

Resolution

Number 19-1355

Adopted Date October 15, 2019

HIRE KRISTI WILLIAMS, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION


BE IT RESOLVED, to hire Kristi Williams within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$14.92 per hour, under the Warren County Job and Family Services compensation plan, effective November 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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)
Kristi Williams Personnel file
OMB – Sue Spencer

Resolution

Number 19-1356

Adopted Date October 15, 2019

HIRE MICHAELA REDDICK, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

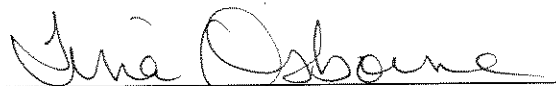
BE IT RESOLVED, to hire Michaela Reddick within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$14.92 per hour, under the Warren County Job and Family Services compensation plan, effective December 16, 2019, subject a negative drug screen 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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Human Services (file)
Michaela Reddick's Personnel file
OMB – Sue Spencer

Resolution

Number 19-1357

Adopted Date October 15, 2019

APPROVE PART-TIME WORK HOURS FOR JESSICA ANDERSON, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Anderson has submitted a request to work part-time on a temporary basis; and

WHEREAS, the Director has requested to move Ms. Anderson to part-time, 18 hours per week as the department prefers to adjust the employee's schedule for a temporary basis, no more than six months, versus posting for a vacancy; and

NOW THEREFORE BE IT RESOLVED, to approve part-time hours for Jessica Anderson, Eligibility Referral Specialist II, within Warren County Job and Family Services, Human Services Division, on a temporary basis, no more than six months, 18 hours per week, effective pay period beginning October 21, 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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
Jessica Anderson's Personnel File
OMB – Sue Spencer
OMB – Tammy Whitaker

Resolution

Number 19-1358

Adopted Date October 15, 2019

RESOLUTION DECLARING THE NECESSITY TO TRANSFER EXCESS FUNDS WITHIN THE WARREN COUNTY BOND RETIREMENT FUND 3327 TO THE PORT AUTHORITY FUND 7724

WHEREAS, Warren County has established the Warren County Bond Retirement Fund 3327 (herein Fund 3327) for various special assessment projects; and

WHEREAS, Fund 3327 is subdivided into numerous project strings for each of the various special assessment projects; and

WHEREAS, there are balances existing in the aforesaid project strings for which the debt for the special assessment project for which the project string was established is now retired; and

WHEREAS, the debt for the special assessment projects has been reissued by the Warren County Port Authority and the special assessments credited to the aforesaid project strings are now due to the Warren County Port Authority; and

WHEREAS, the aforesaid project strings, special assessment project issue name, issue dates, and existing project string balances are as follows:

	<u>Project String</u>	<u>Issue Name</u>	<u>Issue Year</u>	<u>Project String Balance</u>
1.	33273119	Striker Road Improvement	2002	\$53,526.54
2.	33273373	Hunter Dicks Creek Sewer	2003	119,261.72
3.	33273278	Mason Montgomery Water	2003	1,969.43
4.	33273277	St. Rt. 741 Water	2003	17,579.18
5.	33273315	Bardes Dr. Sewer	2007	22,682.71
6.	33273100	Bunnell Hill Improvement	2007	1,315.35
7.	33273451	Grandin McNk Improvement	2008	57,174.88
8.	33273374	Caesar Creek Sewer	2008	20,151.11

WHEREAS, the existing balances in the aforesaid project strings of Fund 3327 may not be put to any purpose so long as such monies remain to the credit of such funds; and

NOW THEREFORE BE IT RESOLVED, as follows:

SECTION ONE

The Board of Warren County Commissioners does hereby declare the necessity for the transfer of the entire existing balance of each of the project strings as follows:

	<u>Project String</u>	<u>Issue Name</u>	<u>Issue Year</u>	<u>Project String Balance</u>
1.	33273119	Striker Road Improvement	2002	\$53,526.54

2.	33273373	Hunter Dicks Creek Sewer	2003	119,261.72
3.	33273278	Mason Montgomery Water	2003	1,969.43
4.	33273277	St. Rt. 741 Water	2003	17,579.18
5.	33273315	Bardes Dr. Sewer	2007	22,682.71
6.	33273100	Bunnell Hill Improvement	2007	1,315.35
7.	33273451	Grandin McNk Improvement	2008	57,174.88
8.	33273374	Caesar Creek Sewer	2008	20,151.11

SECTION TWO


The Warren County Prosecutor is hereby requested to initiate such proceedings pursuant to Ohio Rev. Code section 5705.14(C) as may be necessary to obtain authorization and approval for the transfer of the funds detailed above.

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
Chris Watkins (certified)
Keith Anderson
Matt Nolan
Diane Gray
Brenda Quillen

Resolution

Number 19-1359

Adopted Date October 15, 2019

ENTER INTO CONTRACT WITH W.G. STANG, LLC FOR THE FY19 WAYNE MEADOWS INFRASTRUCTURE IMPROVEMENT CDBG PROJECT

WHEREAS, pursuant to Resolution #19-1320, adopted October 8, 2019, this Board approved a Notice of Intent to Award Bid for the FY19 Wayne Meadows Infrastructure Improvement CDBG Project to W.G. Stang, LLC., for a total bid price of \$177,302.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with W.G. Stang, LLC., 2403 Jacksonburg Road, Hamilton, Ohio, for a total bid price of \$177,302.00; 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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a— W.G. Stang, LLC
OGA (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 15th day of October, 201~~8~~⁹, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and W. G. Stang, LLC, doing business as a corporation, hereinafter called "Contractor".

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

"FY2019 Wayne Meadows Infrastructure Improvement CDBG Project- REBID" hereinafter called the project, for the sum of one hundred seventy seven thousand, three hundred and two Dollars (\$177,302) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
 - Affidavit of Non-Delinquency of Personal Property Taxes
 - Bid Guarantee and Contract Bond
 - Non-collusion Affidavit
- F. Contract Forms
 - Notice of Award and Acceptance
 - Notice to Proceed and Acceptance
 - Change Order
- G. Conflict of Interest
 - Special Conditions Pertaining to Hazards Safety
 - Standards and Accident Prevention
 - Special Equal Opportunity Provisions (Section 3 Compliance)
 - Certifications of Compliance with Air and Water Acts
 - Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
 - Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
- H. Federal Labor Standards
 - Prevailing Wage Rates

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project by within sixty days of date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

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

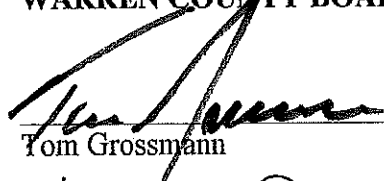
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

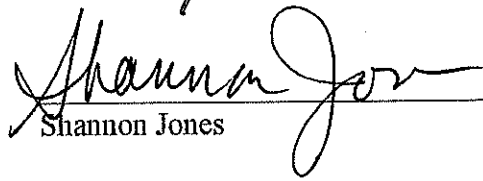
CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement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

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

(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS


Tom Grossmann


Shannon Jones

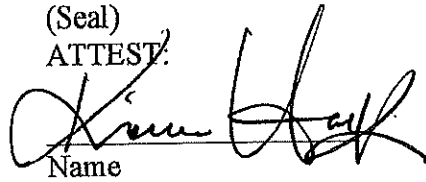
ATTEST:


Name

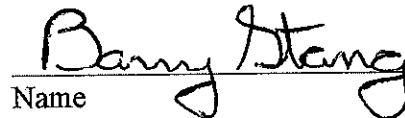
David G. Young

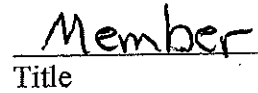
(Seal)

ATTEST:

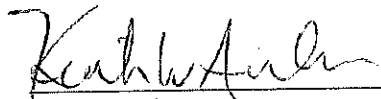

Name

CONTRACTOR


Name


Title

APPROVED AS TO FORM:


Keith Anderson
Assistant County Prosecutor

Resolution

Number 19-1360

Adopted Date October 15, 2019

APPROVE CHANGE ORDER #1 WITH DDK CONSTRUCTION, INC FOR THE SOCIALVILLE FOSTERS ROAD BRIDGE #32-5.14 REHABILITATION AND RETAINING WALL REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #19-0868 adopted July 9, 2019 this Board entered into contract for the Socialville Fosters Road Bridge #32-5.14 Rehabilitation and Retaining Wall Replacement Project; and

WHEREAS, additional work must be performed in the completion of said project; and

WHEREAS, pursuant to Section 5555.69 of the Ohio Revised Code, this Board of County Commissioners accepts the price to be paid for the new class of work; and

WHEREAS, Section 153.62 of the Ohio Revised Code allows the issuance of a change order for additional work; and

NOW THEREFORE BE IT RESOLVED, to approve change order #1 with DDK Construction, Inc. in the amount of \$40,000.00 resulting in an increase to purchase order #19000714, which is for a portion of the work, and a new contract price of \$228,635.00 for said purchase order, for a total contract price of \$723,515.60. The change order 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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
c/a: DDK Construction
OMB Bid File
Engineer (file)



Warren County Engineer's Office

210 W Main Street
Lebanon, Ohio 45036
Phone: (513) 695-3301
Fax: (513) 695-7714

CHANGE ORDER

INVOICE NO: _____
DATE: September 30, 2019

Change Order Number 1

Project Name: Socialville-Fosters Rd Bridge #32-5.14 Rehabilitation and Retaining Wall Replacement Project

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	ADDITIONS	DELETIONS
606	1,840	FT	Guardrail, Type 5	\$25.00	\$46,000.00	
606	200	FT	Guardrail, Type 5	\$30.00		\$6,000.00
Sums of the ADDITIONS and DELETIONS					\$46,000.00	\$6,000.00

TOTAL FOR THIS CHANGE ORDER

\$40,000.00

Original contract price \$683,515.60
 Current contract price adjusted by previous change orders \$ 683,515.60
 The Contract price due to this change order will be increased / decreased (circle one).
 The New contract price including this change order will be \$ 723,515.60
 The contract time will be increased by 3 calendar days.
 The date for completion of work will be November 1, 2019

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED

Tom Scheidt 9-30-19
 Contractor's Signature Date

Project Manager
 Title

Recommended By:
Neil F. Turish 9-30-2019
 Warren County Engineer Date

Shannon Jones 10/15/19
 Warren County Commissioner Date

Roy C. Hens 9/30/19
 Warren County Bridge Engineer Date

 Warren County Commissioner Date

Tom 10/15/19
 Warren County Commissioner Date

Resolution

Number 19-1361

Adopted Date October 15, 2019

ACKNOWLEDGE EXECUTION BY THE COUNTY ADMINISTRATOR OF CHANGE ORDER NO 2 TO THE GUARANTEED MAXIMUM PRICE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, pursuant to Resolution #18-0856, this Board of County Commissioners (the "Board") entered into an agreement with Granger Construction Co., Inc. (the "CMR") for preconstruction services for the Project, with the understanding that a guaranteed maximum price ("GMP") for construction of the Project was anticipated to be added to the agreement by amendment; and

WHEREAS, pursuant to Resolution #19-1094, adopted August 20, 2019, this Board authorized the County Administrator to execute the documents relative to the final Guaranteed Maximum Price; and

WHEREAS, Granger Construction Company has requested the execution of a change order to shift, within the GMP, staff hours between Granger Construction Company and Megan Construction Company; and

WHEREAS, said staff hour shifting results in a zero dollar change order to GMP; and

NOW THEREFORE BE IT RESOLVED, to acknowledge the execution of a zero dollar Change Order No 2 to the Granger Construction Company CMR agreement relative to the Guaranteed Maximum Price; said amendment 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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: C/A— Granger Construction Co., Inc
Project file
Facilities Management (file)

Sheriff (file)
Martin Russell/Tiffany Zindel



CHANGE ORDER REQUEST

Page 1 of 1

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

COR #: 2
DATE:

OWNER: Warren County
406 Justice Drive
Lebanon, OH 45036

CONTRACT: 1822- 00 Warren County Jail

Owner Change to shift hours from Super to PM Staff

Below is the detail for our proposal to complete the following changes in contract work:

PROPOSED SCOPE OF WORK:

Owner Change to shift hours from Super to PM Staff

The prices below are valid until

PCO TYPE	TYPE DESCRIPTION	PCO	PCO DESCRIPTION	AMOUNT
COR	Change Order Request	10	Owner Change to shift hours from Super to PM Staff	\$ 0.00

TOTAL: \$ 0.00

APPROVED BY: Warren County

SIGNED: 

DATE: 10-10-19

SUBMITTED BY: Granger Construction Company

SIGNED: 

DATE: 10/10/2019

Resolution

Number 19-1362

Adopted Date October 15, 2019

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, BOARD OF ELECTIONS, ENGINEER'S OFFICE, HEALTH DEPARTMENT, AND SHERIFF'S OFFICE AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Board of Elections, Engineer's Office, Health Department, and Sheriff's Office 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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sr

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

Warren County Facilities Management

GovDeals #: BDD19012

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

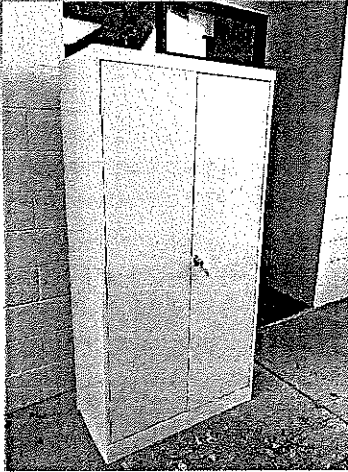
Board of DD

Date:

Oct 7, 2019

012

2 Door Cabinets



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	N/A	N/A	Yes	Metal 2 Door Cabinet
1	N/A	N/A	Yes	Metal 2 Door Cabinet- Adjustable Shelves
1	N/A	N/A	Yes	Wooden Cabinet

Additional Comments

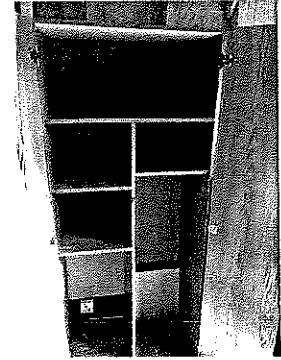
Metal 2- Door Cabinets (2)
Wooden 2-Door Cabinet (1)



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 410 South East Street, 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 # **BDD19012**

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD Date: Oct 7, 2019 012

2 Door Cabinets



Select Item Type:

Qty	Brand	Model	Working Condition Y/N	Description
1	N/A	N/A	Yes	Metal 2 Door Cabinet
1	N/A	N/A	Yes	Metal 2 Door Cabinet- Adjustable Shelves
1	N/A	N/A	Yes	Wooden Cabinet

Additional Comments

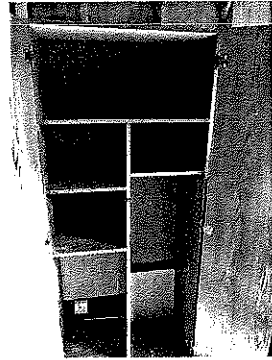
Metal 2- Door Cabinets (2)
Wooden 2-Door Cabinet (1)



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason Title: Operations Director Phone Number 513-518-1848

Location of Item: 410 South East Street, Lebanon, OH 45036

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

GovDeals # **BDD19013**

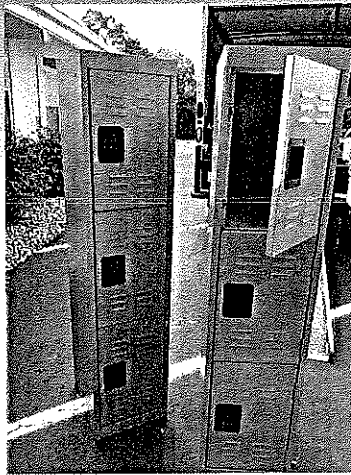
430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD Date: Oct 7, 2019 013

Two 3-Door Lockers



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	N/A	N/A	Yes	3 door locker
1	N/A	N/A	Yes	3 door locker

Additional Comments

Two 3 Door Lockers



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 410 South East Street, 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 #

BDD19013

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD

Date:

Oct 7, 2019

013

Fabric Office Chairs



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	N/A	N/A	Yes	2 blue fabric office chairs with wheels
1	N/A	N/A	Yes	Red fabric office chair
1	N/A	N/A	Yes	Black fabric office chair with wheels

Additional Comments

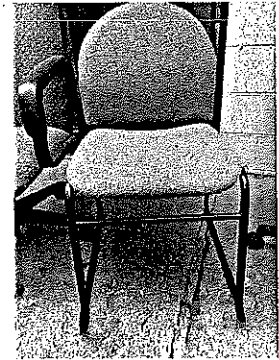
Lot of 4 fabric Office Chairs.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 410 South East St, 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 #

BDD19014

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of DD

Date:

Oct 7, 2019

014

Fabric Office Chairs



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	N/A	N/A	Yes	2 blue fabric office chairs with wheels
1	N/A	N/A	Yes	Red fabric office chair
1	N/A	N/A	Yes	Black fabric office chair with wheels

Additional Comments

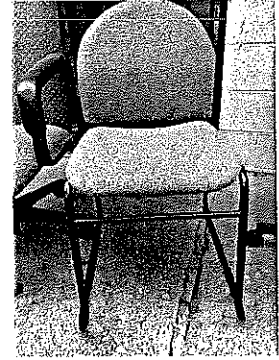
Lot of 4 fabric Office Chairs.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: 410 South East St, Lebanon, Ohio 45036

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # BOE19015

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of Elections

Date:

Jul 15, 2019

015

Lot of Hard Plastic Cases with Lock



Select Item Type

Single Item

Category

Containers

Brand

n/a

Model #

n/a

Serial #

n/a

Date Removed From Service

7/15/19

Did Item Work When Removed?

Yes

No

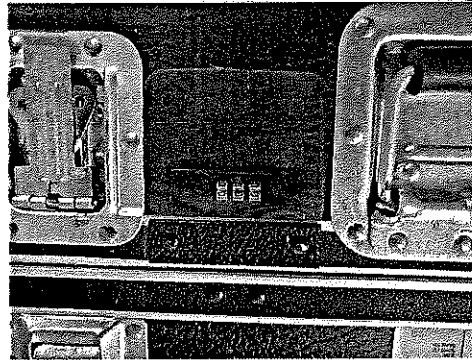
Unknown

Additional Comments

Lot of 36 hard shell cases with an interior egg foam material. Cases all lock with a 3 combination number. All cases in great shape. Cases were used for election equipment. Size: 22x16x12.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: Board of Elections- 520 Justice Drive 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 # BOE19016

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of Elections

Date:

Jul 15, 2019

016

Lot of Hard Plastic Cases with Lock



Select Item Type

Single Item

Category

Containers

Brand

n/a

Model #

n/a

Serial #

n/a

Date Removed From Service

7/15/19

Did Item Work When Removed?

Yes

No

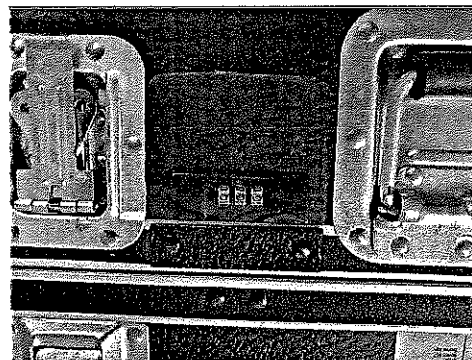
Unknown

Additional Comments

Lot of 36 hard shell cases with an interior egg foam material. Cases all lock with a 3 combination number. All cases in great shape. Cases were used for election equipment. Size: 22x16x12.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: Board of Elections- 520 Justice Drive Lebanon Ohio 45036

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # BOE19017

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Board of Elections

Date:

Jul 15, 2019

017

Lot of Hard Plastic Cases with Lock



Select Item Type

Single Item

Category

Containers

Brand

n/a

Model #

n/a

Serial #

n/a

Date Removed From Service

7/15/19

Did Item Work When Removed?

Yes

No

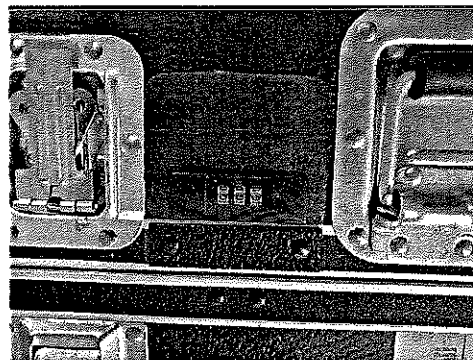
Unknown

Additional Comments

Lot of 36 hard shell cases with an interior egg foam material. Cases all lock with a 3 combination number. All cases in great shape. Cases were used for election equipment. Size: 22x16x12.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: Board of Elections- 520 Justice Drive Lebanon Ohio 45036

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

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # 80E19018

Michael D. Shadloan
Director

GovDeals Item Inspection Form

Board of Elections

Date: Jul 15, 2019

018

Lot of Hard Plastic Cases with Lock



Select Item Type

Single Item

Category

Containers

Brand

n/a

Model #

n/a

Serial #

n/a

Date Removed From Service 7/15/19

Did Item Work When Removed?

Yes

No

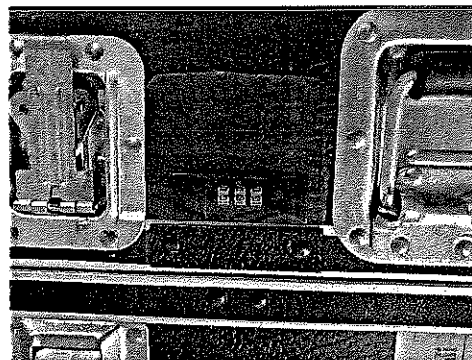
Unknown

Additional Comments

Lot of 36 hard shell cases with an interior egg foam material. Cases all lock with a 3 combination number. All cases in great shape. Cases were used for election equipment. Size: 22x16x12.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Evan Stone

Title: Warehouse Manager

Phone Number 513-695-2085

Location of Item: Board of Elections- 520 Justice Drive 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 # ENG19007

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Engineer

Date:

Sep 26, 2019

007

Swenson V-Box



Select Item Type

Single Item

Category Highway Equipment

Brand Swenson

Model #

EV

Serial #

80309

Date Removed From Service

10/3/19

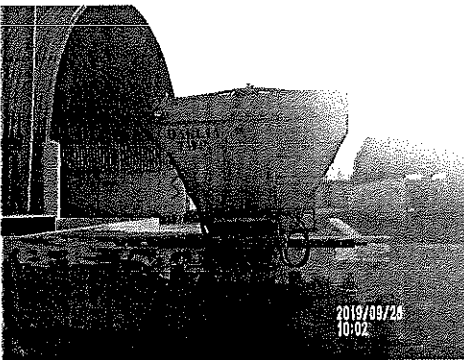
Did Item Work When Removed?

Yes

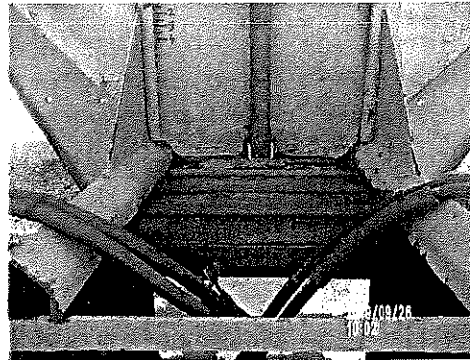
No

Unknown

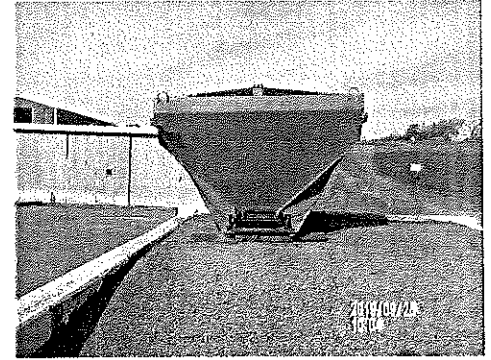
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: DaWayne Hundley

Title: Garage Foreman

Phone Number 513-695-3333

Location of Item: Warren County Highway Garage 105 Markey Road 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 # ENG19008

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Engineer

Date:

Oct 3, 2019

008

1999 Mack Truck



Select Item Type

Vehicle

Vin #

1M2P334C3XM001301

Title restriction?

Yes No

Odometer Reading

69,928

Yes

Accurate?

No Unknown

Year

1999

Make

Model

Model RD694P

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

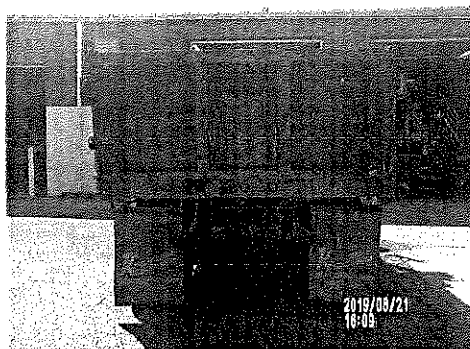
Interior Condition?

Good Fair Poor

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: DaWayne Hundley

Title: Garage Foreman

Phone Number 513-695-3333

Location of Item: Warren County Highway Garage 105 Markey Road 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 # HTH19002

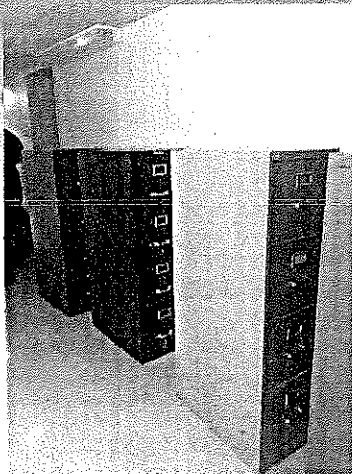
430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Health Dept. Date: Oct 7, 2019 002

Lot of 6 Filing Cabinets



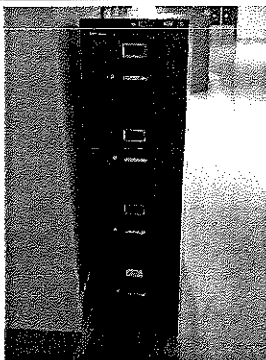
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5				Four drawer filing cabinets (1 tan, 2 dark grey, 2 light grey)
1				Two drawer filing cabinet (red)

Additional Comments

as pictured - red has rust on top surface



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative assistant

Phone Number 513-695-1273

Location of Item: 416 S. East Street, Lebanon, Ohio 45036 (Basement Hall)

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 # HTH19003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

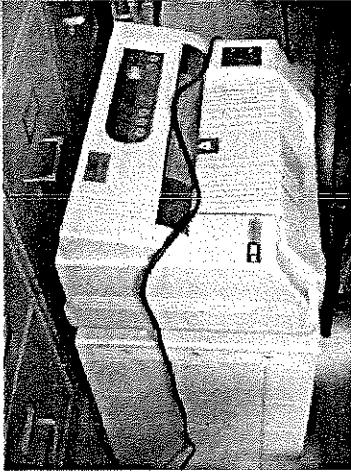
Health Dept.

Date:

Oct 7, 2019

003

Paper Shredder



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

unknown working order

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

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

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 # **HTH19005**

430 South East Street
513-695-1463

Michael D. Shadoan
Director

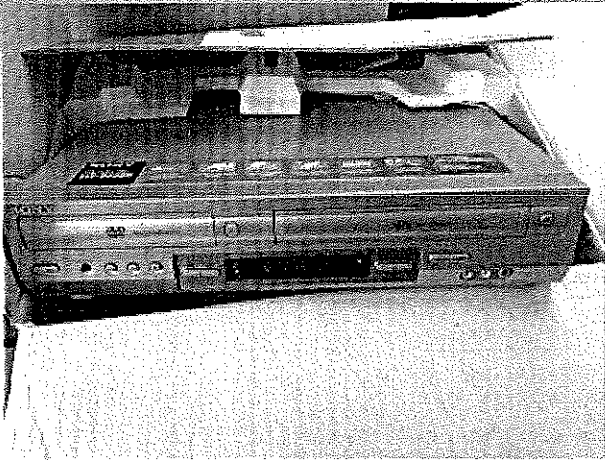
GovDeals Item Inspection Form

Health Dept.

Date: Oct 7, 2019

005

DVD/VCR Combo



Select Item Type: Single Item

Category: Audio/Visual Equipment Brand: SONY

Model #: SLVD300P Serial #: []

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

Additional Comments

This item does not include a remote control



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item: 416 S. East Street, Lebanon, Ohio 45036 (Room 107)

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 # SHF19111

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Sheriff

Date:

Oct 8, 2019

111

2007 FORD E-350



Select Item Type

Vehicle

Vin #

1FBSS31L77DB07891

Title restriction?

Yes No

Odometer Reading

109137

Yes

Accurate?

No Unknown

Year

2007

Make

FORD

Model

E-350 VAN

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

BLACK

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

2007 FORD E-350 VAN. 5.4L V8 GASOLINE ENGINE. AUTOMATIC TRANSMISSION. 2 WHEEL DRIVE. STOCK RADIO AM/FM CD. AC, TILT STEERING, POWER WINDOWS, POWER LOCKS, POWER STEERING. VEHICLE BEING REMOVED DUE TO HIGH MILEAGE AND RUST. THERE IS A SMALL RUST HOLE UNDER THE DRIVER FLOOR MAT. ALSO HAS BOLT HOLES IN REAR CARGO AREA FROM EMERGENCY EQUIPMENT.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Nicki Bishop

Title: WCSO - Fiscal

Phone Number x1285

Location of Item: 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.

Resolution

Number 19-1363

Adopted Date October 15, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT WITH BUSINESS INFORMATION SYSTEMS, INC (BIS) ON BEHALF OF THE WARREN COUNTY JUVENILE COURT.

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement with Business Information Systems, Inc. (BIS), for courtroom video equipment on behalf of the Warren County Juvenile Court.

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Business Information Systems, Inc. (BIS)
Juvenile (file)



Full Support Agreement

Between:

BIS Digital, Inc.
1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334-6142
Phone: (800) 834-7674
Fax: (877) 858-5611
Email: support@bisdigital.com

And:

Warren County Probate/Juvenile Court
900 Memorial Drive
Lebanon, OH 45036
Phone: (513) 695-1180
Contract #: 20-09-A-57099-M-50011427

BIS Digital, Inc. or its appointed service representative agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

1. TERMS AND CONDITIONS

- A. The term of this agreement is for a period of twelve (12) months from the effective date. Upon expiration of the term, this agreement shall automatically renew for successive periods of twelve (12) months unless one party provides written notice to the other party of its intent to terminate this agreement in which case it shall terminate sixty (60) days from the date of the notice. In the event of early termination of service agreement, BIS Digital, Inc. will refund monies based upon contract amount prepaid by customer less actual cost of service provided during abbreviated term, or pro-rated amount based upon time remaining in contract term rounded to end of month of termination, whichever is less.
- B. The agreement entitles the user to 24 hours per day, 7 days per week telephone support and on-site support Monday- Friday (8am – 5pm ET) on covered items.
- C. User training: This agreement covers all users training at the user's site during the term of agreement at mutually agreed upon times.
- D. This support agreement is for the user's integrated system. Any changes or enhancements will be billed for additionally.
- E. Charges for maintenance and support for reasons outside of BIS Digital control, arising from neglect, negligence, misuse, acts of god or modifications to, or failures of systems software and/or hardware not covered under this contract shall be billed at BIS Digital published rates. Please note that BIS Digital has an archived copy of your initial configuration so at no time will you ever be billed for software configuration.
- F. BIS Digital agrees to provide customer with no less than ninety (90) days notice in the event of any price increases.

Initials:


BIS Digital


Customer



2. COVERAGES

- A. DCR Software (all BIS Digital supplied licenses) will receive annual upgrades as they become available. BIS Digital will provide on-line user training as well as on-line diagnosis and repair (web connection required).
- B. Hardware (all BIS supplied Tower PC's, Servers and Video and Telco Interface Boards). BIS will provide replacement or repair. BIS Digital will repair or replace system critical parts at customer site. Customer will be responsible for shipping defective part to BIS Digital. CPU and Motherboards on computers over forty-eight (48) months old may no longer be available causing the computer to be obsolete. In this event, BIS Digital will provide a \$300 computer replacement credit.
- C. Hardware Accessories (Digital Mixers, PA components, Microphones, Hearing Impaired Devices, USB Foot Controls). BIS Digital will provide replacement or repair. Customer will be responsible for shipping defective unit to BIS Digital. BIS Digital will replace or repair and ship back to customer.
- D. Excluded Hardware (desktop and laptop computers, tablets, display monitors, projectors and headsets.) BIS Digital will handle repairs via manufacturer warranties, e.g., Dell, NEC, Toshiba, but will offer no extended warranties directly.
- E. On-site BIS Digital Technical Support. BIS Digital will provide on-site technicians for emergency service during normal working hours at no charge. Emergency is defined to be a complete system down.

3. CUSTOMER RESPONSIBILITY

- A. A proper backup of all data on a regular interval.
- B. A user-appointed systems administrator to act as a liaison with the support department.

4. CONFIDENTIALITY

- A. BIS Digital, Inc. agrees that all data that may be entered into the system is strictly confidential and shall remain the property of the user. BIS Digital shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.



5. PAYMENT

- A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
- B. At BIS Digital's option, support coverage may be halted for non-payment of any invoice greater than sixty (60) days beyond the due date.

6. LIABILITY

- A. In no event shall BIS Digital, Inc. be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the user, including loss of data or earnings due to equipment down time.
- B. BIS Digital's sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
- C. The laws of the State of Ohio shall govern this agreement and any litigation shall occur in Warren County, Ohio.

Initials:

 
BIS Digital Customer



This contract covers the following equipment

Purchased on Invoice#57099 / PO#73996 & 73997

Change Order on Invoice#57343

Installed on 9/25/2008:

- * DCR 4ch Digital Recording Software for laptops w/ Software Assurance (3)
- * BIS Digital USB Audio Mixer {s/n: 0703C4395; 0703C4437 & 1207C1071}
- * Pro44 Unidirectional Condenser Boundary Microphone (2)
- * Pro49QL Microneck Gooseneck Microphone (2)
- * 8615rs Quickmount Microphone Stand W/Mute Switch (1)
- * 8615 Quickmount Microphone Stand (1)
- * Video Capture Card USB (3)
- * One-Sided External Clock Verification Device (2)
- * USB Footpedal (1)
- * Color Hi-Res Digital Quad Splitter (3)

Purchased on inv#67758

- * Two-Sided USB External Digital Verification Device {s/n:A1347-21250} (1)

Purchased on Invoice# 68945 PO# 14032

- * DCR 2ch Digital Recording Software for Laptop w/ Software Assurance (1)
- * USB Conference Microphone Kit (1)

Purchased on Invoice #72510-1 & 72937

Installed on 7/19/17

court # 1

Probate Court-video arraignment court # 1

- HDMI IP Video Encoder (1) SN{245305}
- HDMI Distribution Amplifier (1in/2out) (1) SN{0070299917011800155}
- 2nd Video Channel for DCR Products (1)
- HDMI over CAT6 Extender (Series 2) (1) SN{0070295916082300231}
- HDMI Cable Series 2 (3ft.) (3)
- HDMI Cable Series 2 (10ft.) (1)
- CAT6 Cable (Plenum) - 1,000ft Roll (0.5)
- Microphone Wire 22AWG (Plenum) - 1,000ft Roll (1)
- Video Conference Collaborate Pro 600 (1)

Purchased on Invoice 74019

Installed on 4/17/18

- Video Conference 600 (2)
- 2nd Video Channel for DCR Products (2)
- HDMI Distribution Amplifier (1in/2out) Series 2 (2) SN{0070299917120600127 & 128}
- HDMI IP Video Encoder (2) SN{246972 & 247024}

Initials:

 
BIS Digital Customer



- HDMI Cable Series 2 (10ft.) (2)
- HDMI Cable Series 2 (3ft.) (6)
- HDMI over CAT6 Extender (Series 2) (2) SN{0070295917110800459 & 460}
- CAT6 Cable (Plenum) - 1,000ft Roll (0.5)
- Microphone Wire 22AWG (Plenum) - 1,000ft Roll (0.5)

The terms and conditions stated herein form the complete agreement between the parties. Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Effective Date: 9/26/2019
 Contract #: 20-09-A-57099-M-50011427
 Annual Contract Amount: \$9,868.22

Accepted By:

BIS Digital, Inc.

Board of County Commissioners

By Steve Coldren

By Shannon Jorke

President

President

Title

Title

September 25, 2019

10/15/19

Date

Date

APPROVED AS TO FORM

Keith W. Anderson
 Asst. Prosecuting Attorney

Initials:

BIS Digital Customer

Resolution

Number 19-1364

Adopted Date October 15, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/10/19, 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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-1365

Adopted Date October 15, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH UNION VILLAGE DEVELOPMENT COMPANY, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN UNION VILLAGE, PHASE 1A SITUATED IN TURTLECREEK 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	:	19-017 (P/S)
Development	:	Union Village, Phase 1A
Developer	:	Union Village Development Company
Township	:	Turtlecreek
Amount	:	\$471,790.92
Surety Company	:	Berkley Insurance Company (#0226190)

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 15th day of October 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
(including sidewalks)-MO

Security Agreement No.

19-017(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Union
Village Development Company (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Union
Village Subdivision, Section/Phase 1A (3) (hereinafter the "Subdivision") situated in
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$ 890,047.74,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$ 362,916.10; 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 \$ 471,790.92 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 \$ 178,009.55 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:

Union Village Development Co.
580 N. ST Rt 741
Lebanon, OH 45036
Ph. (937) 545 - 0287

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (515) 473 - 3402

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: Union Village Development Company **SURETY:** Berkley 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: Thomas A Compton

SIGNATURE: Susan A. Yeazell

PRINTED NAME: THOMAS A COMPTON

PRINTED NAME: Susan A. Yeazell

TITLE: PRESIDENT

TITLE: Attorney-in-Fact

DATE: UVDC
9/19/19

DATE: September 13, 2019

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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 19-1345, dated 10/15/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: _____

PRINTED NAME: Shannen Jones

TITLE: President

DATE: 10/15/19

RECOMMENDED BY:

By: Neil F. Tunison / K W
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Keith W. Fisher
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

KNOW ALL MEN BY THESE PRESENTS that, Union Village Development Company., 580 N. St. Rt. 741, Lebanon, OH 45036, as Principal, and Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Four Hundred Seventy-One Thousand Seven Hundred Ninety and 92/100 Dollars (\$471,790.92) 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 Union Village Phase 1A Subdivision in Turtlecreek Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Union Village Phase 1A 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 Four Hundred Seventy-One Thousand Seven Hundred Ninety and 92/100 Dollars (\$471,790.92) and no more.

SIGNED AND DATED THIS 13th day of September, 2019

Principal: Union Village Development Company

By: Thomas A Compton
PRESIDENT

Surety: Berkley Insurance Company

By: Susan A. Yeazell
Susan A. Yeazell, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of August, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of August, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of September, 2019.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Resolution

Number 19-1366

Adopted Date October 15, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH THE UNION VILLAGE DEVELOPMENT COMPANY, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN UNION VILLAGE, PHASE 1A SITUATED IN TURTLECREEK TOWNSHIP

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

AGREEMENT

Bond Number	:	19-013 (W/S)
Development	:	Union Village, Phase 1A
Developer	:	Union Village Development Company
Township	:	Turtlecreek
Amount	:	\$25,874.10
Surety Company	:	Berkley Insurance Company (0226191)

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: Union Village Development Co., 580 N. SR 741, Lebanon, OH 45036
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

19-013 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Union Village Development Co. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Union Village Subdivision, Section/Phase 1A (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$258,741, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; 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 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 _____ 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 \$ 25,874.10 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:

Union Village Development Co.
580 N. SR 741
Lebanon, OH 45036
Ph. (937) 545 - 0287

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (515) 473 - 3402

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: Union Village Development Company **SURETY:** Berkley 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: Thomas A. Compton

SIGNATURE: Susana Yeazell

PRINTED NAME: Thomas A. Compton

PRINTED NAME: Susan A. Yeazell

TITLE: PRESIDENT UVD C

TITLE: Attorney-in-Fact

DATE: 9/19/19

DATE: September 13, 2019

[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 19-1366, dated 10/15/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 10/15/19

RECOMMENDED BY:

By: 

SANITARY ENGINEER

APPROVED AS TO FORM:

By: 

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

Bond No. 0226191

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Union Village Development Company
580 N. St. Rt. 741, Lebanon, OH 45036 as Principal, and Berkley Insurance Company
a corporation organized under the laws of the Delaware with principal place at
475 Steamboat Road, Greenwich, CT 06830, 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 Twenty-Five Thousand Eight Hundred Seventy-Four
and 10/100 Dollars, (\$25,874.10), 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 13th day of September, 2019.

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 Union Village Phase 1A Subdivision
in Turtlecreek 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 13th
day of September, 2019, 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 875 Steamboat Road, Greenwich, CT
06830 promptly an 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.

Union Village Development Company
Principal

By: Thomas A. Compton

Its: PRESIDENT

Berkley Insurance Company
Surety

By: Susan A. Yeazell

Its: Susan A. Yeazell
Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of August, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of August, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of September 2019.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Resolution

Number 19-1367

Adopted Date October 15, 2019

APPROVE RECORD PLAT

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

- Union Village Phase 1A – Turtlecreek Twp.

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 19-1368

Adopted Date October 15, 2019

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #1101-1112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the fourth quarter of their 2019 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

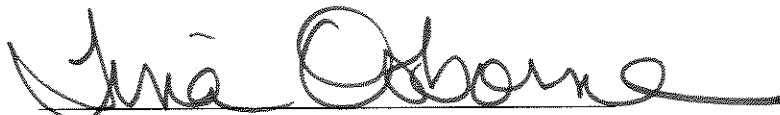
\$234,500.00 from #11011112-5744 (County Commissioners, Grants-Mary Haven)
into #2270-49001 (Mary Haven - County Grant Transfers)

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1369

Adopted Date October 15, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO COUNTY COURT FUND 2274

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 13,000.00 into 22741410-5317 (Non Cap 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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)

Resolution

Number 19-1370

Adopted Date October 15, 2019

APPROVE APPROPRIATION DECREASES AND SUPPLEMENTAL APPROPRIATIONS IN THE BOND RETIREMENT SPECIAL ASSESSMENT FUND 3327 TO CLOSE OUT DEBT ACCOUNTS DUE TO THE REFINANCE OF THE 2002, 2003, 2007 AND 2008 DEBT ISSUES BY THE WARREN COUNTY PORT AUTHORITY

NOW THEREFORE BE IT RESOLVED, to approve the following budget amendments:


9,394.50	from	#33273119-5511	(Interest-'02 Striker Rd)
100,000.00	from	#33273119-5512	(Prinicpal-'02 Striker Rd)
17,513.58	from	#33273903-5511	(Interest-'03 Issue)
160,000.00	from	#33273903-5512	(Principal '03 Issue)
8,099.42	from	#33273906-5511	(Interest '07 Issue)
30,000.00	from	#33273906-5512	(Principal '07 Issue)
34,528.42	from	#33273907-5511	(Interest '08 Issue)
135,000.00	from	#33273907-5512	(Principal '08 Issue)
53,526.54	into	#33273119-5988	('02 Striker – Res Equity Fund Transfer)
138,810.33	into	#33273903-5988	('03 Issue – Res Equity Fund Transfer)
23,998.06	into	#33273906-5988	('07 Issue – Res Equity Fund Transfer)
77,325.99	into	#33273907-5988	('08 Issue - Res Equity Fund Transfer)

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
Appropriation Decrease file
Supplemental Appropriation file

Resolution

Number 19-1371

Adopted Date October 15, 2019

APPROVE SUPPLEMENTAL APPROPRIATION IN COUNTY TRANSIT FUND #2299

WHEREAS, the County sufficient funds were not appropriated for the purchase of three transit vehicles as part of the 2019 Ohio Transportation Preservation Partnership Program, and

WHEREAS, Transit Fund #2299 has sufficient anticipated revenue for 2019 to pay for said expenses; and

NOW THEREFORE BE IT RESOLVED, in order to encumber funds for the purchase of three transit vehicles, it is necessary to approve the following supplemental appropriation:

\$107,000.00 into #22997000-5310 (Vehicles Capital Outlay)

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Supplemental Appropriation file
Transit (file)

Resolution

Number 19-1372

Adopted Date October 15, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Fund #11012600 in order to process a vacation leave payout for Brooke Doyle former employee of the Juvenile Detention Center:

\$370.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(JDC - 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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

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

Resolution

Number 19-1373

Adopted Date October 15, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ECONOMIC DEVELOPMENT
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustments:


\$640.00	from #10111116 5910	(Other Expense)
	into #11011116 5811	(P.E.R.S.)
\$20.00	from #10111116 5910	(Other Expense)
	into #11011116 5820	(Health/Life Insurance)
\$50.00	from #10111116 5910	(Other Expense)
	into #11011116 5871	(Medicare)

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

RB/

cc: Auditor
Appropriation Adjustment file
Economic Development (file)

Resolution

Number 19-1374

Adopted Date October 15, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM PROBATE COURT FUND
#11011250 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 7,000.00 from 11011250-5400 (Purchased Services)
\$ 3,000.00 from 11011250-5830 (Worker's Comp)
\$10,000.00 into 10111240-5410 (Contracts BOCC Approved)

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 19-1375

Adopted Date October 15, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
11012210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$15,000.00	from	11012200-5850	(Sheriff – Training/Education)
	into	11012210-5320	(Sheriff – Capital Purchase)

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-1376

Adopted Date October 15, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND 2245

BE IT RESOLVED, to approve the following appropriation adjustments:

\$303.00	from	#22452450-5210	(Material & Supplies)
	into	#22452450-5950	(Refunds)
\$900.00	from	#22452450-5850	(Training/Education)
	into	#22452450-5950	(Refunds)
\$822.39	from	#22452450-5910	(Other Expense)
	into	#22452450-5950	(Refunds)

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor ✓
Appropriation Adjustment file
Prosecutor (file)

Resolution

Number 19-1377

Adopted Date October 15, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE SEWER REVENUE FUND
5580

WHEREAS, the Water and Sewer department incurs costs for software licenses and vehicle maintenance; and;

WHEREAS, appropriation adjustments are necessary to accommodate said costs;

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

\$20,000	from	55803300 5430	(Utilities)
	into	55803300 5910	(Other Expenses)

\$5,000	from	55803300 5430	(Utilities)
	into	55803300 5462	(Vehicle Maintenance)

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 15th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)