

# Resolution

Number 19-0180

Adopted Date February 12, 2019

PROMOTE TERRY FINAMORE TO THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is the desire of the board to promote Terry Finamore from Eligibility Referral Specialist II to Eligibility Referral Specialist III; and

NOW THEREFORE BE IT RESOLVED, to promote Terry Finamore to Eligibility Referral Specialist III within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, exempt status, Pay Grade #8, \$17.81 per hour, effective pay period beginning February 16, 2019 subject to 180 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
T. Finamore's Personnel File  
OMB – Sue Spencer

# Resolution

Number 19-0181

Adopted Date February 12, 2019

PROMOTE AMANDA BALDWIN TO THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is the desire of the board to promote Amanda Baldwin from Eligibility Referral Specialist II to Eligibility Referral Specialist III; and

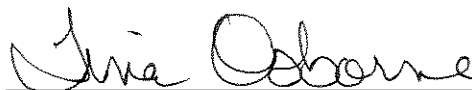
NOW THEREFORE BE IT RESOLVED, to promote Amanda Baldwin to Eligibility Referral Specialist III within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, exempt status, Pay Grade #8, \$16.46 per hour, effective pay period beginning February 16, 2019 subject to 180 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
A. Baldwin's Personnel File  
OMB – Sue Spencer

# Resolution

Number 19-0182

Adopted Date February 12, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SHERRI CARBO WITHIN THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, Sherri Carbo, Commissioners Aide within the Warren County Board of Commissioners, has successfully completed a 365-day probationary period, effective February 12, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Sherri Carbo's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.75 per hour effective pay period beginning February 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners file  
S. Carbo's Personnel File  
OMB – Sue Spencer

# Resolution

Number 19-0183

Adopted Date February 12, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JASON STRICKLAND, LAB TECH II WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Jason Strickland, Lab Tech II within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective February 12, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Jason Strickland's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.70 per hour effective pay period beginning February 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

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

cc: Water and Sewer (file)  
J. Strickland's Personnel File  
OMB – Sue Spencer

# Resolution

Number 19-0184

Adopted Date February 12, 2019

HIRE KAIREE BEDINGHAUS AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Kairee Bedinghaus as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.98 per hour, under the Warren County Job and Family Services compensation plan, effective March 4, 2019, subject a negative drug screen, background check and 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Children Services (file)  
K. Bedinghaus' Personnel file  
OMB – Sue Spencer  
Job Class 1800

# Resolution

Number 19-0185

Adopted Date February 12, 2019

APPROVE THE PROMOTION OF SETH ADAMS FROM SEWER COLLECTIONS WORKER I TO THE POSITION OF SEWER COLLECTIONS WORKER II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Seth Adams has obtained a class B CDL License with an N endorsement, necessary for the position of Sewer Collections Worker II; and

WHEREAS, it is the recommendation of the Sanitary Engineer to promote Seth Adams to Sewer Collection Worker II; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Seth Adams to the position of Sewer Collections Worker II within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 15, at \$17.82 per hour, effective pay period beginning February 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
S. Adams' Personnel file  
OMB – Sue Spencer

# Resolution

Number 19-0186

Adopted Date February 12, 2019

## RESTORE MICHAEL LAMB TO THE POSITION OF WATER DISTRIBUTION WORKER II

WHEREAS, Mr. Lamb entered a demotion agreement under resolution number 18-0583 adopted April 3, 2018 due to the loss of his CDL license; and

WHEREAS, Mr. Lamb's CDL license has been reinstated and the Sanitary Engineer has requested to restore Mr. Lamb to the position of Water Distribution Worker II in accordance said demotion agreement; and

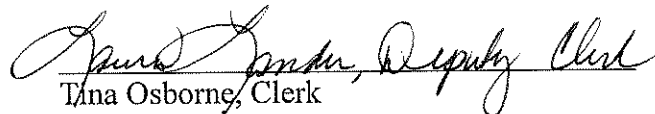
NOW THEREFORE BE IT RESOLVED, to restore Mr. Lamb to Water Distribution Worker II, at \$21.04 per hour, effective pay period beginning February 2, 2019.

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
M. Lamb's Personnel file  
OMB-Sue Spencer  
T. Reier

# Resolution

Number 19-0187

Adopted Date February 12, 2019

AUTHORIZE THE FIRST AMENDMENT TO THE WORKERS' COMPENSATION SELF INSURANCE SERVICE CONTRACT THROUGH CAREWORKS CONSULTANT NKA YORK RISK SERVICES GROUP, INC EFFECTIVE JANUARY 1, 2019

WHEREAS, it is the desire of the Board of County Commissioners to continue TPA services with Careworks Consultant (CCI) now known as York Risk Services Group effective January 1, 2019 through December 31, 2019; and

WHEREAS, Exhibit A of attached to the Contract represents no change in fees for period effective January 1, 2019; and

NOW THEREFORE BE IT RESOLVED, to authorize the First Amendment of the Self Insurance Service Contract and Exhibit A 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: c/a—York Risk Services (formerly Careworks)  
Adam Balls, World Risk Management  
T Whitaker, OMB  
OMB Work Comp File

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**FIRST AMENDMENT  
TO THE WORKERS' COMPENSATION SELF-INSURANCE SERVICE  
CONTRACT**

This First Amendment to that certain Workers' Compensation Self-Insurance Service Contract dated as of December 1, 2016 (the "Agreement") by and WARREN COUNTY ("Client") and YORK RISK SERVICES GROUP, INC. ("YORK") (as assignee of CCI Investments LLC ("CCI");

WITNESSETH

WHEREAS, CCI and Client entered into the Agreement, whereby CCI agreed to provide certain claims administration services for Client; and

WHEREAS, CCI assigned to its affiliate, York Risk Services Group, Inc. all of its rights and obligations under the Agreement; and

WHEREAS, York Risk Services Group, Inc. has moved to a new corporate office and herein provides notice of the address change for purposes of Client providing any notice to York as required by the Agreement;

WHEREAS, the parties wish to extend the term of their Agreement; and

WHEREAS, the parties wish to amend the fee schedule of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The "CONTRACT PERIOD" shall be revised to include the following:

"The term of this Agreement has been extended from January 1, 2019 to December 31, 2019."

2. Effective January 1, 2019, the provisions set forth in Exhibit A of the Agreement shall no longer apply. From and after such date, the provisions set forth in the attached Exhibit A shall apply instead.
3. The Agreement is hereby revised so that any notice to York shall be sufficient if sent via certified or express mail (with capacity to demonstrate receipt) and addressed to:

York Risk Services Group, Inc.  
Attn: Jody A. Moses, Senior Vice President  
333 City Boulevard West, S. 1500  
Orange, CA 92868

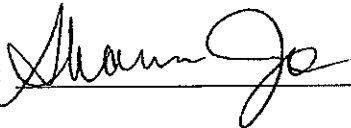
With a copy to:

Michael Krawitz, General Counsel  
York Risk Services Group, Inc.  
One Upper Pond Rd.  
Building F, 4th Floor  
Parsippany, NJ 07054

4. In addition, York represents that it is the Sole Member of CCI and unconditionally assumes all of the obligations of its affiliates, CCI, under the Agreement. CCI agrees to remain fully liable for all of its obligations under the Agreement.
5. All other terms of the Agreement shall remain in force and unchanged. Any conflicts between this Amendment and the original Agreement, including prior executed amendments, shall be superseded by the terms provided herein.

In Witness Whereof, the parties have executed this amendment to be effective as of January 1, 2019.

WARREN COUNTY

By: 

Name: Shannon Jones

**APPROVED AS TO FORM**



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

CCI INVESTMENTS LLC

By: 

Jody Moses  
Executive Vice President

YORK RISK SERVICES GROUP, INC.

By: 

Jody Moses  
Executive Vice President

# EXHIBIT A

**Services will be provided for a Base Fee of \$18,800 per year payable quarterly (\$4,700.00) Service will include:**

- Account/Risk Administration
- Medical Only Claim
- Lost Time Claim
- Fee Bill Review
- Pharmacy Benefits Manager (PBM)
- 1099 Processing and W9 Maintenance
- Online Access to Risk Management System (RMS)
- Client Meetings

Included in Account/Risk Administration is Quarterly Claim Reviews, Annual Stewardship Reporting, Filing of SI-40, Standard Reports, Self-Insured Bi-Annual Assessment Verification, DWRF Verification.

## **Fees for Service charged to and paid from the individual claim:**

Administrative Hearings	\$175 per hearing
PPO Network Access	30% of PPO savings
Independent Medical Exam	\$150 coordination fee plus physician fee
Independent Medical File Review	\$112.50 coordination fee plus physician fee
Pharmacy Drug Review	\$112.50 coordination fee plus physician fee
Excess Claim Initial Reporting	\$125 per report
Excess Claim Reimbursement/Updates	\$75 per request/update
Subrogation Recoveries	15% of recoveries or savings
ISO Claim Search	12.95 per search

## **Checking Account Administration**

Employer WC Checking Account                      No charge

This is an account established by Employer. York has signature authority only. York will create checks with company name, account information and in sequential order for disbursement to appropriate payees. Employer is responsible for reconciliation of the account and all state reporting. York will secure and update all W9's from providers and will provide 1099 processing at the end of each year.

## **Fees for Service charged directly to client:**

Incident Only Report Tracking	\$45 per incident
Customized Reports/Programming	\$125 per hour for programming
Online Access to Imaged Documents	\$1,950 one-time access fee
Annual maintenance fee for access	\$375 per year after year (1) one

**York partners with WellComp and VocWorks for the following services which are charged to and paid from the individual claim with employer's prior approval:**

Medical Triage	\$90.00 per review
Telephonic Case Management	\$355.00 first 30 days \$265.00 day 31-60 \$90.00 per hour >60 days (billed at .1 hour)
Utilization Management	\$90.00 per hour (billed at .1 hour)
Limited, In-House Physician Peer Review	\$275 per review (includes physician services)
Hospital Bill Audits	30% of savings or \$158.00 flat fee if savings below \$500.00

Field Case Management/  
Vocational Rehabilitation \$90 per hour (billed at .1 hour) plus expenses

**Optional Services**

24/7 Intake/Claim Reporting \$21.95 per report  
Safety/Loss Control \$125-200 per hour. Travel \$60 per hour  
Special Reports Negotiated fee based on report requirements

\*During the term of a multi-year contract, except for items for which pricing for each year is explicitly listed above, pricing for each year after the first full year will increase by the greater of 3% or the percentage increase as reported by the U.S. Department of Labor - Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) for the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, All Items, covering the prior twelve-month period, valued as of the month ending two months prior (to allow time for reports to be published) to the anniversary date of the contract. For all contracts, pricing at the end of the contract term and each year thereafter will increase by such amount, provided that (i) both parties agree and enter into a renewal contract, or (ii) the parties continue with the existing contract on a month-to-month basis.

# Resolution

Number 19-0188

Adopted Date February 12, 2019

ACKNOWLEDGE AND ACCEPT STOP LOSS POLICY WITH HCC LIFE INSURANCE COMPANY RELATIVE TO THE WARREN COUNTY HEALTH INSURANCE PLAN EFFECTIVE JANUARY 1, 2019

WHEREAS, pursuant to Resolution 18-1853 adopted November 27, 2018, the Board of County Commissioners authorized application for the renewal of stop loss coverage through HCC for plan year effective January 1, 2019; and


NOW THEREFORE BE IT RESOLVED, to acknowledge and accept the Stop Loss Policy from HCC Life Insurance attached hereto and effective January 1, 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: c/a—HCC Life Insurance Co.  
Benefits File  
T Whitaker, OMB

**HCC LIFE INSURANCE COMPANY**  
STOP LOSS POLICY  
Independent Review Organization Coverage Endorsement

Policy Number: HCL33495  
Endorsement Number: 4  
Policyholder: Warren County Board of Commissioners  
Effective Date: 01/01/2019

You and We agree that this Policy is amended as follows:

In the event Covered Expenses are Paid by You for a Covered Person based on an Independent Review Organization's reversal of previously denied claims, and such Covered Expenses are Paid after the last paid date provided in the Contract Basis of this Policy, the Paid Covered Expenses shall be deemed to have been Paid during this Policy's Contract Period, provided that:

1. Such Covered Expenses are not eligible for reimbursement under any other coverage; and
2. Such Plan Benefits are otherwise eligible for reimbursement under the terms of this stop loss policy.

You (or You through your Plan Supervisor) agree to provide notice to Us that an appeal has been sent to an Independent Review Organization on a claim that could or is expected to exceed the specific stop loss deductible under this policy within 30 days of the referral to the Independent Review Organization. We will not reimburse any stop loss claim under this Endorsement if we do not receive such notice within the 30-day time frame.

When filing a reimbursement claim under this Endorsement, You agree to provide us all documentation related to the Independent Review Organization's reversal of the previously denied Covered Expenses. We will not reimburse any stop loss claim where the Independent Review Organization's reversal documentation, along with any other information necessary to process the claim, is not received within 90 days from the last date a claim is eligible for payment under the Contract Period or within 90 days of the date the claim was Paid if Paid after the Contract Period has lapsed.

For purposes of this Endorsement, Independent Review Organization means the organization for external review as required under the external review process of the Patient Protection and Affordable Care Act.

Fees, or any similar expenses, paid to the Independent Review Organization for their services are not reimbursable under this Endorsement. Coverage under this endorsement does not modify any other terms, conditions, deductibles or split funded retentions of this policy. If coverage is available under a subsequent policy issued by Us, coverage shall be provided under this endorsed policy and not the subsequent policy.

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**HCC LIFE INSURANCE COMPANY**  
STOP LOSS POLICY  
Independent Review Organization Coverage Endorsement

**THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.**

HCC LIFE INSURANCE COMPANY

*Daniel A. Seligson*

President

*Olivera J. Jankovic*

Corporate Secretary

Dated: January 30, 2019

**HCC LIFE INSURANCE COMPANY**  
**STOP LOSS POLICY**  
**QUALIFIED CLINICAL TRIALS ENDORSEMENT**

Policy Number: HCL33495  
Endorsement Number: 3  
Policyholder: Warren County Board of Commissioners  
Effective: 01/01/2019

YOU and WE agree that this Policy is amended as follows:

ARTICLE I. DEFINITIONS is hereby amended to add the following:

**PATIENT CARE SERVICES.** Health care items or services that are furnished to an individual enrolled in a Qualified Clinical Trial, which is consistent with the usual and customary standard of care for someone with the patient's diagnosis, is consistent with the study protocol for the clinical trial, and would be covered if the patient did not participate in the Qualified Clinical Trial.

Patient Care Services must be determined to be eligible under the Policyholder's Employee Benefit Plan.

Patient Care Services do not include any of the following:

1. An FDA approved drug or device shall be a Patient Care Service only to the extent that the drug or device is not paid for by the manufacturer, the distributor or the provider of the drug or device, or
2. Non-health care services that a patient may be required to receive as a result of being enrolled in the Qualified Clinical Trial, or
3. Costs associated with managing the research associated with the Qualified Clinical Trial, or
4. Costs that would not be covered for non-investigational treatments, or
5. Any item, service or cost that is reimbursed or otherwise furnished by the sponsor of the Qualified Clinical Trial, or
6. The costs of services, which are not provided as part of the Qualified Clinical Trial's stated protocol or other similarly, intended guidelines.

**QUALIFIED CLINICAL TRIAL.** A Qualified Clinical Trial is a clinical trial that meets all of the following conditions:

1. The clinical trial is intended to treat cancer or another life threatening condition in a patient who has been so diagnosed, and
2. The clinical trial has been peer reviewed and is approved by at least one of the following:
  - a. A federally funded or approved Trial; or
  - b. A clinical trial conducted under an FDA investigation new drug application; or
  - c. A drug trial that is exempt from the requirement of an FDA investigational new drug application.
3. The patient meets the patient selection criteria enunciated in the study protocol for participation in the clinical trial.

Article VI, EXCLUSIONS. Item C is amended to include the following:

If your Employee Benefit Plan is compliant with Section 10103(c) of the Affordable Care Act, Covered Expenses for Patient Care Services furnished in connection with participation in Qualified Clinical Trials, as defined herein, will not be considered Experimental or Investigative.



**HCC LIFE INSURANCE COMPANY**  
**STOP LOSS POLICY**  
**QUALIFIED CLINICAL TRIALS ENDORSEMENT**

**ADDITIONAL QUALIFIED CLINICAL TRIALS PROVISIONS**

WE may require a copy of the Qualified Clinical Trial's study protocol before determining if any benefits are payable under this Endorsement.

We shall rely on the Employee Benefit Plan in terms of the definition of Life Threatening. Should the Employee Benefit Plan fail to provide a definition of Life Threatening, We will define Life Threatening as a condition that is expected to cause death within 6 months. Such definition will be used solely for the purposes of this policy and adjudication of any claims under this Endorsement.

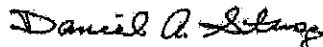
Stop Loss Policy benefits paid under this Endorsement will be included in the Specific Contract Period Reimbursement Maximum, if applicable.

Stop Loss Policy benefits paid under this Endorsement shall not create any legal presumption that HCC Life Insurance Company has recommended, directed, endorsed or required any Covered Person's participation in the Qualified Clinical Trial.

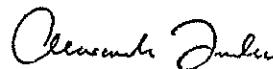
Stop Loss Policy benefits paid under this Endorsement shall be subject to all terms and conditions of the Policyholder's Employee Benefit Plan.

**THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.**

HCC LIFE INSURANCE COMPANY



President



Corporate Secretary

Dated: January 30, 2019

**HCC LIFE INSURANCE COMPANY**  
STOP LOSS POLICY  
ENDORSEMENT TO A POLICY ISSUED IN THE STATE OF OHIO

Policy Number: HCL33495  
Endorsement Number: 2  
Policyholder: Warren County Board of Commissioners  
Effective Date of Endorsement: 01/01/2019

Article VII – GENERAL PROVISIONS is amended as follows:

Paragraph C is amended to read as follows:

- C. **ARBITRATION:** If We and You agree, any controversy or dispute, involving Us that arises out of or relates to this Policy, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination of this Policy.

Paragraph N is amended to read as follows:

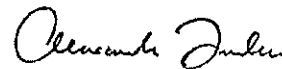
- N. **LEGAL ACTION:** No legal action can be brought to recover under this Policy:
1. Until 60 days after the date proof of claim is submitted, or
  2. Three years after the date a reimbursement claim is required to be furnished. You shall notify Us in writing within 10 days after receipt of any objection, notice of legal action or complaint regarding Your handling of a claim.

**THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.**

HCC LIFE INSURANCE COMPANY



President



Corporate Secretary

Dated: January 30, 2019

**HCC LIFE INSURANCE COMPANY**  
**STOP LOSS POLICY**  
**SPLIT FUNDED ENDORSEMENT**

Policy Number: HCL33495  
Endorsement Number: 1  
Policyholder: Warren County Board of Commissioners  
Effective Date of Endorsement: 01/01/2019

**SPLIT FUNDED ARRANGEMENT - FIXED**

Notwithstanding any other provisions of the Stop Loss Policy, the provisions of this Endorsement shall be used to determine the amount of Individual Stop Loss Insurance benefits payable by Us.

You and We agree that this Policy is amended as follows:

1. You shall pay for all Covered Expenses:
  - A. Which are used to satisfy the Specific Deductible shown on Your Application for each Covered Person; and
  - B. Which exceed the Specific Deductible up to an amount (hereinafter called Split Funded Liability) as set forth in this Endorsement.
2. Your Split Funded Liability, for the purposes of this Endorsement is \$350,000.
3. We will not be responsible for paying any Specific Stop Loss Insurance Benefits under this Policy until You have paid the Split Funded Liability as set forth in this Endorsement.
4. If the Specific Stop Loss Insurance is terminated before the end of the Policy Year, the added Split Funded Liability will not be eliminated or reduced in any way. Such terminations will take effect pursuant to Article VII. of the Policy.
5. To the extent that there is any conflict between the terms of this Endorsement and the Policy, the terms of this Endorsement will control.
6. This Endorsement will terminate on the first to occur of:
  - A. The end of the Policy Year; or
  - B. Your failure to comply with any provision of this Endorsement; or
  - C. Termination of the Policy pursuant to Article VII. of the Policy.

You understand that it is Your responsibility to pay the Split Funded Liability amount of \$350,000 over and above the amounts used to satisfy the Specific Deductible shown on Your Application. Our responsibility for reimbursement begins with those Covered Expenses that are in excess of the Specific Deductible plus the Split Funded Liability.

HCC LIFE INSURANCE COMPANY  
STOP LOSS POLICY  
SPLIT FUNDED ENDORSEMENT

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Warren County Board of Commissioners  
Full Legal Name of Applicant/Policyholder

12/4/18  
Signed At / Date Signed

*Murray Judd*  
Officer/Partner Signature (print name)

*[Signature]*  
Licensed Agent Signature

FOR HCC LIFE INSURANCE COMPANY OFFICE USE ONLY:

ACCEPTANCE

Accepted on behalf of the Company, this 30th day of January, 2019

By *Jay Pritchard*  
Title: EVP & COO

**HCC LIFE INSURANCE COMPANY**  
225 Town Park Drive, Suite 350  
Kennesaw, Georgia 30144  
1-800 447-0460

**STOP LOSS POLICY**

THIS IS A LEGAL CONTRACT - PLEASE READ IT CAREFULLY

Policy Number: HCL33495  
Policyholder: Warren County Board of Commissioners  
Principal Address: Warren County Administration Building  
Lebanon OH 45036  
Designated Third Party Administrator (TPA): United Healthcare  
400 E. Business Way  
Sharonville OH 45241

This Policy is issued in consideration of Your Application, Your Plan Document, Your Disclosure Statement and the payment of premiums. The aforementioned documents combine to form this Policy.

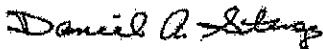
The effective date of this Policy is 12:01 a.m., at Your address and the expiration date of this Policy is 11:59 p.m., as shown below at Your principal address.

Effective Date: 01/01/2019  
Expiration Date: 12/31/2019

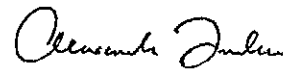
This Policy is issued by Us as of the Effective Date, but is not valid unless countersigned by Our duly authorized representative.

Jurisdiction of Issue: Ohio

This policy is governed by the laws of the jurisdiction of issue.



President



Corporate Secretary

**NON-PARTICIPATING INSURANCE**

**This is a reimbursement policy. You, or Your Plan Supervisor, are responsible for making benefit determinations under Your Employee Benefit Plan. We have no duty or authority to administer, settle, adjust, or provide advice regarding claims filed under Your Employee Benefit Plan.**

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## ARTICLE I. DEFINITIONS

When used in this Policy, the following terms will have the meanings as indicated below:

**ANNUAL AGGREGATE DEDUCTIBLE.** For any one Contract Period, (or any fraction thereof, if the Contract terminates during the Contract Period) the total of the number of Covered Single or Family units multiplied by its corresponding Monthly Aggregate Factor, applied each month that the Contract is in-force. In no instance shall the Annual Aggregate Deductible be less than the Minimum Annual Aggregate Deductible.

**AGGREGATE CONTRACT PERIOD REIMBURSEMENT MAXIMUM.** The maximum amount We will reimburse the Policyholder for Covered Expenses during each Contract Period under the terms of the Aggregate Stop Loss Insurance as shown on the Application.

**AGGREGATE PERCENTAGE REIMBURSABLE.** The percentage of Covered Expenses to be reimbursed that were Paid under the Employee Benefit Plan in excess of the Annual Aggregate Deductible.

**COBRA BENEFICIARY.** Any former Covered Person of the Employee Benefit Plan continuing participation under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and its amendments.

**COMPANY.** Company, We, Our, and Us refers to HCC Life Insurance Company.

**COMPLETE CLAIMS HISTORY.** All of the following for a minimum of 12 consecutive months immediately preceding the Policy Year:

1. Participant census, and
2. Eligibility information, and
3. Claims Experience, and
4. Large Claim Disclosures, and
5. Details of any condition shown on the Trigger Diagnosis List in the Disclosure Statement.

**CONTRACT.** All of the following:

1. The Application, and
2. This Policy and any endorsements to it, and
3. The Policyholder's Plan Document.

**CONTRACT BASIS.** The form of coverage shown on the Application that was selected by the Policyholder. The Contract Basis shall be considered in determining what Covered Expenses will be reimbursed by Us.

**CONTRACT MONTH.** A period of one-month that begins on:

1. The effective date of the Policy, or
2. The same day of each following month during the Contract Period.

**CONTRACT PERIOD.** The period of time shown on the Application during which the Policyholder is covered for Aggregate and / or Specific Stop Loss Insurance.

**COST CONTAINMENT PROGRAM.** A program designed to reduce or control the cost of providing Plan Benefits to participants of the Employee Benefit Plan.

**COVERED EXPENSES.** Plan Benefits incurred by a Covered Person (or Covered Family):

1. For which benefits are Paid by the Policyholder under the Employee Benefit Plan, and
2. Which are not in excess of the Reasonable and Customary Charge for those services, and
3. Which are Medically Necessary for the treatment of an illness or injury or for any preventative care covered by the Employee Benefit Plan, and
4. Which are reimbursable under this policy subject to its terms, deductible(s), limitations and exclusions.

Plan Benefits provided by the Employee Benefit Plan that are specifically excluded by this Policy are not considered Covered Expenses. Covered Expenses shall not include any expenses which are not reimbursable under this Policy, such as:

1. The expenses related to processing claim payment, or
2. PPO discounts, network or negotiated discounts, and other reductions from billed charges, whether or not they were actually deducted from Plan Benefits, or
3. Salaries paid to any individual, or
4. Plan Supervisor's fees, or
5. Litigation expenses, or
6. Premiums paid for coverage under this Policy.

**COVERED FAMILY.** The Covered Person and his or her dependents covered under the Employee Benefit Plan.

**COVERED PERSON.** If so indicated on the Application, an individual covered under the Employee Benefit Plan. This includes:

1. Legally employed covered employees, and
2. Covered dependents, and
3. Participating COBRA Beneficiaries, and
4. Retirees.

**COVERED UNITS.** A Covered Person, a Covered Family, or such other defined unit as agreed upon between You and Us in writing.

**DEDUCTIBLE.** The amount of Covered Expenses You must pay before Aggregate Stop Loss Insurance and / or Specific Stop Loss Insurance benefits become reimbursable. The Deductible(s) is / are shown on the Application issued to You. See also:

1. Annual Aggregate Deductible, and
2. Specific Deductible, and
3. Specific Family Deductible.

**ELIGIBLE.** Eligible under the Employee Benefit Plan.

**EMPLOYEE BENEFIT PLAN.** The medical benefits You have agreed to provide under a plan of benefits for Your Eligible employees and their Eligible dependents, whether or not it is subject to the Employee Retirement Income Security Act of 1974, as is or as may be amended.



**EXPERIMENTAL AND INVESTIGATIVE.** A drug, device or medical treatment or procedure is Experimental or Investigative:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished, or
2. If reliable evidence shows that the drug, device or medical treatment or procedure is the subject of ongoing Phase I, II or III clinical trials or under study to determine its:
  - a. Maximum tolerated dose, or
  - b. Toxicity, or
  - c. Safety, or
  - d. Efficacy, or
  - e. Efficacy as compared with the standard means of treatment or diagnosis, or
3. If reliable evidence shows that the consensus among experts regarding the drug, device or medical treatment or procedure is that further studies or clinical trials are necessary to determine its:
  - a. Maximum tolerated dose, or
  - b. Toxicity, or
  - c. Safety, or
  - d. Efficacy, or
  - e. Efficacy as compared with the standard means of treatment or diagnosis.

Reliable evidence shall mean:

1. Only published reports and articles in the authoritative peer reviewed medical and scientific literature, or
2. The written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device or medical treatment or procedure, or
3. The written informed consent used by the treating facility or by another facility studying substantially the same drug, device or medical treatment or procedure.

**INCURRED.** The date on which medical care or a service or supply is provided to a Covered Person for Plan Benefits under the Employee Benefit Plan for which a charge results.

**LARGE CLAIM DISCLOSURE.** You, with the assistance of Your Plan Supervisor, agree to disclose to us any known or potential shock losses. Shock Losses are:

1. Injuries, and
2. Illnesses, and
3. Diseases, and
4. Diagnoses, and
5. Any condition listed on the Trigger Diagnosis list, and
6. Other losses of the type, which are reasonably expected or are likely to result in significant medical expense or liability.

**LOSS LIMIT.** The maximum amount of Covered Expenses Incurred by each Covered Person (or Covered Family), which can be used to satisfy the Annual Aggregate Deductible. This amount is shown in the Application. The maximum allowable amount of Covered Expenses by a Covered Person who has been assigned a Separate Individual Specific Deductible will be the specified amount as shown under the Loss Limit on the Application, regardless of that Covered Person's Separate Individual Specific Deductible.

**MEDICALLY NECESSARY.** A procedure, treatment, service, supply, equipment, drug or medicine that is:

1. Deemed appropriate, essential and is recommended for the diagnosis or treatment of the Covered Person's symptoms by a licensed physician, dentist or other medical practitioner who is practicing within the scope of his or her license and specialty or primary area of practice, and
2. Within the scope, duration and intensity of that level of care which is required to provide safe, adequate and appropriate diagnosis or treatment, and
3. Prescribed in accordance with the generally accepted, current professional medical practice and is not considered Experimental or Investigative.

**MINIMUM ANNUAL AGGREGATE DEDUCTIBLE.** For each Contract Period, the number of Contract Months times the Monthly Aggregate Factor times the number of Covered Units. Covered Units shall be based on the first month's enrollment or the quoted enrollment whichever is greater. The Minimum Annual Aggregate Deductible as shown on the Application is based on the quoted enrollment and it is subject to change if the first month's enrollment is greater.

**MONTHLY AGGREGATE DEDUCTIBLE.** The Monthly Aggregate Deductible is determined for each Contract Month by multiplying the number of Covered Units for that month by the applicable Monthly Aggregate Factor(s) shown on the Application.

**MONTHLY AGGREGATE FACTOR.** The amount specified in the Application.

**MONTHLY SPECIFIC PREMIUM RATES.** The amounts specified in the Application.

**NET PAID CLAIMS.** The sum of Covered Expenses Paid during the Policy Year by You less the sum of all amounts paid by You that exceeds the Loss Limit of any Covered Person(s).

**ORIGINAL EFFECTIVE DATE.** The first day of the Contract Period of Your initial Stop Loss Policy with Us subject to any Run-In Period as shown on the Application. If coverage has not been continuous with Us, then the Original Effective Date shall be the first day of the most recent continuous coverage.

**PAY, PAID, PAYMENT.** Charges that, as of the dates shown in the Contract Basis, are:

1. Covered and payable under your Employee Benefit Plan, and
2. Have been adjudicated and approved, and
3. A check or draft for remuneration is issued and deposited in the U.S. Mail, or other similar conveyance or is otherwise delivered to the payee, and
4. Sufficient funds are on deposit the date the check or draft is issued.

Our reimbursements will not be made until all of these conditions are satisfied. Checks or drafts that are returned to the payor unpaid for any reason will not be considered Paid.

**PLAN BENEFITS.** The medical expense benefits to which Covered Persons become entitled under the Employee Benefit Plan during the Policy Year which are:

1. Incurred after the effective date of this Policy or the first date of the Run-In Period, and
2. Incurred while this Policy is in-force, and
3. Paid during the Policy Year or before the end of the Run-Out Period.

Plan Benefits do not include:

1. Deductibles, or
2. Co-insurance amounts, or
3. Interest, or

4. Expenses, or
5. The amounts of any PPO discounts, network or negotiated discounts, or any other reductions to billed charges, whether or not they were actually deducted, and
6. Claims paid under an Employee Benefit Plan's discretionary clause or similar provision that would not otherwise be payable under the terms and conditions of the Employee Benefit Plan, and
7. Claims that are not covered under the terms and conditions of the Employee Benefit Plan or that are reimbursable from any other source.

An Employee Benefit Plan expense is incurred at the time the service is rendered or the supply is provided.

**PLAN DOCUMENT.** The written document evidencing Your Employee Benefit Plan including any amendments. You will provide Us with a copy of Your Plan Document that is in effect as of the Policy effective date. Amendments are subject to Article VI, Item A and Article VII, Item A.3.a and B of this Policy. We will provide written confirmation of receipt of this Plan Document. The Plan Document does not waive of any provisions of this Policy.

**PLAN SUPERVISOR (TPA).** The person or entity selected by the Plan Sponsor and approved by Us to perform administrative services for the Employee Benefit Plan, including payment of claims.

**POLICY YEAR.** The period beginning on the effective date and ending on the expiration date as shown on the face page of this Policy, or the actual period of time during which the Policy is in force if the Policy terminates prior to the expiration date.

**POLICYHOLDER.** Employer, Insured, You, Your or Plan Sponsor.

**REASONABLE AND CUSTOMARY CHARGE.** Charges for medical expenses, including but not limited to, physician services, hospital supplies, hospital bed rates, drugs, ancillary services and durable medical equipment usually made by such providers in the same geographical area using nationally and regionally adjusted data.

**RUN-IN PERIOD.** The period of time as defined under the Contract Basis on the Application during which claims for Plan Benefits may be Incurred provided they are Paid during the Contract Period.

**RUN-OUT PERIOD.** The period of time as defined under the Contract Basis on the Application during which claims for Plan Benefits may be Paid provided they were Incurred during the Contract Period.

**SPECIFIC CONTRACT PERIOD REIMBURSEMENT MAXIMUM.** The maximum amount of Covered Expenses We will reimburse You in each Contract Period for any one Covered Person (or Covered Family). This amount shall not exceed the amount shown as the Specific Contract Period Reimbursement Maximum on Your Application, or any maximum benefit amount or limit defined in Your Employee Benefit Plan, whichever is less.

**SPECIFIC DEDUCTIBLE.** If a Specific Deductible is shown on the Application, this is the amount of Covered Expenses that must be Paid by the Employee Benefit Plan for any Covered Person before Specific Stop Loss Insurance benefits are reimbursable under the Policy. It applies separately for each Policy Year and will be determined annually by Us.

**SPECIFIC FAMILY DEDUCTIBLE.** If a Specific Deductible is shown on the Application per a Covered Family, this is the amount of Covered Expenses which must be Paid by the Employee Benefit Plan for any Covered Family member or combination of Covered Family members before Specific Stop Loss Insurance benefits are reimbursable under the Policy. It applies separately for each Policy Year and will be determined annually by Us.

**SPECIFIC PERCENTAGE REIMBURSABLE.** The percentage of Covered Expenses to be reimbursed that were Paid under the Employee Benefit Plan in excess of the Specific Deductible.

## **ARTICLE II. SPECIFIC STOP LOSS INSURANCE**

- A. Subject to the terms, conditions and limitations of this Policy, We will reimburse You for Covered Expenses Paid in excess of the Specific Deductible (or Specific Family Deductible).
- B. We will not reimburse you for any amounts after the Specific Contract Period Reimbursement Maximum has been reached.
- C. We will not reimburse You for Plan Benefits Incurred after the Policy's expiration date.
- D. If the Policy terminates before the expiration date, Plan Benefits paid after the date of termination will not be eligible for reimbursement.
- E. Plan Benefits Paid by You which have been reimbursed by Us under Your Aggregate Stop Loss Insurance or by another insurance company or reinsurance company will not be used to:
  - 1. Satisfy the Specific Deductible (or the Specific Family Deductible), or
  - 2. Compute Specific Stop Loss Insurance benefits payable to You.
- F. The Monthly Specific Premium Rates shown on the Application apply only to the Policy Year shown therein. New Monthly Specific Premium Rates will be furnished for each new Policy Year and will be shown on a new Application provided for each Policy Year.

## **ARTICLE III. AGGREGATE STOP LOSS INSURANCE**

- A. Subject to the terms, conditions and limitations of this Policy, We will reimburse You for Eligible Covered Expenses Paid, less:
  - 1. The Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible, whichever is greater, and
  - 2. Specific Stop Loss reimbursements due or paid to You, and
  - 3. Any amounts paid by you that exceeds the Loss Limit for any Covered Person (or Covered Family).
- B. We will not reimburse you for any amounts after the Aggregate Contract Period Reimbursement Maximum has been reached.
- C. We will not reimburse You for Plan Benefits Incurred after the Policy's expiration date.
- D. If the Policy terminates before the expiration date, any Plan Benefits paid after the date of termination will not be eligible for reimbursement.
- E. Plan Benefits Paid by You which have been reimbursed by Us under Your Specific Stop Loss Insurance, by another insurance company or reinsurance company will not be used to:
  - 1. Satisfy the Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible, or
  - 2. Compute the Aggregate Stop Loss Insurance benefits payable to You.
- F. Plan Benefits Paid by You which exceed the Specific Contract Period Reimbursement Maximum for Specific Stop Loss Insurance as shown on the Application will not be used to:

1. Satisfy the Annual Aggregate Deductible or Minimum Annual Aggregate Deductible, or
  2. Compute the Aggregate Stop Loss Insurance benefits payable to You.
- G. Reimbursement for Aggregate Stop Loss Insurance for any Covered Person (or Covered Family) will be limited to an amount not to exceed the Specific Deductible (or Specific Family Deductible) or the Loss Limit, whichever is less, as set forth in the Application.
- H. The Monthly Aggregate Factor(s) shown on the Application apply only to the Policy Year shown therein. New Monthly Aggregate Factors will be furnished for each new Policy Year and will be shown on a new Application provided for each Policy Year.
- I. The Monthly Aggregate Deductible cannot be reduced by more than 10% per month if the number of Covered Persons decreases for any reason. If any Covered Persons are absent from work due to a strike, lockout, or work stoppage during any Contract Month, the number of Covered Persons will remain at the same level as for the Contract Month preceding the disruption.

#### ARTICLE IV. CLAIMS UNDER THE POLICY

##### A. Specific Claims

1. We will reimburse You for Specific Stop Loss Insurance, subject to the terms, conditions and limitations of this Policy, only after We receive a request for reimbursement with complete claim information.
2. The following documentation is required to file a Specific Stop Loss claim:
  - a. *Specific Claim Notification / Initial Filing form*, and
  - b. A copy of the employee's enrollment card, including the employee's hire date and the original effective date, and
  - c. A copy of the Plan Supervisor's claim form if the claim is for a dependent, and
  - d. Complete details regarding eligibility, and if applicable, information regarding work status, pre-existing / HIPAA documentation, subrogation, Coordination of Benefits, provider discounts and COBRA, including a copy of the COBRA election form and COBRA payment verification for all months, and
  - e. Copies of *Explanations of Benefits* attached to the corresponding itemized bills, and
  - f. Check copies, if not part of an *Explanation of Benefits*, and
  - g. Completion of the *Specific Supplemental Claim Request* portion of the claim form if applicable, and
  - h. Miscellaneous information as applicable, including but not limited to:
    - i. Complete accident details, including how, when and where an accident may have occurred, and
    - ii. Police reports for motor vehicle accidents or for services for which a law enforcement agency is involved, and
    - iii. A *Subrogation and Right of Recovery Reimbursement Agreement* if charges were incurred as a result of a third party liability, and
    - iv. Coordination of benefits documentation, and
    - v. PPO discount / repricing sheets, and
    - vi. *Large Case Management Reports*, and
  - i. Other documentation We may request.
3. LATE CLAIMS: Any claim that is either submitted, or that remains incomplete, more than 90 days after the last date for which Plan Benefits can be reimbursed under the terms of

the Policy will be denied, whether or not the delay has prejudiced Us. Your or Your Plan Supervisor's failure to file a complete claim in a timely manner may result in an adjustment of Our reimbursement to You to reflect any savings We could have obtained had a timely claim filing taken place pursuant to this provision.

4. 50% NOTIFICATION: You or Your Plan Supervisor must give notice to Us when the total amount of Plan Benefits Paid by You on a Covered Person equals or exceeds 50% of the Specific Deductible, or has the potential to exceed 50% of the Specific Deductible. Your failure to give prompt notice may result in an adjustment of Our reimbursement to You, if any, to reflect any savings We could have obtained had a prompt 50% Notification been given.

B. Aggregate Claims

1. We will reimburse You for Aggregate Stop Loss Insurance, subject to the terms, conditions and limitations of this Policy, only after We receive a request for reimbursement with Complete Claim History.
2. The following documentation is required to file an Aggregate Stop Loss claim:
  - a. Completed *Year End Aggregate Claim Form*, and
  - b. *Paid Claims Analysis report* indicating claimant's name, Incurred date, charged amount, Paid amount and Paid date, and
  - c. Eligibility listing which identifies birth date, effective date, termination date and coverage type, and
  - d. Proof of funding to include bank statements and/or deposit slips, and
  - e. *Void & Refund report*, and
  - f. *Benefit / Service Code report*, and
  - g. *Aggregate Report (Monthly Loss Summary Reports)*, and
  - h. *Specific Report* showing which claimants have exceeded the Specific Deductible or Loss Limit, and
  - i. Listing of payments made outside the Aggregate Stop Loss Insurance (i.e. Dental, Weekly Income, Vision, PPO fees capitated and, PCS Administrative Fees), and
  - j. Check Register, and
  - k. Outstanding overpayment and subrogation log, and
  - l. Prescription invoices if Prescriptions are covered under the Aggregate Stop Loss Insurance, and
  - m. Other documentation We may request.

We may also request this information the month following the expiration date of the Policy to review for retroactive adjustments.

3. Any reimbursement payable by Us to You, under this article, will be paid after the end of the Contract Period, unless otherwise endorsed.

4. **CLAIM FILING:** You must file a request for reimbursement with Us on Our customary Notice / Proof of Loss form within 90 days after the end of the time specified for payment of claims under this Policy. Your failure to file a claim within 90 days will result in claim denial, whether or not the delay has prejudiced Us.
5. **DETERMINATION OF THE ULTIMATE AGGREGATE CLAIM:** You must submit a Proof of Loss within 90 days of the end of the Policy Year or Run-Out Period, whichever is later, showing the amount of all Plan Benefits Eligible under the Employee Benefit Plan and this Policy which You have Paid. These shall be compared to the greater of the Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible. If the amount of Net Paid Claims eligible under this policy is greater than the appropriate Annual Aggregate Deductible, We will reimburse You for the amount of the excess.

C. All Claims

1. **REIMBURSEMENT OF CLAIMS:** Prior to making any reimbursement, We have the right to review each claim submitted to Us to determine if You are entitled to any reimbursement under this Policy. This review may include, but is not limited to, an on-site audit or requests for additional documentation. You warrant that You have Paid the providers of Plan Benefits for which reimbursement is sought.
2. **SETTLEMENT OF PLAN CLAIMS:** We have no duty or obligation to settle or adjust any claims for Plan Benefits filed under Your Employee Benefit Plan.
3. **RIGHT OF RECOVERY.** If You are entitled to recover from any party Plan Benefits Paid under the Employee Benefit Plan, such amounts cannot be used to satisfy either the Specific and / or Aggregate Deductibles. We also will not reimburse You for any Plan Benefit recovered from any party. If We have reimbursed You for all or part of a Plan Benefit and You recover any part of the Plan Benefit from any party, You must repay Us to the extent of Our reimbursement regardless of whether the policy is still in-force on the date of the recovery. You must reimburse Us first, and in full, before You receive any benefit of the recovery. We retain the right to employ our own independent counsel and You assign to us Your rights and the Employee Benefit Plan's rights to the extent of Our reimbursement(s) to You.

In the event that You reimburse Us in the matter where Our designated counsel is not involved, Your repayment may be reduced by the reasonable and necessary expenses incurred in recovering from the third party.

If You fail to reimburse Us for a valid claim for a Covered Expense against a third party, and We are required to reimburse You for such a Covered Expense, We shall be subrogated to Your rights to pursue the claim.

Any amount We recover shall first be used to pay Our expenses of collection and then apply towards any amount that We reimbursed You under the policy. Any remaining amount will be paid to You.

You are required to provide Us with such information as We request in order to protect Our right to reimbursement.

4. **CLAIMS ELIGIBLE UNDER TWO CONTRACTS.** If a claim for reimbursement can be filed under two different policy years, it must be filed under the earlier policy year.

## **ARTICLE V. LIMITATIONS OF COVERAGE**

- A. This Policy is between You and Us. No other party has any rights under this Policy.
- B. Coverage for Plan Benefits Incurred for an employee who is not actively at work as a result of sickness, accidental bodily injury, maternity, military service, personal reasons, lay-off, strike, or any other leave of absence (either before or after the effective date of the Policy), or the employee's covered dependent(s), unless the employee or dependent(s) are receiving continuation benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, shall be limited to the length of time specified in the Plan Document.
- C. All Plan Benefits Incurred outside the United States of America will be excluded from coverage unless:
  - 1. The service(s) would have been a Covered Expense if the service(s) had been provided in the United States, and
  - 2. The Covered Person is not covered by any other country's national health care program or any employer's foreign voluntary compensation coverage.

## **ARTICLE VI. EXCLUSIONS**

WE will not reimburse YOU for:

- A. Plan Benefits covered by amendments to the Employee Benefit Plan that were incurred prior to Our written approval of such amendments.
- B. Plan Benefits that are covered under any Coordination of Benefits provision. We may elect to reduce or deny any reimbursement which may be payable to You, to the extent that a payment may be made by another insurer, another Employee Benefit Plan or any other party, to either the Employee Benefit Plan or Covered Person. This provision is applicable irrespective of how such payment is characterized and whether or not payment has actually been made for any or all of the Covered Person's losses.
- C. Plan Benefits paid for any surgery, prescription drugs, device, or procedure, which is defined as Experimental or Investigative and any complications or other expenses arising thereto.
- D. Plan Benefits Incurred by or on behalf of an employee or dependent of an employee of any affiliated or subsidiary company not included in the Application, unless added by Policy endorsement.

## **ARTICLE VII. GENERAL PROVISIONS**

- A. **CHANGES AND TERMINATIONS OF THE POLICY**
  - 1. Your Policy may be changed at any time with Our written consent.
  - 2. Only an officer of The Company has the authority to alter this Policy, or to waive any of Our rights or requirements, and then only by written endorsement.
  - 3. We reserve the right to change any Specific or Aggregate Premium Rates and Monthly Aggregate Factors with written notice to You as to the extent and effective date of the change at any time during Your Policy Year if:



- a. Your Employee Benefit Plan is changed, or
  - b. The number of Covered Units Eligible under Your Policy:
    - i. Drops below 15, or
    - ii. Increases or decreases by 15% from the number of Covered Units on the first day of the Contract Period, or
    - iii. Increases or decreases by 10% in any Contract Month from the prior Contract Month.
  - c. If we have agreed to reduce the Monthly Aggregate Factors, the Minimum Annual Aggregate Deductible and / or the Monthly Specific Premium Rates in consideration of Your agreement to implement a Cost Containment Program, we may recalculate in accordance with Our normal practice, the Monthly Aggregate Factors, the Minimum Annual Aggregate Deductible and / or the Monthly Specific Premium Rates if you have not followed the procedures relating to the Cost Containment Program as defined in Our agreement.
  - d. Upon the enactment of any law, regulation or amendment thereto, by any state or jurisdiction, which affects our liability under this Policy, and in Our judgment, requires such a change.
4. You may terminate the Policy by giving Us not less than 31 days written notice.
5. We may terminate this Policy prior to the end of a Contract Period by giving you 31 days written notice if You fail to comply with any provision of the Policy.
6. We may terminate this Policy at the end of the Contract Period by giving You 31 days written notice of such termination.
7. All insurance provided hereunder to You will automatically terminate:
- a. At the beginning of any Contract Month for which any premium for either Specific or Aggregate Stop Loss Insurance has not been paid in full by the end of the grace period, or
  - b. On the date You fail to Pay claims promptly or make funds available to Pay claims promptly as required by this Policy, or
  - c. On the date Your agreement with Your Plan Supervisor is terminated, or
  - d. On the date You change Your Plan Supervisor before obtaining Our written consent for a successor Plan Supervisor, or
  - e. On the date Your Employee Benefit Plan terminates or ceases to accept newly Incurred claims, whichever is earlier, or on the date You obtain other coverage for Your Employee Benefit Plan participants, or
  - f. On the date You terminate the Policy for any reason prior to the end of the Contract Period. In this event, We will not be liable for any Plan Benefits Paid after the termination date, or
  - g. At the end of the Contract Period unless You accept in writing Our terms for renewal of the Stop Loss Insurance before the end of the Contract Period, or
  - h. On the expiration date of this Policy.
- B. **AMENDMENTS TO THE PLAN:** You must give Us at least 31 days written notice of any proposed amendments to Your Employee Benefit Plan. No amendment to Your Employee Benefit Plan will be binding on Us until We have approved the amendment in writing.
- C. **ARBITRATION:** Any controversy or dispute, involving Us that arises out of or relates to this Policy, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination of this Policy.

- D. **ASSIGNMENT:** You may not assign any of Your rights under this Policy without Our prior written consent.
- E. **CLERICAL ERROR:** Our obligations under this Policy will not be expanded by any clerical error whether by You or Us in creating or maintaining records or calculating rates, factors, premiums, deductibles or claims pertaining to this Policy. A clerical error is a mistake in performing a clerical function, such as typing, but does not include intentional acts or the failure to comply with the provisions of the Employee Benefit Plan or Policy.
- F. **CONCEALMENT OR MISREPRESENTATION:** This Policy is issued based upon Our understanding that You, Your Plan Supervisor and your agent or broker have provided to Us a Complete Claims History. The Policy will be void if We find that You, your Plan Supervisor and your agent or broker have concealed or misrepresented any material fact or circumstance concerning this coverage or the Employee Benefit Plan's Complete Claims History, whether intentional or not. Our liability will be limited to return of the premium paid by You after deducting the amount of the reimbursements made by Us to You prior to the date of termination. If the amount of reimbursements paid to You exceeds the premium paid to Us, You will pay Us the difference. If We find that You, Your Plan Supervisor, your agent or broker have not provided to Us a Complete Claims History, We may, at Our option, either rescind the policy or re-underwrite coverages under this Policy, using all claims data available to Us.
- G. **CONFORMITY WITH STATE AND FEDERAL LAW:** Any provision of this Policy, which, on its effective date, is in conflict with the laws of the state of jurisdiction or which is mandated by Federal law, is hereby amended to conform to the minimum requirements of said laws.
- H. **COST CONTAINMENT PROGRAM:** We have the right to participate, at Our option and expense, in any savings or Cost Containment Program that You have in place. If no such program exists, We have the right to retain the services of a third party to implement a Cost Containment Program.
- I. **DISCLAIMER:** We act only as an insurer to You. We are not a fiduciary or a party in interest to the Employee Benefit Plan or any participant. We do not assume any duty to perform any of the functions of, or to provide any of the reports required by, You by the Employee Retirement Income Security Act of 1974, as amended or any other applicable state or federal law. We assume no responsibility or obligation for the administration of Your Employee Benefit Plan or Your acts. We reserve the right to determine amounts payable under this Policy without regards to such acts.
- J. **ENDORSEMENTS:** Any endorsements attached or subsequently issued by us shall become a part of this Policy.
- K. **ENTIRE AGREEMENT:** This Policy and any attached endorsements, Your attached Application and your Plan Document are the entire agreement between You and Us. We have relied upon the underwriting information (including Complete Claims History and the Plan Document) provided by You in issuing this Policy and You represent such information is complete and accurate. Should We later learn such information was incomplete or incorrect, We have the right to modify the Policy as of the effective date to reflect the complete or correct information or to terminate the Policy.

L. **INDEMNIFICATION, DEFENSE AND HOLD HARMLESS:** You agree to indemnify, defend and hold Us harmless from any liability, including but not limited to, interest, penalties, attorney fees, extra contractual, exemplary or punitive damages ("expenses") arising from or relating to:

1. Any negligence, error, omission, defalcation or intentional acts by your Plan Supervisor, or
2. Any dispute involving Covered Person(s), former Covered Person(s), or any person(s) claiming entitlement to benefits under the Employee Benefit Plan, or
3. Any taxes We are assessed with respect to funds paid to or by You under Your Employee Benefit Plan, except any taxes or amounts paid to Us as premiums for this Policy.

We will promptly notify You upon discovery of matters to which Your obligations under this provision apply. We have the right to participate in the defense at Our expense. Without limiting the foregoing, if You fail to defend timely, We have the right, but not the duty, to defend and to compromise or settle the claim or other matters on Your behalf, for Your account and at Your risk.

M. **INSOLVENCY:** In the event of Your insolvency or bankruptcy, subject to the terms, conditions and limitations of this policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy. We will make such payments only if You have Paid all required premiums and have complied with Your obligations under this Policy. Nothing in this section shall increase Our liability beyond that which would have existed had You not become insolvent or bankrupt.

N. **LEGAL ACTION:** No legal action can be brought to recover under this Policy:

1. Until 60 days after the date a reimbursement claim is submitted, or
2. Two years after the date a reimbursement claim is required to be furnished. You shall notify Us in writing within 10 days after receipt of any objection, notice of legal action or complaint regarding Your handling of a claim.

O. **NOTICE:** Notice under this Policy will be given to You through Your Plan Supervisor and will be deemed to have been received by You.

P. **OFFSET:** We may offset payments due to You under this Policy against claims overpayments, cost containment charges and premiums due and unpaid.

Q. **PAYMENT OF PREMIUMS:**

1. Each premium is payable to HCC Life Insurance Company, P.O. Box 402032, Atlanta, GA 30384-2032 or such other place as We designate in writing.
2. Specific Stop Loss Insurance premiums are due on the first day of each calendar month, regardless of the effective date of the Policy. If the effective date is other than the first day of a calendar month, the first month's premium will be pro-rated.
3. Aggregate Stop Loss Premium(s) are due monthly or are payable in advance for the Policy Year, as stated in Your Application.

4. A grace period of thirty-one (31) days is allowed for the payment of each premium after the first premium. If the premium is not paid during the grace period, the Policy will terminate without further notice as of the premium due date.
5. If we terminate this Policy for non-payment of premium, application may be made for reinstatement.

All outstanding premiums, including the current month's premium, must be remitted within 10 days of the end of the grace period.

Payment of premiums shall not guarantee reinstatement of the Policy. We reserve the right to conduct a diligent review of the Complete Claims History and re-underwrite the Policy as We deem necessary as part of the terms for reinstatement.

If the Policy is terminated more than one time during a Policy Year for non-payment, no requests for reinstatement will be granted.

6. In no event, will more than three (3) months of retroactive credit be granted for any clerical error(s) in the remittance of any premium.
- R. **POLICY NON-PARTICIPATING:** This Policy is non-participating and does not entitle You to share in Our earnings.
- S. **RECORDS:** You and / or Your Plan Supervisor will maintain such records as may be required by Us for this Policy and will make them available to us upon Our request. These records may include, but are not limited to, the Complete Claims History. We may audit Your records relating to this Policy and the claims filed under the Employee Benefit Plan at any time during the Policy Year and for two years after the expiration date of such Policy. Your records will include records held by You or by Your Plan Supervisor. As a result of any audit, We may readjust your Monthly Specific Premium Rates, Monthly Aggregate Factors, premiums, deductibles or expenses as may be necessary to reflect Our original intent in underwriting this Policy.
- T. **RENEWAL:** Unless terminated for any of the reason(s) described in this Policy, Your insurance will be renewed for another Policy Year if You accept Our renewal terms. We will not change rates more than once in any Policy Year, except as allowed under the Changes and Termination Provisions in Article VII.

We reserve the right to change the renewal premium rates and Monthly Aggregate Factors for the new Contract Period if the average monthly payments made by You for Plan Benefits during the last two months of the current Policy Year vary by more than 30% from the average of the monthly payments made for Plan Benefits during the previous ten (10) Contract Months.

We will not offer a renewal if We are no longer doing business with Your Plan Supervisor.

- U. **SUBSIDIARIES AND AFFILIATED COMPANIES:** You must notify Us in the event You acquire a subsidiary or affiliated company that will be included under Your Employee Benefit Plan. If You do acquire a subsidiary or affiliated company that will be included under Your Employee Benefit Plan, You must disclose certain claims information on the acquired subsidiary as a whole and / or on persons whose coverage You will be assuming under Your Employee Benefit Plan. Failure to do so will subject benefits under this Policy to certain limitations, as described under the ENTIRE AGREEMENT provision of this Article.

Acquisition of a subsidiary or affiliated company that will be included under Your Employee Benefit Plan may affect Your Monthly Specific Premium Rates and/or Monthly Aggregate Factors, as described in the CHANGES AND TERMINATIONS provision of this Article.

You must notify Us in the event You cede or dissolve a subsidiary or affiliated company that was included under your Employee Benefit Plan. Failure to do so may subject this Policy to termination or may affect Your Monthly Specific Premium Rates and/or Monthly Aggregate Factors as described in the CHANGES AND TERMINATIONS provision of this Article.

- V. TAXES: You shall hold Us harmless from any taxes, which may be assessed against Us with respect to Your Employee Benefit Plan or with respect to claims for Covered Expenses paid under the Policy, and You shall reimburse Us for such taxes, if any, as determined by Us.
- W. YOUR DESIGNATED PLAN SUPERVISOR (YOUR TPA). We agree to recognize Your Plan Supervisor as Your agent and attorney-in-fact for the administration of Your Employee Benefit Plan. You agree that:
1. Your Plan Supervisor is Your agent and attorney-in-fact, and is not Our agent. You authorize Your Plan Supervisor to act in Your name, place and stead for purposes of this Policy, to include submission of proofs of loss, certifying the Payment of Plan Benefits, transmitting reports and payments of premiums to Us and receiving reimbursements from Us. Payments sent by Us to Your Plan Supervisor are payments to You. Premium payments by You through Your Plan Supervisor will be payments to Us only to the extent We actually receive them.
  2. You or Your Plan Supervisor is responsible for administering Your Employee Benefit Plan, preparing reports as required by Us and keeping and making available to Us such data as We may require.
  3. You or Your Plan Supervisor will perform such duties and keep such records as are required for You to comply with this Policy.
  4. You will pay Your Plan Supervisor for all administrative functions performed in relation to this Policy.
  5. We reserve the right to cease doing business with Your Plan Supervisor.

**STOP LOSS INSURANCE**  
**HCC LIFE INSURANCE COMPANY**  
 Three Town Park Commons, 225 TownPark Drive, Suite 350  
 Kennesaw, Georgia 30144 (800 447-0460)

**APPLICATION**

1. Full Legal Name of Applicant and Address <b>Warren County Board of Commissioners</b> <b>Warren County Administration Building 406</b> <b>Justice Drive</b> <b>Lebanon, OH 45036</b> <b>Telephone No.: (513)695-1250</b>	2. Applicant is a (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Labor Union <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> PEO <input type="checkbox"/> Partnership <input type="checkbox"/> MEWA Other: <b>Unknown</b>
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3. Contract Period: **Effective Date: 01/01/2019**      **Expiration Date: 12/31/2019**

4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage:  
 Address of Affiliates or Subsidiaries:  None     See attached listing if applicable

5. Nature of Business of the Applicant to be Insured: <b>Executive Offices</b>	6. Key Contact Person at Applicant:
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7. Enter full name of the Employee Benefit Plan(s): **Warren County Board of Commissioners Summary Plan**  
**Description**  
 A signed copy of such Employee Benefit Plan(s) must be attached and will form part of this contract.

8. Name and Address of Plan Supervisor:  
**United Healthcare 400 E. Business Way Suite 100 Sharonville, OH 45241**

9. Agent of Record: **Horan Associates Incorporated**

10. Estimated Initial Enrollment: **Single: 339 Family: 541 Total Covered Units: 880**

11. Refrees Covered:  Yes     No

12. The Utilization Review vendor will be: **United HealthCare**

13. Deposit Premium (Minimum of first month's estimated premium): **\$ 22,153.54**  
 Please review the deposit premium on the Monthly Premium Accounting Worksheet.

14. **SPECIFIC STOP LOSS INSURANCE:**       Yes       No

A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked):  
 Medical     Prescription Drug Card     Prescription Drugs Under Medical     Other

B. Specific Deductible in each Contract Period per Covered Person: **\$250,000**

C. Contract Basis: **24/12**  
**Covered Expenses Incurred from 01/01/2018 through 12/31/2019, and Paid from 01/01/2019 through 12/31/2019.**

Retain limit: **N/A**

D. Unlimited Specific Lifetime Reimbursement Maximum per Covered Person  
 Specific Contract Period Reimbursement Maximum per Covered Person: **Unlimited**

E. Separate Individual Specific Deductible: **None**

F. Monthly Specific Premium Rates: (Based on Split Funded Endorsement):  
**Single: \$8.53 Family: \$28.87**

G. Specific Percentage Reimbursable: **100%**

H. Specific Terminal Liability Option:       Yes       No  
 Specific Terminal Liability Option premium per Covered Person per month:

15. AGGREGATE STOP LOSS INSURANCE:

Yes  No

- A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):  
 Medical  Dental  Weekly Income  Vision  Prescription Drug Card  Prescription Drugs under Medical  Other:
- B. Minimum Annual Aggregate Deductible: **\$11,320,424.88**  
 (Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)
- C. Contract Basis: **24/12**  
 Covered Expenses Incurred from **01/01/2018** through **12/31/2019**, and Paid from **01/01/2019** through **12/31/2019**.

Run-In limit: **N/A**

D. Aggregate Contract Period Reimbursement Maximum: **\$1,000,000**

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single	\$603.59					
Family	\$1,365.53					

F. Aggregate Percentage Reimbursable: **100%**

G. Loss Limit: **\$250,000**

For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option:  Yes  No

I. Aggregate Terminal Liability Option:  Yes  No

J. Aggregate Premium:

1.  Annual Premium payable in advance for Contract Period:
2.  Monthly Premium rate per Covered Unit: \$ **4.14**
3.  Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
4.  Aggregate Terminal Liability Option premium per Covered Unit per month:

**SPECIAL RISK LIMITATIONS** are stated on the Addendum to Application (if applicable).

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Plan Supervisor retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, and is subject to approval by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Employee Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Employee Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Employee Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant:

Applicant's Federal Tax I.D. Number:

Warren County Board of Commissioners

31-6000058

Dated at 12-4-18

this 12 day of December, 2018

[Signature]  
Officer / Partner Signature (print name)

[Signature] Stephen Ale  
Licensed Agent Signature (print name)

Tiffany Lindel

For HCC Life Insurance Company Office Use Only: **ACCEPTANCE**

Accepted on behalf of the Company, this 30th day of January, 2019

By: [Signature]

Title: EVP & COO

Policy No.: HCL33495



# Resolution

Number 19-0189

Adopted Date February 12, 2019

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 105 AND 112 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Reports 105 and 112; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Reports 105 and 112, 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



# Warren County Sales Order 6395 Task Completion Report 105

2018 AUG 16 1:58 PM

**Effective Date: 08/16/2018**

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

**Acknowledgement:** Warren Co 6395—JMS Data Conversion documents

**Document(s):** Warren County OH Inform Jail 5 Conversion Schedule, OSD - Warren County OH Inform Jail 5 Conversion V1.3 and OSD- Warren CO Inform Jail Conversion Mapping

On August 16, 2018 client was provided the above documents via email for the Warren Co 6395 JMS data conversion. Client agrees the OSD and supporting documents are the framework for the JMS data conversion to continue.

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

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

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

## Approvals

Client Project Manager Print Name: Shannen Jones

Signature: [Signature]

Date: 2/12/19

TriTech Project Manager Print Name: Jameson Gartner

Signature: [Signature]

Date: 08/16/2018

16JAN 847A



# Warren County Sales Order 6395 Task Completion Report 112

**Effective Date:** 01/08/19

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

**Acknowledgement:** CAD ArcServe and DR failover

**Document(s):** CAD Server - Startup Procedure and CAD 1 - Step Test Refresh Client Instructions

**CentralSquare Resource(s):** Hai and Armando

Client and CentralSquare resources worked together to provide and overview of ArcServe functionality and a simulated PRODUCTION to DR failover.

Client has been provided the above documentation

This training and overview is considered complete and closed.

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

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

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

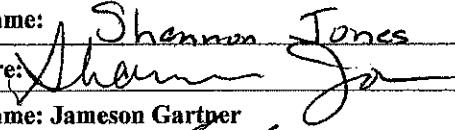
## Approvals

Client Project Manager

Print Name:

Shannon Jones

Signature:



Date:

2/12/19

TriTech Project Manager

Print Name: Jameson Gartner

Signature:



Date: 01/08/19

# Resolution

Number 19-0190

Adopted Date February 12, 2019

APPROVE ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION REPORT WITH THE US DEPARTMENT OF JUSTICE FOR THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the Board of Commissioners to execute the Equitable Sharing Agreement and Certification Report with the US Department of Justice for participation in the Federal Equitable Sharing Program for the Warren County Sheriff's Office; said Equitable Sharing Agreement and Certification Report 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Department of Justice  
Auditor  
Sheriff (file)



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** OH0830000  
**Agency Name:** Warren County Sheriff's Office  
**Mailing Address:** 822 Memorial Drive  
 Lebanon, OH 45036

**Type:** Sheriff's Office

**Agency Finance Contact**

**Name:** Dickerson, Lisa  
**Phone:** 5136952327  
**Email:** lisa.dickerson@wcsooh.org

**Jurisdiction Finance Contact**

**Name:** Nolan, Matt  
**Phone:** 5136951101  
**Email:** Matthew.Nolan@co.warren.oh.us

**ESAC Preparer**

**Name:** Dickerson, Lisa  
**Phone:** 5136952327  
**Email:** lisa.dickerson@wcsooh.org

**FY End Date:** 12/31/2018

**Agency FY 2019 Budget:** \$18,237,005.00

### Annual Certification Report

Summary of Equitable Sharing Activity	Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1 Beginning Equitable Sharing Fund Balance	\$46,074.15	\$0.00
2 Equitable Sharing Funds Received	\$0.00	\$0.00
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$91,713.10	\$0.00
4 Other Income	\$0.00	\$0.00
5 Interest Income	\$0.00	\$0.00
6 Total Equitable Sharing Funds Received (total of lines 1-5)	\$137,787.25	\$0.00
7 Equitable Sharing Funds Spent (total of lines a - n )	\$6,354.62	\$0.00
8 Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$131,432.63	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a Law Enforcement Operations and Investigations	\$0.00	\$0.00
b Training and Education	\$0.00	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$6,204.00	\$0.00
d Law Enforcement Equipment	\$150.62	\$0.00
e Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f Contracts for Services	\$0.00	\$0.00
g Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j Matching Grants	\$0.00	\$0.00
k Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l Support of Community-Based Programs	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
n Salaries	\$0.00	\$0.00
<b>Total</b>	<b>\$6,354.62</b>	<b>\$0.00</b>

**Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds
The Greater Warren County Drug Task Force - OHEQ00081	\$91,713.10	

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Support of Community-Based Programs**

Recipient	Justice Funds	Treasury Funds

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information**

**Independent Auditor**

**Name:** Loren S. Crisp  
**Company:** Auditor of State of Ohio  
**Phone:** 614-466-4514      **Email:** lscrisp@ohauditor.gov

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES  NO

Prior year Single Audit Number Assigned by Harvester Database: 768899



## Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. **Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. **Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes  No

### Agency Head

Name: Sims, Larry L.

Title: Sheriff

Email: larry.sims@wcsooh.org

Signature:  Date: 2-6-19

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Shannon Jones

Title: President, Warren Co. Commissioners

Email:

Signature:  Date: 2/12/19

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

# Resolution

Number 19-0191

Adopted Date February 12, 2019

APPROVE FIRST AMENDMENT TO SERVICE AGREEMENT WITH MENTAL HEALTH RECOVERY SERVICES REGARDING PSYCHIATRIC SERVICES, ON BEHALF OF THE WARREN COUNTY JAIL

WHEREAS, on June 5, 2018, pursuant to Resolution Number 18-0887, the Warren County Sheriff's Office(WCSO) executed a Service Agreement with Mental Health Recovery Services(MHRS) for psychiatric services forth Warren County Jail; and

WHEREAS, the contract executed on June 5, 2018 is effective July 1, 2018 through June 30, 2019, and contains a maximum amount payable for services not to exceed \$20,800 for the entire term of the agreement, paid in quarterly increments not to exceed \$5200 each; and

WHEREAS, the parties agree that there is a need to increase the maximum amount payable for the remainder of the agreement term;

NOW THEREFORE BE IT RESOLVED, that the parties hereby agree to amend the section of the aforementioned service agreement for the remainder of the agreement term, which shall be January 1, 2019 through June 30, 2019, to increase the maximum amount payable and quarterly increments; as attached hereto and made 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Mental Health Recovery Services of Warren and Clinton Counties  
Sheriff (file)

**FIRST AMENDMENT TO SERVICE AGREEMENT BETWEEN WARREN COUNTY  
SHERIFF'S OFFICE AND MENTAL HEALTH RECOVERY SERVICES**

WHEREAS, on June 5, 2018, pursuant to Resolution Number 18-0887, the Warren County Sheriff's Office (WCSSO) executed a Service Agreement with Mental Health Recovery Services (MHRS) for psychiatric services for the Warren County Jail; and

WHEREAS, the contract executed on June 5, 2018 is effective July 1, 2018 through June 30, 2019, and contains a maximum amount payable for services not to exceed \$20,800 for the entire term of the agreement, paid in quarterly increments not to exceed \$5200 each; and

WHEREAS, the parties agree that there is a need to increase the maximum amount payable for the remainder of the agreement term;

NOW THEREFORE, the parties hereby agree to amend the section of the aforementioned service agreement for the remainder of the agreement term, which shall be January 1, 2019 through June 30, 2019, to increase the maximum amount payable and quarterly increments as follows:

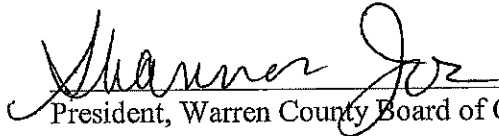
**Provision of Grant Funds and Reporting Requirements**

For Quarters 3 and 4 (January 1, 2019 to June 30, 2019) the maximum amount payable under this Service Agreement is not to exceed \$20,400, to be paid in increments up to \$10,200 per quarter.

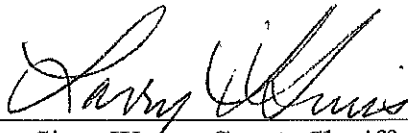
All other articles included in the original Service Agreement executed June 5, 2018 shall remain in full force and effect until such time the contract is either terminated or amended.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized representatives.

By Resolution Number 19-0191 of the Warren County Board of County Commissioners, dated February 12, 2019.

  
\_\_\_\_\_  
President, Warren County Board of County Commissioners

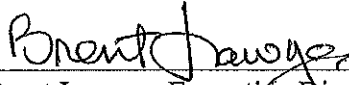
2/12/19  
Date



Larry Sims, Warren County Sheriff

2-4-19

Date

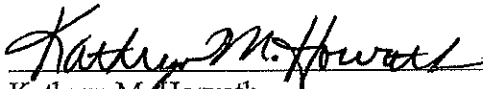


Brent Lawyer, Executive Director  
MHRS of Warren and Clinton Counties

01/25/19

Date

Approved as to Form:



Kathryn M. Horvath  
Assistant Prosecuting Attorney

# Resolution

Number 19-0192

Adopted Date February 12, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding with the following party, as attached hereto and made part hereof:

Lebanon Public Library  
101 South Broadway  
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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – OhioMeansJobs  
OhioMeansJobs (file)

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 12 day of February, 2019, by and among Warren County Board of Commissioners on behalf of OhioMeansJobs Warren County (hereinafter referred to as "OMJ Warren"), 300 East Silver St, Lebanon, Ohio 45036, and Lebanon Public Library, 101 S. Broadway, Lebanon, Ohio 45036 (hereinafter referred to as "LPL").

WHEREAS, a Memorandum of Understanding between OMJ Warren and LPL is needed to delineate roles and responsibilities for OMJ Warren and LPL in the provision of job readiness and job seeking skills for OMJ Warren and LL customers;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follow:

### ROLES AND RESPONSIBILITIES OF PARTICIPATING AGENCIES

#### OMJ WARREN AGREES TO:

- Attend LPL staff meetings in order to provide staff training in the areas of job-seeking, use of [www.ohiomeansjobs.com](http://www.ohiomeansjobs.com), resume creation, and interviewing skills;
- Routinely share current labor market information;
- Routinely share the OMJ Events Calendar that highlights upcoming hiring events and training opportunities;
- Invite a representative of the LPL staff to attend OMJ partner meetings.

#### LPL AGREES TO:

- Consider work interns at the LPL;
- Attend OMJ Partner meetings to train OMJ partners on the services provided at the LPL;
- Consider attending hiring events when the LPL has hiring needs;
- Link OMJ job and service information on the LPL public computers' desktops;
- Consider hosting job fairs on-site at LPL or in a larger venue in the area.

### CONFIDENTIALITY STATEMENT

The parties of the Memorandum of Understanding (MOU) agree to honor the confidentiality of all information they are subject to through the implementation of the MOU. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirement of any of the parties collecting, receiving or sharing information, and will remain in effect beyond the termination or expiration of the MOU.

restrictive confidentiality requirement of any of the parties collecting, receiving or sharing information, and will remain in effect beyond the termination or expiration of the MOU.

### **LIABILITY**

Each party of the Memorandum of Understanding (MOU) agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this MOU shall impute or transfer any such responsibility from one to the other.

### **CONFLICT RESOLUTION**

The parties of this Memorandum of Understanding (MOU) shall first attempt to resolve all disputes informally. Should informal resolution efforts fail, any party may call a meeting of all parties to discuss and resolve disputes. If a resolution cannot be reached between the parties, the dispute shall be referred to County Administration for resolution.

### **AVAILABILITY OF FUNDS**

This MOU is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during the duration of the MOU, the funds are not allocated and available for the proposed services as projected here within, the MOU will terminate concurrent with the notice of reduction/termination of funding.

### **TERMS AND CONDITIONS**

1. The Memorandum of Understanding (MOU) shall be in effect on \_\_\_\_\_, 2019 and remain in effect until June 30, 2020, with two (2) one-year option renewals.
2. The Memorandum of Understanding (MOU) may be modified at any time by written agreement of the parties.
3. Any party of this Memorandum of Understanding (MOU) may terminate its participation on the collaborative project upon submission of a thirty (30) day notice of termination.

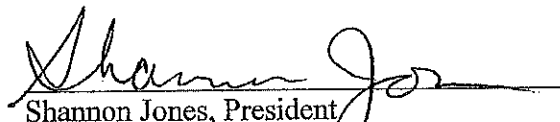
### **SEVERABILITY**

If any part of the MOU is found to be null and void, or is otherwise stricken, the rest of the MOU shall remain in full force and effect.




IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates as indicated below.

WARREN COUNTY

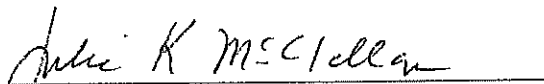
  
Shannon Jones, President  
Warren County Board of Commissioners

2/12/19  
Date

APPROVED AS TO FORM

  
Keith W. Anderson  
Asst. Prosecuting Attorney

LEBANON PUBLIC LIBRARY

  
Julie McClellan, Director

2-8-19  
Date

# Resolution

Number 19-0193

Adopted Date February 12, 2019

APPROVE STATEMENT OF WORK AGREEMENT WITH PROMARK COMPANY, FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into a statement of work agreement with Promark Company., (hereafter "Provider") whose address is Baldwin 200, 625 Eden Park Drive, Suite 410 Cincinnati, Ohio; and


NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services in furtherance of the agreement the Board authorizes expenditures of \$2,500.00. Copy of said agreement is 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

nc/

cc: c/a—Promark Company  
Area 12 WIB(file)

**Statement of Work – PROMARK COMPANY  
WIBBCW  
Workforce Investment Board, Butler -Clermont- Warren  
No. 1  
January 24, 2019**

1. **Agreement:** PROMARK Company, an Ohio corporation (“Promark”) and **Workforce Investment Board, Butler -Clermont- Warren** \_\_\_\_\_ (“Client”), agree to this Statement of Work (“SOW”) to be governed by the terms and conditions contained in the [Services Agreement/Master Services Agreement] between Client and Promark dated January 16, 2019 (the “MSA”).

2. **Definitions:** Capitalized terms not otherwise defined herein shall have the meanings set forth in the MSA.

3. **Effective Time Period:** This SOW will begin on the date first set forth above (“Effective Date”) and will remain in effect until this SOW or the MSA is terminated, whichever occurs first.

4. **Project Description:**

Following discussions with Stacy Sheffield, a workplace assessment is requested. A neutral third party, providing profiles in workplace communication will provide the opportunity for new insights and ideas for increased effectiveness.

Both Stacy Sheffield and Amy Pond will be provided with links to DiSC Workplace Profiles. Upon completion they will be debriefed individually by the Promark Coach. Following that, DiSC Comparison Reports of styles will be generated. These reports, detailing the benefits and challenges of different traits will be debriefed together, with opportunity for discussion and action planning.

**Objectives:**

Stacy and Amy will be able to:

- I. Identify their Conflict and Communication Styles
- II. Learn the preferred style of the other person
- III. Learn their similarities and differences: benefits and challenges
- IV. Use debriefing conversations to discuss possibilities going forward

**Investment: Assessment and Debriefing**

- Kick Off Meeting
- DiSC Workplace Profiles Assessments
- Individual reports for each participant
- Two individual meetings with Amy and Stacy
- One joint meeting debriefing Comparison Reports
- Summary meeting or call with executive Director for further recommendations

**Key Plan Elements:**

Promark shall perform the following Services in relation to the above project description and guidance from Stacy Sheffield

5. **Place of Performance:** Meetings will be at **Workforce Investment Board, Butler -Clermont- Warren**
6. **Expenses:** N/A


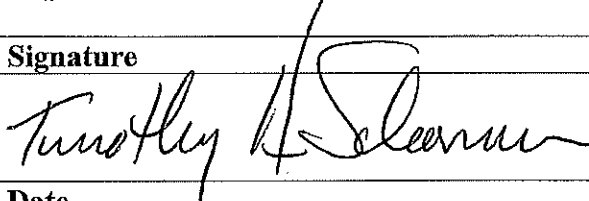
7. **Investment Schedule and Payment:**

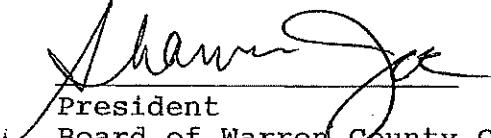
<b>Program</b>	<b>Investment</b>
Workplace Assessment	\$2,400

*[Signature Page Follows]*

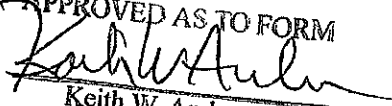
*Signature Page to Statement of Work No.1*

**Approval / Agreement:**

<b>Workforce Investment Board, Butler - Clermont- Warren (Area 12) Representative: Stacy Sheffield</b>	<b>PROMARK COMPANY Representative: Tim Schoonover</b>
<b>Signature</b> 	<b>Signature</b> 
<b>Date</b> 1/31/19	<b>Date</b> 1-31-2019
<b>Printed Name</b> Stacy Sheffield	<b>Printed Name</b> Tim Schoonover
<b>Title: Executive Director</b>	<b>Title: President &amp; CEO</b>

  
 President  
 Board of Warren County Commissioners

2/12/19  
 Date

APPROVED AS TO FORM  
  
 Keith W. Anderson  
 Asst. Prosecuting Attorney

Requisitions Pond, Amy B.

+	Mass Allocate	Custom Interface	Attach (1)	Excel	Release	My Approvals	Return to Search
New	Duplicate	Notes	Tools	Office	Actions/ Approvers	Activate	Search
Edit	Menu				Workflow		

**Requisition: 2019/249**  
Released, Pond, Amy B., 02/07/2019

**Total Cost: \$2,500.00**

▼ Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year*	Requisition Number*	Created Date*	Type
<input type="text" value="2019"/>	<input type="text" value="249"/>	<input type="text" value="2019-02-07"/>	<input type="text" value="(N) NORMAL"/> ▼
Department*	<input type="text" value="(WIB) WIB BOARD"/> ... View		Purchase order <input type="text"/>
Commodity	<input type="text"/> ... View		Review <input type="text"/> ▼
Description	<input type="text" value="WIB PROFESSIONAL SERVICES CONTRACT"/>		Needed by <input type="text"/>
Buyer	<input type="text"/> ...		PO Expiration <input type="text"/>

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Notify Originator of Overages
- Receive by Amount
- Three Way Match Required
- Inspection Required

by  ...

▼ Items (1)

Requisitions

Pond, Amy B.

+	Mass Allocate	Custom Interface	Attach (1)	Excel	Release	My Approvals	Return to Search	Requisition
New	Duplicate	Notes	Tools	Office	Actions/ Approvers	Activate	Search	Return
Edit	Menu				Workflow			

**Requisition: 2019/249**  
Released, Pond, Amy B., 02/07/2019

**Total Cost: \$2,500.00**

Item Details

Add Item Delete Item Notes (0) Line 1

Item  ... View

Vendor  ... View

Contract  ... View

625 EDEN PARK DR SUITE 410  
CINCINNATI, OH 45202

Commodity  ... View

Pick Ticket  Purchase

Ship to\*  ...

Description\*

WORKFORCE INVESTMENT BOARD  
406 JUSTICE DR  
LEBANON, OH 45036

E-mail

Quantity

Amount

Discount Percent

Freight Amount

Credit Amount

Line Item Total

# Resolution

Number 19-0194

Adopted Date February 12, 2019

APPROVE MASTER SERVICES AGREEMENT WITH PROMARK, ON BEHALF OF THE  
AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into a Master Services Agreement with Promark Company, (hereafter "Provider") whose address is Baldwin 200, 625 Eden Park Drive, Suite 410 Cincinnati, Ohio; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services. Copy of said agreement is 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Promark Company  
Area 12 WIB(file)





Baldwin 200, 625 Eden Park Dr.  
Suite 410  
Cincinnati, OH 45202

Toll Free 1.800.788.1544  
Fax 513.768.6519  
www.promarkcpi.com

## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "Agreement") is made as of the 16th day of January 2019 by and between PROMARK Company, whose address is Baldwin 200, 625 Eden Park Drive, Suite 410, Cincinnati, Ohio 45202, hereinafter referred to as "PROMARK"; and Workforce Investment Board, Butler | Clermont | Warren (Area 12), whose principal place of business is located at 406 Justice Dr., Suite 301, Lebanon, Ohio, 45036, hereinafter referred to as "WIBBCW."

In consideration of the mutual covenants of the parties set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, PROMARK and WIBBCW agree as follows:

1. **Services:** PROMARK agrees to provide certain services to support WIBBCW's Talent Management Programs ("Program") and that WIBBCW agrees to utilize PROMARK to provide the services described herein for the participants in the Program.

This Agreement contains terms, conditions, and specifications that will be applicable to one or more written Statements of Work (SOW), which the parties will execute from time to time to document the Services. Each Statement of Work will more fully describe the Services to be provided and any fees in consideration thereof. Each Statement of Work shall be incorporated into and governed by the terms, conditions, and specifications of the Agreement but may also contain additional terms, conditions, and specifications that are required to complete the Services; provided, however, that any additional terms, conditions, and specifications in the Statement of Work shall be applicable only to the Statement of Work in which such terms, conditions, and specifications are contained. To the extent that the terms, conditions, and specifications of this Agreement conflict with those set forth in a Statement of Work, the terms, conditions, and specifications of the Agreement shall prevail unless such Statement of Work specifically states otherwise. Any definition defined in this Agreement shall have the meaning ascribed to it in the Agreement unless otherwise defined in a Statement of Work. No Statement of Work shall be effective unless and until it is executed by each party to this Agreement.

Services mean any products, professional services, or other services that are provided by Promark and are expressly identified as "Services" in an applicable Statement of Work.

Statement of Work means each "Statement of Work" entered into and executed by the WIBBCW and Promark pursuant to the Agreement and which expressly documents the Services.

In consideration of the Services, the WIBBCW shall pay Promark in accordance with the rates and any fee schedules set forth under the applicable Statement of Work.

2. **Term:** The respective duties and obligations of the contracting parties shall commence as of the 31<sup>st</sup> day of January 2019, and shall continue for a period of thirty-six (36) months or as otherwise set forth in any Statement of Work. After the expiration of this thirty-six (36) month period or completion of Services under any Statement of Work, whichever is later, this contract shall continue on a month-by-month basis until renewed.
3. **Compensation:** For the performance of the Services to be rendered to WIBBCW pursuant to the terms of this Agreement, PROMARK shall receive payment as set forth in each Statement of Work. Payment will be made to PROMARK within 30 days of invoicing. Applicable taxes will be applied. A late payment fee of 1.5% per month will be assessed to any amounts not paid within 30 days.



Baldwin 200, 625 Eden Park Dr.  
Suite 410  
Cincinnati, OH 45202

Toll Free 1.800.788.1544  
Fax 513.768.6519  
www.promarkcpl.com

4. **WIBBCW Experience Review:** As part of PROMARK'S commitment to improve our customer experience, a PROMARK representative will follow-up with you to conduct a face-to-face meeting to gather your impressions of our service – what's working, how we can improve, and any insight you have to ensure that our services are matching your needs. What are your most critical immediate opportunities and challenges? What must providers like you do in the next 3-5 years to remain relevant in your field? This meeting will occur in the months following our service engagement, or once per year, whichever is most appropriate.
5. **Expenses:** WIBBCW shall reimburse PROMARK per month for reasonable out of pocket expenses incurred by PROMARK in furtherance of, and pursuant to the terms of this Agreement. PROMARK will obtain authorization from WIBBCW before incurring any expenses that would be reimbursed by WIBBCW. PROMARK shall submit itemized statements of expenses incurred during any particular month, and payment is due from WIBBCW within 30 days of invoicing. A late payment fee of 1.5% per month will be assessed to any amounts not paid within 30 days.
6. **Legal Compliance:** Each party hereto represents and warrants to the other that it has entered into the Agreement and will perform its obligations hereunder in accordance with all applicable laws.
7. **Independent Contractor:** It is expressly understood and agreed that PROMARK is an independent contractor and is not in any manner an agent of WIBBCW, nor is PROMARK authorized or empowered to conduct business under the name of, or for the account of, WIBBCW, or to make any promise, warrant or representation on WIBBCW's behalf with respect to any product or service of WIBBCW.
8. **Confidentiality:** PROMARK shall not disclose, duplicate, copy, or use for any purpose other than the performance of this Agreement and shall treat as confidential and proprietary to WIBBCW all information which relates to WIBBCW or WIBBCW's Client and account information, programs, systems, research, development, trade secrets or business affairs of WIBBCW and its Clients. This obligation shall not apply to information that is publicly available, rightfully obtained from third parties, or developed outside the scope of this Agreement. The obligations set forth in this paragraph shall continue beyond the term of this Agreement and shall survive any termination of this Agreement.
9. **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.
10. **Governing Law and Venue:** This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be in the Court of Common Pleas of Warren County, Ohio.
11. **Entire Agreement:** This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing, signed by both parties and endorsed on this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

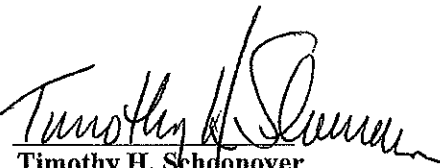


Baldwin 200, 625 Eden Park Dr.  
Suite 410  
Cincinnati, OH 45202

Toll Free 1.800.788.1544  
Fax 513.768.6519  
www.promarkcpi.com

- 12. **Assignment:** Neither party to this Agreement may assign this Agreement or any right or obligation hereunder either in whole or in part without the prior written consent of the other party.
- 13. **Severability:** If any provision of this Agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the 31st day of January 2019.

By:   
 Timothy H. Schdonover  
 President & CEO

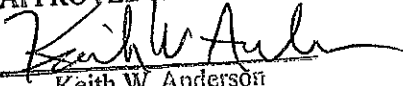
On Behalf of:  
PROMARK Company

By:   
 Stacy Sheffield  
 Executive Director

On Behalf of:  
Workforce Investment Board,  
Butler | Clermont | Warren  
(Area 12)

  
 Sharon Jones  
 President  
 Board of Warren County Commissioners

2/12/19  
Date

APPROVED AS TO FORM  
  
 Keith W. Anderson  
 Asst. Prosecuting Attorney

# Resolution

Number 19-0195

Adopted Date February 12, 2019

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH BARGE DESIGN SOLUTIONS, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering services contract with Barge Design Solutions, Inc., 1370 Vanguard Boulevard, Miamisburg, OH 45342 for the Edwardsville Road Bridge #196-1.01 Rehabilitation Project. Copy of said 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Barge Design Solutions, Inc.  
Engineer (file)

**ENGINEERING SERVICES CONTRACT  
FOR  
EDWARDSVILLE ROAD BRIDGE #196-1.01 REHABILITATION PROJECT**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Barge Design Solutions, Inc., 1370 Vanguard Boulevard, Miamisburg, Ohio 45342, a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to rehabilitate Edwardsville Road Bridge #196-1.01 over Lick Run by replacing the existing superstructure and improving the roadway approaches at the bridge, hereinafter referred to as the "PROJECT."

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

**1.1 General**

- 1.1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.1.2 ENGINEER shall provide Construction Contract Plans to rehabilitate Edwardsville Road Bridge #196-1.01 in order to improve the safety of the bridge and roadway.
- 1.1.3 ENGINEER shall provide any additional Professional Surveying Services necessary to complete the road design.
- 1.1.4 ENGINEER shall perform Professional Surveying Services necessary to provide legal descriptions for any temporary and/or permanent easements.
- 1.1.5 ENGINEER shall prepare plans and perform tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (revised letter dated January 14, 2019) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services."

**1.2 Preliminary Design Phase**

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.2.1 In consultation with COUNTY ENGINEER determine the extent of the PROJECT; ENGINEER shall make recommendation of structure type.
- 1.2.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.2.3 Based on the information contained in the preliminary documents, submit a revised opinion of probable Project Costs.
- 1.2.4 Furnish two copies of the above preliminary design documents and present and review them in person with COUNTY ENGINEER.

### **1.3 Final Design Phase**

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare Contract Construction Drawings to show the character and extent of the PROJECT, hereinafter called "Drawings and Specifications."
- 1.3.2 Advise COUNTY ENGINEER of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on Drawings and Specifications.
- 1.3.3 Furnish to the COUNTY ENGINEER, one (1) set of 22" x 34" Construction Contract Plans, one (1) set of 11" x 17" (half-size) copy of the plans and copies of the files on a compact disk.

### **SECTION 2 - ADDITIONAL SERVICES OF ENGINEER**

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
  - 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  - 2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, COUNTY ENGINEER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
  - 2.1.3 Providing renderings or models for COUNTY ENGINEER'S use.
  - 2.1.4 Preparing documents for alternate bids requested by COUNTY ENGINEER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
  - 2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY ENGINEER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by COUNTY ENGINEER.
  - 2.1.6 Furnishing the services of special consultants for other than the normal civil and structural engineering and normal architectural design incidental to the Project and providing data or services or types described in paragraph 3.3 when COUNTY ENGINEER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3
  - 2.1.7 Services in connection with change orders to reflect changes requested by COUNTY ENGINEER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award to each contract in evaluating

substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1, as approved by COUNTY ENGINEER.
- 2.1.9 Preparing for COUNTY ENGINEER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 2.1.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.11 Preparation of operating and maintenance manual; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.12 Services after completion of the Final Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.14 Additional service in connection with the Project, including services normally furnished by COUNTY ENGINEER and services not otherwise provided for in this agreement.

## **2.2 Resident Services During Construction.**

- 2.2.1 If requested by COUNTY ENGINEER and approved by OWNER or recommended by ENGINEER and agreed to in writing by the parties, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.
- 2.2.3 Through more extensive on-site observation of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.
- 2.2.4 If COUNTY ENGINEER designates another person to represent COUNTY ENGINEER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an Exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

### **SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES**

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as may be required for the Project, such legal services as OWNER and COUNTY ENGINEER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER and COUNTY ENGINEER may require to ascertain how or for what purpose any Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8 Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.10 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.



## **SECTION 4 - PERIOD OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Final Design Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the Preliminary Design Phase and Final Design Phase of the Project including extra work and required extensions thereto.
- 4.2 Upon written authorization from COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost to the County Engineer.
- 4.3 After acceptance by COUNTY ENGINEER of the Preliminary Design Phase documents and opinion of probable Project Cost, indicating any specific modifications or changes in the extent of the Project desired by COUNTY ENGINEER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Construction Drawings and a revised opinion of probable Project Cost for all work of Contractor(s) on the Project within the stipulated period indicated in Section 7 - "Special Provisions, Exhibits and Schedules."
- 4.4 ENGINEER's services under the Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submissions are delivered to COUNTY ENGINEER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project, unless within such period COUNTY ENGINEER gives notice to ENGINEER that the COUNTY ENGINEER does not accept the submission for such phase along with the reasons for such non-acceptance. In such case, services for such phase shall not be complete until the date COUNTY ENGINEER accepts the submissions for such phase.
- 4.5 ENGINEER'S services to be rendered thereunto shall be considered complete upon acceptance by COUNTY ENGINEER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost.
- 4.6 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.7 If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

## **SECTION 5 - PAYMENTS TO ENGINEER**

### **5.1 Methods of Payment for Services and Expenses of ENGINEER**

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
  - 5.1.1.1 The ENGINEER agrees to provide the Basic Services for Project set forth in Section 1 hereof to the COUNTY ENGINEER for the rehabilitation of Edwardsville Road Bridge #196-1.01

over Lick Run, for a base fee of \$46,796.00 and a not-to-exceed fee of \$26,642.00 for additional contract services, only if authorized pursuant to Section 2 of this agreement, for a total not-to-exceed fee of \$73,438.00.

5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

## **5.2 Times of Payments.**

5.2.1 Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.

5.2.2 The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final plan documents have been received and approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final approval of the plans and documents.

## **5.3 Other Provisions Concerning Payments.**

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for all services satisfactorily rendered through such phase shall constitute total payment for such services.

5.3.3 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

## **5.4 Definitions**

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon seven days' written notice by certified mail, return receipt requested, and by either party upon seven days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### **6.2 Reuse of Documents.**

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be

suitable for reuse by COUNTY ENGINEER or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER's risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

### **6.3 Controlling Law and Venue**

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas.

### **6.4 Successors and Assigns.**

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

### **6.5 Modification or Amendment**

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

### **6.6 Construction**

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

### **6.7 Waiver**

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

### **6.8 Relationship of Parties**

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

**6.9 Parties**

Whenever the terms "OWNER," "COUNTY ENGINEER" or "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

**6.10 Headings**

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

**6.11 Notices**

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners	Warren County Engineer's Office
Attn: Tiffany Zindel, County Administrator	Attn: Neil F. Tunison, County Engineer
406 Justice Drive	210 W Main Street
Lebanon, Ohio 45036	Lebanon, Ohio 45036
Ph. 513-695-1250	Ph. 513-695-3301

Barge Design Solutions, Inc.  
Attn: Amy Moore, P.E.  
1370 Vanguard Boulevard  
Miamisburg, Ohio 45342  
Ph. 937-438-0378

**6.12 Insurance**

ENGINEER shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. By endorsement to the Comprehensive General Liability, COUNTY ENGINEER shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY ENGINEER. Such certificates shall provide that the insurer notify COUNTY ENGINEER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the COUNTY ENGINEER not less than 30 days prior to said cancellation date. ENGINEER shall also deliver to the COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. ENGINEER shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

**SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**7.1 This Agreement is subject to the following special provisions:**

7.1.1 ENGINEER shall furnish to COUNTY ENGINEER the required Contract Construction Drawing submittals per the attached schedule (Exhibit 2). In the event that the ENGINEER fails to furnish the required drawing submittals according to the attached schedule, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of \$50.00 per day for each calendar day that the ENGINEER exceeds the schedule deadlines. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

7.2 The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1 and Exhibit 2

7.3 In the event of any conflict or contradiction between any special provision, exhibits and schedules and the text of this Agreement, the terms, conditions and obligations of this Agreement shall be controlling.

### **SECTION 8 – ENTIRE AGREEMENT**

This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by all parties.

### **SECTION 9 – INDEMNIFICATION**

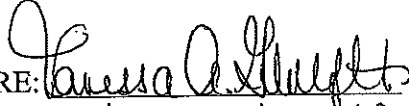
ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors or subcontractors; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

### **SECTION 10 – EXECUTION**

#### **ENGINEER:**

IN EXECUTION WHEREOF, Barge Design Solutions, Inc. has caused this Agreement to be executed on the date stated below by Vanessa A. Glotfelter, its Vice President, pursuant to a corporate Resolution authorizing such act.

**BARGE DESIGN SOLUTIONS, INC.**

SIGNATURE:   
PRINTED NAME: Vanessa A. Glotfelter  
TITLE: Vice President  
DATE: 01/22/2019

**OWNER:**

**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 Shannon Jones, its President, on the date stated below, pursuant to Resolution No. 19-0195 dated 2/12/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 2/12/19

**RECOMMENDED BY:**

**NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER**

By: Neil F. Tunison  
Neil F. Tunison, P.E., P.S.

**APPROVED AS TO FORM:**

**DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO**

By: David P. Fornshell  
Assistant Prosecuting Attorney

**WARREN COUNTY ENGINEER'S**

**SCOPE OF SERVICES**

**1. PROJECT IDENTIFICATION**

**Project Name:** Edwardsville Road Bridge #196-1.01 Rehabilitation Project (PID 108833)

**Project Description:** Bridge design for rehabilitation of the structure. Replacing the bridge superstructure and possibly increasing the bridge width.

**Signatures on Title Sheet:** Warren County Engineer, 3 Warren County Commissioners, Consultant Designer

**2. PROJECT LIMITS**

**Length Approximately:** Edwardsville Road Bridge #196-1.01 – extending approximately 100 to 200 feet on each bridge approach or as recommended by Consultant

**Additional Information:** N/A

**3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND**

State \_\_\_\_\_ County X City \_\_\_\_\_ Other \_\_\_\_\_

**4. METHOD OF FINANCING**

**Type of Agreement:** Lump Sum Base Fee plus Not-to-Exceed unit costs for "If Authorized" Items

**Engineering:** Warren County Engineer's Office

**Construction:** Warren County Engineer's Office, Local Bridge Replacement Funds (LBR) through the Federal to State Exchange Program

**5. WORK PHASES INCLUDED IN AGREEMENT**

Phase A – Preliminary Design (Roadway – Line, Grade, & Typical) (Bridge – Type, Size, & Location)

Phase B – Final Design

**6. PLAN SCALES**

PLAN	1" = 20'	
PROFILE	Hor. 1" = 20'	Vert. 1" = 5'
CROSS SECTIONS	Hor. 1" = 5'	Vert. 1" = 5'

**7. JOURNALIZED SPEED LIMIT**

**Road Name:** Edwardsville Road - 55 MPH

**8. TYPICAL SECTIONS/NUMBER OF LANES**

**Remarks:** Edwardsville Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes approx. 10 feet  
N/A inches of Item 304  
8" inches of Item 301 PG64-22  
1 1/2" inches of Item 441 Intermediate, Type 1, (448), PG64-22  
1 1/2" inches of Item 441 Surface, Type 1, (448), PG 64-22

**Underdrains:** YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

**Curbs:** YES \_\_\_\_\_ NO X

**Shoulders/Berms:** YES X NO \_\_\_\_\_ Consultant to Recommend \_\_\_\_\_

**Type:** approx. 2 foot earth berm/graded shoulder on each side

**Median:** YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

**Guardrail:** YES X NO \_\_\_\_\_ Type MGS Anchor Type E or recommend, Type T at drive locations

**Clear Zone Grading:** YES \_\_\_\_\_ X NO \_\_\_\_\_

**Fencing:** YES \_\_\_\_\_ NO X

**Lighting:** YES \_\_\_\_\_ NO X Consultant to Recommend \_\_\_\_\_

**9. ALIGNMENT**

The existing alignment of Edwardsville Road shall be maintained.

**10. PROFILE**

Modify profile as needed based on the new superstructure.



11. SIGNING: YES \_\_\_\_\_ NO  X

Remarks: \_\_\_\_\_

12. SIGNALS: YES \_\_\_\_\_ NO  X

Warrants: YES \_\_\_\_\_ NO  X

13. STRIPING: YES  X  NO \_\_\_\_\_

Type  644 Thermoplastic

14. DELINEATION

Delineators: YES \_\_\_\_\_ NO  X

RPMs: YES \_\_\_\_\_ NO  X

15. DRAINAGE/ENVIRONMENTAL

Roadway Drainage Criteria:  Warren County Stormwater Regulations

Existing: Surface  X  Closed \_\_\_\_\_

Proposed: Surface  X  Closed \_\_\_\_\_

Remarks:  4:1 Slopes preferred; 2:1 Slopes Max., and 2 feet bottom rounded ditches.

Storm Water Pollution Prevention Plan: YES \_\_\_\_\_

NO  X

Flood Plain Study Required: YES \_\_\_\_\_ NO  X  (if beam seat elevations are maintained)

Channel Change Study Required: YES \_\_\_\_\_ NO  X

Flood Hazard Evaluation: YES \_\_\_\_\_ NO  X

Risk Analysis: YES \_\_\_\_\_ NO  X

Environmental:  Since the project is a rehabilitation of the bridge, there will not be any Federal Funding for the project, and there will not be any in stream work below the OHWM, there should not be any necessary permits and coordination with environmental agencies.

If Authorized Tasks: \_\_\_\_\_

16. BRIDGE CROSSINGS

Number of Bridges:  (1) Edwardsville Road over Lick Run, Bridge #196-1.01

Design:  Superstructure shall be designed to AASHTO LRFD Bridge Design Specification

Loading: HL93

Bridge Width (face to face of rails): 24' existing - 28' proposed (preferred – if possible)

Bridge Rail: YES  NO  Type DBR or TST based on ODOT Rail Selection Procedure

Interchanges: None

Cross Roads: None

Streams: Lick Run

Culverts: YES  NO

Remarks: \_\_\_\_\_

Alternates Required: YES  NO

Railroads: None

Railroad Location Plan: YES  NO

Pedestrian: None

Mass Transit: None

Remarks: Consultant to verify that a 28 ft CFCC non-composite concrete box beam superstructure can be utilized with the existing concrete abutments.

17. Bikeways: YES  NO

Railroads: YES  NO

Mass Transit: YES  NO

Service Roads: YES  NO

**18. RETAINING/NOISE WALLS:**

Number of Retaining Walls: Unknown at this time

Type of Retaining Walls: \_\_\_\_\_ Consultant to Recommend

Noise Walls: YES  NO

**19. MAINTENANCE OF TRAFFIC**

Maintenance of Traffic: Full closure of Edwardsville Road shall be allowed.

Maintenance of Pedestrian Traffic: YES  NO

Maintenance of Railroad Traffic: YES  NO

Detour Plan: YES  NO

**Remarks:** The posted detour for the bridge closure shall utilize SR 123, SR 132, and Middleboro Road.

**20. DESIGN EXCEPTIONS**

Professional Engineer must identify all design exceptions per ODOT's L&D Manual, Volume 1 and provide reasoning why the design is deviating from meeting the controlling criteria. A formal design exception request to ODOT District 8 is not required per the Federal to State Funding Exchange Program.

**21. UTILITIES:**

**Electric:** Dayton Power & Light

**Communication:** Frontier Communications

**Water:** Western Water Company

Professional Engineer must contact all Utility Companies and indicate all field-located, existing utility facilities (including house connections) on the plans prior to sending a survey crew to collect all of the raw data. If any utility company fails to locate their facilities, the Professional Engineer must inform the COUNTY ENGINEER. The COUNTY ENGINEER will then contact the utility company about locating their facilities prior to sending a survey crew into the field to collect all of the raw data. The Professional Engineer must display the field-located locations of each utility facility on the plans. If the field-located utility facilities are not shown on the plans, the Professional Engineer will send their survey crew back out into the field and collect the field-located utility data at the Professional Engineer's expense.

Professional Engineer shall also furnish all utilities with preliminary and final plans with a copy of all letters of transmittal sent to the County Engineer. Professional Engineer to submit copies of plans to all the utility companies for preliminary coordination and copies of the final plans to the utility companies when so directed by the COUNTY ENGINEER.

**22. ESTIMATED QUANTITIES:** YES  NO \_\_\_\_\_  
Quantity Splits: YES \_\_\_\_\_ NO

**23. CONSTRUCTION COST ESTIMATE:** YES  NO \_\_\_\_\_

**24. EXTENT OF FIELD SURVEYS:** (1) Provide ex. R/W, proposed R/W & temp. R/W staking to establish the R/W and to aid in R/W acquisition. (provide “Not to Exceed” unit price per parcel – if authorized) (2) Professional Engineer shall provide in proposal a “Not to Exceed” unit price for a Dedication Plat and a Survey Record including setting new Property Corners and Monuments in case the right-of-way is acquired in fee simple. (provide unit price per parcel – if authorized) (3) The Warren County Engineer prefers to acquire permanent R/W by perpetual easement, unless requested otherwise by the property owner. If permanent R/W is acquired by perpetual easement the work described in Item (2) will not be required. (4) Depict all trees and large bushes on the plans individually.

Professional Engineer

Main Road Alignment	(X)	
Main Road Profile	(X)	
Side Road Alignment	( )	
Side Road Profile	( )	
Aerial Control	( )	
Reference Points & Bench Marks	(X)	
State Plane Coordinates	(X)	
Alignment & Profile of Driveways	(X)	
Cross Sections	(X)	
Pavement Salvage Sections	( )	
Channel Cross Sections	( )	
Drainage Survey	( )	Not required if bridge beam seat elevations are maintained
Topo Identification	(X)	
Utilities	(X)	
Pavement Cores	( )	
Geotechnical Boring Staking	( )	
Property Corners and Monuments	(X)	To be set after construction if authorized
Right-of-Way Staking	(X)	As stated in item # 24 (1) above

**25. RIGHT-OF-WAY AND EASEMENTS:**

Professional Engineer

Property Map ( )

- Centerline Plat ( )
  - Courthouse Research (X) Research for existing R/W shall go back to original deed for each parcel in the project
  - Right-of-Way Plan sheets ( ) Show existing and proposed R/W on plan sheets (Don't need separate R/W plans)
  - R/W Summary ( )
  - Permanent & Temporary R/W Legal Descriptions (X) (Provide "Not to Exceed" unit price per legal description)
  - Exhibits for each Legal Description (X) Drawings of R/W area on 8 1/2" x 11" paper (Provide "Not to Exceed unit price per exhibit)
  - Dedication Plat(s) or Survey Record(s) (X) As necessary – see item #23 (2)
- Approximate Number of Property Owners 0-4

**Remarks:** Consultants shall notify residents regarding survey (data collection) via letter. Consultants will provide a 2 week window in which the survey (data collection) will be done.

If bearings and/or distances in the proposed legal descriptions differ from the recorded deed, the proposed legal description shall include references to the existing right-of-way lines, centerline, property line etc.

**26. TRAFFIC DATA:**

State \_\_\_\_\_ County \_\_\_\_\_ X \_\_\_\_\_ Professional Engineer \_\_\_\_\_

**Remarks:** This section of Edwardsville Road had an ADT in 2011 of 376 vpd.

**27. GEOTECHNICAL/SUBSURFACE INVESTIGATION:**

State \_\_\_\_\_ County \_\_\_\_\_ Professional Engineer \_\_\_\_\_ Other \_\_\_\_\_

**Remarks:** Not required since utilizing existing concrete abutments.

**28. PRIOR STUDIES:**

None

**29. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:**

Type of Hearing Required:   N/A  

Professional Engineer's Responsibility:   N/A  

Exhibits:   N/A  

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30. Engineering Agreement will be an itemized contract.

31. Professional Engineer to provide all office and field work to a) prepare final construction plans, b) write general and special notes, c) calculate quantities, and d) determine existing right-of-way, easement and property lines.

32. With submission of proposal, Professional Engineer shall submit a tentative time of completion for final plan filing following authorization to proceed.

33. Professional Engineer to indicate Property Owner Name, House Number, Parcel ID, and Official Record and Page on the plan sheets.

34. Professional Engineer is to adequately mark the baseline and/or centerline in the field. The points set in the field shall be shown on the plans. At a minimum, the points to be marked in the field shall be located at one hundred (100) foot intervals. The PC, PI and PT of each curve shall also be marked or referenced. As required, the points to be witnessed in the field shall be witnessed from a MINIMUM of three (3) points, located outside of the work limits. Where the Professional Engineer has established and utilized a baseline, instead of the centerline, the Professional Engineer **MUST** show on the plans the relationship between the baseline marked in the field and the centerline.

The construction plans and the right-of-way items are to be referenced to the **STATE PLANE COORDINATE** system. This will require that **STATE PLANE COORDINATES** be shown on the plans for the PC, PI and PT for each curve, all angle points, termination points, and reference points. This will be applicable to proposed right-of-way lines, permanent easement lines, proposed centerline and/or baseline. The Professional Engineer should contact the Project Manager to obtain the information regarding the nearest established benchmark.

35. Where the Scope of Service includes cross-sections, the sections are to be taken every twenty five (25) feet and, if Aerial Method is utilized, are to be field checked every three hundred (300) feet. Critical driveway profiles to be plotted at a scale of 1" = 2' (Horizontal and Vertical). The **location** and **approximate depth of underground utilities**, i.e. storm sewers, sanitary sewers, gas lines and water lines, shall also be shown on the **Cross-sections**.

36. Where the Scope of Service includes pavement salvage sections, the pavement is to be salvaged to the greatest extent possible. Pavement salvage sections are to be plotted at a scale of 1" = 5' (Horizontal) and 1" = 5' (Vertical).

37. Existing drainage systems to be evaluated as to condition and capacity. Existing systems are to be modified and/or new systems to be installed as required by the proposed improvements.

Wherever possible, the Professional Engineer shall complete a **VISUAL INSPECTION** of the existing conduits so as to determine the type and condition of the conduit. This shall mean that, as a minimum, the existing conduits are to be visually checked at the inlet or outlet end and at each catch basin, manhole, or other junction point.

38. Along with the **FINAL** submission of the project plans and documents, the Professional Engineer shall furnish to the Engineer a copy of **ALL** field notes; a listing of point coordinates and point descriptions for **ALL** points on the existing **AND** proposed centerline, baseline and right-of-way line; a closure for **EACH** easement or right-of-way take; and a copy of **ALL** quantity calculations.

39. The Construction plans are to be stamped and signed by a Professional Engineer, registered in the State of Ohio. The Right-of-Way plans are to be stamped and signed by a Professional Surveyor, registered in the State of Ohio.

40. The Professional Engineer shall furnish to the Engineer a load rating report for the bridge analyzed by the Load and Resistance Factor Rating (LRFR) method in accordance with the AASHTO Manual for Bridge Evaluation and the ODOT Bridge Design Manual (BDM). The bridge load rating report shall include a current ODOT BR100 Summary that is stamped, signed, and dated by a Professional Engineer. The report shall provide the safe load capacity for the HL-93 design vehicle, the four Ohio

legal trucks (2F1, 3F1, 4F1, 5C1), the four specialized hauling vehicles (SU4, SU5, SU6, SU7) and the two emergency vehicles (EV2, EV3).

41. All final plats to be in ink on high quality mylar copies and shall be 24" x 36" in size. All final plans shall be 22"x34" (full size) and 11"x17" (½ size) with Professional Engineer stamp and signature in PDF format. One full size and ½ size plan set shall be submitted on plain paper.
  
42. The plans shall be prepared with a computer-aided design and/or drafting system (CAD), and the Professional Engineer shall furnish to the Engineer a computer disk or disks containing all the project information. The computer-aided (CAD) files shall be submitted in a format compatible with "AutoCAD".

The Professional Engineer shall also furnish to the Engineer a computer disk or disks containing all the project information, including the notes, general summary of quantities, calculations, correspondence letters, descriptions, and any other related items, in a format compatible with "Microsoft Word" and "Microsoft Excel".

The Professional Engineer shall agree to all requirements listed in this Scope of Services. The Professional Engineer must state any objections, exceptions and/or changes prior to the signing of the Engineering Services Contract.

Professional Engineer Name: Barge Design Solutions, Inc.  
Address: 1370 Vanguard Boulevard  
Miamisburg, Ohio 45342  
Phone: (937) 438-0378





January 14, 2018 (revised)

Mr. Roy Henson, PE, PS  
Bridge Engineer  
Warren County Engineer's Office  
210 W. Main Street  
Lebanon, Ohio 45036

RE: Edwardsville Road Bridge #196-1.01 Rehabilitation Project (PID 108833) – Proposal

Dear Roy:

Barge Design Solutions (Barge) appreciates the opportunity to present this proposal for the design and plan preparation of the Edwardsville Road bridge. Please find below the details of our proposal to provide construction documents. We offer the following document in the package:

1. Fee spreadsheet with a lump sum cost for the survey, roadway and basic bridge design.
2. Fee spreadsheet with cost-plus service for CFCC non-composite box beam design. Due to the unknowns of modifying the design spreadsheet this task was made Cost Plus Not to Exceed.
3. Fee spreadsheet with if authorized tasks.

Barge scope of work details are presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Exclusions
- V. Additional Services
- VI. Time of Performance
- VII. Client's Responsibilities
- VIII. Task Clarification
- IX. Direct Costs
- X. Deliverables
- XI. Compensation

**I. PROJECT DESCRIPTION**

The intent of this scope of work is to prepare construction contract plans and an opinion of probable construction costs for the rehabilitation of Edwardsville Road bridge. Preparation of plans will meet Warren County Engineer's Office requirements. Current bridge design codes will be followed.

**II. SCOPE OF SERVICES**

Engineering Design Services – Services will include construction plans for the rehabilitation of Edwardsville Road bridge and load rating. An opinion of probable construction cost will also be provided.

Mr. Roy Henson, PE, PS  
January 14, 2018 (revised)  
Page - 2

### III. ASSUMPTIONS

To develop the scope of work and associated fee, the following assumptions were used:

- Deliverables: Phase A and Phase B plans will be electronic. Final plans will be electronic and one full size and ½ size printed plans.
- Survey
- Barge will reflect utility information as received through Warren County's utility coordination on the plans.
- The proposed superstructure will be a single span adjacent non-composite box beam with Carbon Fiber Composite Cable (CFCC) prestressing strands and stainless steel rebar.
- Barge will investigate if the superstructure can be widened 4 foot to a proposed width of 28 feet.
- The existing abutment backwall will be removed. A new abutment backwall/diaphragm will be detailed with the new box beams similar to ODOT standards but with modifications to match the existing abutment width.
- A design criteria will be created to document the assumptions and design procedure for the non-composite CFCC box beam.
- Standard drawing PSBD-2-07 will be followed for diaphragms, tie rods, etc. with the addition of the CFCC prestressing strands and stainless steel rebar.
- Design of non-composite box beams will be done in Barge's design spreadsheet per AASHTO LRFD and ACI codes. The current design spreadsheet is for composite box beams so adjustments for non-composite box beams will be reflected. The adjustments include, but not limited to, weight and properties of composite deck, composite section properties, flexural design and other design reflecting the removal of composite section properties.
- Load rating using Load and Resistance Factor Rating (LRFR) will be done in Barge's design spreadsheet with some modification.
- No approach slabs.
- Full closure of Edwardsville Road. The posted detour will utilize SR 123, SR 132 and Middleboro Road.
- In providing the opinion of probable construction cost, Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing. Barge's opinion of probable construction cost are made on the basis of professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the opinion of probable construction cost.
- Design will use MicroStation. Design files can be delivered in MicroStation or AutoCAD format.

### IV. EXCLUSIONS

To develop the scope of work and associated fee, the following exclusions were used:

- No permits and coordination with environmental agencies since the project is a rehabilitation with no Federal Funding and there will be no stream work below the OHWM.
- No Geotechnical exploration
- No Hydraulic modeling or drainage analysis
- No detailed concrete abutment patching as Warren County's technical specs will include this
- WCEO will distribute preliminary and final plans to all utilities as well as coordinate for possible relocations.

Mr. Roy Henson, PE, PS  
January 14, 2018 (revised)  
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- No Right of way plans
- No coordination with and review by ODOT is anticipated
- Assistance with bidding services is not included.
- As-built surveys or record drawings during or after construction are not included.
- Construction administration/observation is not included.

V. **ADDITIONAL SERVICES**

Services that are not included but may be provided by Barge with a mutually agreed upon modification in fee and schedule as an additional service include:

- Due to the uncertainties involved with modifying the CFCC box beam spreadsheet from composite to non-composite, a special task was created. This will allow payment of the work involved in updating the spreadsheet and designing for non-composite box beams. This task is Cost Plus Not to Exceed.
- Right-of-Way staking per parcel cost
- Dedication plat/survey record (including setting new property corners and monuments) per parcel cost
- Legal description per legal
- Exhibit price per exhibit
- Drainage survey and flood plain study if beam seat elevations are not maintained
- As-built surveying
- Bidding and/or construction administrative services
- Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction

VI. **TIME OF PERFORMANCE**

Barge is prepared to begin work within two (2) weeks upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, Barge has prepared the following milestone schedule.

Tasks	Date
Assumed Authorization	2/5/2019
Phase A Submitted	5/17/2019
Phase A Completed	6/7/2019
Phase B Submitted	10/25/2019
Phase B Completed	11/22/2019
Final Tracings Submitted	12/20/2019

VII. **CLIENT'S RESPONSIBILITIES**

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are:

- Provide information as required to support development of Barge scope, as required in the project agreement for services.
- Provide single point of contact for project coordination purposes.

Mr. Roy Henson, PE, PS  
January 14, 2018 (revised)  
Page - 4

VIII. TASK CLARIFICATION

- Bridge Plans – Assume higher level effort for design of box beams with CFCC prestressing strands. Barge's design spreadsheet for CFCC box beams are for composite beams so will be adjusted.
- Structure Rating – Load rating will be performed in Barge's spreadsheet given the CFCC prestressing strands (already approved by ODOT). The load rating will be performed for the four Ohio Legal Loads, the four special hauling vehicles and the two emergency vehicles. All of this will be summarized in the load rating report and stamped and signed by a Professional Engineer.
- General Oversight – Includes project management, client communication and billing activities.

IX. DIRECT COSTS

Anticipated mileage for survey, site visits and meetings were included as a direct cost, as well as prints.

X. DELIVERABLES

Deliverables for Final Tracings include 1 full size (22"x34") paper plan sets, 1 ½ size (11"x17") paper plan sets and electronic files in PDF format.

Our anticipated drawing list for the project is as follows:

Title Sheet	1
Typical Sections	2
General Notes	3-4
Maintenance of Traffic	5-6
General Summary	7-8
Subsummaries	9-10
Plan and Profile	11-13
Cross Sections	14-16
Site Plan	17
General Notes	18-19
Estimated Quantities	20
Removal Details	21
Abutment Backwall/Diaphragm	22
Framing Plan and Transverse Section	23
Bearing Details	24
CFCC Box Beam Details	25
Reinforcing Steel List	26

XI. COMPENSTATION

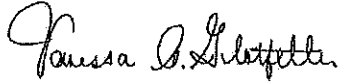
Please see attached fee spreadsheet.

Mr. Roy Henson, PE, PS  
January 14, 2018 (revised)  
Page - 5

Thank you again for the opportunity to submit our proposal for this project. We are looking forward to dedicating our resources on this project.

Barge places a high priority on excellence and client satisfaction. If we have not fully addressed your project requirements, or if you have any other questions regarding the proposal, please advise me immediately.

Sincerely,



Vanessa A. Glotfelter, PE  
Vice President

Barge Design Solutions

1/14/2019  
Revised

Warren County Engineer's Office  
Edwardsville Road Bridge #196-1.01 Rehabilitation Project (PID 108833)  
Manhour/Fee Estimate

	Project Manager	Bridge Lead	Senior Bridge	Bridge Engineer	Bridge Detailer	Senior Engineer	Engineer	Survey Crew	Prof. Surveyor	Clerical	Total Hours	Total Fee
<b>a) Field work, research</b>												
Field Survey								12	2		14	\$ 3,123
Reference Points & Benchmarks								3	1		4	\$ 846
Monumentation Recovery								3	1		4	\$ 846
Base Mapping (including field verify)							4		4		8	\$ 986
Bridge Survey								4			4	\$ 954
Establish prop. Lines, ownerships									4		4	\$ 525
												\$ 7,280
<b>b) Phase A work</b>												
<b>Roadway</b>												
Design Criteria	1						1				2	\$ 311
Determine Design Exceptions	1					1	2				4	\$ 606
Alignment & Profile Creation						1	4				5	\$ 641
Identify Construction Limits						1	1				2	\$ 295
Title Sheet							2				2	\$ 230
Conceptual Typical Sections						1	1				2	\$ 295
General/Construction Notes						1	1				2	\$ 295
Plan and Profile Sheets						1	3				4	\$ 526
Cross Sections						1	5				6	\$ 756
<b>Bridge</b>												
Site Plan		5	1	8	24						38	\$ 4,881
General Sections		2		4	6						12	\$ 1,558
PM Oversight	6	8								4	18	\$ 2,687
												\$ 13,083
<b>c) Phase B work</b>												
<b>i. Detail Design and Plan Prep.</b>												
<b>Roadway</b>												
Title Sheet							1				1	\$ 115
General Summary						1	3				4	\$ 526
General/Construction Notes						1	1				2	\$ 295
Typical Sections							2				2	\$ 230
Plan and Profile Sheets						1	4				5	\$ 641
Cross Sections						1	10				11	\$ 1,332
Traffic Control							2				2	\$ 230
Maintenance of Traffic Plans						1	3				4	\$ 526
Pavement Calcs						1	3				4	\$ 526
Earthwork Calcs						1	1				2	\$ 295



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 104 Woodmont Blvd. Nashville, TN 37205  www.risk-strategies.com	<b>CONTACT NAME:</b> Judy Witt <b>PHONE (A/C, No, Ext):</b> 800-595-6626 <b>E-MAIL ADDRESS:</b> Judy@crowfriedman.com	<b>FAX (A/C, No):</b> 615-297-4020
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Barge Design Solutions, Inc. 615 3rd Avenue South, Suite 700 Nashville TN 37210	<b>INSURER A:</b> Continental Insurance Company <b>NAIC #</b> 35289	
	<b>INSURER B:</b> National Fire Insurance Co of Hartford <b>20478</b>	
	<b>INSURER C:</b> Continental Casualty Company <b>20443</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 46870602

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6045821092	2/1/2019	2/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			6045821061	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			6045821075	2/1/2019	2/1/2020	EACH OCCURRENCE \$\$10,000,000 AGGREGATE \$\$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6045821089	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			AEH591896385	2/1/2019	2/1/2020	Each Claim \$2,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Edwardsville Road Bridge #196-1.01 over Lick Run.  
 Certificate holder is included as additional insured on the above referenced General Liability policy, provided it is a requirement of a written contract or agreement. A 30-day notice of cancellation applies, except in the case of non-payment of premium.

**CERTIFICATE HOLDER**

Warren County Board of County Commissioners  
 406 Justice Drive  
 Lebanon OH 45036

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Christian

*M B Christian*

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ACORD 25 (2016/03)

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Quantities/Cost Estimate						2	4				6	\$ 821	
<b>Bridge</b>													
Final Site Plan		1	2	2	4						9	\$ 1,325	
General Notes		4		2	4						10	\$ 1,368	
Estimated Quantities		3		5	1						9	\$ 1,273	
Abutment Backwall/Diaphragm		4		6	8						18	\$ 2,379	
Superstructure		4		4	22						30	\$ 3,730	
Reinforcing Steel List		2		3	3						8	\$ 1,074	
Cost Estimate		4		6							10	\$ 1,451	
Load Rating		8		2							10	\$ 1,534	
ii. Final Plan B & Final Submittal		2			4		4				10	\$ 1,240	
PM Oversight	10	10								8	28	\$ 4,036	\$ 24,947
d) Utility Coordination							4		4		8	\$ 986	\$ 986
<b>Grand Total</b>	<b>18</b>	<b>57</b>	<b>3</b>	<b>42</b>	<b>76</b>	<b>16</b>	<b>66</b>	<b>22</b>	<b>16</b>	<b>12</b>	<b>328</b>	<b>\$ 46,296</b>	

Expenses:  
 Prints and Repro: \$200  
 Travel: \$100  
 Survey: \$200  
 Total: \$500

Subtotal \$ 46,296  
 Expenses \$ 500  
 Total \$ 46,796

	Project Manager	Bridge Lead	Senior Bridge	Bridge Engineer	Bridge Detailer	Senior Engineer	Engineer	Survey Crew	Prof. Surveyor	Travel Expense	Total Hours	Total Fee
<b>Cost Plus Not to Exceed</b>												
Non-Composite Box Beam w/ CFCC		70		40							110	\$ 16,504

	Project Manager	Bridge Lead	Senior Bridge	Bridge Engineer	Bridge Detailer	Senior Engineer	Engineer	Survey Crew	Prof. Surveyor	Travel Expense	Total Hours	Total Fee
<b>If Authorized Items</b>												
Right-of-Way Staking (per parcel)						1			3	50	4	\$ 624
Dedication Plat/Survey Record (per parcel)						2			14	50	16	\$ 2,247
Legal Description (per legal)									2		2	\$ 262
Exhibit (per exhibit)									4		4	\$ 525



# Resolution

Number 19-0196

Adopted Date February 12, 2019

## AUTHORIZE BOARD TO SIGN THE COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION


BE IT RESOLVED, to authorize the Board to sign the Ohio Department of Transportation annual County Highway System Mileage Certification for 2018 effective January 1, 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: State of Ohio  
Engineer (file)



# Ohio Department of Transportation

Office of Technical Services

## 2018 County Highway System Mileage Certification

**Note: This form must be submitted to ODOT no later than April 1, 2019 or county mileage will be certified by default based on the best information available.**

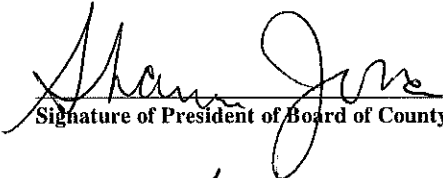
The total length of county maintained public roads in WARREN County  
was 267.690 miles as of December 31, 2017,

as certified by the Board of County Commissioners and/or reported by the Director of Transportation  
in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY 2018 and determine the net increase or decrease in mileage.  
Add the net change to the 2017 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2018,

the county was responsible for maintaining 268.410 miles of public roads.

  
\_\_\_\_\_  
Signature of President of Board of County Commissioners

2/12/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner Signature

2/12/19  
\_\_\_\_\_  
Date

Neil F. Tunis  
\_\_\_\_\_  
County Engineer Signature

1/22/2019  
\_\_\_\_\_  
Date

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return a completed, signed copy of this form along with proper documentation of any changes made to:

Ohio Department of Transportation  
Office of Technical Services  
Mail Stop #3210  
1980 West Broad St. 2nd Floor  
Columbus, Ohio 43223  
Attn: Michael Greenwood (614) 466-2852

## Summary of 2018 ODOT Changes for Roads in WARREN County

**Certified Mileage as of 01/01/2018: 267.690 Miles**

<b>Route</b>	C 00150	<b>Route Name:</b> GRANDIN ROAD	<b>Change</b>	-0.164
<b>Reason For Change</b>	SOUTH LEBANON ANNEX. ORD.# 2018-2 EFF. 3/1/18 222.745 AC. INCLUDING: ALL STA. 0.058 TO 0.194 AND ALL STA. 0.585 TO 0.613 OF CR150.			
<b>Route</b>	C 00383	<b>Route Name:</b> INNOVATION WAY	<b>Change</b>	0.808
<b>Reason For Change</b>	NEW ROAD INNOVATION WAY CR 383 CODED AS A DIVIDED HIGHWAY BECAUSE A MEDIAN EXISTS HERE			
<b>Route</b>	C 00611	<b>Route Name:</b> DUKE BLVD	<b>Change</b>	0.076
<b>Reason For Change</b>	CR 611 DUKE BLVD REALIGNED FOR NEW ROUNDABOUT			
			<b>Total Changes:</b>	<b>0.720</b>

**County Mileage as of 12/27/2018 : 268.410 Miles**

# Resolution

Number 19-0197

Adopted Date February 12, 2019

SET AND ADVERTISE PUBLIC HEARING #2 TO DESIGNATE PROJECTS WARREN COUNTY INTENDS TO FUND FOR THE FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) URBAN ENTITLEMENT PROGRAM AND ACCEPT THE 2019-2023 DRAFT OF THE CONSOLIDATED PLAN

BE IT RESOLVED, to authorize the Clerk to advertise one time in a newspaper of general circulation Notice of Public Hearing #2 for FY 2019 Community Development Block Grant (CDBG) Urban Entitlement Program AND 2019-2023 Consolidated Plan; said hearing scheduled for March 12, 2019 at 9:15 a.m., in the Warren County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, for said advertisement to list the following projects that Warren County intends to fund for the FY 2019 CDBG Urban Entitlement Program:

\$ 165,000	City of Franklin Storm Sewer
\$ 49,300	Franklin Township Road Repair
\$ 124,500	Harveysburg Storm Sewer
\$ 76,950	Morrow GIS Mapping
\$ 183,696	Wayne Township Storm System Repair
\$ 33,516	Warren County Abuse & Rape Crisis Shelter
\$ 54,684	Interfaith Hospitality Network
\$ 40,000	Administration & Fair Housing

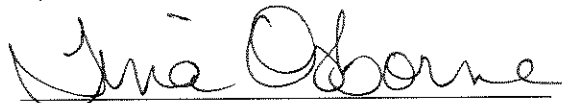
Awards are based on estimated amounts to be received from US Dept of HUD. Any increase or decrease relative to the grantee's estimated allocation amount will be applied to the City of Franklin Storm Sewer, Morrow GIS, Harveysburg Storm Sewer (not to exceed 150% of estimated allocation), Interfaith Hospitality Network and Warren County Abuse & Rape Crisis Shelter (not to exceed public service cap) and Administrative Costs (not to exceed administrative cap).

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)

# Resolution

Number 19-0198

Adopted Date February 12, 2019

## ADVERTISE FOR BIDS FOR THE JUVENILE CENTER ROOF REPLACEMENTS PROJECT

BE IT RESOLVED, to advertise for bids for the Juvenile Center Roof Replacements Project for the Warren County Facilities Management Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of February 24, 2019; bid opening to be March 26, 2019 @ 1:00 p.m.

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH\

cc: Facilities Management (file)  
OMB Bid file

# Resolution

Number 19-0199

Adopted Date February 12, 2019

APPROVE AND AUTHORIZE WARREN COUNTY GRANTS DIRECTOR TO SIGN THE FY19 OHIO TRANSIT PRESERVATION PARTNERSHIP PROGRAM GRANT CONTRACT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, Warren County has been awarded Grant Number 123-OTPP-19-0200 for the FY 2019 Ohio Transit Preservation Partnership Program; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Grants Director to digitally sign the FY 19 Ohio Transit Preservation Partnership Program, #123-OTPP-19-0200 with the Ohio Department of Transportation, as attached and made a part hereof; and


BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Department of Transportation or the Federal Transit Administration, the Warren County Board of Commissioners has no further obligation to fund this 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: C/A—ODOT  
Transit (file)  
ODOT

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION,  
AND THE  
WARREN COUNTY BOARD OF COMMISSIONERS  
MOU No. 123-OTPP-19-0200, CFDA 20.205

This Memorandum of Understanding (MOU) is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223 (ODOT), and the Warren County Board of Commissioners, County Administration Building 406 Justice Drive, Room 159, Lebanon, OH 45036.

SECTION 1: PURPOSE

1.1 The purpose of this MOU is to establish the respective responsibilities of the parties with regard to the FY2019 Ohio Transit Preservation Partnership Program (OTPP) and to set forth the rights and duties of the parties as a result of that obligation.

1.2 The National Transportation Act has certain Federal provisions for the use of federal highway funds for use by local public transportation systems for transit projects.

1.3 ODOT has been designated by the Federal Highway Administration (FHWA) as the agency in Ohio to administer the obligation of federal funds transferred for eligible projects. ODOT obligates these federal highway funds as flexible funds transfers and is notified by the Federal Transit Administration (FTA) when the federal funds have been transferred for an eligible project within an FTA grant.

1.4 Section 5501.03(A)(3) of the Ohio Revised Code provides that the Director of Transportation may coordinate the activities of ODOT with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions.

1.5 Warren County Board of Commissioners is a political subdivision of the State of Ohio, and is authorized to provide transit service to the citizens of Warren County by Section 306.01 or 306.30 et seq of the Ohio Revised Code. Warren County Board of Commissioners is responsible for the OTPP project as defined under FTA Circular 9030.1E for project (s) costs eligibility.

SECTION 2: OBLIGATIONS OF Warren County Board of Commissioners:

2.1 Agrees to enter a grant into the FTA grants management system to facilitate the federal grant approval process and subsequent implementation of the Project.

2.2 Agrees to comply fully with all federal, state and local laws, regulations, rules, executive orders and other legal requirements, as the same may be amended from time to time.

2.3 Agrees to submit all such data, reports, records, contracts, financial records, and other documents relating to the Project as required by ODOT, FTA and any federal authority as requested from time to time.

2.4 Agrees to provide a final report of expenditures for the Project within 30 days of the final drawdown of federal funds.

SECTION 3: OBLIGATIONS OF ODOT

3.1 ODOT agrees to obligate \$186,450 in federal funds for the 'Vehicle' Project(s) based upon Warren County Board of Commissioners's adherence to the following Project milestones:

Event Description	Milestone Date
RFP/IFB Out for Bid	02/28/2019
Contract Award to Vendor	03/31/2019
1st Vehicle Delivered	03/31/2020

Last Vehicle Delivered 03/31/2020  
Contract Complete 04/30/2020

3.2 ODOT agrees to obligate \$0 in federal funds for the 'Non-Vehicle' Project(s) based upon Warren County Board of Commissioners's adherence to the following Project milestones:

Event Description	Milestone Date
Time Frame	-

3.3 ODOT agrees to obligate \$0 in federal funds for the 'Capitalized Maintenance' Project(s) based upon Warren County Board of Commissioners's adherence to the following Project milestones:

Event Description	Milestone Date
Time Frame	-

Changes to these dates must be approved in writing by ODOT.

3.4 All federal obligations by Warren County Board of Commissioners are subject to the determination by FTA and ODOT that sufficient federal funds are available to obligate for the Project.

#### SECTION 4: TERM; NOTICE

4.1 The MOU shall terminate at the end of the biennium on 06/30/22 . Any renewals of the MOU beyond the current biennium shall be by separate written addendum.

4.2 All notices and reports to be given or made hereunder shall be emailed or mailed to the following:

For ODOT:

Charles Dyer, Administrator  
Office of Transit, Mail Stop 3110  
1980 West Broad Street  
Columbus, Ohio 43223

For Warren County Board of Commissioners:

Tom Grossmann, President  
County Administration Building 406 Justice Drive, Room 159  
Lebanon, OH 45036

#### SECTION 5: TERMINATION

5.1 ODOT may terminate its agreement with Warren County Board of Commissioners with no federal funds committed if the federal project is non-performed for any reason.

#### SECTION 6: GENERAL PROVISIONS

6.1 This MOU constitutes the entire MOU between the parties, and any changes or modifications to this MOU shall be made and agreed to in writing.

6.2 Neither this MOU nor any rights, duties, or obligations described herein shall be assigned by any party hereto without the prior express written consent of the other party.

6.3 This MOU shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of, or relating in any way to the MOU or the performance thereunder such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

6.4 This MOU constitutes the entire agreement between the parties, and any changes or modifications to this MOU shall be made and agreed to by all parties in writing.

6.5 State Audit Findings: Contractor affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may



be immediately commenced by the State for recovery of said funds.

SECTION 7: SIGNATURES

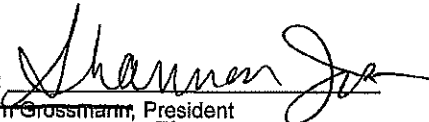
7.1 Any person executing this MOU in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this MOU on such principal's behalf.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year last written below.

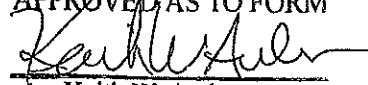
STATE OF OHIO  
DEPARTMENT OF TRANSPORTATION

WARREN COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Jack Marchbanks, Director

By:   
~~Tom Grossmann, President~~  
Shannon Jones  
Date: 2/12/19

Date: \_\_\_\_\_

APPROVED AS TO FORM  
  
Keith W. Anderson  
Asst. Prosecuting Attorney

# Resolution

Number 19-0200

Adopted Date February 12, 2019

DECLARE VARIOUS ITEMS WITHIN BOARD OF ELECTIONS, COMMUNITY CORRECTIONS, COMMON PLEAS COURT-GENERAL DIVISION, WATER & SEWER-WATER, AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Board of Elections, Community Corrections, Common Pleas Court-General Division, Water & Sewer-Water in accordance with the Ohio Revised Code; list of said items 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/jm

cc: 2019 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

# Warren County Facilities Management

BOE19001

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Board of Elections

Date:

Jan 22, 2019

001



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
120	Rifkin		y	Black 1 ft. by 2 ft. Square Canvass Bags
120	Clipper	76-E	y	Black Luggage Carts

Additional Comments

Materials were formerly used in elections processes.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Administrator

Phone Number 1-513-695-2085

Location of Item: Board of Elections Warehouse, 520 Justice Dr., Lebanon, Ohio 45036

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

# Warren County Facilities Management

GovDeals #

CCS19016

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

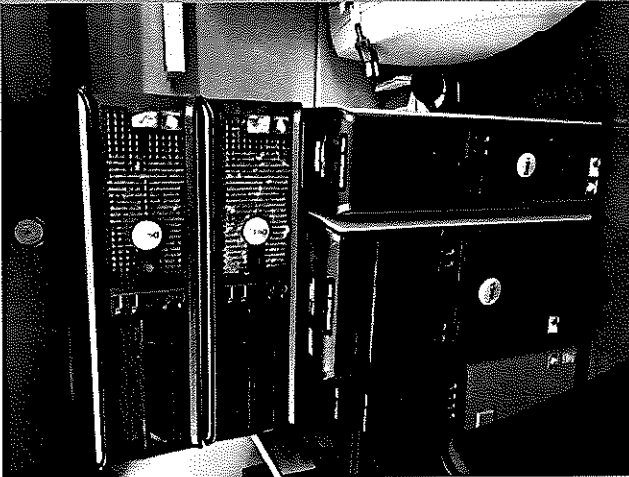
## GovDeals Item Inspection Form

Community Corrections

Date:

016

### Office Equipment



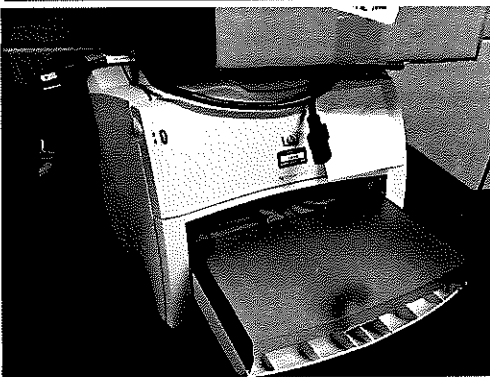
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3			Y	Office Chairs
			Unknown	Computer Towers
			Unknown	Monitor/Keyboards
1			Unknown	HP Printer

Additional Comments

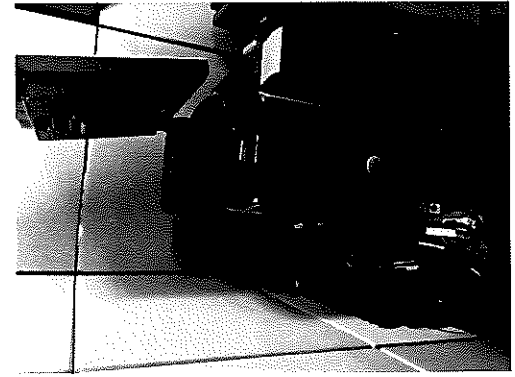
Office Equipment  
(3) Office Chairs, computer towers (CPU), keyboards, monitors, HP Printer



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Common Pleas Bldg, 500 Justice Dr, Lebanon OH 45036

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

# Warren County Facilities Management

GovDeals

CCS19017

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

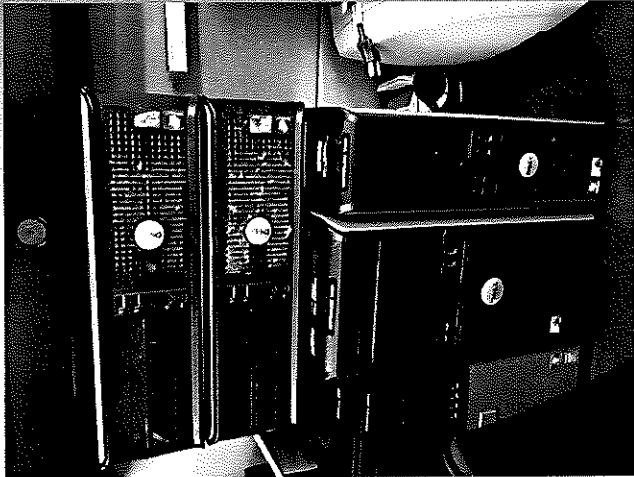
## GovDeals Item Inspection Form

Community Corrections

Date: Jan 25, 2019

017

### Office Equipment - chairs, monitors, keyboards, CPUs



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3			Y	Office chairs
			Unknown	Computer Towers
			Unknown	Monitors/Keyboards

Additional Comments

Lot of office equipment including chairs, CPUs, monitors and keyboards



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: CP 500 Justice Dr Lebanon OH 45036

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Date:

Jan 14, 2019

055

### Wood table seats 4-6



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

12/3/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Sturdy Wood Desk - seats 4-6 people

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: 500 Justice Drive, Lebanon, OH 45036

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

# Warren County Facilities Management

GovDeals

CPC19056

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

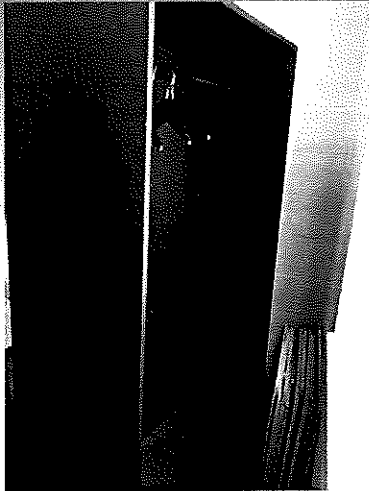
Common Pleas Court - General

Date:

Jan 14, 2019

056

### Wood Coat Closet



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

12/3/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Wood coat closet - good condition

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Court Administrator

Phone Number 513-695-2596

Location of Item: 500 Justice Dr, Lebanon, OH 45036

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

# Warren County Facilities Management

GovDeals

CPC19057

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Date:

Jan 14, 2019

057

### U-Shaped Wood Desk w/Overhead



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

8/10/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

U-shaped wood desk w/overhead - good condition

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Court Administrator

Phone Number 513-695-2596

Location of Item: 500 Justice Dr, Lebanon, OH 45036

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



430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

Common Pleas Court - General

Date:

Jan 14, 2019

058

## U-Shaped Cherry Wood Desk



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

12/5/18

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Very sturdy u-shaped wood desk - good condition

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Court Administrator

Phone Number 513-695-2596

Location of Item: 500 Justice Dr, Lebanon, OH 45036

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

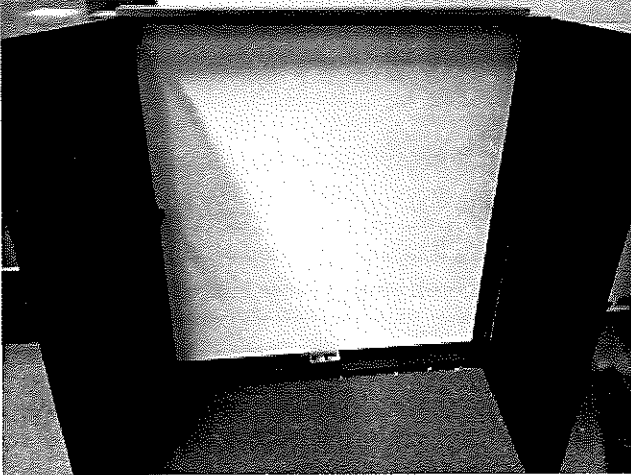
## GovDeals Item Inspection Form

Common Pleas Court - General

Date:

Jan 16, 2019
059

### Enclosed dry erase board & 2 small end tables



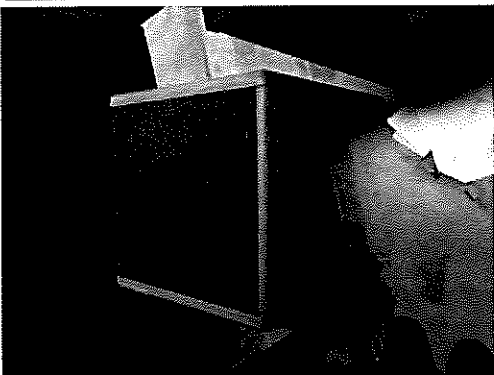
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	Enclosed dry erase board
2			Y	Small wooden end tables

Additional Comments

All items in good shape - (2) small end tables and (1) enclosed dry erase board



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

 Name: Cindy Prewitt

 Title: Fiscal Coordinator

 Phone Number 513-695-2596

 Location of Item: CPC 500 Justice Drive Lebanon OH

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

# Warren County Facilities Management

GovDeals #

CPC19060

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Date

Jan 18, 2019

060

### L Shaped Desk with Overhead cabinets & Desk topper



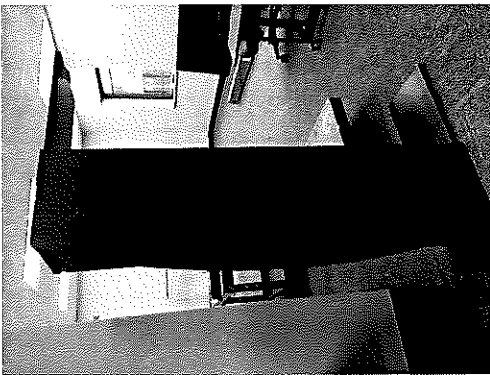
Select Item Type

Lot of Multiple Items

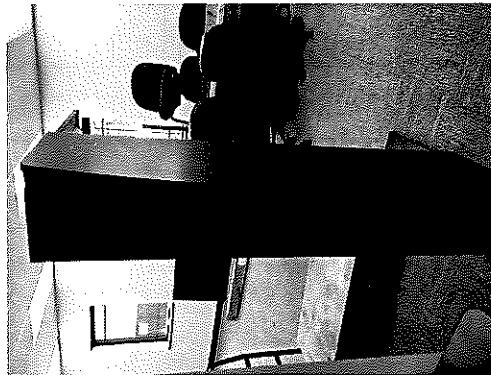
Qty	Brand	Model	Working Condition Y/N	Description
1			Y	L-shaped desk w/ overhead cabinets
1			Y	Desk topper

Additional Comments

L-shaped desk and topper in fair/good condition



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: CPC 500 Justice Drive, Lebanon, OH 45036

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

# Warren County Facilities Management

GovDeals #

CPC19061

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

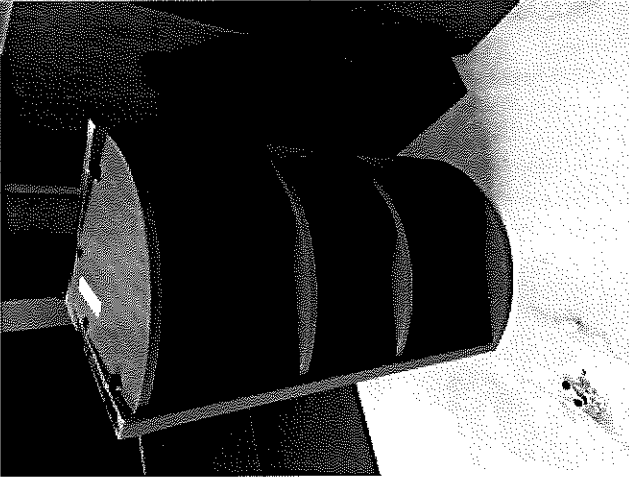
Common Pleas Court - General

Date:

Jan 18, 2019

061

### (2) Corner shelves & (2) wall cabinets



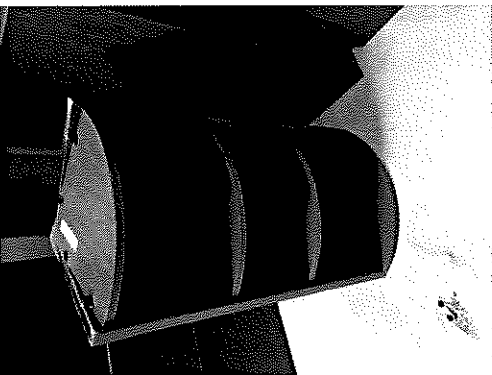
Select Item Type

Lot of Multiple Items

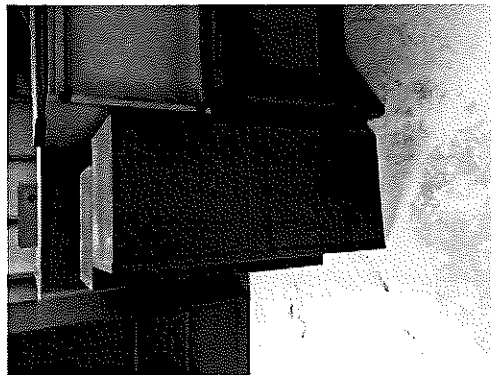
Qty	Brand	Model	Working Condition Y/N	Description
2			Y	Corner Shelves
2			Y	Wall Cabinets

Additional Comments

2 Corner rounded shelves  
2 wall cabinets  
Both in fair/good condition



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: CPC 500 Justice Drive, Lebanon, OH 45036

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

# Warren County Facilities Management

GovDeals # CPC19062

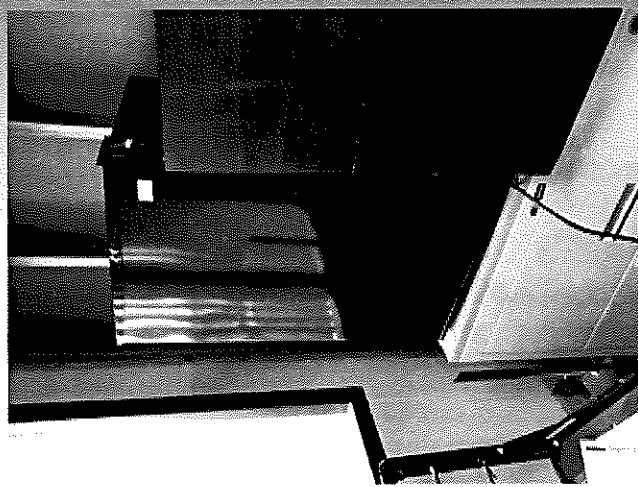
430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General      Date:      062

### Avanti Mini Fridge



Select Item Type:

Category:  Brand:

Model #:  Serial #:

Date Removed From Service:  Did Item Work When Removed?  
 Yes     No     Unknown

#### Additional Comments

Item not in working condition. 4.4 cubic ft

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

Name: Cindy Prewitt      Title: Fiscal Coordinator      Phone Number 513-695-2596

Location of Item: Common Pleas Bldg, 500 Justice Dr, Lebanon OH 45036

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Date:

063

### Large Wood (Cherry) Desks & 2 End Pieces



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	U shaped Cherry Desks
2			Y	Side/End Pieces (no bridge) cherry wood

Additional Comments

(2) U Shaped Desks  
(2) End pieces (as pictured but does not have bridge) - could make an L shaped desk



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Common Pleas Bldg, 500 Justice Dr, Lebanon OH 45036

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

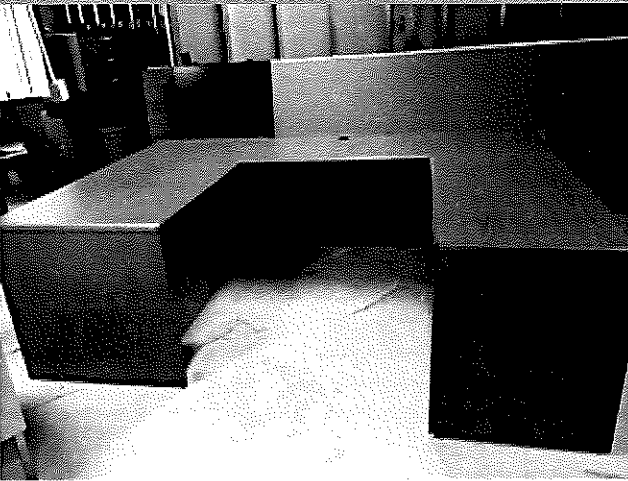
## GovDeals Item Inspection Form

Common Pleas Court - General

Date: \_\_\_\_\_

064

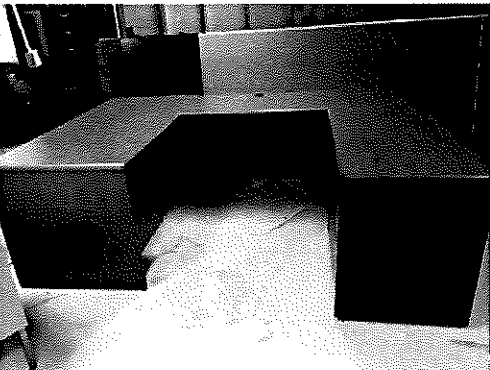
### 4 U Shaped Wood (Oak) desks



Select Item Type			Lot of Multiple Items	
Qty	Brand	Model	Working Condition Y/N	Description
4			Y	U shaped wood desks

Additional Comments

(4) U Shaped Desks - Oak very sturdy  
Good condition



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt Title: Fiscal Coordinator Phone Number 513-695-2596

Location of Item: Common Pleas Bldg, 500 Justice Dr, Lebanon OH 45036

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

# Warren County Facilities Management

GovDeals #

CPC19065

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Date

065

### Straight Desk/Overhead/Curved section



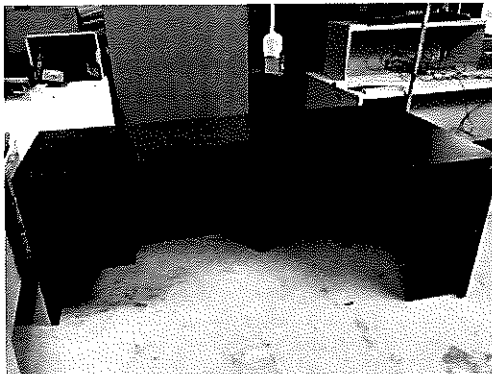
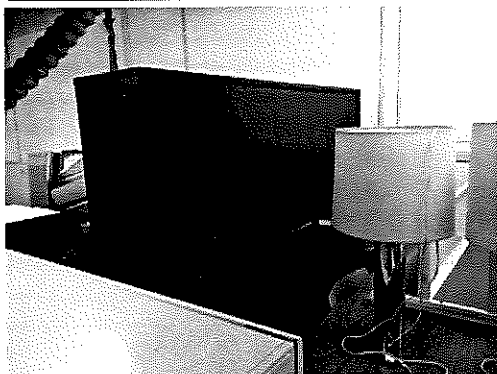
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	Straight desk with Curved Top
1			Y	Overhead cabinets/hutch
1			Y	Curved desk section

Additional Comments

Desk, Additional desk section, hutch with overhead cabinets  
All in good condition



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Common Pleas Bldg, 500 Justice Dr, Lebanon OH 45036

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



430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Date:

066

### Metal cabinets - Stand alone and under desk



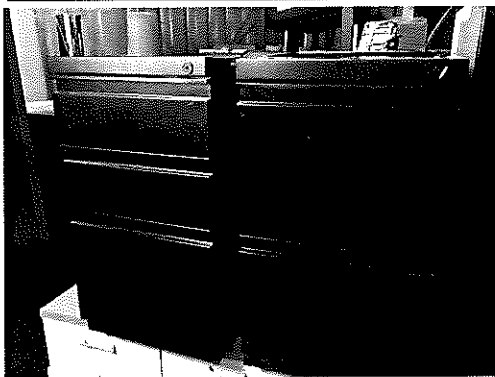
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	Black metal under desk cabinets
1			Y	White metal cabinet with wood top

Additional Comments

White metal cabinet with drawer and wood top - good condition  
(2) black metal drawer cabinets for under desk - good condition



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Common Pleas Bldg, 500 Justice Dr, Lebanon OH 45036

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

# Warren County Facilities Management

GovDeals #

WAT19001

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Water & Sewer - Water

Date:

1/10/2019

001

### 1998 FORD RANGER



Select Item Type

Vehicle

Vin #

1FTYR14X3WPA80643

Title restriction?

Yes  No

Odometer Reading

85013

Yes

Accurate?

No  Unknown

Year

1998

Make

FORD

Model

RANGER

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

WHITE

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust  Sever dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

1998 FORD RANGER 4.0 V6 ENGINE. AUTOMATIC TRANSMISSION 2WD. BLUE CLOTH INTERIOR. STOCK AM/FM RADIO, DUAL AIRBAGS, POWER STEERING, AND AC. VEHICLE IS BEING REMOVED FROM SERVICE DUE TO AGE AND RUSTY CONDITIONS UNDERNEATH VEHICLE. RUSTY BRAKE LINES AND POWER STEERING LINES (NOT LEAKING YET).



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin. Asst.

Phone Number 513 695 2307

Location of Item: 1433 WEST MAIN STREET LEBANON OHIO 45036. WARREN COUNTY GARAGE.

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0201

Adopted Date February 12, 2019

## ACKNOWLEDGE PAYMENT OF BILLS

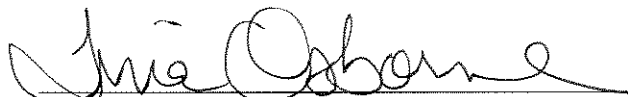
BE IT RESOLVED, to acknowledge payment of bills as attached hereto and made a part hereof.

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓

# Resolution

Number 19-0202

Adopted Date February 12, 2019

APPROVE A STREET AND APPURTENANCES BOND REDUCTION FOR KEEVER CREEK, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR THE ESTATES OF KEEVER CREEK, SECTION 3 IN TURTLECREEK TOWNSHIP

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

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

## BOND REDUCTION

Bond Number	:	16-012 (P-M)
Development	:	The Estates of Keever Creek, Section 3
Developer	:	Keever Creek, LLC
Township	:	Turtlecreek
Reduction Amount	:	\$56,740.10
Surety Company	:	Developers Surety & Indemnity Co. (463525S)

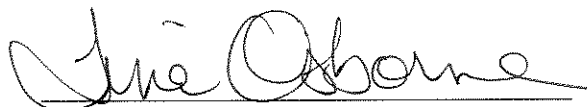
BE IT FURTHER RESOLVED: the original amount of bond was \$129,626.38 and after the above reduction, the remaining bond amount is \$72,886.28.

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Keever Creek, LLC, Attn: Chet Calkins, 500 Wessel Drive, Ste 2B, Fairfield, OH 45014  
Developers Surety & Indemnity Co., 17771 Cowan, Ste 100, Irvine, CA 92614  
Engineer (file)  
Bond Agreement file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0203

Adopted Date February 12, 2019

## APPROVE VARIOUS RECORD PLATS

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

- Hudson Hills Lane R/W Dedication Plat – Deerfield Township
- Legacy at Elliott Farm Section 2 Block “C” - Deerfield Township
- Legacy at Elliott Farm Section 2 Block “C” Easement Plat - Deerfield 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 19-0204

Adopted Date February 12, 2019

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the seventh and eighth months of their mandated share for SFY 2019 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:


\$33,192.96	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-42040	(Human Services - Public Assistance)

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
Human Services (file)  
OMB

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

# Resolution

Number 19-0205

Adopted Date February 12, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS SPECIAL  
PROJECTS FUND #2224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 28,000.00 into #22241220-5400 (Purchased Services)

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas Court (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0206

Adopted Date February 12, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION INTO MIAMI VALLEY GAMING TIF  
FUND #4485

BE IT RESOLVED, to approve the following supplemental appropriation:

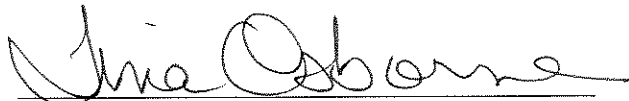
\$825,000.00 into #44853120 5910 (Miami Valley Gaming TIF)

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Supplemental App. file  
Commissioners' file  
Economic Development (file)



# Resolution

Number 19-0207

Adopted Date February 12, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO TREASURER'S OFFICE FUND #11011130

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Treasurer's Office Fund #11011130 in order to process a vacation leave payout for Laura Oeder former employee of Treasurer's Office:

\$1,545.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011130-5882	(Treasurer's Office - 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Treasurer's Office (file)  
OMB

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

# Resolution

Number 19-0208

Adopted Date February 12, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COURT OF COMMON PLEAS  
COURT SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 9,000.00 from #11011223-5820 (Health/Life Insurance)  
into #11011223-5830 (Workers Comp)

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-0209

Adopted Date February 12, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND  
#11012200

BE IT RESOLVED, to approve the following appropriation adjustment:


\$21,216.25	from	11012200 5317	(Non Capital Purchases)
	into	11012200 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 19-0210

Adopted Date February 12, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 713.97      from #11012300-5910      (Other Expense)  
                 into #11012300-5317      (Non 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Building/Zoning (file)

# Resolution

Number 19-0211

Adopted Date February 12, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE FUND  
#6632

BE IT RESOLVED, to approve the following appropriation adjustment:

\$25,000.00 from #66320100-5410 (Benefits – Comm Contracts)  
into #66320100-5400 (Benefits – Purchased Services)

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Commissioners file  
OMB

# Resolution

Number 19-0212

Adopted Date February 12, 2019

WAIVE NON-PARTICIPANT CHARGE FOR PARCEL 13-01-376-006 ON STATE ROUTE 22&3, MORROW OHIO

WHEREAS, Resolution 92-709, adopted June 30, 1992, establishing a Non-Participant Charge for sanitary sewer improvements in the Morrow-Roachester Sewer Improvement Area; and

WHEREAS, Shirley Popkin was quoted sewer connection fees totaling \$6,380.00 for 64.9781 acres (Parcel 13-01-376-006) on State Route 22-3.; and

WHEREAS, it was determined that the quoted amount should have included a \$3070.00 Non-Participant Charge increasing the total sewer connection fees to \$9,450.00; and

WHEREAS, the project assessment bonds for the Morrow-Roachester Sewer Improvement Area have been fully funded and subsequently retired; and

WHEREAS, it is the desire of this Board to waive the Non-Participant Charge of \$3,070.00 for Parcel 13-01-376-006; and

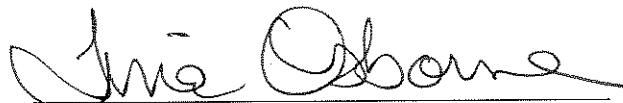
NOW THEREFORE BE IT RESOLVED, to waive the \$3070.00 Non-Participant Charge and confirm that the total sewer connection fees for Parcel 13-01-376-006 are \$6,380.00.

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)

# Resolution

Number 19-0213

Adopted Date February 12 2019

CONTINUE 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 continue 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 be continued to February 26, 2019, at 9:15 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio; and

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

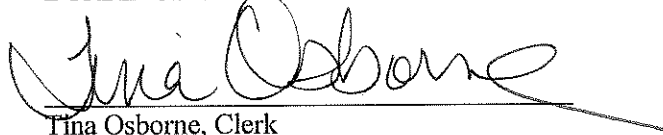
Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 19-0214

Adopted Date February 12, 2019

APPROVING MAP AMENDMENT REZONING APPROXIMATELY 70.39 ACRES LOCATED AT 2260 N. STATE ROUTE 48 IN TURTLECREEK TOWNSHIP FROM SINGLE FAMILY RESIDENTIAL (“R-1”) TO PLANNED UNIT DEVELOPMENT (“PUD”) SUBJECT TO THE ATTACHED PUD STANDARDS AND LIST OF STAFF RECOMMENDED CONDITIONS

WHEREAS, an Application was filed on October 25, 2018, as Case # 2018-03, for a Zoning Map Amendment requesting Parcel # 09-32-300-010, consisting of 70.39 acres located at 2260 N. Route 48 in Turtlecreek Township, Warren County, Ohio be rezoned from Single-family Residential (R-1) to a PUD; and,

WHEREAS, the Board adopted Resolution # 19-0042 on January 15, 2019 setting the public hearing on February 5, 2019 at 10:15AM in the Commissioners Meeting Room, 406 Justice Drive, Lebanon, OH, and to advertise notice of the hearing in a newspaper of general circulation, to consider the aforementioned Map Amendment; and

WHEREAS, notice of the date, time and place of the public hearing and all other requirements of section 303.12 (G) 1-5 of the Ohio Revised Code, were published in the Journal-News Pulse of Lebanon and Mason, being a newspaper of general circulation in Warren County, Ohio, on January 20, 2019, being more than 10 days prior the date scheduled for the public hearing; and

WHEREAS, the public hearing was opened by the Board on February 5, 2019, at 10:15AM, whereupon the Board heard testimony from the Zoning Inspector who presented among other things the written recommendation of the Warren County Regional Planning Commission and the written recommendation of the Warren County Rural Zoning Commission, as well as the testimony of persons in favor of and opposed to the aforementioned Map Amendments; and

WHEREAS, the public hearing was closed on February 5, 2019, and the Board indicated it would deliberate on February 12, 2019 whether to adopt or deny the recommendations or adopt some modification of it, the Board took the following action;

NOW THEREFORE BE IT RESOLVED, by at least a majority of the County Commissioners voting on the matter, to approve the Map Amendment rezoning approximately 70.39 acres located at 2260 N. State Route 48 in Turtlecreek Township from R-1 to PUD subject to the PUD Standards and the list of Staff Recommended Conditions attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the that the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein; and

BE IT FURTHER RESOLVED, that the Board is acting in its legislative capacity in adopting this Resolution; and



RESOLUTION #19-0214  
FEBRUARY 12, 2019  
PAGE 2


BE IT FURTHER RESOLVED, that it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board in compliance with all legal requirements, including Section 121.22 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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

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

Tina Osborne, Clerk

cc: RPC  
Zoning  
RZC (file)  
Map Amendment file  
Pros Office - Bruce McGary  
Turtlecreek Township Trustees

# Staff Recommended Conditions of Approval

1. All plans and proposals of the applicant shall be made conditions of approval, unless modified by one of the following conditions.
2. Compliance with the Warren County Rural Zoning Code & the Warren County Subdivision Regulations.
3. Compliance with the Revised PUD Standards provided for this PUD.
4. Landscaping shall be proposed and approved at Stage 2 Preliminary Site Plan.
5. The Turtlecreek Township Board of Trustees request that the Declaration of Covenants that are recorded to this PUD require that building requirements be clearly stated in conformity with the design standards and materials (Sec. 7.7 PUD Standards) that have been provided by the builder and that any amendments to the building standards must have approval by a majority vote of the Turtlecreek Township Board of Trustees.
6. The south stub street should be required to consist of a turnaround for emergency vehicles.
7. The sidewalks and lighting for the PUD will remain private and will not be dedicated to the township for public maintenance.
8. There will not be a lighting district established for this PUD.
9. The landscape lighting requirements will be incorporated into the Declaration of Covenants for the PUD.

## PUD Standards

CREEK SONG  
at  
Meadow Lane Farm PUD  
2260 N. Route 48  
Turtlecreek Township, Warren County, Ohio

### SECTION 1 – PURPOSE

The purpose of this PUD is to increase the allowable residential density to more than is allowed under the current site zoning of R1.

### SECTION 2 – PUD BOUNDARIES

The property to be rezoned consists of the following parcel:

Parcel (Sidwell) ID Number	Current Zoning	Total Acreage
09-32-300-010	R-1	70.39
	Total PUD Area	70.39

The parcel listed above is to be rezoned as a PUD, and as such will constitute an amendment to the Official Zoning Map. The zoning on this area shall remain in place following any lot splits or consolidations in the future, until such time a rezoning is brought forward by the property owner.

### SECTION 3 – GENERAL STANDARDS

#### **3.1 Definition of Terms**

Unless specified, the definition of all terms shall be the same as the definition set forth in the Warren County Rural Zoning Code in effect at the time of zoning certificate application.

#### **3.2 Consistency with the Warren County Rural Zoning Code**

Development of the PUD shall be in accordance with this PUD document and applicable sections of the Warren County Rural Zoning Code (to the extent they are not inconsistent with this document) which are in effect at the time of issuance of any development order which authorizes the development of improvements.

#### **3.3 PUD Stage 1 Plan**

All conditions and concepts imposed herein or as represented on the PUD Stage 1 Plan are a part of the regulations which govern the manner in which the PUD may be developed. However, it shall be recognized that the PUD Stage 1 Plan is conceptual in nature and adjustments may be made at PUD Stage 2 or PUD Stage 3, so long as the overall plan proposed is in conformance with the standards of this document and generally conforms to the PUD Stage 1 Plan.

#### **3.4 Clearing & Grading**

Clearing, grading, earthwork, and site drainage work shall be performed in accordance with the procedures and requirements of the Warren County Soil & Water Conservation District and any other applicable government agencies. The developer shall also comply with the applicable requirements for an NPDES permit through the EPA.

## **SECTION 4 – PRINCIPAL USE REGULATIONS**

### **4.1 Permitted Uses**

The following shall be permitted as principal land uses within the PUD:

- Single-Family Dwellings
- Secondary Dwelling Units (Custom Lots and Design/Build Lots Only). Secondary Dwelling Units shall comply with the Warren County Rural Zoning Code Section 3.203.5.

### **4.2 Prohibited Uses**

Principal land uses not listed in Section 4.1 above are prohibited within the PUD.

## **SECTION 5 – ACCESSORY USE REGULATIONS**

### **5.1 Permitted Uses**

Permitted accessory uses shall be the same as in the R-1 Residence Single Family Zone, and shall conform to the use-specific standards as specified in the Warren County Rural Zoning Code unless otherwise provided for in this PUD document.

## **SECTION 6 – ACCESSORY STRUCTURES**

- 6.1** The Design/Build Lots are exempt from the quantity of accessory structures outlined in Section 3.102.2.

## **SECTION 7 – DEVELOPMENT STANDARDS**

### **7.1 Minimum House Size**

Park Side Lots: 1,500 ft<sup>2</sup>  
Custom Lots: 2,000 ft<sup>2</sup>  
Design/Build Lots: 2,500 ft<sup>2</sup>

### **7.2 Minimum Setbacks**

Structure Type	Minimum Front Yard Setback	Minimum Side Yard Setback	Minimum Rear Yard Setback
Principal (Park Side Lots)	20'	5' min (10' total)	20'
Principal (Custom Lots)	30'	7.5' min. (20' total)	30'
Principal (Design/Build Lots)	40'	10' min. (30' total)	40'

### **7.3 Minimum Lot Size**

Park Side Lots: 0.25 ac.  
Custom Lots: 0.50 ac.  
Design/Build Lots: 1.00 ac.

### **7.4 Open Space**

Open Space (20% of overall site acreage): 14.08 ac. min.  
Active Open Space (25% of required open space): 3.52 ac. min.  
No less than 17 acres of the site may be used for open space.

- 7.5 Landscaping**  
Permitted landscaping shall conform to the use-specific standards as specified in the Warren County Rural Zoning Code unless otherwise provided for in this PUD document. Vegetation within the streamside setback and floodplain areas will be preserved to the standards of The Warren County Subdivision Regulations Section: 700 (N).
- 7.6 Signs**  
Permitted signage shall conform to the use-specific standards as specified in the Warren County Rural Zoning Code unless otherwise provided for in this PUD document.
- 7.7 Building Materials and Architectural Design Standards**  
Houses shall be designed and constructed in accordance with the guidelines set forth in the Covenants and Restrictions. Some key elements to include:
- Turn of the century architecture theme governed by architectural review board
  - Quality Construction materials: Brick, Stone, Wood, dimensional shingles, architectural shutters (no Vinyl)
  - Privately Natural Gas exterior light fixtures at street ILO contemporary street lights
  - Parkside Homesites: Garages to load at rear of home (no forward facing garages)
- 7.8 Maximum principle dwelling units: 62**

## **SECTION 8 -- ACCESS/CIRCULATION STANDARDS**

- 8.1 Ingress/Egress**  
Ingress/egress points from public right-of-way to the development within the PUD shall be located off N. Route 48, or at another location found acceptable by the Warren County Engineer's Office. The developer shall comply with the Warren County Engineer's Office process and requirements for an Access Permit application.
- 8.2 Traffic Impact Study**  
If deemed necessary by the Warren County Engineer's Office, the developer shall complete a Traffic Impact Study (TIS) and be responsible for any improvements to public roadways found necessary by the TIS. Possible improvements include traffic signals and/or additional turning or deceleration lanes, installed to the satisfaction of the Warren County Engineer's Office.
- 8.3 Right-of-Way Dedication**  
Any additional right-of-way along N. Route 48 required in accordance with the Warren County Thoroughfare Plan shall be dedicated to the satisfaction of the Warren County Engineer's Office.
- 8.4 Street Stubs**  
One stub street to the northern adjacent parcel and one stub street to the southern adjacent parcel has been provided. No other street stub connections are mandatory for this PUD, though additional stubs may be provided if approved by the Warren County Executive Committee.
- 8.5 Sidewalks**  
Provide sidewalks on one side of street for the "Park Side Lots" and provide connection to the postal facility cluster units.

## **SECTION 9 – SERVICE STANDARDS**

### **9.1 Maintenance of Facilities**

An organization of association, such as a Homeowners Association (the "HOA"), shall assume control and responsibility of maintaining common and/or open spaces and facilities within the PUD, including without limitation responsibilities for snow removal, roadway/sidewalk/multipurpose trail repairs, the storm water system, and the waste water collection, treatment and disposal system. HOA and related fees and methods of increase thereto, and creation of lien and enforcement authority of owner obligations for repair and replacement charges for maintenance, repair and replacement of facilities shall be made a matter of public record through the filing of a Declaration of Covenants, Restrictions, Easements, and Maintenance Obligations (the "Declaration") and/or other summary documents, with the Declaration and all amendments thereto including the document number and date of recording of public record being recited in each deed of conveyance of any property subject thereto within the PUD.

### **9.2 Wastewater Collection, Treatment and Disposal**

The Declaration shall provide that Warren County, including its Board of County Commissioners and/or Water and Sewer Department, and the Warren County Combined Health District including its Board of Health and Health Commissioner are not the approving authority of the wastewater collection, treatment and disposal system, and further, shall not assume any legal obligation for the operation, maintenance, repair and replacement of the wastewater collection, treatment and disposal system in the event the system should ever become deficient, defective, or experience a temporary or permanent failure that adversely effects the public's health or may result in a condemnation of the community, dwellings therein or any part thereof.

The development shall be served by a decentralized wastewater treatment facility including, but not limited to, a combination of septic tanks, home sewage grinder pumps, septic tank effluent pumps, septic tank effluent gravity lines, low pressure force mains, gravity sewers, centralized treatment facilities including but not limited to recirculating sand filters, disinfection, drip irrigation, and engineered wetlands or as otherwise may be required by the Ohio EPA. The Proposed wastewater disposal system shall be designed by a professional engineer licensed to do work in the State of Ohio and approved and permitted (National Pollution Discharge Elimination System & Permit to Install) by the Ohio EPA, Division of Surface Water. The design of the wastewater collection system and treatment facilities shall be shown on plans at Stage 2 and the Board of County Commissioners in reviewing the Stage 2 Application may have such system and facilities reviewed and commented on by the Warren County Water and Sewer Department and the Warren County Combined Health District. The wastewater collection, treatment, and disposal system shall be owned and operated in accordance with Ohio EPA regulations by a private utility company, a sewer district created and organized under ORC Chapter 6119 or other entity permitted by the Ohio EPA, including an HOA. The owner/operator shall also serve as the utility company providing sewer service including customer billing and response to residents within the development. Any private utility company serving the development shall operate under the regulations of the Private Utility Commission of Ohio (PUCO), shall be an established company with over ten years of operation as a utility, and shall be approved by the Ohio EPA. If an HOA owns the wastewater collection, treatment and/or

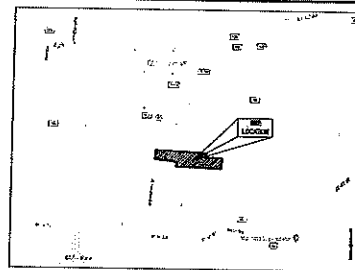
disposal system, such HOA may not operate or maintain the wastewater collection, treatment, and disposal system. If an HOA owns the system, it shall contract with a provider having at least 10 years' experience operating and maintaining wastewater collection, treatment and disposal systems.

The Declaration shall be filed containing provisions requiring all homeowners to be customers of the utility and contribute not less often than annually to the operation, maintenance and replacement of waste water systems. The HOA or other permanently designated body shall establish a separate reserve fund for the purpose of maintaining and/or replacing waste water systems and such requirement shall be stated in the Declaration and the Bylaws of the HOA or the rules and regulations of the utility. Such reserve fund shall be reasonably funded at all times to meet the reasonable purposes for which it has been created. The Ohio EPA or a designee shall have the authority, upon reasonable notice, to review the reserve account established for this purpose and to require reasonably increased funding over a reasonable period of time to ensure repair, maintenance and replacement of any community waste water systems.

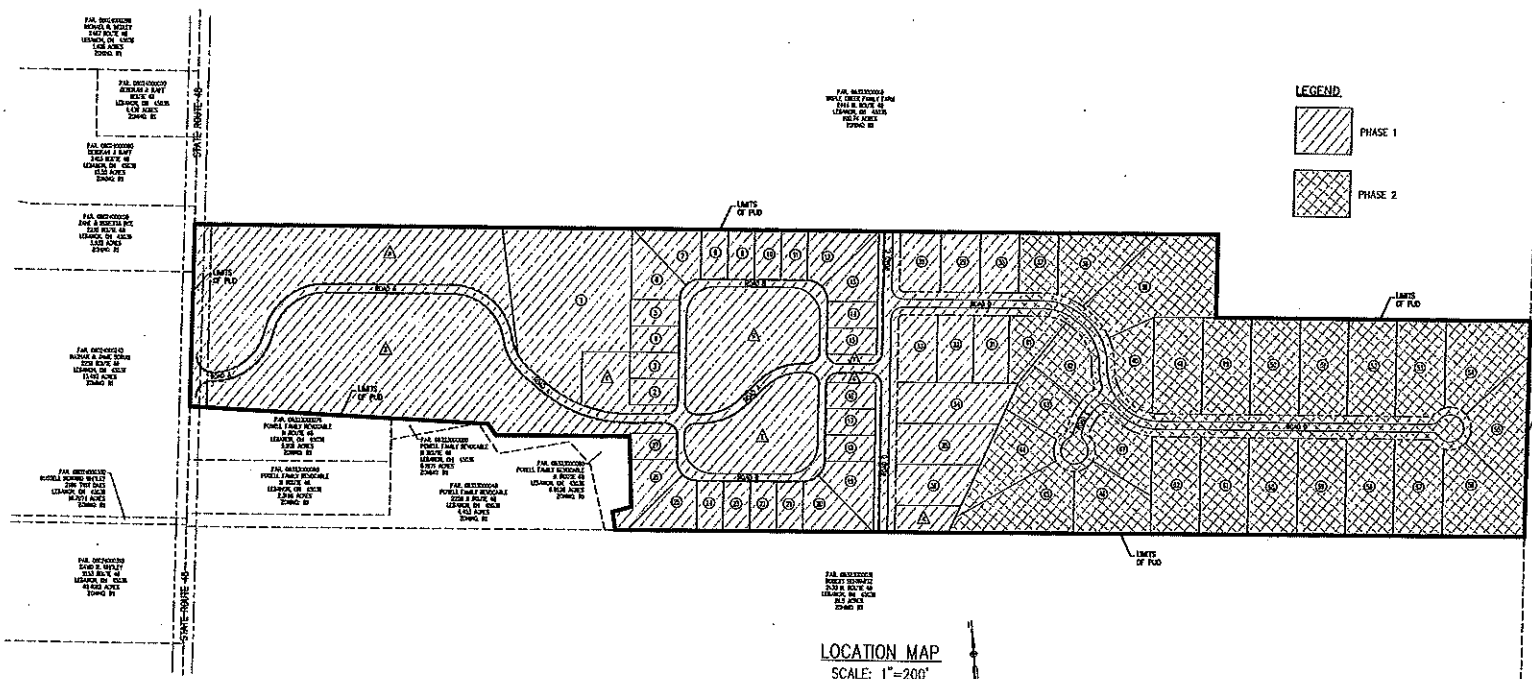
The HOA shall have the authority to charge the homeowners as additional fees such additional amounts necessary to maintain, repair or replace any community or clustered septic/waste water system. The HOA shall require homeowners to maintain and replace all personally owned portions of any septic/waste water system, including without limitation the maintenance, repair and replacement of septic tanks and lines located on property owned in fee or otherwise by the homeowners; such requirement shall be included in the Declaration. The Declaration shall reserve unto the HOA the authority and the requirement to maintain, repair and replace all individually owned portions of any septic/waste water system, including without limitation the maintenance of septic tanks/waste water systems should the homeowner fail to do so and shall further grant unto the HOA easements necessary to access privately owned property to maintain, repair and/or replace all such systems. The HOA or other designee or utility shall ensure that appropriate reporting relating to the performance of community waste water systems is made in a timely manner to appropriate administrative, regulatory and/or governing agencies. All of the requirements herein shall be stated in the Declaration and the Bylaws of the HOA or the rules and regulations of the utility.

# CREEK SONG PUD STAGE 1

SECTION 32, TOWNSHIP 4, RANGE 4  
2260 N ROUTE 48  
TURTLECREEK TOWNSHIP  
WARREN COUNTY, OH  
70.39 ACRES  
FEBRUARY 2019



VICINITY MAP  
NOT TO SCALE



**LEGEND**

Phase 1 (diagonal hatching)

Phase 2 (cross-hatching)

LOCATION MAP  
SCALE: 1"=200'

**GENERAL NOTES**

- EXISTING ZONING IS R1 AND PROPOSED ZONING IS PUD - PLANNED UNIT DEVELOPMENT.
- MAXIMUM BUILDING HEIGHT: 35'.
- PROPOSED HOME OWNERS ASSOCIATION WILL BE DEVELOPED TO HANDLE MAINTENANCE OF ALL OPEN SPACE AREAS AND COMMON AREAS.
- PUBLIC WATER SUPPLY BY CITY OF LEBANON.
- SANITARY SEWER TO BE A DECENTRALIZED WASTEWATER TREATMENT SYSTEM TO BE OWNED AND MAINTAINED BY OHIO WASTEWATER.
- THE DEVELOPMENT SCHEDULE FOR THIS SUBDIVISION IS UNDETERMINED BUT IS EXPECTED TO INCLUDE 2 PHASES.
- THE MINIMUM LOT WIDTH SHALL BE MEASURED AT THE SETBACK LINE. IN THE CASE OF LOTS BEING LOCATED IN A CURVE, THE LOT WIDTH WILL BE MEASURED AS A TANGENT AT THE MIDPOINT BETWEEN SIDE LOT LINES.
- EXISTING TOPOGRAPHY FROM WARREN COUNTY GEOGRAPHIC INFORMATION SYSTEMS DATA.
- ALL STREETS ARE PUBLIC UNLESS OTHERWISE NOTED ON PLAN.
- MINIMUM LOT WIDTH SHALL BE MET AT BOTH FRONT AND REAR SETBACK LINES.
- PARALLEL LOTS SHALL NOT BE PERMITTED.
- PROPOSED LANDSCAPING AND ENTRANCE MONUMENTATION SHALL BE DETERMINED AT STAGE 3.
- ALL SITE SIGNAGE WILL COMPLY WITH WARREN COUNTY RURAL ZONING CODE SECTION 3.6 WITH THE EXCEPTION THAT THE MAXIMUM SQUARE FOOTAGE FOR THE GATEWAY SIGN WILL BE 32 SF.
- ALL RESIDENTIAL DRIVEWAYS ON FRONT ENTRY GARAGES WILL BE LOCATED AT LEAST 5' FROM SIDE OR REAR PROPERTY LINES. ALL RESIDENTIAL DRIVEWAYS ON SIDE ENTRY GARAGES WILL BE LOCATED AT LEAST 1' FROM PROPERTY LINES.
- ACCESSORY STRUCTURES RESTRICTIONS TO BE ADDRESSED IN THE HOMEOWNERS ASSOCIATION COVENANT.
- EX TREES ALONG PROPERTY BOUNDARY TO REMAINED AS A PERIMETER BUFFER.
- DRAINAGE WILL BE ADDRESSED BY INSTALLATION OF GRASS SWALES AND DETENTION PONDS IF NECESSARY.
- ALL LANDSCAPING, LIGHTING, AND SIGNAGE TO BE RURAL IN CHARACTER.

**PROJECT SUMMARY**

ACREAGE SUMMARY		ACRES	PERCENT
EXISTING RIGHT-OF-WAY		0.36	0.5
PROPOSED RIGHT-OF-WAY		7.97	11.3
LOTS		43.45	61.8
OPEN SPACE		18.59	26.4
TOTAL		70.39	100.0

NUMBER OF LOTS		
EXISTING FARMHOUSE (TO REMAIN)	1 (LOT #1)	
PARK SIDE LOTS	26 (LOTS #2-27)	
CUSTOM LOTS	20 (LOTS #28-47)	
DESIGN/BUILD LOTS	15 (LOTS #48-62)	
TOTAL	62	

DENSITY		
NET DENSITY	0.88 DU/AC	
GROSS DENSITY	1.00 DU/AC	

**INDEX OF SHEETS**

DRAWING NO.	DRAWING TITLE	ISSUE DATE
1	COVER SHEET	2/28/19
2	EXISTING CONDITIONS	2/28/19
3	TYPICAL LOT/ROAD SECTIONS	2/28/19
4	SITE PLAN	2/28/19
5	SITE PLAN	2/28/19
6	OPEN SPACE PLAN	2/28/19

**OWNER**

STEPHEN DEGER  
2260 N ROUTE 48  
LEBANON, OH 45036  
PHONE: (513) 274-3973

**DEVELOPER**

HIGHLAND DEVELOPMENT  
PARTNERS, LLC  
4234 MASON POINTE DRIVE  
MASON, OH 45040  
PHONE: (513) 695-2200

**PHASING SCHEDULE**

PHASE	LOT #'S IN PHASE	TOTAL LOTS	% OF DEVELOPMENT
1	1-36	37	60%
2	37-62	25	40%

**PLANNER & ENGINEER**

FOCUS ENGINEERING & DESIGN, LLC  
1391 OAKVIEW DRIVE  
COLUMBUS, OH 43235  
PHONE: (303) 229-11189

NO.	DESCRIPTION OF REVISIONS	DATE	BY

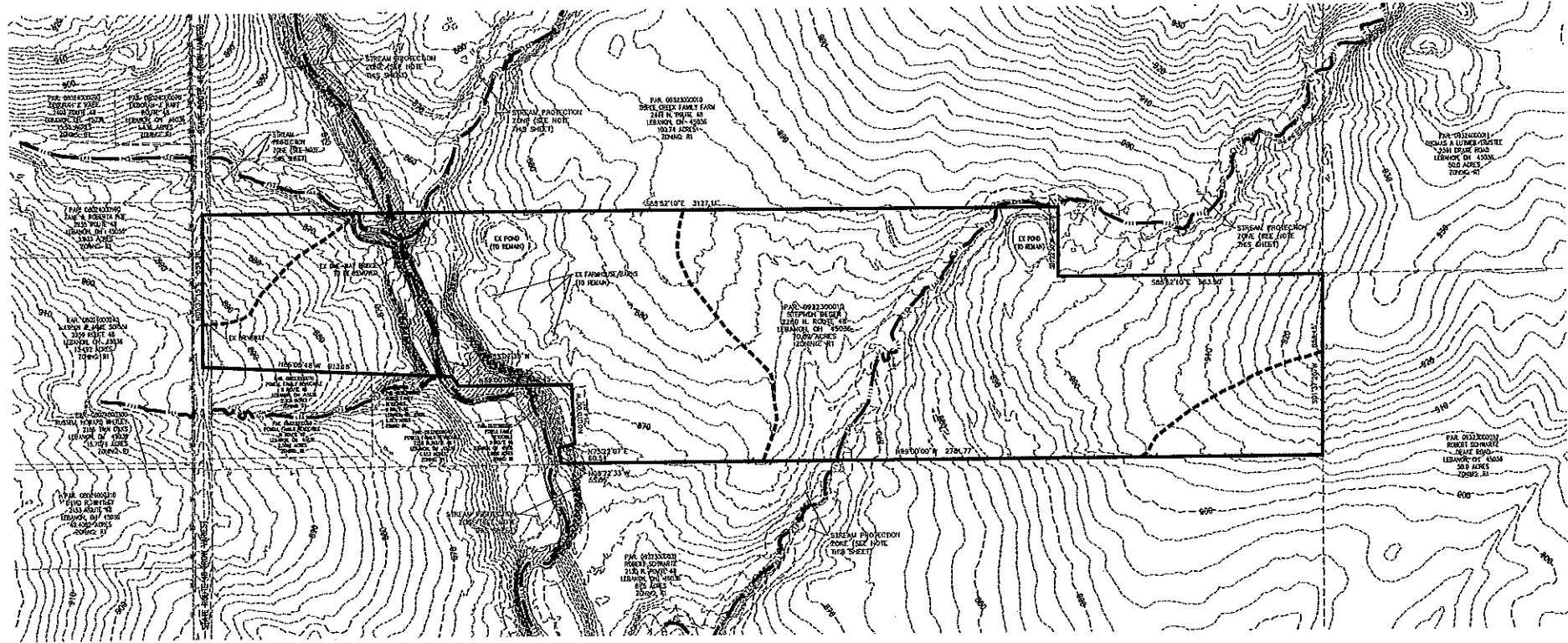
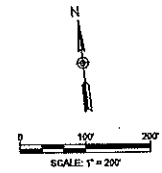
  

CREEK SONG	PLANNED UNIT DEVELOPMENT PUD STAGE 1 TURTLECREEK TOWNSHIP WARREN COUNTY, OH	COVER SHEET

DRAWN BY:	JWR
APPROVED BY:	JWR
DRAWING NAME:	
DATE:	2-21-2018
SHEET NO.:	1 OF 6





**STREAM PROTECTION ZONE NOTE**

THE STREAM PROTECTION SETBACK LINE IS THE MEASURED DISTANCE FROM THE STREAMBANK TO AN AREA THAT IS SAFE FOR HUMAN ACTIVITY WITHOUT DISTURBING THE STREAM. WARREN COUNTY PROVIDES THESE SETBACKS AS A SERVICE TO THE COMMUNITY SO THAT PROPERTY OWNERS CAN PROTECT NOT ONLY THEIR VALUABLE PROPERTY, BUT THE VALUABLE NATURAL RESOURCES OF OUR COUNTY. THE STREAM PROTECTION SETBACK LINE IS NOT TIED TO ANY REGULATION OR REQUIREMENT, BUT RATHER A VOLUNTARY PROGRAM THAT OFFERS SUGGESTIONS FOR RESPECTING THE STREAM AND STREAMBANKS OF WARREN COUNTY. ANY PROPERTY OWNER WITH A LOT CONTAINING A STREAM PROTECTION SETBACK LINE MAY CALL WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT AT 513-695-1337 TO OBTAIN INFORMATION AND TECHNICAL ASSISTANCE ABOUT BUILDING AND LIVING ALONG STREAMS.

**LEGEND**

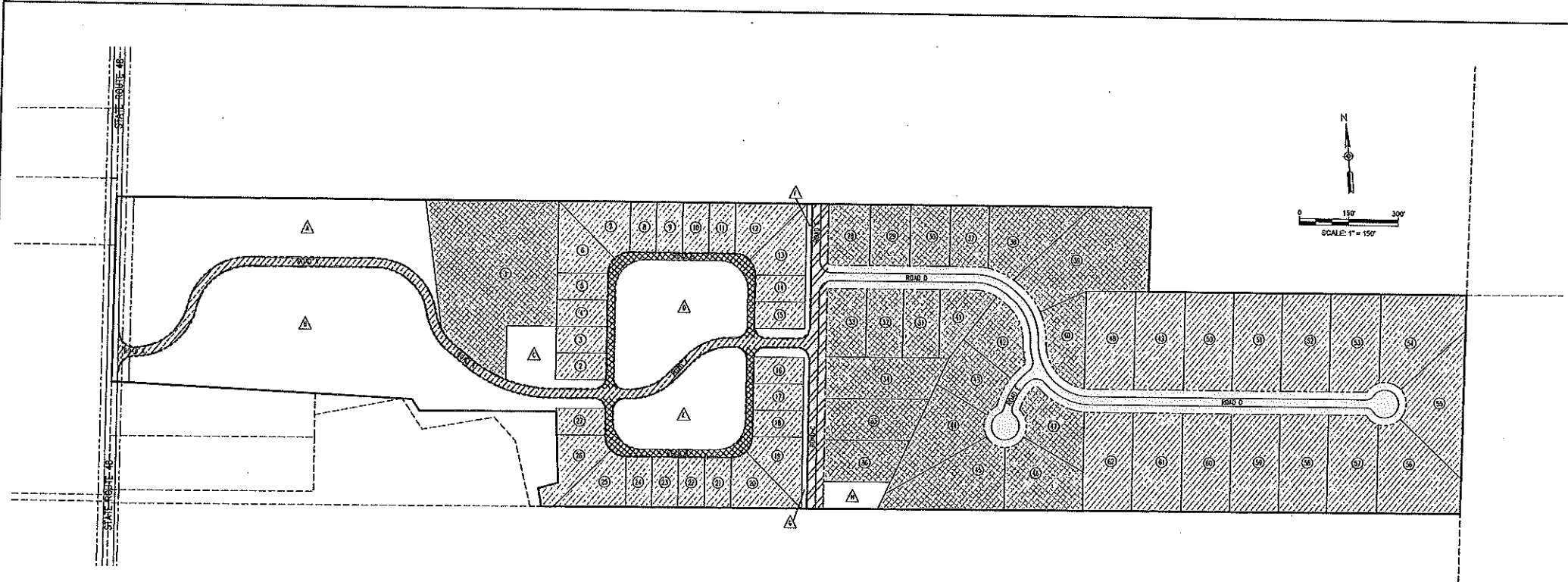
- 100yr FLOODPLAIN
- SLOPES > 25%
- EXISTING WATERSHED BOUNDARY
- EXISTING STREAM/DITCH
- EXISTING CITY OF LEBANON WATER MAIN

ITEM	DESCRIPTION OF REVISIONS	DATE	BY

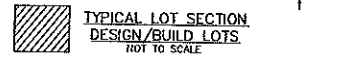
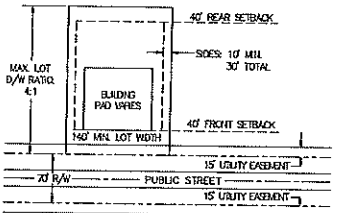
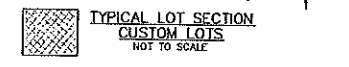
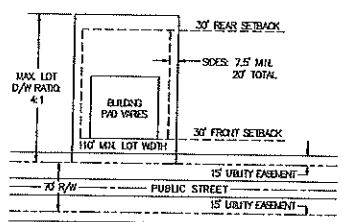
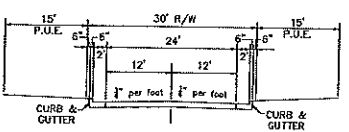
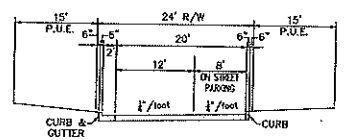
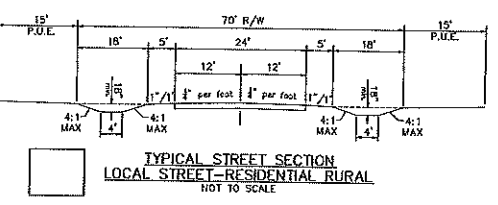
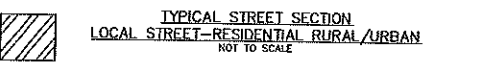
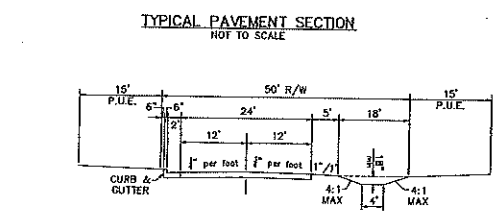
CREEK SONG  
 PLANNED UNIT DEVELOPMENT  
 PHD STAGE 1  
 TURTLE CREEK TOWNSHIP  
 WARREN COUNTY, OH  
 EXISTING CONDITIONS



DRAWN BY:	JWR
APPROVED BY:	JWR
DRAWING NAME:	
DATE:	2-21-2019
SHEET NO.:	2 OF 6

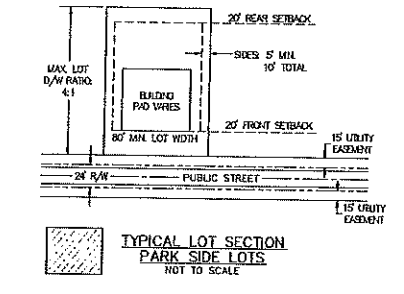


- ① ITEM 448 - 1.5" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1
  - ② ITEM 448 - 2" ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 1
  - ③ ITEM 407 - TACK COAT
  - ④ ITEM 301 - 3" BITUMINOUS AGGREGATE BASE
  - ⑤ ITEM 204 - COMPACTED SUBGRADE
- NOTE: ALL LETTER-NUMBER DESIGNATIONS REFER TO THE CURRENT EDITION OF THE OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATION.



**Legend:**

- PARK SIDE LOTS
- LOCAL STREET-RESIDENTIAL RURAL
- CUSTOM LOTS
- LOCAL STREET-RESIDENTIAL RURAL/URBAN
- DESIGN/BUILD LOTS
- LOCAL STREET-ONE WAY W/ PARKING
- LOCAL STREET-RESIDENTIAL URBAN

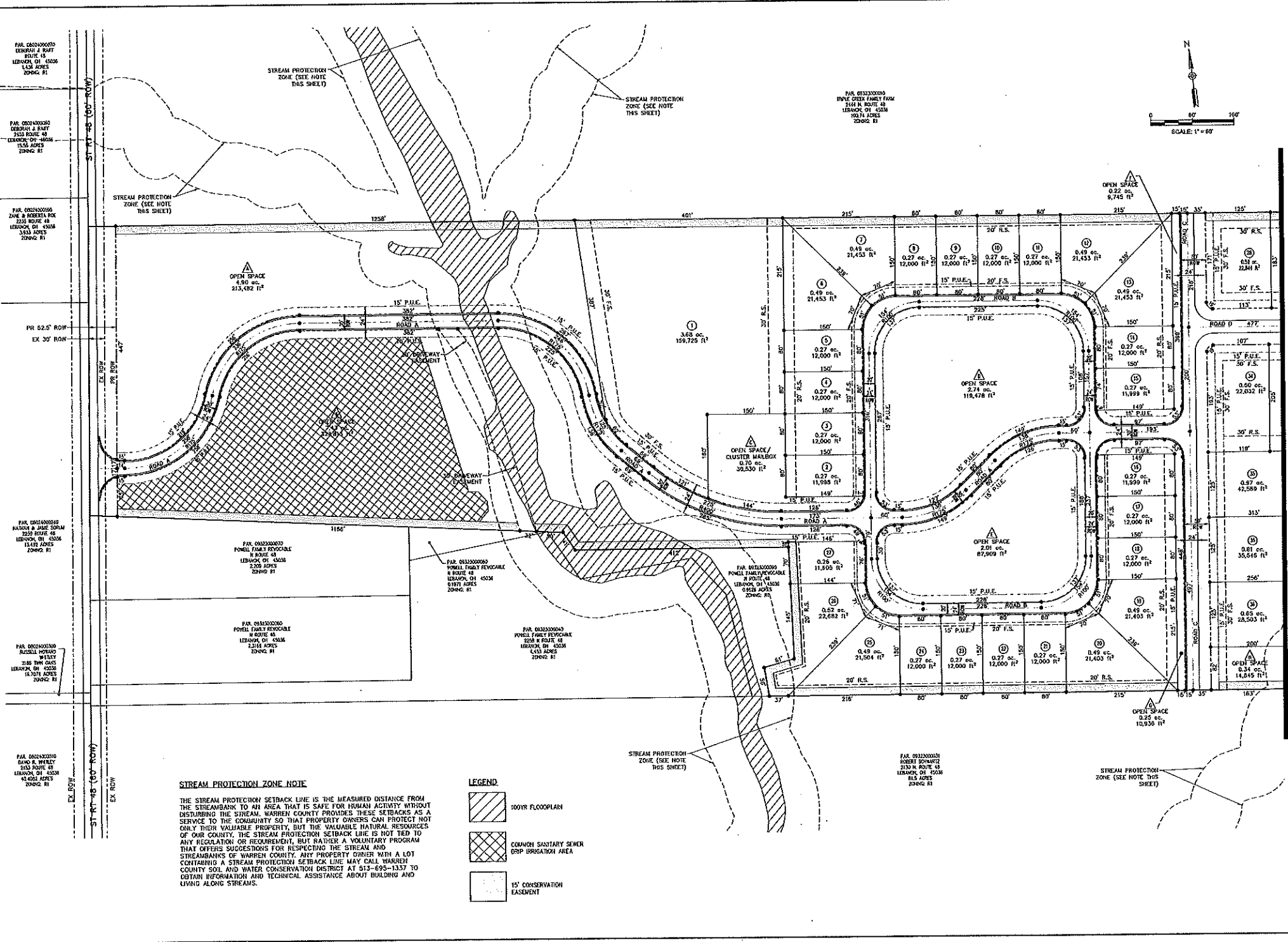
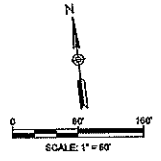


ITEM	DESCRIPTION OF REVISIONS	DATE	BY

CREEK SONG  
 PLANNED UNIT DEVELOPMENT  
 PHASE 1  
 TURTLE CREEK TOWNSHIP  
 WARREN COUNTY, OH

**FOCUS**

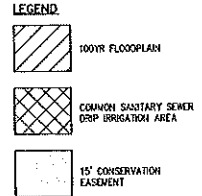
DRAWN BY: JWR  
 APPROVED BY: JWR  
 DRAWING NAME:  
 DATE: 2-19-19  
 SHEET NO.: 3 OF 6



MATCHLINE - SEE SHEET 5

**STREAM PROTECTION ZONE NOTE**

THE STREAM PROTECTION SETBACK LINE IS THE MEASURED DISTANCE FROM THE STREAMBANK TO THE AREA THAT IS SAFE FOR HUMAN ACTIVITY WITHOUT DISTURBING THE STREAM. WARREN COUNTY PROVIDES THESE SETBACKS AS A SERVICE TO THE COMMUNITY SO THAT PROPERTY OWNERS CAN PROTECT NOT ONLY THEIR VALUABLE PROPERTY BUT THE VALUABLE NATURAL RESOURCES OF OUR COUNTY. THE STREAM PROTECTION SETBACK LINE IS NOT TIED TO ANY REGULATION OR REQUIREMENT, BUT RATHER A VOLUNTARY PROGRAM THAT OFFERS SUGGESTIONS FOR RESPECTING THE STREAM AND STREAMBANKS OF WARREN COUNTY. ANY PROPERTY OWNER WITH A LOT CONTAINING A STREAM PROTECTION SETBACK LINE MAY CALL WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT AT 513-655-1337 TO OBTAIN INFORMATION AND TECHNICAL ASSISTANCE ABOUT BUILDING AND LIVING ALONG STREAMS.



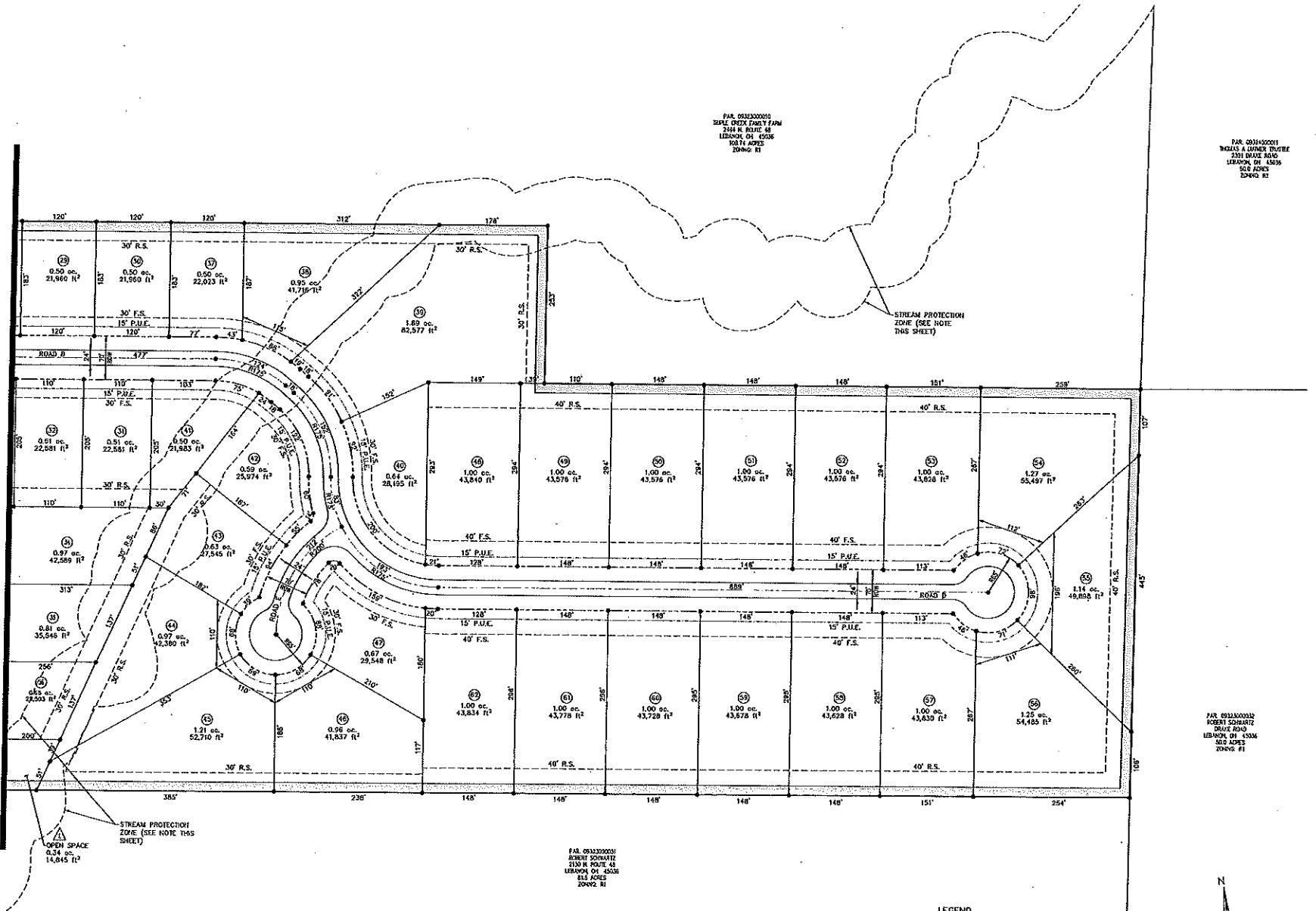
ITEM	DESCRIPTION OF EASEMENTS	DATE

**CREEK SONG**  
 PLANNED UNIT DEVELOPMENT  
 PHD STAGE 1  
 TURTLE CREEK TOWNSHIP  
 WARREN COUNTY, OH  
 SITE PLAN



DRAWN BY: JWVR  
 APPROVED BY: JWVR  
 DRAWING NAME:  
 DATE: 2-19-2019  
 SHEET NO. 4 OF 6

MATCHLINE - SEE SHEET 4

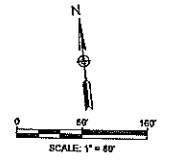


**STREAM PROTECTION ZONE NOTE**

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**LEGEND**

- 100YR FLOODPLAIN
- COMMON SANITARY SEWER DRP REGULATION AREA
- 15' CONSERVATION EASEMENT

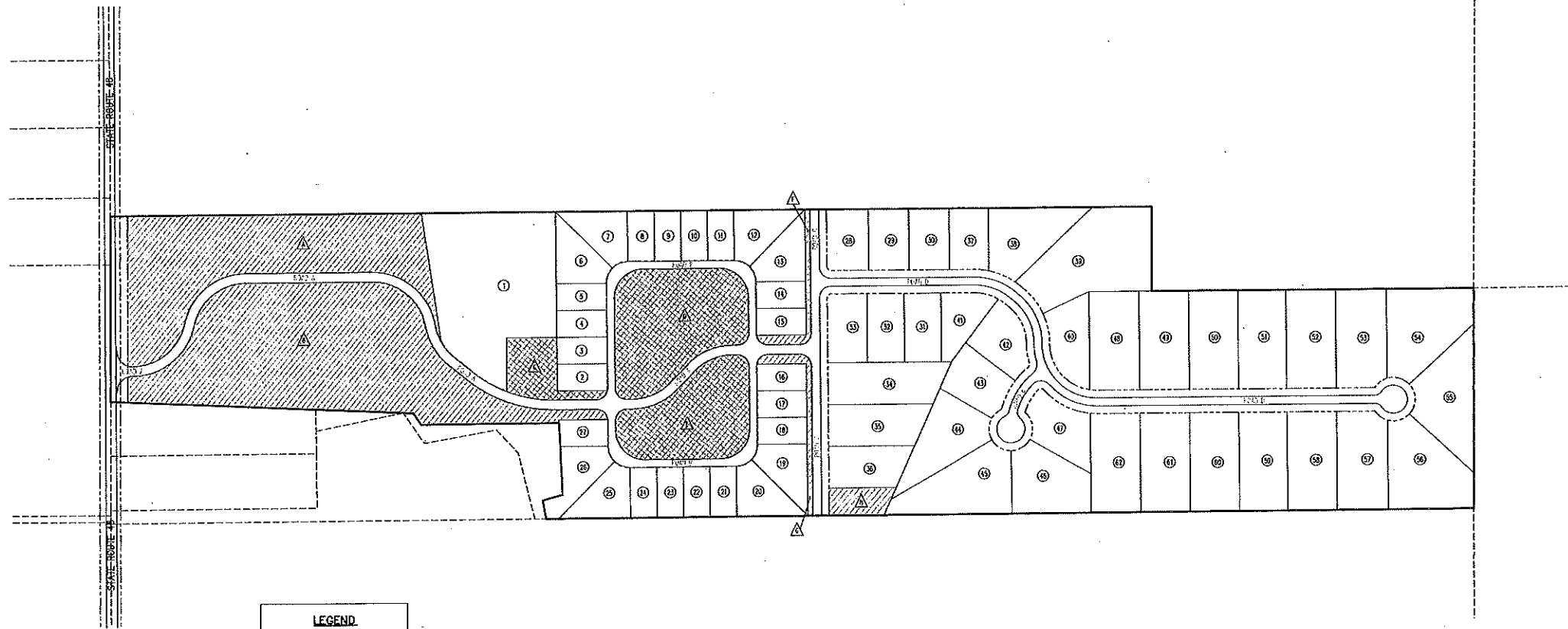


DATE	BY



**CREEK SONG**  
**PLANNED UNIT DEVELOPMENT**  
**PUD STAGE 1**  
**TURTLE CREEK TOWNSHIP**  
**WARREN COUNTY, OH**  
**SITE PLAN**



DRAWN BY:	JWVR
APPROVED BY:	JWVR
DRAWING NAME:	
DATE:	2-19-2019
SHEET NO.:	5 OF 6



**LEGEND**

	ACTIVE OPEN SPACE
	OPEN SPACE

**OPEN SPACE**

REQUIRED MINIMUM OPEN SPACE	17 ACRES
PROVIDED OPEN SPACE	18.58 ACRES

DATE	BY

CREEK SONG  
 PLANNED UNIT DEVELOPMENT  
 PUD STAGE 1  
 TURTLE CREEK TOWNSHIP  
 WARREN COUNTY, OH



DRAWN BY: JWR  
 APPROVED BY: JWR  
 DRAFTER NAME:  
 DATE: 2-21-2019  
 SHEET NO: 6 OF 6

# Resolution

Number 19-0215

Adopted Date February 12, 2019

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
FEBRUARY 14, 2019

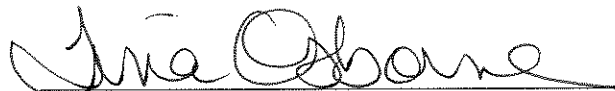
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
February 14, 2019.

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners file  
Press

# Resolution

Number 19-0216

Adopted Date February 12, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION 2, BLOCK "C" SITUATED IN DEERFIELD TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	19-004 (P/S)
Development	:	Legacy at Elliott Farm, Section 2, Block "C"
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$135,158.40
Surety Company	:	Liberty Mutual Insurance Co. (#014075780)

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES**

Security Agreement No.

~~18-021~~ (P/S)  
19-004

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
The Drees Company (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Legacy at Elliott Farm  
Subdivision, Section/Phase 2C (3) (hereinafter the "Subdivision") situated in  
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$244,643.36,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$103,968.00; and,

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

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$135,158.40 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.



2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within  3  years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of  \$48,928.67  to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

The Drees Company  
\_\_\_\_\_  
211 Grandview Drive  
\_\_\_\_\_  
Ft. Mitchell, KY 41017  
\_\_\_\_\_  
\_\_\_\_\_  
Ph. ( 859 ) 578 - 4324

D. To the Surety:

Liberty Mutual Insurance Company

8044 Montgomery Road, Suite 150E

Cincinnati, OH 45236

Ph. ( 513 ) 792 - 1862

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

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

       **Certified check or cashier's check** (attached) (**CHECK #**                     )

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

       **Original Escrow Letter** (attached)

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

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

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

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

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

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

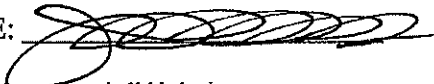
**DEVELOPER:** The Drees Company

**SURETY:** Liberty Mutual Insurance Company

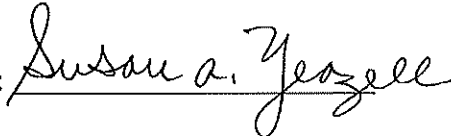
Pursuant to a resolution authorizing the undersigned to execute this agreement.

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

SIGNATURE:



SIGNATURE:



PRINTED NAME: Jeff Hebler

PRINTED NAME: Susan A. Yeazell

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact

DATE: 11/27/18

DATE: November 16, 2018

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-0214, dated 2/12/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: President

DATE: 2/12/19

RECOMMENDED BY:

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

Neil F. Turnison  
COUNTY ENGINEER

APPROVED AS TO FORM:

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

Ken H. Auld  
COUNTY PROSECUTOR

Key:

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

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that, The Drees Company, as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of One Hundred Thirty-Five Thousand One Hundred Fifty-Eight and 40/100 Dollars (\$135,158.40) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to construct and dedicate for public purpose and maintenance of Streets and Appurtenances in Legacy at Elliott Farm, Section 2, Phase C Subdivision in Deerfield Township, Warren County, OH.

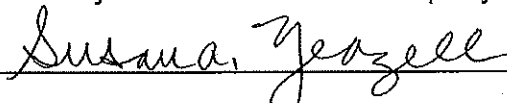
**NOW THEREFORE**, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Legacy at Elliott Farm, Section 2, Phase C Subdivision on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of One Hundred Thirty-Five Thousand One Hundred Fifty-Eight and 40/100 Dollars (\$135,158.40) and no more.

**SIGNED AND DATED THIS** 16<sup>th</sup> day of November, 2018

Principal: The Drees Company

By:   
Jeff Hebel, Assistant Secretary/  
Cincinnati Land

Surety: Liberty Mutual Insurance Company

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

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7937903

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dan E. Ries; Susan A. Yeazel

all of the city of Cincinnati, state of OH, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of November, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: *David M. Carey*  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 13th day of November, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12: Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5: Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of November, 2018.



By: *Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# Resolution

Number 19-0217

Adopted Date February 12, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION 2, BLOCK "C" SITUATED IN DEERFIELD TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	19-003 (W/S)
Development	:	Legacy at Elliott Farm, Secton 2, Block "C"
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$12,993.40
Surety Company	:	Liberty Mutual Insurance Co. (014075781)

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 12<sup>th</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: The Drees Co., Land Development Dept, 211 Grandview Drive, Ft. Mitchell KY 41017  
Liberty Mutual Insurance Co., 8044 Montgomery Rd, Suite 150E, Cincinnati, OH 45236  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

14-003 (4/5)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
The Drees Company (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Legacy at Elliott Farm  
Subdivision, Section/Block 2C (3) (hereinafter the "Subdivision") situated in  
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$129,934,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$0.00; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security  
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved  
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements  
in accordance with Warren County subdivision regulations and to require all Developers to post security in  
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the  
Improvements and their tentative acceptance by the County Commissioners to secure the performance of  
all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$0.00 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total  
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$12,993.40 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

The Drees Company

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211 Grandview Drive

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Ft. Mitchell, KY 41017

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Ph. ( 859 ) 578 - 4324

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D. To the Surety:

Liberty Mutual Insurance Company

8044 Montgomery Road, Suite 150E

Cincinnati, OH 45236

Ph. ( 513 ) 792 - 1862

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

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

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

**Original Escrow Letter** (attached)

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

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

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

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

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

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

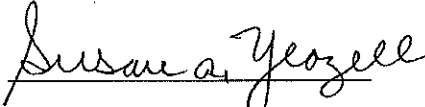
**DEVELOPER:** The Drees Company

**SURETY:** Liberty Mutual Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Jeff Hebel

PRINTED NAME: Susan A. Yeazell

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact

DATE: 11/27

DATE: November 16, 2018

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**



IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number A-0217, dated 2/12/19.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 2/12/19

RECOMMENDED BY:

By: Ray Burch  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Kathryn M. Huvath  
COUNTY PROSECUTOR

Key:

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



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED-BACKGROUND**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7937904

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint Dan E. Ries, Susan A. Yeazell

all of the city of Cincinnati, state of OH, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: *David M. Carey*  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA 68  
COUNTY OF MONTGOMERY

On this 18th day of November, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - SECTION 12 - Power of Attorney:** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5 - Surety Bonds and Undertakings:** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman of the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of November, 2018.



By: *Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, Note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No. 014075781

## **MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS,** The Drees Company  
211 Grandview Drive, Ft. Mitchell, KY 41017 as Principal, and Liberty Mutual  
Insurance Company, a corporation organized under the laws of the Massachusetts  
with principal place at 8044 Montgomery Road, Suite 150E, Cincinnati, OH 45236, as  
Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice  
Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Thirteen  
Thousand Six Hundred Fifty-Four and 00/100 Dollars, (\$13,654.00), for payment of  
which, well and truly to be made, we do hereby bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 16<sup>th</sup> day of November, 2018.

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

Water and/or Sanitary Sewer in Legacy at Elliott Farm Subdivision  
Section 2, Block C, in Deerfield Township, Warren County, Ohio

and

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

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is  
said Principal shall, for a period of One (1) year(s) from and after the 16<sup>th</sup>  
day of November, 2018, indemnify the Obligee against any loss or damage  
directly arising by reason of any defect in the material or workmanship which may be  
discovered within the period aforesaid, then this obligation shall be void; otherwise to be  
and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal,  
written statement of the particular facts showing such default and the date hereof shall  
be delivered facts showing such default and the date thereof shall be delivered to the  
Surety by certified mail, at its Home Office in 8044 Montgomery Road, Suite  
150E, Cincinnati, OH 45236 promptly and in any event within thirty (30) days after the

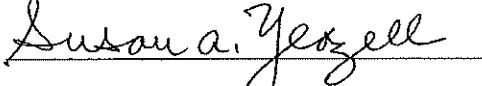
Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

The Drees Company  
Principal

By:   
Jeff Hebler

Its: Assistant Secretary/Cincinnati Land

Liberty Mutual Insurance Company  
Surety

By: 

Its: Susan A. Yeazell  
Attorney-in-Fact