoting public health and welfare, and the Board is authorized to undertake this Project in accordance with section 6117.04, et seq. of the Ohio Revised Code.

(b) Cooperation with Port Authority. It is necessary, proper and in the best interest of the County to request the Port Authority to issue the Bonds and for the Port Authority to make the proceeds from the issuance of the Bonds available to the Corporation pursuant to the Cooperative Agreement for use in the Project.

(c) Cooperative Agreement. It is necessary, proper and in the best interest of the County to authorize the Cooperative Agreement to provide for, among other things, (i) the issuance of the Bonds by the Port Authority, (ii) the provision of Appropriation Payments to pay Debt Service Charges on the Bonds and Administrative Expenses, and (iii) disbursement of the proceeds of the Bonds to the Corporation for use in the Project.

This Board finds and determines that the issuance of the Bonds and the signing and delivery of the Cooperative Agreement in connection with such issuance for the purpose provided in this Resolution serves a proper, public, purpose.

**Section 3. Bond Terms; Application of Proceeds.**

(a) Principal Amount. The principal amount of the Bonds shall not exceed Eleven Million Nine Hundred Thirty Thousand Dollars (\$11,930,000).

(b) Maturity. The final maturity of the Bonds shall be December 1, 2057.

(c) Interest. The interest rate on the Bonds shall not exceed 6.0%.

(d) Appropriation Payments. The Appropriation Payments to be payable under and in accordance with the Cooperative Agreement during any fiscal year shall be an amount sufficient to cover the County’s allocable share of (i) the Debt Service Charges on the Bonds that are due and

payable during that fiscal year and (ii) the Administrative Expenses that are due and payable during that fiscal year, and such Appropriation Payments shall be specified in the Cooperative Agreement; provided, however, that the County's payment of Appropriation Payments is subject to appropriation from the County's wastewater collection system revenues and other legally available funds, as provided in the Cooperative Agreement, and nothing in the Cooperative Agreement or the Bonds shall constitute a pledge by the County, or an obligation of the County, of any taxes or other moneys to the payments due thereunder.

(e) Application of Proceeds. The proceeds from the sale of the Bonds shall be deposited and applied as provided in the Cooperative Agreement and for the purposes stated in this Resolution.

It is determined that the terms of the Bonds and the corresponding terms of Appropriation Payments as so determined within the limitations set forth in this Resolution and as so specified and set forth in the Cooperative Agreement will be in the best interest of the County and consistent with all legal requirements.

**Section 4. Authorization of Cooperative Agreement; Additional Documents.** In connection with the issuance of the Bonds, the County Administrator is authorized, in the name and on behalf of the County, to sign and deliver the Cooperative Agreement in such form as determined by the County Administrator and the County Prosecutor as acceptable, in the best interest of the County, and consistent with this Resolution.

The County Administrator is authorized to sign and deliver and accept delivery of such instruments, certificates and documents as are necessary or appropriate to consummate the transactions authorized by this Resolution and the Cooperative Agreement, including all agreements, contracts, and documents necessary or appropriate, in such officer's discretion, to facilitate procurement of municipal bond insurance to enhance the credit of the Bonds if determined to be advisable in connection with the pricing and sale of the Bonds.

The County Administrator is further authorized to provide certain information related to the County and the County's wastewater collection system (the "County Information") for inclusion in an Official Statement of the Port Authority, in preliminary and final form, in connection with the original issuance of the Bonds. If the County Administrator so determines, then the County Administrator is hereby authorized and directed to prepare, on behalf of the County and in their official capacities, the County Information and any supplements thereto, and such certificates related to the accuracy of the County Information as may, in their judgment, be necessary or appropriate.

The County Administrator is authorized to make the necessary arrangements on behalf of the County and cooperate with the Port Authority to establish the date, location, procedure and conditions for the delivery of the Bonds to the Original Purchaser and to take all actions necessary to effect due signing, authentication and delivery of the Bonds by the Port Authority consistent with the terms of this Resolution and the Cooperative Agreement. The Clerk of the Board or other appropriate official of the County shall, upon request, furnish the Original Purchaser a true transcript of proceedings certified by the Clerk or other official, of all proceedings had with reference to the authorization of the Cooperative Agreement and the payment of Debt Service Charges on the Bonds and the Administrative Expenses.

**Section 5. Contribution to Project.** The County Administrator is authorized to contribute funds in an amount of up to \$2,500,000 toward the cost of the Project ("County Cash Contribution").

The County Cash Contribution will be drawn from the Sewer Fund No. 580 and shall be deposited with the Corporation for deposit into the Corporation's Capital Improvement Fund, or if appropriate, with the trustee selected by the Port Authority in connection with the issuance of the Bonds.

**Section 6. Interpretation.** Nothing in this Resolution is intended to, and no provision hereof shall be applied in any manner as would, impair the obligation of contract of the County with respect to any outstanding bonds, certificates of indebtedness, other obligations, indentures, or other agreements or contracts made or entered into by the County.

**Section 7. Severability.** Each section of this Resolution and each subdivision or paragraph of any section is hereby declared to be independent, and the finding or holding of any section or any subdivision or paragraph of any section to be invalid or void shall not be deemed or held to affect the validity of any other section, subdivision or paragraph of this Resolution.

**Section 8. Compliance with Open Meeting Law.** This Board finds and determines that all formal actions of this Board were taken in an open meeting of this Board, and that all deliberations of this Board were in meetings open to the public, all in compliance with the law, including Ohio Revised Code Section 121.22.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Port Authority  
c/a—City of Franklin  
c/a—City of Germantown  
c/a—Village of Carlisle  
c/a—Franklin Regional Wastewater Treatment Corp.  
c/a—Huntington National Bank  
Port Authority (file)  
Water/Sewer (file)  
Auditor  
Treasurer  
Bond file  
Andy Brossart ([ab@bpayneadvisors.com](mailto:ab@bpayneadvisors.com))

# Resolution

Number 18-1853

Adopted Date November 27, 2018

AUTHORIZE TIFFANY ZINDEL, COUNTY ADMINISTRATOR, TO SIGN QUOTE BY HCC FOR STOP LOSS COVERAGE RELATIVE TO THE HEALTHCARE PLAN EFFECTIVE JANUARY 1, 2019

WHEREAS, it is the desire of the Board to authorize Tiffany Zindel, County Administrator, to sign quote by HCC relative to Stop Loss Coverage for the Healthcare Plan effective 2019; and

NOW THEREFORE BE IT RESOLVED, to authorize Tiffany Zindel, County Administrator, to sign quote by HCC relative to Stop Loss Coverage for the Healthcare Plan effective 2019, as attached hereto and made a part hereof.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: Steve Ashe, Horan  
OMB File  
Tammy Whitaker, OMB  
Benefits file

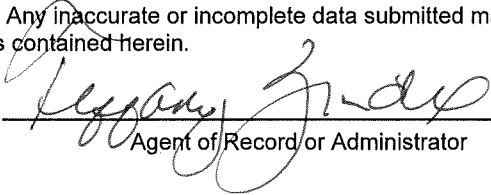
**PROPOSAL QUALIFICATIONS AND CONTINGENCIES**

Initial the selected proposal option:

	Option 1	Option 2	Option 3	Option 4
Specific	_____	<del>_____</del>	_____	_____
Aggregate	_____	<del>_____</del>	_____	_____
	<b>Option 5</b>			
Specific	_____			
Aggregate	_____			

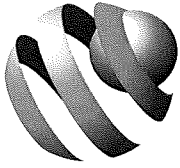
The Premium and Aggregate Deductibles are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: 11-27-18

By:   
Agent of Record or Administrator

This proposal expires if applications are not requested before the valid through date.





**TOKIO MARINE**  
**HCC**

## **Medical Stop Loss Proposal For Warren County Board of Commissioners**

Presented by  
**Horan Associates Incorporated**

Underwritten by  
**Aaron Swartz**

Carrier  
**HCC Life Insurance Company**

Tokio Marine HCC - Stop Loss Group  
401 Edgewater Place, Suite 400  
Wakefield, MA 01880  
(781) 224-4300

Visit us online at [www.tmhcc.com](http://www.tmhcc.com)



Underwriter **Swartz, Aaron**  
 Group **Warren County Board of Commissioners**  
 Carrier **HCC Life Insurance Company**

Proposal **11/15/2018** Proposal No  
 Effective Date **01/01/2019** Valid Thru Date  
 Expiration Date **12/31/2019**

**INDIVIDUAL STOP LOSS COVERAGE**

		<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Type		24/12	24/12	24/12	24/12
Annual Specific Deductible per Individual		250,000	250,000	350,000	400,000
Lifetime Reimbursement	<b>Unlimited</b>				
Maximum Contract Period Reimbursement		Unlimited	Unlimited	Unlimited	Unlimited
Inpatient Mental & Nervous	<b>365 Days</b>				
Quoted Rate Per Month	<u>Enrollment</u>				
Single	<b>339</b>	10.45	8.53	16.30	14.27
Family	<b>541</b>	35.36	28.87	56.35	49.64
Composite	<b>880</b>	25.77	21.04	40.92	36.02
Estimated Annual Premium		272,068	222,124	432,133	380,313
Quoted Rate(s) includes Commissions of		0.00%	0.00%	0.00%	0.00%
Estimated Annual Liability		300,000	350,000	0	0

**AGGREGATE STOP LOSS COVERAGE**

		<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
Coverages		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Contract Type		24/12	24/12	24/12	24/12
Loss Limit per Individual		250,000	250,000	350,000	400,000
Maximum Contract Period Reimbursement		1,000,000	1,000,000	1,000,000	1,000,000
Rate Per Month	<u>Enrollment</u>				
Composite	<b>880</b>	4.14	4.14	4.18	4.23
Estimated Annual Premium		43,718	43,718	44,141	44,669
Rate(s) includes Commissions of		0.00%	0.00%	0.00%	0.00%
Annual Aggregate Deductible		11,320,425	11,320,425	11,495,809	11,641,065
Minimum Aggregate Deductible		11,320,425	11,320,425	11,495,809	11,641,065
Run-in Limited To		0	0	0	0
Monthly Aggregate Claim Factors	<u>Enrollment</u>				
<u>Medical, Rx Card</u>					
Single	<b>339</b>	603.59	603.59	610.78	617.57
Family	<b>541</b>	1,365.53	1,365.53	1,388.04	1,406.16
Composite	<b>880</b>	1,072.01	1,072.01	1,088.62	1,102.37



**TOKIOMARINE**  
HCC

**Tokio Marine HCC - Stop Loss Group**  
401 Edgewater Place, Suite 400, Wakefield, MA 01880  
Telephone: (781) 224-4300 Facsimile: (781) 245-1042

Underwriter **Swartz, Aaron**  
Group **Warren County Board of Commissioners**  
Carrier **HCC Life Insurance Company**

Proposal **11/15/2018** Proposal No  
Effective Date **01/01/2019** Valid Thru Date  
Expiration Date **12/31/2019**

**OVERALL COST SUMMARY**

	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Option 4</b>
Total Annual Fixed Costs	<b>315,786</b>	<b>265,842</b>	<b>476,274</b>	<b>424,982</b>
Specific Variable	<b>300,000</b>	<b>350,000</b>	<b>0</b>	<b>0</b>
Aggregate Variable	<b>11,320,425</b>	<b>11,320,425</b>	<b>11,495,809</b>	<b>11,641,065</b>
Maximum Annual Liability	<b>11,936,211</b>	<b>11,936,267</b>	<b>11,972,083</b>	<b>12,066,047</b>



Underwriter **Swartz, Aaron**  
 Group **Warren County Board of Commissioners**  
 Carrier **HCC Life Insurance Company**

Proposal **11/15/2018** Proposal No  
 Effective Date **01/01/2019** Valid Thru Date  
 Expiration Date **12/31/2019**

**INDIVIDUAL STOP LOSS COVERAGE**

		<u>Option 5</u>	
		<u>Medical, Rx Card</u>	
Coverages			
Contract Type			24/12
Annual Specific Deductible per Individual			500,000
Lifetime Reimbursement	<b>Unlimited</b>		
Maximum Contract Period Reimbursement			<b>Unlimited</b>
Inpatient Mental & Nervous	<b>365 Days</b>		
Quoted Rate Per Month	<u>Enrollment</u>		
Single	<b>339</b>		<b>11.24</b>
Family	<b>541</b>		<b>39.53</b>
Composite	<b>880</b>		<b>28.63</b>
Estimated Annual Premium			<b>302,353</b>
Quoted Rate(s) includes Commissions of			<b>0.00%</b>
Estimated Annual Liability			<b>0</b>

**AGGREGATE STOP LOSS COVERAGE**

		<u>Option 5</u>	
		<u>Medical, Rx Card</u>	
Coverages			
Contract Type			24/12
Loss Limit per Individual			500,000
Maximum Contract Period Reimbursement			1,000,000
Rate Per Month	<u>Enrollment</u>		
Composite	<b>880</b>		<b>4.27</b>
Estimated Annual Premium			<b>45,091</b>
Rate(s) includes Commissions of			<b>0.00%</b>
Annual Aggregate Deductible			<b>11,806,828</b>
Minimum Aggregate Deductible			<b>11,806,828</b>
Run-in Limited To			<b>0</b>
Monthly Aggregate Claim Factors	<u>Enrollment</u>		
<u>Medical, Rx Card</u>			
Single	<b>339</b>		<b>625.06</b>
Family	<b>541</b>		<b>1,427.00</b>
Composite	<b>880</b>		<b>1,118.07</b>



**TOKIO MARINE**  
**HCC**

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401 Edgewater Place, Suite 400, Wakefield, MA 01880  
Telephone: (781) 224-4300 Facsimile: (781) 245-1042

Underwriter **Swartz, Aaron**  
Group **Warren County Board of Commissioners**  
Carrier **HCC Life Insurance Company**

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Effective Date **01/01/2019** Valid Thru Date  
Expiration Date **12/31/2019**

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**OVERALL COST SUMMARY**

	<u>Option 5</u>
Total Annual Fixed Costs	<b>347,444</b>
Specific Variable	<b>0</b>
Aggregate Variable	<b>11,806,828</b>
Maximum Annual Liability	<b>12,154,272</b>

**PROPOSAL QUALIFICATIONS AND CONTINGENCIES**

Quoted terms and conditions are subject to possible revision based upon receipt and review of the following items:

- Paid claims experience to the effective date including monthly enrollment figures.
- Updated shock loss information to the date HCC Life Insurance Company has been notified that the proposal has been accepted by the group. Shock loss information should include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of \$ 125,000, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pending or denied for any reason. Please refer to our Trigger Diagnosis Disclosure List, which provides examples of some, but not all, types of shock losses.
- We will accept final shock loss disclosure no earlier than 30 days prior to the effective date.
- Please see the attached exhibit for plan document assumptions and requirements.
- Should a large claim(s), (non-reoccurring and/or ongoing) become known and the initial date of service is prior to the date of written acceptance by HCC Life Insurance Company , we reserve the right to re-underwrite the case.
- In the event there is a greater than 10% change in enrollment between the submitted initial enrollment data and the final enrollment data, rates and factors may be recalculated.
- Minimum participation level of 75% of all eligible employees is required.
- Our proposal includes Simultaneous Funding on Specific reimbursements.
- Rates and Factors are calculated with the plan anniversary date and the Policy effective date as the same date, should the plan anniversary date and the stop loss policy effective date be different we reserve the right to modify our rates, factors and terms of coverage to accommodate for additional liabilities incurred by the plan due to state and/or federal mandates during the stop loss contract period.
- **Quote rated with retirees not covered. Quote rated with no COBRAs being covered based on the census information provided.**
- **Fixed Split Funded Arrangement - The Split Funded Corridor Option quoted is the fixed set corridor which is NOT subject to year end recalculation for enrollment variances.**
- **Quote Rated with the following UR Vendors: United HealthCare, .**
- **Quote Rated with the following Cost Containment Programs(s): UnitedHealthcare ChoicePlus.**
- **Rates and factors are based upon the current plan design(s). We will need to receive and review any plan change(s).**
- Claim disclosure information provided to date for this account has been reviewed and no further information is needed. Rates effective 1/1/19 are firm and final if acceptance by 11/27/18. If acceptance is not provided by this date, updated disclosure information will be needed to finalize.

# Resolution

Number 18-1854

Adopted Date November 27, 2018

AMEND RESOLUTION #90-502 TO ACKNOWLEDGE FUNDS RECEIVING  
DISTRIBUTION OF UNDIVIDED INTEREST EARNINGS OF THE WARREN COUNTY  
TREASURER'S POOLED TREASURY INVESTMENT EARNINGS

WHEREAS, pursuant to Resolution #90-502 adopted May 3, 1990, various funds within the Warren County Water and Sewer Department were designated to receive distributions of undivided interest earnings of the Warren County Treasurer's pooled Treasury Investment earnings; and

WHEREAS, various funds originally designed no longer exist and it is necessary to amend Resolution #90-502 to accurately reflect eligible funds; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #90-502 and designate the following funds to receive distributions of undivided interest earnings of the Warren County Treasurer's pooled Treasury Investment earnings:

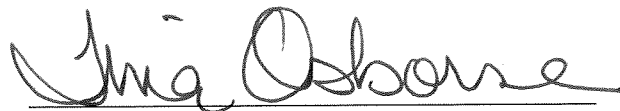
Fund # 510 Water Revenue Fund  
Fund # 575 Sewer Construction Projects (Revenue)  
Fund # 580 Sewer Revenue Fund  
Fund # 583 Water Construction Projects (Revenue)

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Treasurer (file)  
Auditor (file)  
Water/Sewer (file)  
Commissioners file

# Resolution

Number 18-1855

Adopted Date November 27, 2018

AMEND SECTION 6.10: LEAVE DONATION OF THE WARREN COUNTY PERSONNEL POLICY MANUAL

WHEREAS, it is the desire of this Board to modify Section 6.10 by adjusting the maximum amount of leave donation allowed; and

NOW THEREFORE BE IT RESOLVED, to amend section 6.10: Leave Donation of the Warren County Personnel Policy Manual, as attached hereto and made a part hereof; and

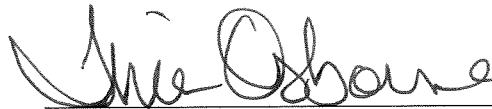
BE IT FURTHER RESOLVED, that said amendments will become effective immediately.

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

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

Resolution adopted this 27<sup>th</sup> day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Garage  
Facilities Management  
Water/Sewer  
Commissioners  
Telecommunications  
Grants Admin.  
Building & Zoning  
Clerk of Courts  
Treasurer  
Auditor  
Veterans  
Coroner  
Engineer  
Personnel Policy file  
CSEA  
OhioMeansJobs  
Solid Waste  
Emergency Services  
County Court  
Dog and Kennel  
Children Services  
Recorder  
Information Technology  
Economic Development  
Human Services  
OMB  
Soil & Water



## POLICY 6.10: LEAVE DONATION

It is the desire of the Warren County Board of Commissioners to adopt a leave donation program as provided in Sec. 124.391 of the Ohio Revised Code, which states “At the discretion of the appropriate legislative authority, (i.e. Board of Commissioners’) the county may implement a leave donation program, for all county agencies or for one or more designated agencies in the county.”

When approved by the Employer, employees may donate accrued vacation or compensatory time leave to other employees eligible to accrue and use sick leave pursuant to the provisions of Section 124.391 of the Ohio Revised Code. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious illness of the employee or an immediate family member.

- A. An employee may receive donated leave up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:
  - 1. Has a serious injury or health condition, or has an immediate family member with a serious injury or health condition,
  - 2. Has insufficient leave to receive full pay in the pay period, and
  - 3. Has applied for any paid leave, workers’ compensation, or benefits program for which the employee is eligible. Donated leave may be used to satisfy the waiting period up to the amount equal to the benefit for which the employee is pending approval. (e.g., seventy percent for disability leave benefits).
  - 4. Maximum donated sick leave may not exceed ~~12 weeks~~ **the length of extended illness leave.**
  
- B. Employees may donate leave if the donating employee:
  - 1. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned,
  - 2. Donates in one-hour increments.
  
- C. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and any other benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leaves shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.
  
- D. Employees who wish to donate leave shall certify:
  - 1. The name of the employee for whom the donated leave is intended,
  - 2. The type of leave and number of hours to be donated,
  - 3. They will maintain a minimum vacation leave balance of at least forty (40) hours, for those department/agencies scheduled to work forty (40) or thirty-five (35) hours whichever is applicable.
  - 4. The leave is donated voluntarily, and he or she understands it will not be returned.

- E. Donated time shall be converted to its cash equivalence and paid to the recipient at recipient's regular hourly rate.
- F. The appropriate Elected Official, Agency or Department Head shall investigate and prepare a report detailing:
  - 1. The nature of the employee or the employee's immediate family member's ailment;
  - 2. The health care provider's prognosis for recovery;
  - 3. The employee's history of paid leave usage; and
  - 4. Any other details of the investigation and any recommendation he may have concerning the employee's eligibility as a recipient of donated time.
- G. The approval of donated time shall be solely at the discretion of the Appointing Authority. If the Appointing Authority approves a recommendation of an employee to be a recipient of donated time, he shall so inform all employees by memo. Employees may voluntarily donate vacation leave and/or compensatory time (but not sick leave) for the benefit of such approved recipient.
- H. Failure of the employee to provide medical certification or re-certification will result in denial of leave donation and may prevent any future leave donation for the employee.
- I. Any leave donated to an employee will be counted towards the 12 weeks of FMLA Leave and/or the 12 weeks of Extended Illness Leave.
- J. In the event a bargaining unit employee would like to donate leave to a non-bargaining unit employee, contract language may apply as it relates to the type of leave allowable for leave donation.

Revised: 11/27/18