

Resolution

Number 19-0063

Adopted Date January 22, 2019

ACCEPT RESIGNATION OF BRITTNEY JUSTICE, CUSTODIAL WORKER I, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT EFFECTIVE JANUARY 10, 2019

BE IT RESOLVED, to accept the resignation, of Brittney Justice, Custodial Worker I, within the Warren County Facilities Management Department effective January 10, 2019.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
B. Justice's Personnel File
OMB – Sue Spencer
Tammy Whitaker
Job Class 1169

Resolution

Number 19-0064

Adopted Date January 22, 2019

AUTHORIZE THE POSTING OF THE "EMA EMERGENCY PLANNING INTERN" POSITION WITHIN THE EMERGENCY SERVICES DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists a temporary opening to last no more than one year for a "EMA EMERGENCY PLANNING INTERN" position within the Emergency Services Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "EMA EMERGENCY PLANNING INTERN" 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 January 23, 2019.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
OMB

Resolution

Number 19-0065

Adopted Date January 22, 2019

RESCIND RESOLUTION #19-0010 WHICH ACCEPTED THE RESIGNATION OF MELODI CHASTEEN, FISCAL COORDINATOR, WITH IN WARREN COUNTY OHIOMEANSJOBS

WHEREAS the Director has indicated that Ms. Chasteen no longer plans to resign her position and the Director has requested to rescind Ms. Chasteen's resignation; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #19-0010 adopted January 15, 2019, which accepted the resignation of Melodi Chasteen, Fiscal Coordinator within Warren County OhioMeansJobs.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: OhioMeansJobs (file)
M. Chasteen's Personnel File
OMB-Sue Spencer

Resolution

Number 19-0066

Adopted Date January 22, 2019

RESCIND RESOLUTION #19-0011 WHICH AUTHORIZED THE POSTING OF THE "FISCAL COORDINATOR" WITHIN WARREN COUNTY OHIOMEANSJOBS

WHEREAS, there is no longer an opening for this position at this time; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #19-0011 adopted January 15, 2019, which authorized the posting of the "Fiscal Coordinator" within the Warren County OhioMeansJobs.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)
OMB-Sue Spencer

Resolution

Number 19-0067

Adopted Date January 22, 2019

TEMPORARILY RECLASSIFY LISA SHUTTS TO THE POSITION OF BUSINESS MANAGER WITHIN THE DEPARTMENT OF WATER AND SEWER

WHEREAS, due to the resignation of Jacque Brody, Business Manager, it is the desire of this Board to temporarily reclassify Lisa Shutts to said position; and

NOW THEREFORE BE IT RESOLVED, to temporarily reclassify Lisa Shutts as Office Business Manager, effective pay period beginning January 19, 2019 and lasting until a new business manager is hired and sufficiently trained; and

BE IT FURTHER RESOLVED, to approve a temporary pay increase for Lisa Shutts, said salary to be \$2,448.94 bi-weekly, pay period beginning January 19, 2019.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
Lisa Shutt's Personnel file
OMB-Sue Spencer

Resolution

Number 19-0068

Adopted Date January 22, 2019

HIRE JEFFERY STILGENBAUER, AS ADMINISTRATIVE ASSISTANT, WITHIN THE WARREN COUNTY OFFICE OF MANAGEMENT AND BUDGET

BE IT RESOLVED, to hire Jeffery Stilgenbauer, as Administrative Assistant, within the Warren County Office of Management and Budget, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$15.11 per hour, effective February 19, 2019, subject to a 365-day probationary period.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: J. Stilgenbauer's Personnel file
OMB (file)
OMB – Sue Spencer

Resolution

Number 19-0069

Adopted Date January 22, 2019

APPROVE PAY INCREASE FOR CONNOR DAVIS, SEWER MAINTENANCE FOREMAN,
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Davis has complete the requirements of obtaining an Ohio EPA Wastewater collection Certification Class 1 licensure and completed his backhoe certification within the allotted time frame as defined by resolution 17-1835, adopted November 21, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Connor Davis, Sewer Maintenance Foreman, due to completing said requirements of obtaining and Ohio EPA Wastewater Collection Certification Class 1 and completing his backhoe certification, to \$26.50 per hour, effective pay period beginning January 19, 2019.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Connor Davis' Personnel file
OMB - Sue Spencer

Resolution

Number 19-0070

Adopted Date January 22, 2019

APPROVE LATERAL TRANSFER OF OLIVIA ELTER FROM THE POSITION OF PROTECTIVE SERVICES CASEWORKER I TO INVESTIGATIVE CASEWORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has requested the lateral transfer of Ms. Elter to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Olivia Elter from the position of Protective Services Caseworker I to Investigative Caseworker I within the Warren County Department of Job and Family Services, Children Services Division effective January 28, 2019, subject to remaining 365 day probationary period, ending September 16, 2019.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
O. Elter's Personnel file
OMB – Sue Spencer

Resolution

Number 19-0071

Adopted Date January 22, 2019

ACCEPT RESIGNATION OF DARLENE LABAROWSKI, CASHIER RECEPTIONIST,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE
FEBRUARY 6, 2019


BE IT RESOLVED, to accept the resignation of Darlene Labarowski, Cashier Receptionist, within
the Warren County Water and Sewer Department, effective February 6, 2019.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
D. Labarowski's Personnel File
OMB – Sue Spencer
Tammy Whitaker
Job Class 2085
T. Reier

Resolution

Number 19-0072

Adopted Date January 22, 2019

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

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

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Cashier/Receptionist" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 16, 2019.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB

Resolution

Number 19-0073

Adopted Date January 22, 2019

APPROVE APPOINTMENT TO THE MENTAL HEALTH RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES BOARD OF DIRECTORS

BE IT RESOLVED, to approve the following appointment to the Mental Health Recovery Services of Warren and Clinton Counties Board of Directors:

Tiffany Mattingly appointment to expire June 30, 2022
3502 Riverside Drive
Mason, Ohio 45040

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Mental Health Recovery Services (file)
Appointee
Appointments file
Laura Lander

Resolution

Number 19-0074

Adopted Date January 22, 2019

APPROVE AND ENTER INTO CONTRACT WITH FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES AND THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and enter into contract with Fishel Downey Albrecht & Riepenhoff LLP, on behalf of Warren County Emergency Services and the Warren County Sheriff's Office relative to legal services associated with human resource personnel management, civil service and public sector issues, labor relations and negotiations; as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: c/a—Fishel Downey Albrecht & Riepenhoff LLP
Emergency Services (file)
Sheriff (file)
T Zindel



CONTRACT FOR SERVICES FOR WARREN COUNTY, OHIO

THIS AGREEMENT, made this 22 day of January, 2019, by and between the Warren County Board of County Commissioners, on behalf of Warren County Sheriff's Office and Warren County Emergency Services Department, hereinafter "County," and Fishel Downey Albrecht & Riepenhoff LLP, New Albany, Ohio, hereinafter "Attorneys."

WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations, and such other and further matters that may affect or come before the County; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Fishel Downey Albrecht & Riepenhoff LLP, is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform services in assisting the County Sheriff's Office and Emergency Services Department as may be instructed by the County, including advice and services in order for the County to carry out his human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;



B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;

C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and

D. To provide any other necessary representation to the County's management personnel throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, civil service, or as otherwise directed.

ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the attorneys shall be on the basis of an hourly rate of one hundred ninety-five dollars (\$195.00) for all time expended by the Attorneys on behalf of the County. This contract is not to exceed the annual total compensation of the Prosecuting Attorney. The term of the contract shall be for a period beginning January 1, 2019 and ending December 31, 2021. The Attorneys shall be compensated for all necessary and reasonable costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed,



FISHEL DOWNEY
ALBRECHT & RIEPENHOFF LLP™
Attorneys at Law

7775 Walton Parkway
Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

construed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement, within legal limitations.

The parties agree that subsequent to the stated ending date of this Agreement, the Agreement and its terms shall remain in effect and automatically renew for successive thirty (30) day periods unless either party cancels this Agreement through the procedures stated herein.



**FISHEL DOWNEY
ALBRECHT & RIEPENHOFF LLP™**
Attorneys at Law

7775 Walton Parkway
Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

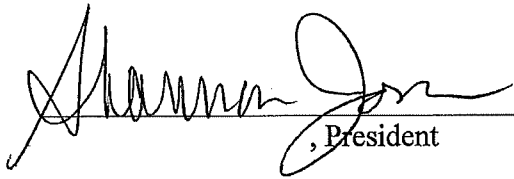
Executed on behalf of Attorneys:

FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP:



Marc A. Fishel 1/3/19
Date

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Shannon Jones, its President on the date stated below pursuant to Resolution No. 19-0074, dated 1/22/19.




, President 1/22/19
Date

APPROVED AS TO FORM:

DAVID P. FORNSHELL
WARREN COUNTY PROSECUTOR

By:



Assistant County Prosecutor

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 21346 Lebanon, Ohio Date 10/31/2018

Vendor Name Fishel Downey Albrecht & Riepenhoff Vendor # 77094 Fund # 101
 Street 7775 Walton Parkway Suite 200 Trans. Code _____ Subfund # _____
 City, State, Zip New Albany, OH 43054 Prog. Code _____ Function # 2850
 Remittance Address (Required) _____ Class. Code _____ Object # 400
 Street Same _____ Subaccount _____
 City, State, Zip _____

Memo _____ Total P.O. Amount \$ 10,000.00

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	Atty. Fees for Dispatch union matters for 2019	\$ 10,000.00

OFFICE OR DEPARTMENT Emergency Services SIGNATURE & TITLE [Signature], Director

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

It is hereby certified that the amount (\$ 10,000.00) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of EMS

County Commissioners (If Applicable)

Fund free from any obligation or certification now outstanding.
 Date Posted 1-1-2019
 By Donna Hammer Deputy MATT NOLAN, AUDITOR

Date Approved _____

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

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

OFFICES OF WARREN COUNTY, OHIO
PURCHASE ORDER - REQUISITION - CERTIFICATE

2019

ORDER NO. 25675

Lebanon, Ohio

Date 10/3/18

Vendor Name Fishel Downey Albrecht Ripenhoff
 Street 7775 Walton Parkway Ste 200
 City, State, Zip New Albany, OH 43054
 Remittance Address (Required)
 Street _____
 City, State, Zip _____

Vendor # 77094
 Trans. Code _____
 Prog. Code _____
 Class. Code _____

Fund # 101
 Subfund # _____
 Function # 2200 (D)
 Object # 400 410
 Subaccount _____

Memo 2019 Sheriff Attorney Fees

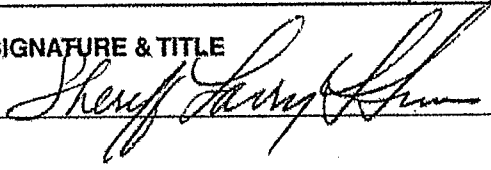
Total P.O. Amount \$7500.00

non blanket

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
1	Sheriff Attorney Fees	\$ 7500.00

OFFICE OR DEPARTMENT
WC50

SIGNATURE & TITLE


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

It is hereby certified that the amount (\$ 7500.00) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of

Sheriff
 Fund free from any obligation or certification now outstanding.
 Date Posted 10/1 2019
 By Jana Walker Deputy MATT NOLAN, AUDITOR

County Commissioners
 (If Applicable)

 Date Approved _____

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

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

ORIGINAL

Resolution

Number 19-0075

Adopted Date January 22, 2019

APPROVE EMERGENCY REPAIR OF THE NO. 1 VFD DRIVE AT THE FOSTER'S LIFT STATION AND APPROVE PURCHASE ORDER

WHEREAS, on December 31st, departmental personnel discovered that VFD drive number 1 to the Foster's Lift Station had failed; and

WHEREAS, the Foster's Lift Station serves the sanitary sewer customers of Kings Union, Morrow and east of the Little Miami river; and

WHEREAS, the internal cooling fan needs to be replaced; and

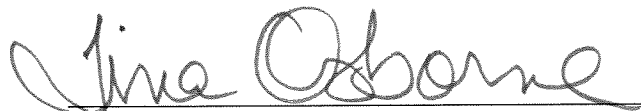
NOW THEREFORE BE IT RESOLVED, to declare an Emergency and approve Purchase Order to +Beckman Environmental Services in the amount of \$2,000.00 for the estimated costs associated with parts to replace the internal cooling fan for VFD number 1 at the Foster's Lift Station.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Water/Sewer (file)
OMB

Resolution

Number 19-0076

Adopted Date January 22, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH LEBANON CORRECTIONAL INSTITUTION


BE IT RESOLVED, to approve and authorize the President of the Board to sign the Local Support Agency Memorandum of Understanding with Lebanon Correctional Institution; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Lebanon Correctional Institution
Emergency Services (file)

**Local Support Agency Memorandum Of Understanding
With
Lebanon Correctional Institution (LeCI)**

Date: _____

The Ohio Department of Rehabilitation and Correction protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During the course of our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

I. Statement of Purpose

The purpose of this Memorandum of Understanding is to identify resources that can be made available by the Warren County Department of Emergency Services to the Lebanon Correctional Institution to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident, However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be available at all times.

NOTE: The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

II. Request for Assistance

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at 513-692-2525 and request the Supervisor or Operator in Charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).

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John R. Kasich, Governor
Gary C. Mohr, Director

- c. The location to which they are to respond.
 - d. The person to whom they are to report to upon arrival.
 - e. A contact name and number.
- C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Lebanon Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

- A. Call Lebanon Correctional Institution at 513-932-1211 and request for the Shift Commander in charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).
 - c. The location to which they are to respond.
 - d. The person to whom they are to report to upon arrival.
 - e. A contact name and number.

III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

- A. The Personnel Resource response by the agency to the prison is as follows:
 - 1. Director of Emergency Services
 - 2. Emergency Management Operations Manager
 - 3. LEPC Coordinator
 - 4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Command
- B. The Equipment Resource response by the agency to the prison is as follows:
 - 1. 800 MHZ Radios which include the Marcs and Warren County Systems
 - 2. Cellular Telephones

Ohio | Department of Rehabilitation & Correction

John R. Kasich, Governor
Gary C. Mohr, Director

C. The Support Services capabilities of the agency to the prison is as follows:

1. Acquisition Resources
2. On Scene Resource Coordination
3. Communication Coordination with Responders
4. Search & Rescue Coordination
5. Activation of County Emergency Operation Center
6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources

D. The agency utilizes the following radio frequencies:

Warren County operates on the Ohio MARCS system.

The Lebanon Correctional Institution resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Support Services capabilities of Lebanon Correctional to Warren County is as follows:

1. Lebanon Correctional Institution is able to provide additional man power by providing level 1 security inmates to assist with debris cleanup as the result of a natural disaster.
2. In the need of an emergency evacuation of the Warren County Jail Lebanon Correctional Institution is able to provide up to seven (7) – twelve (12) passenger transportation vans.

IV. Prison/Agency Responsibilities

The Incident Commander will designate an individual to coordinate the agency assistance and needs in response to the Critical Incident. This individual will coordinate all security and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support

Ohio | Department of Rehabilitation & Correction

John R. Kasich, Governor
Gary C. Mohr, Director

Agencies, a Unified Command structure may be established and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. In order to maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

V. Annual Review of the Memorandum of Understanding

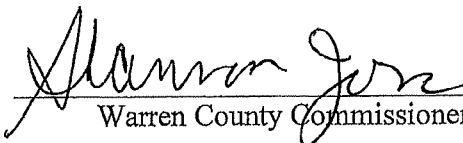
The Lebanon Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and employees shall not be liable to ODRC, its' employees, agents or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.

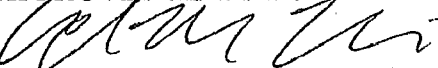
Chae Harris, Warden
Lebanon Correctional Institution

Date


Warren County Commissioner

11/22/19
Date

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 19-0077

Adopted Date January 22, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO LAYNE CHRISTENSEN COMPANY FOR RAR WATER TREATMENT PLANT FILTER REHABILITATION PROJECT

WHEREAS, bids were closed at 11:00 a.m., on November 8, 2018, and the bids received were opened and read aloud for the RAR Water Treatment Plant Filter Rehabilitation Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, Layne Christensen Company has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Layne Christensen Company, 6451 Germantown Road, Middletown, Ohio, for a total bid price of \$669,500.00; and


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

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 19-0078

Adopted Date January 22, 2019

ENTER INTO ANNUAL RENEWAL AND MAINTENANCE AGREEMENT WITH
GENCORE CANDEO, LTD ON BEHALF OF WARREN COUNTY
TELECOMMUNICATIONS

WHEREAS, the department will renew maintenance agreement with Gencore Candeo, Ltd. for Genwatch maintenance to maintain radio usage records; and


NOW THEREFORE BE IT RESOLVED, to enter into a maintenance agreement with Gencore Candeo, Ltd. on behalf of Warren County Telecommunications as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Gencore Candeo, Ltd.
Telecom (file)

Standard MTS Quotation (Maintenance & Total Support)

GenCore Candeco, Ltd. (aka The Genesis Group)

5800 Eagles Nest Blvd
Tyler, Texas, USA 75703
Main: 903 787 7400

www.genesisworld.com

Quotation - Mandy.Jentes@genesisworld.com

Purchase Order - Jamey.Whitley@genesisworld.com

Sales Representative: **MG**



For:	Warren County, OH	Attn:	Paul Kindell
Quotation Date:	1/9/2019	Quotation Valid Through:	3/10/2019
Client Account #:	0202	Quotation #:	WARREN01092019A
Renewal Term:	1-Year	Dates covered:	4/1/2019 - 3/31/2020

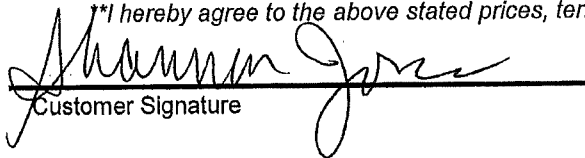
Summary - This proposal is for annual renewal of the support and maintenance agreement covering Genesis software products only. Price includes complete telephone and remote support or system analysis 8:00 am-5:00 pm Central Time, software updates and upgrades and after-hour emergency support for the specified term above. It does not cover training or hardware unless specifically noted. On-site work will be performed at a negotiated price for travel, lodging and meals.

	MTS Details	Qty	Each	Extended
1	GenWatch3 - OTA for P25 (primary) Basic Core plus: 1-Year Archiving, Affiliation, Channel Status, SAM/ CloneWatch, GenSPOut, Full Reports, System Summary, SysVista, Unlimited Talkgroups	1	6509	\$6,509
2	GenWatch3 - OTA for P25 (fail-over) SystemWatch replacement bundle Billed at 1/2 price due to serving as redundancy	1	2314	\$2,314
Totals..				\$8,823

Quotation Terms & Conditions

- PRICES:** All prices are expressed in U.S. Dollars and are payable in U.S. Dollars. Please make all checks and wire transfers payable to GenCore Candeco, Ltd. Contact Genesis for Bank Wire Transfer Instructions.
- TAXES:** The above quoted price does not include any applicable state or local taxes. If applicable, they will be calculated at the time of purchase and reflected on your invoice.
- PAYMENT TERMS:** Submit Purchase Order to: Jamey.Whitley@genesisworld.com Net 30 days. Please remit payment to: GenCore Candeco, Ltd., 5800 Eagles Nest Blvd., Tyler, Texas 75703
- SUPPORT:** Full Terms and Conditions for the Genesis Software Maintenance & Total Support Agreement are available upon request.

****I hereby agree to the above stated prices, terms and conditions set forth by The Genesis Group.****


Customer Signature

1/22/19
Date

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 19-0079

Adopted Date January 22, 2019

APPROVE COOPERATIVE AGREEMENT TO AUTHORIZE THE COUNTY ENGINEER TO COOPERATE WITH DEERFIELD TOWNSHIP ON A JOINT BRIDGE REPLACEMENT PROJECT

WHEREAS, the Warren County Engineer's Office is planning to make capital improvements to replace the Lily Drive Bridge #1023-0.17, in cooperation with Deerfield Township; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and will improve the public safety; and

WHEREAS, the Board of Deerfield Township Trustees agrees to have the Warren County Engineer's Office act as project manager; and

NOW THEREFORE BE IT RESOLVED, to enter into a cooperative agreement to authorize the County Engineer to cooperate with Deerfield Township for the construction of the Lily Drive Bridge #1023-0.17 Replacement Project. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Deerfield Twp.
Engineer (file)
Deerfield Township (file)

COOPERATION AGREEMENT
Lily Drive #1023-0.17 Bridge Replacement Project

THIS IS AN AGREEMENT made as of January 22, 2019 between The Warren County Board of County Commissioners ("County"), The Warren County Engineer ("County Engineer"), and Deerfield Township ("Township").

The County, the County Engineer, and the Township propose a project to replace a structure on Lily Drive ("Project"). The original structure was a culvert maintained by the Township, however based on the hydraulic analysis the new structure will become a County Engineer bridge. The purpose of the Project is to improve public safety and better serve the needs of the traveling public by replacing the deteriorated structure that is hydraulically under sized. The improvement also includes the relocation of a Warren County Water and Sewer Department water main.

The estimated cost of the Project is anticipated to be \$250,000.00. The water main relocation cost is anticipated to be \$10,000, leaving an estimated \$240,000 for the bridge construction cost. The County Engineer will be responsible for the water main relocation and will invoice the Warren County Water and Sewer Department at the completion of the Project for the cost associated with water main relocation. The parties acknowledge and agree that this is a reasonable cost estimate for the Project; however, the work must still be competitively bid.

The Township consents to the Project and agrees to cooperate in the Project by paying **50% (fifty percent)** of the estimated bridge construction cost. The County Engineer consents to the Project and agrees to cooperate in the Project by paying **50% (fifty percent)** of the estimated bridge construction cost. Funding to provide these services and acquisitions shall come from the County Engineer's Road and Bridge Fund and from the Township's General Fund.

The Township authorizes the County Engineer to be the lead for the Project. The County Engineer will act as the project manager, acquire necessary right-of-way, prepare and execute any and all documents required for right-of-way acquisition.

County Engineer shall be responsible to properly request, receive, and review construction bids. County Engineer will negotiate a fee and execute a construction contract to complete the work. County Engineer will administer the construction contract and/or any approved and properly executed amendments to the construction contract. After the work is performed, County Engineer shall coordinate review of the work by all necessary parties, and verify that the construction work invoiced has been completed and directly pay the construction fees. County Engineer will then invoice the Township for 50% of the cost for the bridge construction costs.

If County Engineer should receive any request from the contractors for changes/modification to the construction contract, County Engineer shall evaluate the proposed scope of work and the additional fee for the changes/modifications, prepare the appropriate Change Order and submit the Change Order to the Township for its review and approval. Said approval is not to be unreasonably withheld.

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by Shannen Jones, it's President on the date stated below, pursuant to Resolution No. 19-0079, dated 1/22/19.

RECOMMENDED BY: WARREN COUNTY ENGINEER	RECOMMENDED BY: WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
SIGNATURE: <u>Neil F. Tunison</u>	SIGNATURE: <u>Shannen Jones</u>
PRINTED NAME: Neil F. Tunison	PRINTED NAME: <u>Shannen Jones</u>
TITLE: County Engineer	TITLE: <u>President</u>
DATE: <u>1/11/2019</u>	DATE: <u>1/22/19</u>

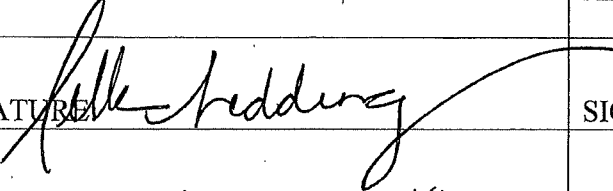
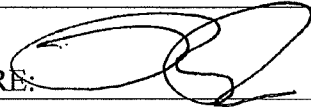
Prepared by:

DAVID R. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: Adam Nice
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, Ohio 45036
Ph. (513) 695-1399
Fx. (513) 695-2759
Email: Adam.Nice@co.warren.oh.us

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IN EXECUTION WHEREOF, Deerfield Township has caused this Agreement to be executed by _____, its _____ on the date stated below, pursuant to Resolution No. 1, dated 1.2.19.

DEERFIELD TOWNSHIP TRUSTEES	DEERFIELD TOWNSHIP ADMINISTRATOR
SIGNATURE: 	SIGNATURE: 
PRINTED NAME: <u>Lelle Luths Hedding</u>	PRINTED NAME: <u>Eric Reiners</u>
TITLE: <u>President, Deerfield Township Board of Trustees</u>	TITLE: <u>Administrator</u>
DATE: <u>1.2.19</u>	DATE: <u>1/2/19</u>

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Resolution

Number 19-0080

Adopted Date January 22, 2019

AUTHORIZE COUNTY ENGINEER TO EXECUTE CEAO-LPA BRIDGE LOAD RATING PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE LOAD RATING OF BUTTERWORTH ROAD BRIDGE #156-1.50 AND CONES ROAD BRIDGE #255-0.62 PROJECT (PID #108424)

WHEREAS, the Warren County Engineer determined that the Butterworth Road Bridge #150-1.50 over Salt Run and Cones Road Bridge #255-0.62 over Ertel Run needs to be load rated for Special Hauling Vehicles (SHV) and Emergency Vehicles (EV); and

WHEREAS, in 2018 the Warren County Engineer applied for and received CEAO-LPA Bridge Load Rating Funding administered by ODOT for the load ratings on Butterworth Road (Butterworth Road Bridge #156-1.50) between Sibcy Road and Maineville Road and Cones Road (Cones Road Bridge #255-0.62) between Adams Road and SR 48 to be performed and funded in 2019; and

WHEREAS, it is necessary to enter into an CEAO-LPA Bridge Load Rating Project Agreement with ODOT in order for the County Engineer to enter into an agreement with the Consultant to perform the load ratings and to reimburse the County Engineer for the CEAO-LPA share of the project costs, which is 50% of the eligible costs, up to a maximum of \$3,750.04; and


NOW THEREFORE BE IT RESOLVED, to Authorize the County Engineer to execute an CEAO-LPA Bridge Load Rating Project Agreement (Agreement # 33208 – as attached hereto and made a part hereof) with ODOT for the Butterworth Road Bridge #150-1.50 over Salt Run and Cones Road Bridge #255-0.62 over Ertel Run Load Rating (PID #108424).

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Ohio Department of Transportation
Engineer (file)

CEAO-LPA BRIDGE LOAD RATING PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Warren County Engineer, 210 West Main Street, Lebanon, Ohio 45036-2009, hereinafter referred to as the LPA.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies pursuant to Title 23 section 505 of the United States Code. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03(A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities as necessary to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The Special Hauling Vehicles ("SHV") Bridge Load Rating Project ("PROJECT") as detailed in Exhibit A attached hereto and incorporated herein, has been selected for funding, having received FHWA approved authorization.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and policies which are incorporated by reference in their entirety:
 - A. 2 CFR Part 200 (OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards);
 - B. Federal Funding Accountability and Transparency Act (FFATA) and
 - C. Ohio Bridge Design Manual, Section 900 "Bridge Load Rating"
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidance. This obligation is in addition to compliance with any law, regulation or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 7,500.08. ODOT shall provide to the LPA 50% percent of the eligible costs, up to a maximum of \$ 3,750.04 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager.
- 3.2 This Agreement operates on a reimbursement basis only. The costs must first be incurred by the LPA. Costs claimed for reimbursement are to be true costs incurred in executing the PROJECT

and are to be eligible, allowable allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.

- 3.3 Invoices for reimbursement may be submitted on a quarterly basis, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required by ODOT. For reporting purposes, quarters are defined as ending with the last day of the following months: December, March, June, and September.
- 3.4 Progressive invoices may be submitted for work completed during the previous month or period showing the actual accrued costs incurred and costs billed to date.
- 3.5 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the LPA with a clear statement regarding any specific cost ineligibility or inform the LPA of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- 3.6 Within thirty (30) days after completion of all work under this Agreement, the LPA shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.
- 3.7 All billing shall conform to ODOT Specifications for Consultant Services requirements and procedures. Any reimbursable travel-related expenses shall be paid in accordance with the requirements and rates as set forth in Rule 126-1-02 of the Ohio Administrative Code, as updated from time to time.
- 3.8 Request for reimbursement to the LPA and copies of all final reports shall be submitted to:

Jeff Shaner
Office of Local Projects
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

- 3.9 Payment or reimbursement to the LPA shall be submitted to:

Warren County Engineer
210 West Main Street
Lebanon, Ohio 45036-2009

4. OBLIGATIONS OF THE LPA

- 4.1 The LPA may engage the services of a consultant to perform the services noted in Exhibit A, attached hereto and incorporated herein as if fully rewritten, upon receipt of the "Authorization to Proceed" from the Project Manager.
 - A. The LPA shall require that any consultant is not subject to recovery under ORC Section 9.24; is an Active registrant on the Federal System for Award Management (SAM), and is not subject to debarment.
- 4.2 The LPA shall submit to ODOT a copy of all contracts and procurements with any one vendor or consultant. All such contracts and procurements shall be subject to the same laws, regulations, and policies that govern this agreement.

4.3 The LPA shall review all consultant invoices for the scoped services to ensure accuracy in both amount and in relation to the progress made. The LPA shall submit to ODOT a written request for reimbursement of the Federal share of the expenses involved, according to the cost sharing provisions of this Agreement, attaching copies of all source documentation associated with pending invoices or costs in accordance with the Funding Section noted above.

4.4 The LPA shall submit a final comprehensive annual activity report to ODOT no later than June 1, 2019. All final reports shall be accompanied by a properly documented final claim for reimbursement. Any final reports received after June 1 will result in a 10% deduction to the final claim for reimbursement. If any final report is received after July 1, 2019, the final claim will not be reimbursed unless an extension has been approved in writing by ODOT.

5. EXPIRATION AND TERMINATION PROVISIONS

5.1 This Agreement commences on the date of the last signature here to and shall expire on June 30, 2019. Upon expiration of this Agreement, the parties may renew this Agreement under the same terms and conditions stated herein. Such renewal shall be by written addendum executed by both parties evidencing their agreement to renew. Any renewal shall be subject to available funding and ORC Section 126.07.

5.2 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

5.3 In the event of termination, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

5.4 If in the event that any dispute arises between ODOT and the LPA concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of Transportation.

6. COMPLIANCE WITH LAWS

6.1 *Drug Free Workplace.* LPA agrees to comply with all applicable federal and state and local laws regarding drug-free workplaces and shall make a good faith effort to ensure that all employees and permitted consultants and subcontractors while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

6.2 Nondiscrimination.

A. In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include,

but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

B. The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

C. During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(1) *Compliance with Regulations:* The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) *Nondiscrimination:* The LPA, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) *Solicitations for Consultants, Contractors or Subcontractors, including Procurement of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential consultant, contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

(4) *Information and Reports:* The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ODOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information,

the LPA will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (5) *Sanctions for Noncompliance:* In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the LPA under the contract until the LPA complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6) *Incorporation of Provisions:* The LPA will include the provisions of paragraphs 6.2 (C)(1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request ODOT to enter into such litigation to protect the interests of ODOT, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

- 6.3 *Ohio Ethics Laws.* LPA agrees that if they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 6.4 *Trade.* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 6.5 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract,

grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

6.6 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

7. CERTIFICATION AND RECAPTURE OF FUNDS

7.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

7.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

8. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

8.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC Section 126.30.

8.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

9. NOTICE

9.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Neil F. Tunison, P.E., P.S.	Andrea Stevenson
Warren County Engineer	ODOT, Office of Local Programs
210 West Main Street	1980 W. Broad St., Mail Stop 3180
Lebanon, Ohio 45036-2009	Columbus, OH 43223
513-695-3301	614.644-8211
neil.tunison@co.warren.oh.us	Andrea.Stevenson@dot.ohio.gov

10. GENERAL PROVISIONS

- 10.1 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 10.2 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

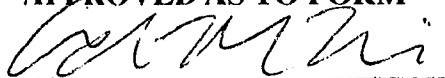
- 10.3 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available to the State by FHWA.

- 10.4 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 10.5 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 10.6 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 10.7 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 10.8 This Agreement and any attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are suspended by this Agreement. Neither this contract nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this Agreement must be made in a written amendment executed by both parties.
- 10.9 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf. Any party hereto may deliver a copy of its counterpart signature page to the Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

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

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jerry Wray Director
Date:	Date:

APPROVED AS TO FORM



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

EXHIBIT A

Structure File Number	Structure Type	SHV Load Rating, EV Load Rating, or Both	# of Hours (Load Rating Only)	Fee Per Hour	Total Fee for Structure
8333289	34A	Both	28	\$ 133.93	\$ 3,750.04
8334102	34A	Both	28	\$ 133.93	\$ 3,750.04
				Total Fee	\$ 7,500.08

Resolution

Number 19-0081

Adopted Date January 22, 2019

APPROVE REPLACEMENT OF BRIDGE WA 47-2.25 ON CORWIN ROAD UNDER
FORCE ACCOUNT

WHEREAS, there is need to rehabilitate structure WA 47-2.25 carrying Corwin Road over a
Guards Run in Wayne Township; and

WHEREAS, Neil F. Tunison, P.E., P.S., Warren County Engineer proposes to replace the
structure under force account; and

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor
and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of
the Ohio Revised Code is \$98,914.08 and under the cap of \$100,000 for a bridge; and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of
County Commissioners; and

NOW THEREFOR BE IT RESOLVED, to approve the construction of the bridge under force
account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0082

Adopted Date January 22, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A NON-PROFIT BOOTH AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Non-Profit Participation Contract for the Springboro Expo 2019 with the following institution, as attached hereto and made part hereof:

Springboro Area Chamber of Commerce
325 South Main Street
Springboro, Ohio 45066

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)

EXPO 2019 CONTRACT



PLEASE NOTE: Each business participating in EXPO must complete this entire Contract prior to registering and be a Chamber member in good standing.

PLEASE NOTE: Event set-up is required on Friday, March 9th, 4:30-8PM.

Exhibitor: Ohio Means Jobs Warren County

Main Contact Name: Michael Stern

Business Phone Number: 695-1534 Cell Phone Number: 937-748-8000

Email: sternm@ohioworkforce.com

Name of Person Working Booth: Michael Stern

Mobile of Person Working Booth: 937-478-8088

Email of Person Working Booth: _____

Exhibitor Booth has one table and two chairs. Extra tables can be rented at \$15 per table. Limit is 2 extra tables per booth - # of extra _____

Nonprofit Organizations are placed in the hallway by gymnasiums. Space comes with one table and two chairs. No additional tables are permitted due to space.

Would you like to be a EXPO Sponsor? Check the box below:

- Major-RESERVED
 Grand Prize-RESERVED
 Diamond/\$1000
 Platinum/\$500
 Gold/\$300
 Silver/\$150

What will you be displaying at EXPO?

Flyers, info, handouts

PLEASE NOTE: Booths with electricity. Power to booths is 110 volts only, no 220.

Door Prize: Each exhibitor must provide a door prize with a value of \$50 or greater. You will also need to provide supplies for your raffle including: Entry forms, pens, and a container to collect the entries. Exhibitor draws a winner and contacts them during or after the event. Entry forms can be used as lead following the event.

Please note: no coupons or discounts permitted.

Please list your Door Prize: Gift Card

EXPO 101 Breakfast—Thursday, February 7th, 7:30-9:00 AM at Heatherwoode. Attendance at the EXPO 101 Breakfast is strongly recommended for all Exhibitors and is a must for first time participants. This is an informational session that is designed to help exhibitors to understand how the event works, and to answer any questions you may have. A full-sized booth will be set up, and the "Trick of the Tradeshow" Presentation will be offered. This is also an excellent networking opportunity!

The EXPO 101 Breakfast is \$12 if you pay on this form and \$14 online. Please read Exhibitor Rules and Regulations Page on back and provide signature.

For Office Use Only:

- Business
 (booth in gymnasium)
 Nonprofit
 (hallway table only)

Date: _____

Booth # _____

Booth Cost \$ _____

Extra Table \$ _____

Sponsorship \$ _____

Breakfast \$ _____

Total \$ _____

Payment:

- Check # _____
 Credit Card
 Cash
 Billed

Page 2 Rules Page

- Signed by Exhibitor

Kid's Activity?

- Yes No

List EXPO 101 Breakfast Attendees:

Exhibitor Rules & Regulations:

1. **Booth Ownership:** Each booth is assigned and rented by one business ONLY. Booth owners are not permitted to sublet their booth, or share space with another business owner.
2. **EXPO Times:** Hometown EXPO 'That Spring Thing' on will be held on **Saturday, March 9 between 10:00 AM and 3:00 PM at Springboro High School.** All Exhibitors must be present and ready at booth by 9:00 AM on event day.
3. **Set Up Times:** Exhibitors are required to set up on **Friday, March 8 between 4:30 PM and 8:00 PM.** Doors will open to Exhibitors for final touch up of exhibits on Saturday, March 9 at 8:00 AM.
4. **Booth Supervision:** Please do not leave your booth unattended. Volunteers will be available throughout the event to give bathroom breaks to single owners. We recommend each exhibitor has at least two people working the booth during the event.
5. **Exhibits:** Each Exhibitor will install an attractive display. Please note the following points:
 - Please stay inside your booth parameters. No wandering solicitation will be permitted. Meet and network with other Exhibitors.
 - Hand lettered signage is not permitted.
 - Displays must be confined within the boundaries of the booth, and not interfering with the sight line of neighboring booths.
 - All materials must conform to fire regulations.
 - Exhibits may NOT use water or other materials that could damage the school flooring.
 - No live pets are permitted in the building and thus are not permitted as part of exhibits.
 - No sound-emitting devises other than audio visual equipment is permitted. Sound/lighting must not disturb neighboring booths.
6. **School Regulations:** Please remember that we are using a Springboro Community City Schools District building. We ask that Exhibitors do not bring alcohol, tobacco products, drugs, or any item deemed unsuitable for use within a school building.
7. **End of Event:** Event ends at 3:00 PM. This contract specifically prohibits the Exhibitor from dismantling, or removing an exhibit before 3:00 PM. **Any exhibitor closing their booth early will be charged a \$100 fine, and may be barred from future events.** All items must be completely removed by 5:00 PM. Trash bags will be provided, but all trash removal, including table covers and signage, is the responsibility of the booth owner.
8. **Cancellation by Exhibitor:** Exhibitors must cancel their booth by **Friday, February 1** to receive a full refund. **PLEASE NOTE: Sponsorship dollars are non-refundable.**
9. **Cancellation by the Chamber:** If for any reason the Chamber shall fail to open EXPO 2019, due to strikes, fires, casualties, acts of God, or other causes beyond the Chamber's control, then it shall not be in any manner financially liable to the Exhibitor.

Exhibitor Statement: I have read the EXPO 2019 rules and agree to comply. Print Name: Shannen Jones
Signed: [Signature] Date: 1/22/19

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



01/17/2019 15:08
chasma

Warren County, OH
PURCHASE ORDER CURRENT LIST

P 1
pomaintn

Purchase Order Type: Normal Fiscal Yr/Per 2019/01 PO# 00026620
 Batch CNVX PO Date 01/01/2019
 Requisition 00026620
 Department Code OMJ OHIO MEANS JOBS
 Allocation Code 00000000
 Buyer ID munis Chasteen, Melodi A.
 Needed By Date
 General Commodity
 Vendor 072216 SPRINGBORO CHAMBER OF COMMERCE
 325 SOUTH MAIN ST
 SPRINGBORO, OH 45066
 ERROR - 100
 Ship To Address
 Ship To Reference
 Shipping Method
 Bill To Address ERROR - 100
 PO Description
 Special Handling None Status Printed Distribution 1
 Total PO Amount \$100.00
 Liquidated \$ 0.00
 Open Encumbrance \$100.00

Line Item Details

Line	001	Commodity	Req	Qty	1.00	UOM	EACH	Unit Price	100.00000
%Disc	0.00	Credit	0.00	0.00	Freight	0.00	Sales Tax	0.00	0.00
Line Item Total								\$100.00	
Qty Received	0.00						Liquidated	\$ 0.00	
Qty Canceled	0.00						Canceled	\$ 0.00	
Line Item Open Encumbrance								\$100.00	

Description
REGISTRATION FOR 2019 SPRING BORO EXPO
\$100

Department OMJ 1099 Box Fixed Asset N Needed By
Quote Bid
Work Order: Task:

Allocation Details	Org	Obj	Proj	Description	Encumbered Amt	Bud
	22585800	5910		OTHER EXPENSE	\$100.00	A
				Liquidated	\$ 0.00	
				Canceled	\$ 0.00	
				Allocated Open Encumbrance	\$100.00	

** END OF REPORT - Generated by Chasteen, Melodi A. **

Resolution

Number 19-0083

Adopted Date January 22, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A NON-PROFIT BOOTH AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Non-Profit Participation Contract for the Let's Lebanon Expo with the following institution, as attached hereto and made part hereof:


Lebanon Area Chamber of Commerce
212 N. Broadway, Ste. 2
Lebanon, Ohio 45036

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)



2019 LET'S LEBANON! A COMMUNITY AFFAIR

REGISTRATION – CONTRACT

March 2, 2019 – 8:30 AM to 1:00 PM

Sponsor Registration: 1/7 to 1/11

Open Registration: 1/12 to 2/16

Please send your registration via email to info@lebanonchamber.org. All Sponsors qualify for early registration and the opportunity to choose a premium booth location.

Sponsorship Level (Choose a level below)

\$1,000 Diamond Sponsor (6 available)

- Recognized in event publicity and news releases, including Chamber emails promoting the event
- Logo posted on website event page
- Featured Business recognition in a Chamber E-Newsletter
- Social media recognition (Facebook, Instagram, Twitter, LinkedIn) including at least 2 boosted Event posts
- Premium booth location includes; 16'x 8' size
- Special Signage on booth at event

\$500 Gold Sponsor (9 available)

- Recognized in event publicity and news releases, including Chamber emails promoting the event
- Logo posted on website event page
- Featured Business recognition in a Chamber E-Newsletter
- Social media recognition (Facebook, Instagram, Twitter, LinkedIn)
- Premium booth location includes; 10'x 8' size
- Special Signage on booth at event

No Sponsorship (Select a booth type below)

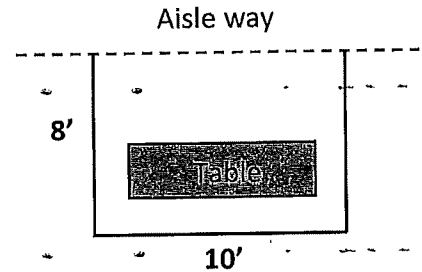
Exhibitor Booth with electric (10' x 8')

- Chamber Member - \$200
- Non-Member - \$250

Exhibitor Booth no electric (10' x 8')

- Chamber Member - \$150
- Non-Member - \$200

Non-Profit - \$75; *Limited number of spaces available.*



SAMPLE BOOTH LAYOUT

* **Not a Chamber Member yet? Join the Chamber before March 1, 2019 and put your booth cost towards your Chamber**

Membership dues for 2019!

* Note that all booths include: Pipe and drape, six-foot table, tablecloth, and two chairs.

Each business participating in the Expo must complete the entire contract and submit full payment at the time of registration.

Business Name: Ohio Means Jobs Main Contact Name: Matt Feltz
 Phone No.: 695-3032 Mobile No: 535-9714 Email: feltzm@ohiomeworks.com
 Contact Name Working the Booth: Michael Stern Mobile No: 937 478 8088
 Please describe your exhibit: Info Booth

Please describe your electrical needs: None

NOTE: Exhibit booths with electricity will be assigned one outlet and one extension cord; 110-volt service only, no 220.

DOOR PRIZE: As an exhibitor, each business must provide at least one prize worth \$25 or more to be raffled at your booth by your business. The exhibitor is responsible for supplying everything needed for the raffle (i.e. entry forms, pens, etc.). The exhibitor draws a winner(s) at a time of his or her choosing and contacts the winner. Entry forms can be used for business leads after the event.

Door prize: Gift Card

EXHIBITOR RULES AND REGULATIONS

1. Exhibit ownership: Each booth is rented by and assigned to one business. Exhibitors are not permitted to sublet their booth or share their space with another business owner.
2. Expo Times: The Lebanon Expo will be held on **Saturday, March 2, 2019 from 8:30 AM to 1:00 PM at the Lebanon High School**. All Exhibitors shall be present and operate their booth from **8:30 AM-1:00 PM**. This contract specifically prohibits the exhibitor from dismantling or removing items from his exhibit before 2:00 PM.
3. Set-Up Times: Exhibitors are required to set up on **Friday, March 1, 2019 between 4:30 PM – 8:30 PM**. Early arrivals for set up will not be allowed. On Saturday, March 2, doors will open to exhibitors at 7:30 AM for final preparations.
4. Booth Supervision: All booths must be staffed by 8:00 AM and must have at least one person supervising the booth until 1:00 PM. Volunteers will be available throughout the day to give short breaks to solo booth owners.
5. Exhibits must be attractive and non-offensive. Please note the following conditions:
 - a. Direct sales are allowed only within the confines of your booth. No wandering sales.
 - b. Booths with electricity are assigned one socket only. Exhibitors may use one splitter. No power strips allowed.
 - c. Electricity may not be shared with other booths.
 - d. No hand-made signs are allowed. Signage must look professional.
 - e. Displays must be confined to the booth and may not infringe on your neighbors. This includes lighting and audio/visual elements as well.
 - f. All booths and materials must conform to fire code regulations.
 - g. Exhibits may not use water or fire or other materials that could damage flooring.
 - h. No live pets allowed in the building.
6. Lebanon High School regulations must be followed: Exhibitors are guests of Lebanon High School. Please do not bring alcohol, tobacco products, drugs, weapons or any other items deemed unsuitable for a school campus. Gambling is also prohibited on school grounds.
7. End of Event: Expo ends at 1:00 PM. This contract strictly prohibits dismantling booths before 1:00 PM. Please be courteous to the custodial staff and take your materials and supplies with you. **All items must be completely removed by 3:00 PM**. Materials left behind will be discarded.
8. Cancellation by Exhibitor: Exhibitors who cancel their contract on or before February 16, 2018 can receive a full refund. No monies will be refunded for cancellations after February 16. **Please note: Sponsorship dollars are not refundable.**
9. Cancellation by the Chamber: Should the Chamber need to cancel the Event for any reason beyond its control, such as but not limited to acts of God, fire, tornado, inclement weather and/or act of terrorism, the Chamber will not be held financially liable to the exhibitor.

The Lebanon Area Chamber of Commerce reserves the right to:

1. Remove any exhibit or part thereof that is not suitable for the family-friendly, professional event. No refund will be given.
2. Remove any exhibitor or his representative who is acting in a disruptive, disrespectful manner or not adhering to the rules and regulations.

LIABILITY: Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

EXHIBITOR AGREEMENT: I have read and understand the rules and regulations for the 2018 Lebanon Expo and agree to comply.

Signature: Shannon Jones
Print Name: Shannon Jones

APPROVED AS TO FORM
Date: _____
Keith W. Anderson
Asst. Prosecuting Attorney

FOR OFFICE USE ONLY:

Date Registered: _____

Booth # Requested: _____

Booth # Assigned: _____

Electric

Total Cost: _____

Payment Method:

- Check Number: _____
- Credit Card (processed online)
- Cash



01/17/2019 15:09
chasma

Warren County, OH
PURCHASE ORDER CURRENT LIST

P 1
pomaintn

Purchase Order	Type: Normal	Fiscal Yr/Per	2019/01	PO#	00026622
Batch	CNVX	PO Date	01/01/2019		
Requisition	00026622				
Department Code	OMJ				OHIO MEANS JOBS
Allocation Code	00000000				Chasteen, Melodi A.
Buyer ID	munis				
Needed By Date					
General Commodity					
Vendor	001556				LEBANON CHAMBER OF COMMERCE 212 N BROADWAY SUITE 2 LEBANON, OH 45036
Ship To Address					ERROR - 100
Ship To Reference					
Shipping Method					
Bill To Address					ERROR - 100
PO Description					
Special Handling	None	Status Printed		Distribution	1
Total PO Amount		\$75.00			
Liquidated		\$ 0.00			
Open Encumbrance		\$75.00			

Line Item Details

Line 001	Commodity					75.00000
Req	Qty	1.00	UOM EACH	Unit Price		0.00
%Disc	0.00 Credit	0.00	Freight	0.00 Sales Tax		
			Line Item Total	\$75.00		
Qty Received	0.00		Liquidated	\$ 0.00		
Qty Canceled	0.00		Canceled	\$ 0.00		
			Line Item Open Encumbrance	\$75.00		

Description
2019 LEBANON BUSINESS EXPO \$75

Department OMJ 1099 Box Fixed Asset N Needed By
Quote Bid
Work Order: Task:

Allocation Details	Proj	Description	Encumbered Amt	Bud
Org Obj				
22585800 5910		OTHER EXPENSE	\$75.00	A
		Liquidated	\$ 0.00	
		Canceled	\$ 0.00	
		Allocated Open Encumbrance	\$75.00	

** END OF REPORT - Generated by Chasteen, Melodi A. **

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0084

Adopted Date January 22, 2019

APPROVE AND ENTER INTO A LEASE AGREEMENT WITH THE WARREN COUNTY SOIL & WATER

BE IT RESOLVED, to approve and authorize the President of the Board to execute a lease agreement with Warren County Soil & Water; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Soil and Water
Soil & Water (file)
OMB - S. Spencer

OFFICE SPACE LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 22 day of January, 2019, by and between the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 ("Lessor") and The Warren County Soil & Water Conservation District, whose mailing address is 320 East Silver Street, Lebanon, Ohio (Lessee), for the use of office space in the daily administration.

The terms and obligations of this agreement shall be as follows:

- 1) Pursuant to Ohio Revised Code § 307.09, Lessor hereby leases and rents to the Lessee a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2019, to December 31, 2019.
- 2) Pursuant to Ohio Revised Code § 1515.08 (H), Lessee hereby leases and rents from the Lessor a portion of the premises located as 320 East Silver Street, Lebanon, Ohio 45036, consisting of approximately 2,100 square feet (previously occupied and identified as the Treasurer's Office Area), for the period of January 1, 2019, to December 31, 2019.
- 3) Lessee shall pay as rent for the premises located at 320 East Silver Street, Lebanon, Ohio, 45036 an annual rent of \$8,697.48, payable at \$724.79 monthly.
- 4) Lessee shall have exclusive use of the premises as described and for purposes stated above, in its present condition, reasonable wear and tear excepted. Lessee shall also be entitled to use the parking lot facility on a first come first serve basis, and in the event no parking spaces should be available which may occur from time to time, this occurrence or occurrences shall not be a breach of this agreement.
- 5) Lessor shall provide to the premises at no additional charge to the Lessee all property insurance, all utilities, except telephone, and maintenance and janitorial services as required.
- 6) Premises shall not be sublet or assigned to any other entity without prior written consent of either party.
- 7) No material or structural alterations of the premises shall be made without prior approval of either party, except those made at the direction of the Lessor for maintenance and/or safety purposes.
- 8) In the event of any breach of this agreement, either party hereto shall have right to terminate this lease in accordance with state law and the Lessor will have the right to re-enter and claim possession of the premises, in addition to such other remedies available to the Lessor, as the property owners, arising from said breach.

9) This agreement shall be binding and inure to the benefit of the parties, their successors, assigns and personal representatives.

10) Lessor's Execution:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this agreement to be executed by its President, on the date stated below, pursuant to Resolution No. 19-0084 dated 1/22/19

LESSOR:

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 1/22/19

11) Lessee's Execution:

IN EXECUTION WHEREOF, the Warren County Soil & Water Conservation District has caused this agreement to be executed by Jeff Thomas, whose title is Director, on the date stated below, pursuant to the authority granted by approved motion.

LESSEE:

WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT

SIGNATURE: [Signature]

PRINTED NAME: Jeff Thomas

TITLE: Director

DATE: 09 January 2019

APPROVED AS TO FORM:

[Signature]
By: Asst. Prosecutor

Resolution

Number 19-0085

Adopted Date January 22, 2019

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

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

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

Resolution

Number 19-0086

Adopted Date January 22, 2019

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

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

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0087

Adopted Date January 22, 2019

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
JANUARY 24, 2019

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
January 24, 2019.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

Resolution

Number 19-0088

Adopted Date January 22, 2019

SET PUBLIC HEARING TO CONSIDER TEXT AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE TO AMEND VARIOUS SECTIONS INITIATED BY THE BOARD OF COUNTY COMMISSIONERS

BE IT RESOLVED, to set the public hearing (Case #2018-04) to consider text amendments initiated by the Board of County Commissioners to amend the following Sections to the Warren County Rural Zoning Code:

Administrative Procedures

–Sections: 1.204.4, 1.303.5(C), 1.303.5(D), 1.303.6, 1.304.6(A), 1.304.6(B), 1.305.4(A), 1.305.4(B), 1.305.10(A), 1.306.1, 1.306.3, 1.306.5, 1.307.4, 2.202, 2.203(A), 1.312

Mixed Use Zone (MXU) Regulations

–Sections: 2.407.3(B), 2.407.5, 2.407.7

Wedding Facility, Event Center

–Sections: 2.205, 3.206.17, 4.103

Community Facilities & Essential Services

–Sections: 2.201, 2.205, 3.205, 3.206.12-3.206.16, 4.103

Caretaker Dwelling

–Sections: 3.206, 3.207.1, 3.208(A), 4.103

Residential Principal Buildings

–Sections: 3.203.1

Access Management

–Sections: 3.304, 4.103

BE IT FURTHER RESOLVED, that said public hearing to will be held February 12, 2019, at 9:15 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio; and

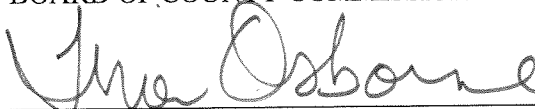
BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least (10) days prior to said public hearing.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to
cc: RPC
RZC (file)
Text Amendment file
Bruce McGary
Township Trustees

Resolution

Number 19-0089

Adopted Date January 22, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN CREEKSIDE AT RIVER'S BEND SITUATED IN HAMILTON TOWNSHIP

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

BOND RELEASE

Bond Number	:	13-007 (P/S-M)
Development	:	Creekside at River's Bend
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$80,365.90
Surety Company	:	Platte River Ins. Co. (#41246313)

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, Attn: C. Kehling, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
Platte River Ins. Co., P.O. Box 5900, Madison, WI 53705
Engineer (file)
Bond Agreement file

Resolution

Number 19-0090

Adopted Date January 22, 2019

APPROVE WHISPERING CREEK COURT AND CROOKED RIVER COURT IN CREEKSIDE AT RIVER'S BEND FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Whispering Creek Court and Crooked River Court has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1564-T	Whispering Creek Court	0'-29'-0"	0.226
1565-T	Crooked River Court	0'-29'-0"	0.103

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton 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.

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

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

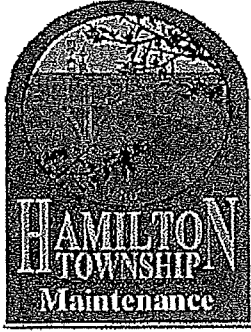
Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



9/7/2018

Warren County Engineers Office
c/o Jason Fisher/Sheliah Withrow
105 Markey Road
Lebanon, Ohio 45036

Dear Mr. Fisher/Ms. Withrow,

**HAMILTON TOWNSHIP
ROAD DEPARTMENT**

Brent Centers - Administrator
Kenny Hickey -
Public Works Director
Don Pelfrey - Road Supervisor
Chris Walker - Mechanic

8373 Maineville Road
Hamilton Township, Ohio 45039

Phone: (513) 683-5360
Fax: (513) 683-5917

=====

**HAMILTON TOWNSHIP
ELECTED OFFICIALS**

Darryl Cordrey - Trustee
Joe Rozzi - Trustee
Joe Walker - Trustee
Jim Hunter - Fiscal Officer

7780 South State Route 48
Hamilton Township, Ohio 45039

Phone: (513) 683-8520
Fax: (513) 683-4325

=====

Hamilton Township does hereby accept the roads for maintenance within the following development, based upon your letter stating that all items compiled in the punch list have been taken care of. To have had their final inspection by your office and our Public Works Director; found to be in compliance with all requirements, set forth by the County Engineer's Office and Hamilton Township's Public Works Director.

This would include, Creekside at River's Bend, that has been required to be released by your department, in the unincorporated area of Hamilton Township.

If you have any questions feel free to contact the office.

Sincerely,

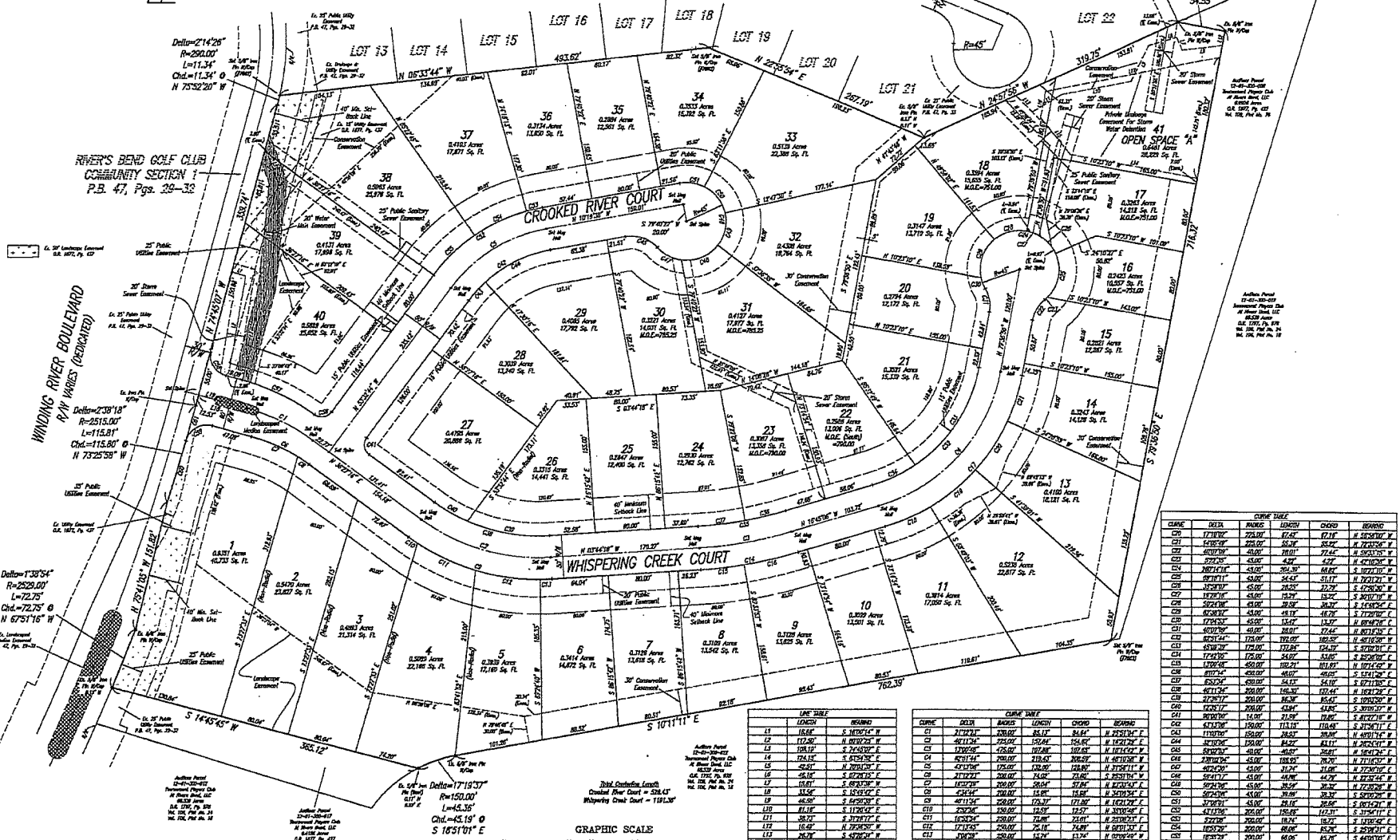
Hamilton Township
Public Works Director

Kenny Hickey

NOTE: THIS PLAN IS SUBJECT TO THE RECORDS OF THE COUNTY OF OHIO RECORDS.

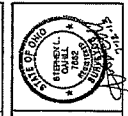
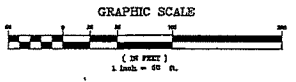
**RIVER'S BEND GOLF CLUB
COMMUNITY SECTION 2
P.B. 47, Pg. 33**

WATER STONE LANE



CLINE	DECR	INCHES	CHORD	CHORD	BEARING
C01	1717.00	272.00	67.62	67.62	N 51.5000° W
C02	1485.00	222.00	55.39	55.39	N 72.350° W
C03	800.00	45.00	11.01	11.01	N 50.000° E
C04	225.00	45.00	4.24	4.24	N 42.000° E
C05	1871.00	45.00	20.39	20.39	N 10.000° W
C06	1871.00	45.00	20.39	20.39	N 10.000° W
C07	1871.00	45.00	20.39	20.39	N 10.000° W
C08	1871.00	45.00	20.39	20.39	N 10.000° W
C09	1871.00	45.00	20.39	20.39	N 10.000° W
C10	1871.00	45.00	20.39	20.39	N 10.000° W
C11	1871.00	45.00	20.39	20.39	N 10.000° W
C12	1871.00	45.00	20.39	20.39	N 10.000° W
C13	1871.00	45.00	20.39	20.39	N 10.000° W
C14	1871.00	45.00	20.39	20.39	N 10.000° W
C15	1871.00	45.00	20.39	20.39	N 10.000° W
C16	1871.00	45.00	20.39	20.39	N 10.000° W
C17	1871.00	45.00	20.39	20.39	N 10.000° W
C18	1871.00	45.00	20.39	20.39	N 10.000° W
C19	1871.00	45.00	20.39	20.39	N 10.000° W
C20	1871.00	45.00	20.39	20.39	N 10.000° W
C21	1871.00	45.00	20.39	20.39	N 10.000° W
C22	1871.00	45.00	20.39	20.39	N 10.000° W
C23	1871.00	45.00	20.39	20.39	N 10.000° W
C24	1871.00	45.00	20.39	20.39	N 10.000° W
C25	1871.00	45.00	20.39	20.39	N 10.000° W
C26	1871.00	45.00	20.39	20.39	N 10.000° W
C27	1871.00	45.00	20.39	20.39	N 10.000° W
C28	1871.00	45.00	20.39	20.39	N 10.000° W
C29	1871.00	45.00	20.39	20.39	N 10.000° W
C30	1871.00	45.00	20.39	20.39	N 10.000° W
C31	1871.00	45.00	20.39	20.39	N 10.000° W
C32	1871.00	45.00	20.39	20.39	N 10.000° W
C33	1871.00	45.00	20.39	20.39	N 10.000° W
C34	1871.00	45.00	20.39	20.39	N 10.000° W
C35	1871.00	45.00	20.39	20.39	N 10.000° W
C36	1871.00	45.00	20.39	20.39	N 10.000° W
C37	1871.00	45.00	20.39	20.39	N 10.000° W
C38	1871.00	45.00	20.39	20.39	N 10.000° W
C39	1871.00	45.00	20.39	20.39	N 10.000° W
C40	1871.00	45.00	20.39	20.39	N 10.000° W
C41	1871.00	45.00	20.39	20.39	N 10.000° W
C42	1871.00	45.00	20.39	20.39	N 10.000° W
C43	1871.00	45.00	20.39	20.39	N 10.000° W
C44	1871.00	45.00	20.39	20.39	N 10.000° W
C45	1871.00	45.00	20.39	20.39	N 10.000° W
C46	1871.00	45.00	20.39	20.39	N 10.000° W
C47	1871.00	45.00	20.39	20.39	N 10.000° W
C48	1871.00	45.00	20.39	20.39	N 10.000° W
C49	1871.00	45.00	20.39	20.39	N 10.000° W
C50	1871.00	45.00	20.39	20.39	N 10.000° W
C51	1871.00	45.00	20.39	20.39	N 10.000° W
C52	1871.00	45.00	20.39	20.39	N 10.000° W
C53	1871.00	45.00	20.39	20.39	N 10.000° W
C54	1871.00	45.00	20.39	20.39	N 10.000° W
C55	1871.00	45.00	20.39	20.39	N 10.000° W
C56	1871.00	45.00	20.39	20.39	N 10.000° W
C57	1871.00	45.00	20.39	20.39	N 10.000° W
C58	1871.00	45.00	20.39	20.39	N 10.000° W
C59	1871.00	45.00	20.39	20.39	N 10.000° W
C60	1871.00	45.00	20.39	20.39	N 10.000° W
C61	1871.00	45.00	20.39	20.39	N 10.000° W

LINE	LENGTH	BEARING
L1	18.00	S 10.000° W
L2	17.00	N 80.000° W
L3	15.00	S 75.000° E
L4	14.00	S 60.000° E
L5	13.00	N 30.000° E
L6	12.00	S 15.000° E
L7	11.00	S 5.000° E
L8	10.00	S 1.000° E
L9	9.00	S 0.500° E
L10	8.00	S 0.250° E
L11	7.00	S 0.125° E
L12	6.00	S 0.062° E
L13	5.00	S 0.031° E
L14	4.00	S 0.016° E
L15	3.00	S 0.008° E
L16	2.00	S 0.004° E
L17	1.00	S 0.002° E
L18	0.50	S 0.001° E



CREEKSIDE AT RIVER'S BEND

Scale: 1" = 60'
G.R. (Geometric Reference)
D.P. (Datum Point)

RECORD PLAT

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
11100 Woodloch Forest Dr., Suite 100
Columbus, Ohio 43240
614.881.1111
www.abercombie.com

Resolution

Number 19-0091

Adopted Date January 22, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH FISCHER DEVELOPMENT COMPANY FOR PROVIDENCE, SECTION FOUR SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

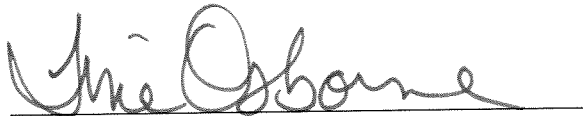
Bond Number	:	16-019 (W/S)
Development	:	Providence, Section Four
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$20,021.73
Surety Company	:	RLI Insurance Company (CMS0293631)

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

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

Resolution

Number 19-0092

Adopted Date January 22, 2019

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN REGENCY PARK, SECTION 9, BLOCK 'B' SITUATED IN HAMILTON TOWNSHIP.

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

BOND RELEASE


Bond Number	:	12-001 (P-M)
Development	:	Regency Park, Section 9, Block 'B'
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$16,247.80
Surety Company	:	Platte River Ins. Co. (41242283)

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, C. Kehling, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
Platte River Ins. Co., P.O. Box 5900, Madison, WI 53705
Engineer (file)
Bond Agreement file

Resolution

Number 19-0093

Adopted Date January 22, 2019

APPROVE A SIDEWALK BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN REGENCY PARK, SECTION 9, BLOCK 'B' SITUATED IN HAMILTON TOWNSHIP

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

BOND RELEASE

Bond Number	:	12-001 (S)
Development	:	Regency Park, Section 9, Block 'B'
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$15,431.00
Surety Company	:	Platte River Insurance Co. (41242285)

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, C. Kehling, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
Platte River Ins. Co., P.O. Box 5900, Madison, WI 53705
Engineer (file)
Bond Agreement file

Resolution

Number 19-0094

Adopted Date January 22, 2019

APPROVE HUNTINGTON DRIVE AND HAYBROOKE DRIVE IN THE REGENCY PARK, SECTION 9, BLOCK 'B' FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

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

Street Number	Street Name	Street Width	Street Mileage
1463-T	Huntington Drive	0'-29'-0'	0.056
2495-T	Haybrooke Drive	0'-29'-0'	0.029

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton 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.

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

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

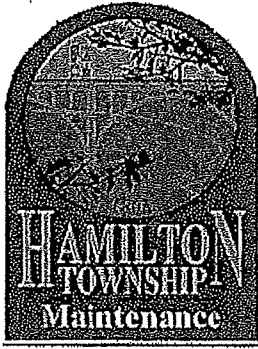
Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



1/9/2019

Warren County Engineers Office
c/o Jason Fisher/Sheliah Withrow
105 Markey Road
Lebanon, Ohio 45036

Dear Mr. Fisher/Ms. Withrow,

**HAMILTON TOWNSHIP
ROAD DEPARTMENT**

Brent Centers - Administrator
Kenny Hickey -
Public Works Director
Don Pelfrey - Road Supervisor
Chris Walker - Mechanic

8373 Maineville Road
Hamilton Township, Ohio 45039

Phone: (513) 683-5360
Fax: (513) 683-5917

Hamilton Township does hereby accept the roads for maintenance within the following development, based upon your letter stating that all items complied in the punch list have been taken care of. To have had their final inspection by your office and our Public Works Director; found to be in compliance with all requirements, set forth by the County Engineer's Office and Hamilton Township's Public Works Director.

This would include, ~~Regency Park Section 9B~~ and 11A, that has been required to be released by your department, in the unincorporated area of Hamilton Township.

If you have any questions feel free to contact the office.

Sincerely,

Hamilton Township
Public Works Director

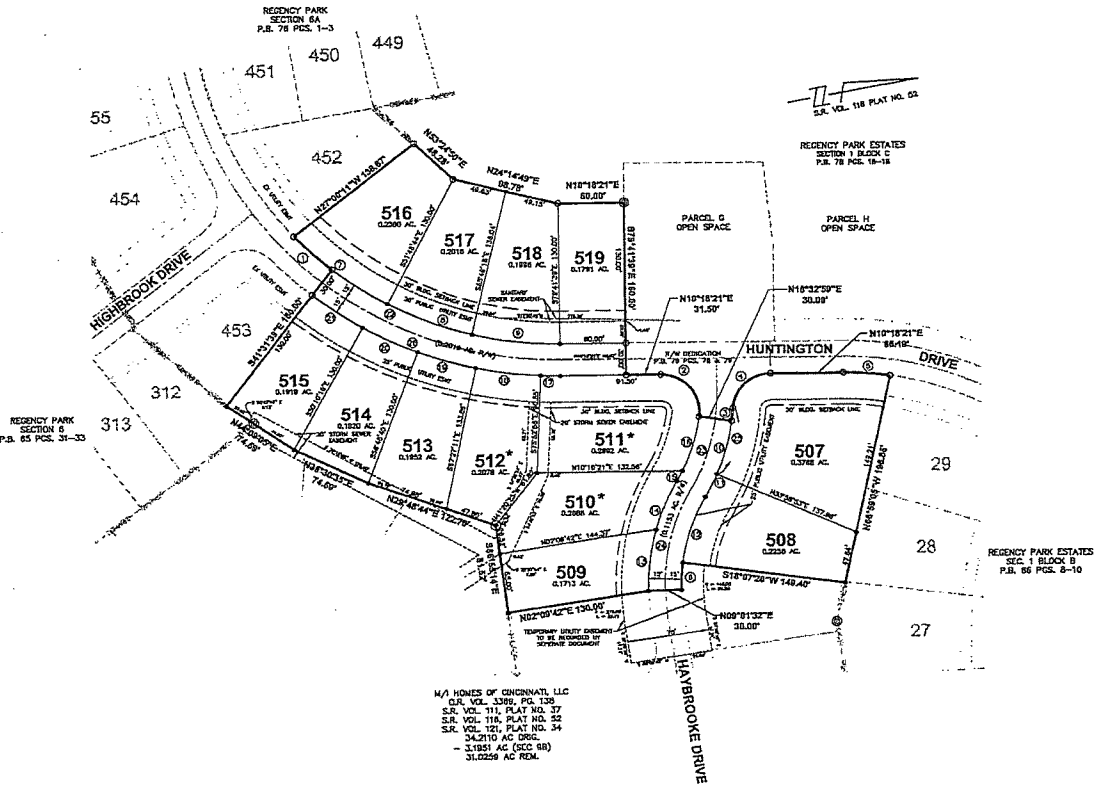
Kenny Hickey

**HAMILTON TOWNSHIP
ELECTED OFFICIALS**

Darryl Cordrey - Trustee
Joe Rozzi - Trustee
Joe Walker - Trustee
Jim Hunter - Fiscal Officer

7780 South State Route 48
Hamilton Township, Ohio 45039

Phone: (513) 683-8520
Fax: (513) 683-4325



*THE MINIMUM OPENING ELEVATIONS (MOE) SHOWN HEREON ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR REGENCY PARK SECTION 9B DATED SEPTEMBER 6, 2011; AND REQUIRE PROPER DRAINAGE AWAY FROM THE FOUNDATION.

FINAL FIRST FLOOR ELEVATIONS AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN AND THE GRADING AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.

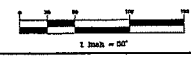
MOE	LOT
826.2	510 ALONG LOT LINE 510/511
826.2	511
827.0	512 ALONG LOT LINE 511/512

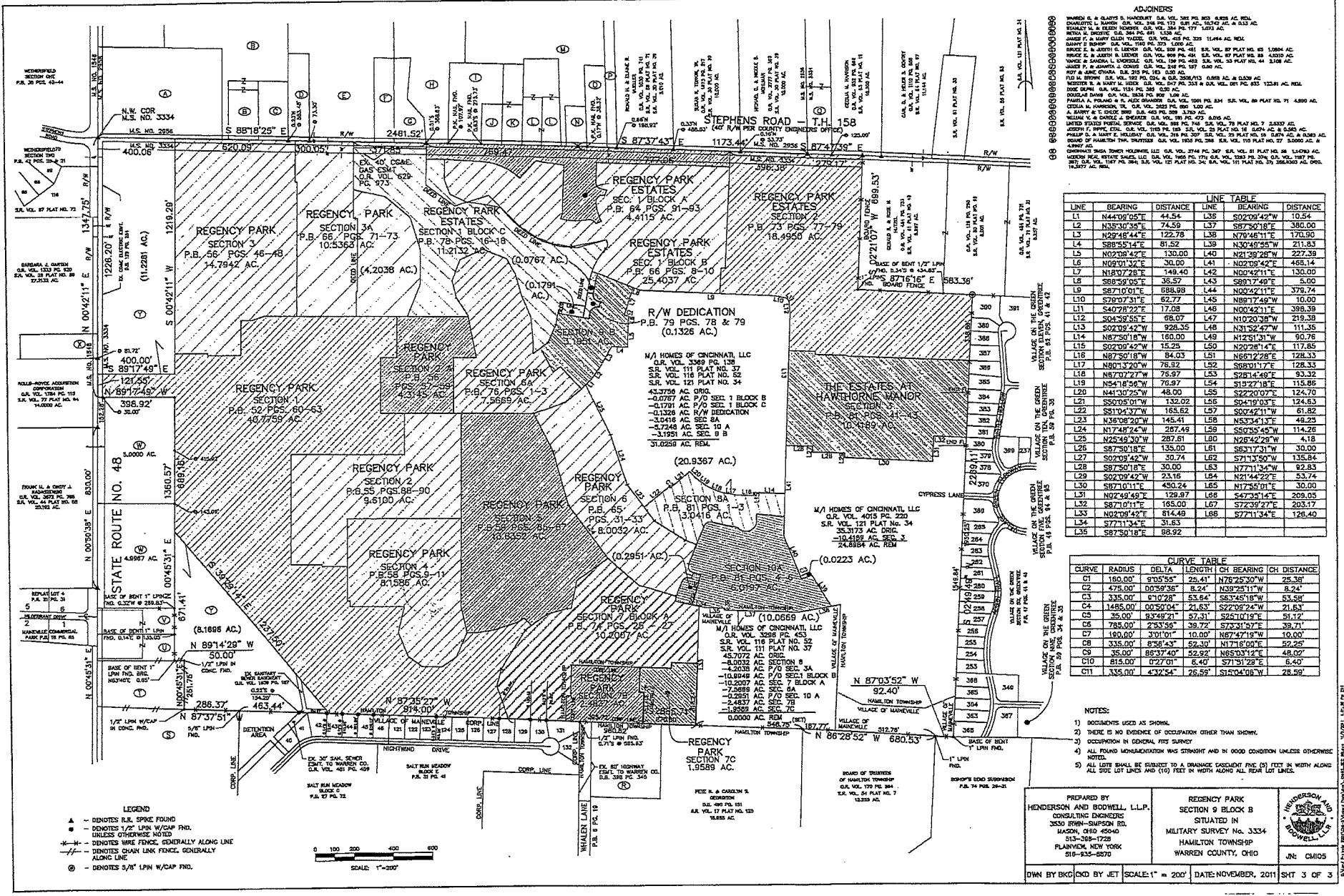
FOR BENCHMARK, GRADING AND STORM DRAINAGE INFORMATION SEE THE ABOVE REFERENCED IMPROVEMENT PLANS.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH DISTANCE
1	48.47	338.00	788.72	N82°28'32"E	48.30
2	60.01	33.00	881.37	N80°28'40"E	52.83
3	121.11	180.00	348.28	S67°17'15"E	121.18
4	50.17	338.00	1808.82	N82°43'07"W	47.48
5	42.90	288.00	817.25	N14°37'04"E	42.85
6	75.41	180.00	139.38	N70°25'30"E	75.38
7	108.28	338.00	1813.80	N47°18'17"E	108.11
8	81.81	338.00	1430.84	N61°10'58"E	81.71
9	81.71	338.00	1338.21	N17°43'57"E	81.61
10	91.77	180.00	1822.84	S70°45'47"E	91.65
11	23.88	180.00	712.08	S80°25'04"E	23.87
12	86.97	180.00	2335.32	S80°25'44"E	86.89
13	67.82	180.00	1721.98	S72°20'18"E	67.68
14	49.34	180.00	1432.48	S48°18'24"E	49.21
15	18.21	180.00	240.46	S80°45'36"E	18.01
16	32.02	180.00	1808.74	S82°00'47"E	32.48
17	17.91	368.00	2748.45	N11°42'43"E	17.91
18	80.07	368.00	2728.45	N17°49'47"E	80.00
19	58.07	368.00	1808.07	N82°00'47"E	58.09
20	58.08	368.00	838.30	N83°30'46"E	58.00
21	33.62	368.00	838.30	N44°09'03"E	33.60
22	223.15	368.00	3809.30	N82°23'27"E	223.88
23	57.84	178.00	1833.14	S49°00'47"E	57.26
24	38.22	178.00	3200.22	S48°43'44"E	38.84
25	53.04	180.00	1800.24	N85°04'17"W	53.07
26	243.14	368.00	3811.00	S29°23'21"E	239.67

- NOTES:
- INDICATES 1/2" IRON PIN W/ CAP SET PER R/W DEDICATION P.B. 79 PGS. 78-79 PER SEC. 6 BLOCK A P.B. 76 PGS. 1-3 PER SEC. 9 P.B. 85 PGS. 31-33 PER SEC. 1 BLOCK B P.B. 86 PGS. 8-10
 - ⊙ INDICATES 1" IRON PIN WITH CAP SET PER SEC. 1 BLOCK B P.B. 86 PGS. 8-10 PER SEC. 6 P.B. 85 PGS. 31-33
 - INDICATES 3/8" IRON PIN WITH CAP TO BE SET, UNLESS OTHERWISE NOTED.
 - ⊕ INDICATES 1" IRON PIN WITH CAP TO BE SET.
 - DOCUMENTS USED: AS SHOWN.
 - THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
 - OCCUPATION IN GENERAL FITS SURVEY.
 - ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 - ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FIVE (5) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND TEN (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.
 - ALL LOTS SHALL PROVIDE TWO (2) UNOBSTRUCTED, OFF STREET PARKING SPACES, EXCLUSIVE OF GARAGE PARKING.
 - ALL LOTS SHALL BE SUBJECT TO A 4 FEET MINIMUM SIDEYARD SETBACK/ 10 FEET TOTAL FOR BOTH SIDES AND 20 FEET MINIMUM REAR YARD SETBACK.

PREPARED BY HENDERSON AND BODWELL, L.L.P. CONSULTING ENGINEERS 3330 IRWIN-SIMPSON RD. MASON, OHIO 45040 513-386-1728 PLAINVIEW, NEW YORK 516-615-8870	REGENCY PARK SECTION 9 BLOCK B SITUATED IN MILITARY SURVEY No. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO	
DWN BY BNG	CKD BY JET	SCALE: 1" = 50'
DATE: NOVEMBER, 2011		SHT 2 OF 3





ADJOINERS

BRUNER & JAY'S B. HANCOCK D.E. VOL. 387 PG. 382 AC. 3.82 AC. 1.83 AC.
 SHARLEY M. B. REYNOLDS S.E. VOL. 334 PG. 177 1.05 AC.
 BAILEY F. ROYCE D.E. VOL. 388 PG. 151 1.50 AC.
 JAMES F. A. HARTY OLLEN TRICIDE D.E. VOL. 387 PG. 325 11.44 AC. 8.81 AC.
 JAMES H. BERRY D.E. VOL. 387 PG. 326 1.00 AC.
 BRUCE E. H. JAY'S B. HANCOCK D.E. VOL. 387 PG. 481 8.61 AC. 87.97 AC. 8.1039 AC.
 PRINCE F. B. ADAM'S B. JOHNSON D.E. VOL. 388 PG. 461 8.61 AC. 87.97 AC. 8.1039 AC.
 VANICE & SANDRA L. SMOCKER D.E. VOL. 387 PG. 323 8.61 AC. 87.97 AC. 8.1039 AC.
 RICKY W. SMITH D.E. VOL. 387 PG. 323 8.61 AC. 87.97 AC. 8.1039 AC.
 ROY & LINDA PHOENIX D.E. VOL. 387 PG. 323 8.61 AC. 87.97 AC. 8.1039 AC.
 FRED L. STONEY D.E. VOL. 388 PG. 461 8.61 AC. 87.97 AC. 8.1039 AC.
 WALTER E. B. HARTY B. JAY'S B. HANCOCK D.E. VOL. 387 PG. 323 8.61 AC. 87.97 AC. 8.1039 AC.
 PAULA J. HANCOCK D.E. VOL. 387 PG. 323 8.61 AC. 87.97 AC. 8.1039 AC.
 DONALD DAVIS D.E. VOL. 388 PG. 461 8.61 AC. 87.97 AC. 8.1039 AC.
 JAMES H. BERRY D.E. VOL. 387 PG. 323 8.61 AC. 87.97 AC. 8.1039 AC.
 M. HANCOCK D.E. VOL. 387 PG. 323 8.61 AC. 87.97 AC. 8.1039 AC.
 WILLIAM W. B. CORNELL B. JOHNSON D.E. VOL. 387 PG. 473 8.00 AC.
 UNITED STATES FEDERAL SERVICE D.E. VOL. 388 PG. 164 8.61 AC. 87.97 AC.
 JUDITH P. ROYCE D.E. VOL. 387 PG. 151 1.50 AC.
 PAULIE P. B. ADAM'S B. JOHNSON D.E. VOL. 388 PG. 461 8.61 AC. 87.97 AC.
 DONOR OF HAMILTON TWP. TRUSTEES D.E. VOL. 193 PG. 398 8.61 AC. 110.00 AC. 27.0000 AC. & 4.0000 AC.
 GIBBY'S CONCRETE TOWER HOLDINGS LLC D.E. VOL. 274 PG. 307 8.61 AC. 110.00 AC. 27.0000 AC. & 4.0000 AC.
 MARY J. BERRY D.E. VOL. 387 PG. 323 8.61 AC. 87.97 AC. 8.1039 AC.
 GIBBY'S CONCRETE TOWER HOLDINGS LLC D.E. VOL. 274 PG. 307 8.61 AC. 110.00 AC. 27.0000 AC. & 4.0000 AC.

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N44°09'05"E	44.54	L36	S22°08'42"W	10.84
L2	N35°30'38"E	74.50	L37	S87°50'18"E	380.00
L3	N42°48'44"E	122.78	L38	N70°46'11"E	170.90
L4	S85°54'14"E	81.52	L39	N30°49'55"W	211.83
L5	N02°18'42"E	130.00	L40	N41°39'28"W	227.39
L6	S40°18'22"E	177.08	L41	N02°09'42"E	455.14
L7	N18°12'28"E	149.40	L42	N00°48'11"E	130.00
L8	S68°59'05"E	35.57	L43	S89°17'49"E	5.00
L9	S87°10'01"E	688.88	L44	N00°42'11"E	379.74
L10	S79°07'31"E	62.77	L45	N89°17'49"W	10.00
L11	S40°18'22"E	177.08	L46	N00°42'11"E	389.39
L12	S04°52'55"E	68.07	L47	N00°20'38"W	219.38
L13	S02°18'42"E	928.35	L48	N31°52'47"W	111.35
L14	N87°50'18"E	160.00	L49	N12°51'31"W	90.76
L15	S02°18'42"E	15.25	L50	N20°28'14"E	117.85
L16	N87°50'18"E	34.03	L51	N66°17'28"E	128.33
L17	N80°13'70"E	75.97	L52	S66°01'17"E	128.33
L18	N67°02'27"E	75.97	L53	S28°14'48"E	93.32
L19	N54°18'50"E	76.97	L54	S19°27'18"E	115.86
L20	N41°30'25"W	48.00	L55	S22°20'07"E	124.70
L21	S60°15'01"W	132.02	L56	S04°19'03"E	124.63
L22	S81°04'17"W	165.62	L57	S02°09'42"E	81.82
L23	N36°08'20"W	145.41	L58	N63°14'13"E	48.25
L24	N17°48'24"W	287.49	L59	S50°55'45"W	114.26
L25	N25°49'30"W	287.81	L60	N26°42'29"W	4.18
L26	S87°50'18"E	130.00	L61	S63°17'31"W	30.00
L27	S02°18'42"E	30.74	L62	S11°33'50"W	135.84
L28	S87°50'18"E	30.00	L63	N17°11'54"W	92.83
L29	S02°18'42"E	23.16	L64	N21°44'22"E	53.74
L30	S87°10'11"E	450.24	L65	N17°52'01"E	30.00
L31	N02°49'49"E	129.97	L66	S47°35'14"E	209.03
L32	S87°10'11"E	165.00	L67	S72°39'27"E	203.17
L33	N67°02'27"E	814.49	L68	S77°11'34"E	126.40
L34	S77°11'34"E	31.63			
L35	S87°50'18"E	86.92			

CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CH DISTANCE
C1	160.00'	9°55'55"	25.41'	N76°25'30"W	25.36'
C2	475.00'	00°59'36"	8.24'	N39°28'11"W	8.24'
C3	335.00'	5°10'28"	53.64'	S63°45'18"W	53.58'
C4	1485.00'	00°59'04"	71.63'	S22°59'24"W	21.63'
C5	35.00'	83°49'21"	57.31'	S23°01'18"E	57.31'
C6	75.00'	2°33'56"	39.72'	S73°31'57"E	39.71'
C7	190.00'	3°01'01"	10.00'	N87°47'19"W	10.00'
C8	335.00'	8°58'43"	52.30'	N17°18'00"E	52.25'
C9	35.00'	86°37'40"	52.92'	N65°03'42"E	48.00'
C10	615.00'	0°27'01"	8.40'	S71°31'22"E	8.40'
C11	335.00'	4°32'54"	26.59'	S16°04'08"W	26.59'

NOTES:

- 1) DIMENSIONS USED AS SHOWN.
- 2) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
- 3) OCCUPATION IN GENERAL FITS SURVEY.
- 4) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- 5) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE CASING PIPE (8" FEET IN WIDTH ALONG ALL SIDE LOT LINES AND (10" FEET IN WIDTH ALONG ALL REAR LOT LINES).

PREPARED BY
HENDERSON AND BODWELL, L.L.P.
 CONSULTING ENGINEERS
 3550 IRWIN-QUINSON RD.
 MASON, OHIO 45040
 513-368-1728
 PLAINVIEW NEW YORK
 919-835-8870

REGENCY PARK
 SECTION 9 BLOCK B
 SITUATED IN
 MILITARY SURVEY NO. 3334
 HAMILTON TOWNSHIP
 WARREN COUNTY, OHIO

JN: CMDS

DWN BY BIG DCK BY JET SCALE: 1" = 200' DATE: NOVEMBER, 2011 SHT 3 OF 3

I hereby certify that the foregoing is a true and correct copy of the original plat as filed in the office of the Hamilton Township Engineer.

Resolution

Number 19-0095

Adopted Date January 22, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN REGENCY PARK, SECTION 11A SITUATED IN HAMILTON TOWNSHIP

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

BOND RELEASE

Bond Number	:	14-016 (P/S-M)
Development	:	Regency Park, Section 11A
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$73,277.62
Surety Company	:	Argonaut Ins. Co. (SUR0024532)

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, C. Kehling, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
Argonaut Insurance Co., P.O. Box 469011, San Antonio, TX 78246
Engineer (file)
Bond Agreement file

Resolution

Number 19-0096

Adopted Date January 22, 2019

APPROVE HABBIN DRIVE, HAYBROOKE DRIVE, AND HEALY DRIVE IN THE REGENCY PARK, SECTION 11A FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

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

Street Number	Street Name	Street Width	Street Mileage
1559-T	Habbin Drive	0'-29'-0'	0.052
2495-T	Haybrooke Drive	0'-29'-0'	0.143
2496-T	Healy Drive	0'-29'-0'	0.029

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton 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.

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

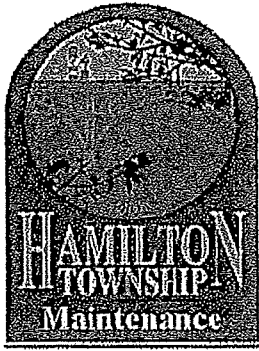
Mr. Young – absent
Mrs. Jones – yea
Mr. Grossmann – yea

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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



1/9/2019

Warren County Engineers Office
c/o Jason Fisher/Sheliah Withrow
105 Markey Road
Lebanon, Ohio 45036

Dear Mr. Fisher/Ms. Withrow,

**HAMILTON TOWNSHIP
ROAD DEPARTMENT**

Brent Centers - Administrator
Kenny Hickey --
Public Works Director
Don Pelfrey - Road Supervisor
Chris Walker -- Mechanic

8373 Maineville Road
Hamilton Township, Ohio 45039

Phone: (513) 683-5360
Fax: (513) 683-5917

**HAMILTON TOWNSHIP
ELECTED OFFICIALS**

Darryl Cordrey - Trustee
Joe Rozzi - Trustee
Joe Walker - Trustee
Jim Hunter - Fiscal Officer

7780 South State Route 48
Hamilton Township, Ohio 45039

Phone: (513) 683-8520
Fax: (513) 683-4325

Hamilton Township does hereby accept the roads for maintenance within the following development, based upon your letter stating that all items compiled in the punch list have been taken care of. To have had their final inspection by your office and our Public Works Director; found to be in compliance with all requirements, set forth by the County Engineer's Office and Hamilton Township's Public Works Director.

This would include, ~~Regency Park Section 9B and 11A~~, that has been required to be released by your department, in the unincorporated area of Hamilton Township.

If you have any questions feel free to contact the office.

Sincerely,

Hamilton Township
Public Works Director

Kenny Hickey Jr
Kenny Hickey

OWNERS CONSENT AND DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARVS 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, SEWERALS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THIS 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, STORMWATER DISPOSAL, AND FOR THE ERECTION OF CLIPPING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR FOR PROVIDING INGRESS AND EGRESS USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROMOVING INGRESS 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, DUNE ENERGY, CINCINNATI BELL, TELEPHONE CO., THE WARREN CABLE & THE WARREN COUNTY COMMISSIONERS.

THE UNDERSIGNED FURTHER STATES THAT TO THE BEST OF HIS KNOWLEDGE ALL PERSONS AND CORPORATIONS INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LIENHOLDERS HAVE UNITED IN ITS EXECUTION.

AS TO ALL: MI HOMES OF CINCINNATI, LLC
NAME: Lisa Edelman
WITNESS: Lisa Edelman, Notary Public

STATE OF OHIO, COUNTY OF WARREN
BE IT REMEMBERED THAT ON THIS 13th DAY OF OCTOBER 2014
I, LISA EDELMAN, A NOTARY PUBLIC IN AND FOR SAID COUNTY
AND STATE, PERSONALLY CAME MI HOMES OF CINCINNATI, LLC BY DEBRA
WILLIAMS, AREA PRESIDENT, WHO ACKNOWLEDGED THE SIGNING AND
EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THIS DAY
AND DATE ABOVE WRITTEN.
9-22-13
MY COMMISSION EXPIRES



Table with columns LOT # and BIDWELL #. Lists lots 280 through 303.

SECTION 11A AREA SUMMARY
LOTS: 6.7288 AC
RHW: 0.3711 AC
TOTAL: 6.9999 AC

LENGTH OF ROADWAY PLATTED
HAYBOOD DRIVE: 751.07
HEBLY DRIVE: 155.07
WADSWORTH DRIVE: 270.07

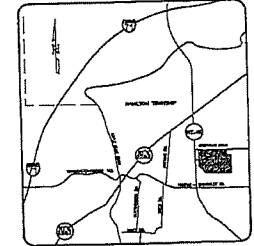
DEED REFERENCE
SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO CONTAINING A TOTAL OF 6.9999 ACRES OF THE 43.3789 ACRES TRACT CONVEYED TO MI HOMES OF CINCINNATI, LLC AS DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 3349, P. 134, RECORDS OFFICE, WARREN COUNTY, OHIO.

SUBJECT TO HOMEOWNERS RESTRICTIONS
PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND LIENS SET FORTH IN THE DECLARATION, BY-LAWS AND ARTICLES OF INCORPORATION FOR REGENCY PARK HOMEOWNERS ASSOCIATION (D.A. 2008, P. 15) AND IS SUBJECT TO ALL SUBSEQUENT RECORDED AMENDMENTS AND SUPPLEMENTS.

RECORD PLAT
REGENCY PARK
SECTION 11A

CONTAINING 5.9999 ACRES
LOCATED IN
VIRGINIA MILITARY SURVEY NO. 3334
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

AUGUST, 2014



VICINITY MAP NOT TO SCALE

Table listing lots and acreage: OLD 17-34-127-034 20.7367 ac, NEW 17-34-128-025 Lot 563, NEW 17-34-129-026 Lot 564, NEW 17-34-128-027 Lot 565, NEW 17-34-128-028 Lot 566, NEW 17-34-129-029 Lot 567, NEW 17-34-128-040 Lot 568, NEW 17-34-129-041 Lot 569, NEW 17-34-129-042 Lot 570, NEW 17-34-128-043 Lot 571, NEW 17-34-129-044 Lot 572, NEW 17-34-128-045 Lot 573, NEW 17-34-129-046 Lot 574, NEW 17-34-128-047 Lot 575, NEW 17-34-128-048 Lot 576, NEW 17-34-129-049 Lot 577, NEW 17-34-185-001 Lot 578, NEW 17-34-185-002 Lot 579, NEW 17-34-185-003 Lot 580, NEW 17-34-185-004 Lot 581, NEW 17-34-185-005 Lot 582, NEW 17-34-180-007 Lot 583, NEW 17-34-180-008 Lot 584, NEW 17-34-180-009 Lot 585, NEW 17-34-180-010 Lot 586, NEW 17-34-180-011 Lot 587, NEW 17-34-180-012 Lot 588, NEW 17-34-170-012 Lot 589, NEW 17-34-000-008 0.8711 ac in 2/4, RCH 17-34-127-050 14.7367 ac

OWNER/DEVELOPER
MI HOMES OF CINCINNATI, LLC
1649 WATERSTONE BOULEVARD
CINCINNATI, OHIO 45240
(513) 244-4000

COUNTY COMMISSIONERS
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THE 11th DAY OF OCTOBER 2014

Signatures of County Commissioners: David South, Alan Lewis

DRAINAGE STATEMENT
UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON NEAR LOT LINES AND A EIGHT (8) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMBINE LINE BEING THE CENTERLINE OF SAID EASEMENT. THE EASEMENT AREA SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITHIN THE EASEMENT, NO STRUCTURE, PLANTING, FENCING, CULTIVAT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RESTRA, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

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 INSPECT THE TRACT, AND IN ACCORDANCE WITH SECTION 108.06 OF THE OHIO REVISION CODE, MAY REMOVE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 108.06 OF THE OHIO REVISION CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION UNLAWFULLY IMPOSING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DEVELOPERS PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER OR THEIR AGENT RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE CHANNELS WITHIN ALL DRAINAGE BASINS AND FOR THE PURPOSES OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAIN, DRAINAGE 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 BUMP MAINS AND CURBS FOR PRIVATE DRIVEWAYS. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN IN THE 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 OWNERS HERBY NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THIS PLAT.

THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING STORM SEWER, STRUCTURES, DIRECTION/VENTRATION BASINS, AND BUMP MAINS.

COUNTY RECORDER
FILE NO: 2014-03726
RECORDED ON THE 13th DAY OF October 2014 AT 08:54
RECORDED ON THE 13th DAY OF October 2014 AT 03:14
RECORDED IN PLAT BOOK NO. 50, PAGES 13, 14, 15

COUNTY AUDITOR
TRANSFORMED ON THE 15 DAY OF OCTOBER 2014

COUNTY ENGINEER
I HEREBY APPROVE THIS PLAT ON THE 9th DAY OF OCTOBER 2014

COUNTY SANITARY ENGINEER
I HEREBY APPROVE THIS PLAT ON THE 9th DAY OF October 2014

WARREN COUNTY REGIONAL PLANNING COMMISSION
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 22nd DAY OF October 2014

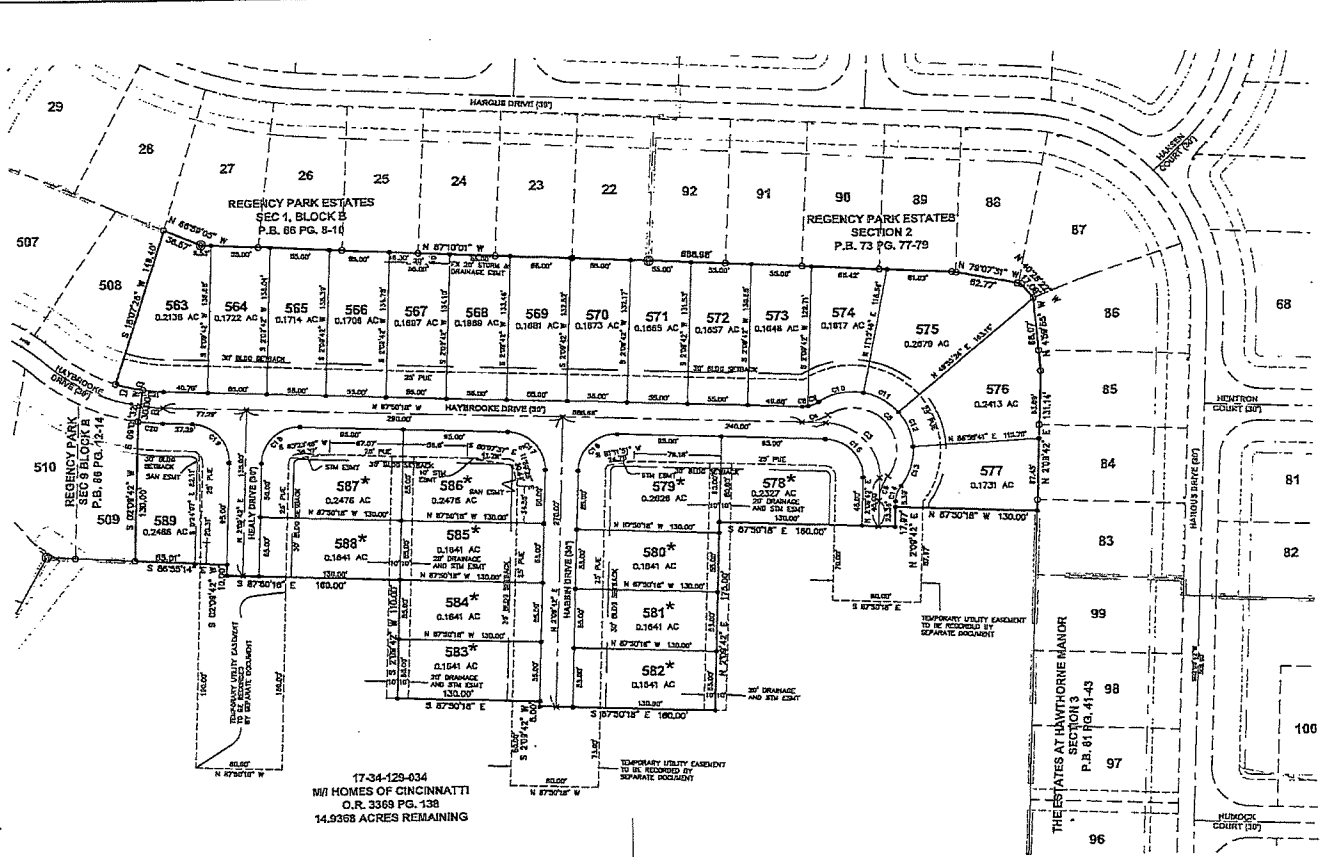
HAMILTON TOWNSHIP ZONING INSPECTOR
I HEREBY APPROVE THIS PLAT ON THE 9th DAY OF October 2014

CERTIFICATE OF SURVEYOR
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION ON 7/24/14 AND THAT ALL MEASUREMENTS AND LOT CORNER MARKS WILL BE SET AS SHOWN.



Joseph F. Charlson, Professional Surveyor No. 8003, DATE:

Logos for Evans CivilPro Engineers, LLC and Regency Park Section 11A. Includes address: 3330 Arlio-Simpson Road, Warren, Ohio 45440, (513) 233-1723. Also includes 'CKD BY' and 'DATE: 8/28/14'.



CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH DISTANCE
C1	26.41	160.00	9.9324°	S78°25'30"E	23.36
C2	20.97	175.00	6.9131°	S84°24'30"E	20.95
C3	78.54	35.00	87.0000°	N42°00'00"W	70.71
C4	24.09	40.00	35.7133°	N74°19'52"E	24.49
C5	112.82	40.00	161.005°	N42°00'00"W	78.84
C6	24.09	40.00	35.7133°	S16°59'52"W	24.40
C7	44.58	100.00	19.2746°	S78°51'24"E	44.43
C8	3.16	28.00	11.5070°	N89°14'41"E	3.15
C9	10.40	25.00	23.4232°	N89°24'52"E	10.32
C10	42.80	50.00	44.4537°	S79°30'28"W	41.81
C11	37.10	80.00	38.4438°	S82°24'51"W	36.48
C12	35.67	25.00	37.9117°	N81°02'07"W	34.05
C13	36.21	55.00	40.5933°	N17°24'38"E	36.36
C14	15.90	25.00	35.7133°	N18°28'28"W	15.31
C15	54.69	35.00	90.0000°	N42°00'00"W	49.00
C16	54.69	35.00	90.0000°	S42°00'00"W	49.00
C17	54.69	35.00	90.0000°	N42°00'00"W	49.00
C18	54.69	35.00	90.0000°	S42°00'00"W	49.00
C19	54.69	35.00	90.0000°	N42°00'00"W	49.00
C20	22.78	100.00	6.7181°	N86°24'23"W	22.75
C21	16.17	100.00	6.7181°	S86°24'23"E	16.10

17-34-129-034
M/R HOMES OF CINCINNATI
O.R. 3369 PG. 138
14.9588 ACRES REMAINING

- NOTES:
- 1) ○ - DENOTES 5/8" IRON PIN W/CAP SET PER RP SEC. 10A P.B. 81 PGS. 4-6; RP SEC. 10B P.B. 87 PGS. 1-3
 - 2) ⊙ - DENOTES 1" IRON PIN W/CAP SET PER RP SEC. 7 BLOCK C P.B. 85 PGS. 80-80; RP SEC. 10A P.B. 81 PGS. 4-6
 - 3) = - DENOTES 5/8" IRON PIN WITH CAP TO BE SET, UNLESS OTHERWISE NOTED.
 - 4) ⊙ - DENOTES 1" IRON PIN WITH CAP TO BE SET.
 - 5) x - DENOTES MAG NAIL TO BE SET.
 - 6) DOCUMENTS USED: AS SHOWN.
 - 7) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
 - 8) OCCUPATION IN GENERAL FITS SURVEY
 - 9) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 - 10) ALL LOTS SHALL BE SUBJECT TO A 4 FEET MINIMUM SIDEYARD SETBACK/ 10 FEET TOTAL FOR BOTH SIDES AND 20 FEET MINIMUM REAR YARD SETBACK.
 - 11) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FOUR (4) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND TEN (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.
 - 12) ALL LOTS SHALL PROVIDE TWO (2) UNOBSTRUCTED, OFF STREET PARKING SPACES, EXCLUSIVE OF DAMAGE PARKING.
 - 13) PUE - DENOTES PUBLIC UTILITY EASEMENT

- * THE MINIMUM OPENING ELEVATIONS (MOE) SHOWN HEREIN ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR REGENCY PARK SECTION 1, DATED MAY 30, 2014 AND REVISED JULY 16, 2014 AND REQUIRES PROPER DRAINAGE AWAY FROM THE FOUNDATION.
- FINAL FIRST FLOOR ELEVATIONS AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN AND THE GRADING AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.
- | LOT NO. | MIN. REAR YARD | MIN. SIDE YARD |
|---------|----------------|----------------------|
| 578 | 840.8 | 840.1 (S. SIDE YARD) |
| 579 | 840.1 | 840.1 (N. SIDE YARD) |
| 580 | 840.1 | 840.1 (N. SIDE YARD) |
| 581 | 840.8 | 840.1 (N. SIDE YARD) |
| 582 | 841.6 | |
| 583 | 835.4 | |
| 584 | 835.6 | |
| 585 | 833.0 | |
| 586 | 833.0 | |
| 587 | 833.1 | 833.1 (S. SIDE YARD) |
| 588 | 833.1 | 833.1 (N. SIDE YARD) |
| 608 | | |
- FOR BENCHMARK, GRADING AND STORM DRAINAGE IMPROVEMENT PLANS.

Evans CivilPro Engineers, LLC Consulting Engineers & Surveyors 3550 Irwin-Simpson Road Mason, Ohio 45040 (513) 348-1728	REGENCY PARK SECTION 11A SURVEYED BY VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO	DCD BY DWN BY TDA JNE ECM/OS DATE: 8/28/14
	SCALE: 1 INCH = 50 FEET SHEET 2 OF 3	

Resolution

Number 19-0097

Adopted Date January 22, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH FISCHER DEVELOPMENT COMPANY FOR MIAMI BLUFFS, SECTION SEVENTEEN SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

Bond Number	:	17-017 (W/S)
Development	:	Miami Bluffs, Section Seventeen
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$7,228.61
Surety Company	:	RLI Insurance Company (CMS0326613)

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0098

Adopted Date January 22, 2019

APPROVE VARIOUS RECORD PLATS

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

- Greentree Acres Burns Revision – Turtlecreek Township

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 19-0099

Adopted Date January 22, 2019

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR GRANTS ADMINISTRATION FUND #2251

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #2251 in the amount of \$410,000.00; and

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

\$410,000.00 into #225142900 (COAP – Federal Grant Awards)

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: Auditor ✓
Amended Certificate file
Supplemental App file
Grants Administration (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

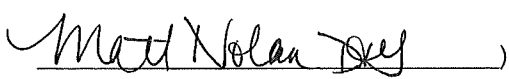
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, January 16, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2019	Taxes	Other Sources	Total
COAP Grant-Opiod Abuse Program	\$0.00	\$0.00	\$410,000.00	\$410,000.00
Fund 2251				
TOTAL	\$0.00	\$0.00	\$410,000.00	\$410,000.00


 _____)
 _____)
 _____) Budget
 _____) Commission

Resolution

Number 19-0100

Adopted Date January 22, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #1101 AND APPROVE AN OPERATIONAL TRANSFER FROM GENERAL FUND #1101 INTO COUNTY CONSTRUCTION PROJECT FUND #4467 AND APPROVE AN AMENDED CERTIFICATE FOR COUNTY CONSTRUCTION PROJECT FUND #4467

BE IT RESOLVED, to approve the following supplemental appropriation:

\$645,198 into 11011112-5997 (GF – Operational Transfer)

BE IT FURTHER RESOLVED, to approve the following operational transfer:

\$645,198 from 11011112-5997 (GF – Operational Transfer)
into 4467-49000 (Construction Project –Transfer)

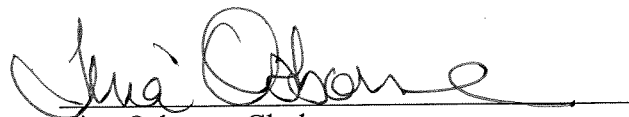
BE IT FURTHER RESOLVED, to accept an amended certificate from the Warren County Budget Commission in the amount of \$645,198 for County Construction Project Fund #467; as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor ✓
Supplemental Appropriation file
Operational Transfer file
Amended Cert file
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

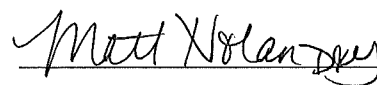
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, January 16, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Project	Jan. 1st, 2019	Taxes	Other Sources	Total
County Construction Projects	\$3,694,802.92	\$0.00	\$645,197.08	\$4,340,000.00
Fund 4467				
TOTAL	\$3,694,802.92	\$0.00	\$645,197.08	\$4,340,000.00

)
 _____)
 _____) Budget
 _____) Commission
 _____)

AMEND 19 01
Fund 4467-49000 +645,197.08

Resolution

Number 19-0101

Adopted Date January 22, 2019

APPROVE OPERATING TRANSFER FROM WATER REVENUE FUND 5510 INTO WATER REVENUE PROJECT FUND NO. 5583 FOR VARIOUS WATER PROJECTS

WHEREAS, the Water and Sewer Revenue Funds (surplus) will finance the costs associated with the water projects in Fund 5583; and

WHEREAS, an operating transfer is necessary in order to process payment of current and anticipated obligations associated with said projects; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfer:

\$669,500.00 from #E-55103219-AAEXPENSE-55103219-5997 (Operating Transfer)
into #F-55833209-AAREVENUE-5583-49000
(Distributions & Transfers) RAR Filter Rehab Project

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jmb

cc: Auditor
Operational Transfer file
Water/Sewer (file)
OMB

Resolution

Number 19-0102

Adopted Date January 22, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION INTO SOLID WASTE MANAGEMENT DISTRICT REVENUE FUND 2256

WHEREAS, the new accounting system did not upload the 2019 budget request for 2256-4410-5400; and

WHEREAS, a supplemental appropriation is necessary in order to process anticipated costs associated with this fund; and

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

\$40,000.00 into 2256-4410-5400 (Purchased Service)

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm

cc: Auditor
Supplemental App file
Solid Waste (File)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0103

Adopted Date January 22, 2019

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4495 as follows:

\$340,000.00 from Fund #4495

\$90,000.00 into 4495-3712-5910 (Other Expense)

\$250,000.00 into 4495-3712-5320 (Capital Purchases)

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


Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities Management (file)
OMB

Resolution

Number 19-0104

Adopted Date January 22, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO RECORDS CENTER FUND #11011500

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Records Center Fund #11011500 in order to process a vacation leave payout for Mildred Popadak former employee of Records Center:

\$50.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011500-5882	(Records Center - Vacation Leave Payout)

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Records Center (file)
OMB

Resolution

Number 19-0105

Adopted Date January 22, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Services Fund #11011223 in order to process a vacation leave payout for Robert Pant former employee of Community Corrections:

\$765.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011223-5882	(Community Corrections - Vacation Leave Payout)

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0106

Adopted Date January 22, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR'S OFFICE FUNDS
1101-1150 AND 2271-1150

BE IT RESOLVED, to approve the following appropriation adjustments in order to process sick and vacation leave payouts for Mary Kathleen Fink and Christopher R. Delnicki, former employees of the Warren County Prosecutor's office:

\$11,110.00	from	1101-1150-5102	(Regular Salaries)
	into	1101-1150-5882	(Vacation Payout)
\$ 7,887.00	from	1101-1150-5102	(Regular Salaries)
	into	1101-1150-5881	(Sick Payout)
\$ 1,390.00	from	2271-1150-5102	(Regular Salaries)
	into	2271-1150-5882	(Vacation Payout)
\$ 1,395.00	from	2271-1150-5102	(Regular Salaries)
	into	2271-1150-5881	(Sick Payout)

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)
OMB

Resolution

Number 19-0107

Adopted Date January 22, 2019

APPROVE AND AUTHORIZE THE SUBMISSION OF A 2019 MARKET DEVELOPMENT GRANT TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY DIVISION OF ENVIRONMENTAL AND FINANCIAL ASSISTANCE ON BEHALF OF THE WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT

BE IT RESOLVED, to approve and authorize the submission of a 2019 Market Development Grant to the Ohio Environmental Protection Agency Division of Environmental and Financial Assistance on behalf of the Warren County Solid Waste Management District; and

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

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Solid Waste District (file)
OGA

Resolution

Number 19-0108

Adopted Date January 22, 2019

CONTINUE PUBLIC HEARING #2 TO CONSIDER THE ADOPTION OF WARREN COUNTY EROSION AND SEDIMENT CONTROL REGULATIONS


NOW THEREFORE BE IT RESOLVED, to continue public hearing #2 relative to the adoption of Warren County Erosion and Sediment Control Regulations in accordance with Ohio Revised Code Section 307.37; said public hearing to be continued to February 5, 2019, at 10:45 a.m. in the Commissioners' Meeting Room; and

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Soil and Water (file)
Engineer (file)
Stormwater Regulation Public Hearing file
Cincinnati HBA
Dayton HBA
Public Hearing file

Resolution

Number 19-0109

Adopted Date January 22, 2019

APPROVE REZONING APPLICATION OF WILLIAM DAVID SCHMERGE TO REZONE APPROXIMATELY 45.3509 ACRES FROM AGRICULTURE ZONE "A1" TO SINGLE FAMILY RESIDENTIAL "R1" IN TURTLECREEK TOWNSHIP

WHEREAS, this Board met this 22nd day of January in the Commissioners' Meeting Room to consider the rezoning application of William David Schmerge, owner of record (Case #2018-02), to rezone approximately 45.3509 (Parcel Numbers 1204100032) located at 1460 Glosser Road in Turtlecreek Township from Agricultural Zone "A1" to Single Family Residential "R1"; and

WHEREAS, this Board considered the recommendation of the Regional Planning Commission Executive Committee, the decision of the Rural Zoning Commission to approve the application, and all testimony from those present to speak in favor of with no one present being opposed; and

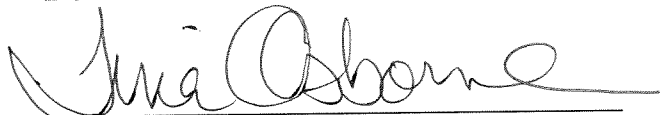
NOW THEREFORE BE IT RESOLVED, to approve the rezoning application of William David Schmerge, owner of record (Case #2018-02), to rezone approximately 45.3509 acres (Parcel Numbers 1204100032) in Turtlecreek Township from Agricultural Zone "A1" to Single Family Residential "R1".

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: RPC
RZC
Rezoning file
Property Owner
Township Trustees

Resolution

Number 19-0110

Adopted Date January 22, 2019

CONTINUE PUBLIC HEARING #2 TO CONSIDER THE ADOPTION OF WARREN COUNTY RULES AND REGULATIONS FOR THE DESIGN OF STORM SEWER AND STORMWATER MANAGEMENT SYSTEMS

BE IT RESOLVED, to continue public hearing #2 relative to the adoption of Stormwater Regulations in Warren County in accordance with Ohio Revised Code Section 307.37; said public hearing to be continued to February 5, 2019, at 11:00 a.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Engineer (file)
Stormwater Regulation Public Hearing file

Resolution

Number 19-0111

Adopted Date January 22, 2019

CLOSE PUBLIC HEARING CONCERNING THE VACATION OF A PORTION OF PINNACLE LANE IN DEERFIELD TOWNSHIP AND RENDER DECISION JANUARY 29, 2019, AT 9:00 A.M.

BE IT RESOLVED to close the public hearing for determining whether to approve or disapprove the vacation of the right-of-way of a part of Pinnacle Lane in Deerfield Township, Warren County; and

BE IT FURTHER RESOLVED, to render a decision relative to said vacation on January 29, 2019, at 9:00 a.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 22nd day of January 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

to

cc: Deerfield Township (erein@deerfieldtp.com) (bhigh@deerfieldtp.com)
Neil Tunison, Engineer
Kurt Weber
Bob Fox
Bruce McGary
Vacation file