

Resolution

Number 19-0272

Adopted Date March 05, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR CARA HARRISON WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Cara Harrison, Case Aide within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective February 26, 2019; and


NOW THEREFORE BE IT RESOLVED, to approve Cara Harrison's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.67 per hour effective pay period beginning March 2, 2019.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
C. Harrison's Personnel File
OMB – Sue Spencer

Resolution

Number 19-0273

Adopted Date March 05, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BRITTNEY YOST WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Brittney Yost, Foster Care Adoption Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective February 20, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Brittney Yost's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.67 per hour effective pay period beginning March 2, 2019.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
B. Yost's Personnel File
OMB – Sue Spencer

Resolution

Number 19-0274

Adopted Date March 05, 2019

ACCEPT THE RESIGNATION OF JASON GREEN, PART-TIME MECHANIC II, WITHIN THE WARREN COUNTY GARAGE DEPARTMENT, EFFECTIVE FEBRUARY 1, 2019

BE IT RESOLVED, to accept the resignation of Jason Green, Part-time Mechanic II, within The Warren County Garage Department, effective February 1, 2019.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Garage (File)
J. Green's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-0275

Adopted Date March 05, 2019

HIRE GARY GRISMER AS WASTEWATER TREATMENT PLANT TECHNICIAN,
WITHIN THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Gary Grismer, as Wastewater Treatment Plant Technician, within the Water and Sewer Department, unclassified, full-time, non-exempt, Pay Range 13, at a pay rate of \$16.61 per hour, effective March 11, 2019, subject to a background check, negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (file)
G. Grismer's Personnel file
OMB-Sue Spencer
T. Reier
Job Class 2136

Resolution

Number 19-0276

Adopted Date March 05, 2019

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

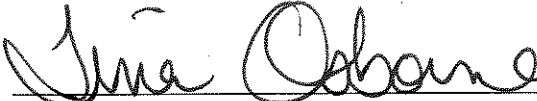
BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements on behalf of Ohio Department of Job & Family Services Children Services Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—Adoption Assistance
Children Services (file)

Resolution

Number 19-0277

Adopted Date March 05, 2019

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

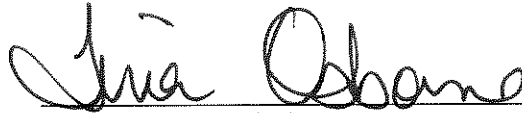
BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements on behalf of Ohio Department of Job & Family Services Children Services Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a—Adoption Assistance
Children Services (file)

Resolution

Number 19-0278

Adopted Date March 05, 2019

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


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

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—Adoption Assistance
Children Services (file)

Resolution

Number 19-0279

Adopted Date March 05, 2019

APPROVE AND AUTHORIZE THE BOARD OF COMMISSIONERS TO ENTER INTO AGREEMENTS AND ADDENDUMS WITH ADVANCED WATER SOLUTIONS ON BEHALF OF FACILITIES MANAGEMENT

WHEREAS, the Department of Facilities Management installed various water coolers in various locations throughout the Justice Drive Campus in 2016 by resolution number 16-1739, adopted November 8, 2016; and

WHEREAS, it is time to renew service and rental agreements for the water coolers; and

NOW THEREFORE BE IT RESOLVED, approve and authorize the Board of Commissioners to enter into agreements and addendums with Advanced Water Solutions for renewal and service of water coolers at various locations on the Justice Drive campus. Copies of said agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A—Advanced Water Solutions
Facilities Management (file)

Addendum to Rental / Service Agreement # 14056 dated 2-27-19,
between the parties, Warren County Board of County Commissioners [hereinafter
Customer] and Advanced Water Solutions [hereinafter Vendor]

The parties wish to amend the above referenced Agreement as set forth below:

Paragraph 2. Rent, is hereby deleted in its entirety.

Paragraph 3. Taxes and fees, is hereby deleted in its entirety.

Paragraph 4. UCC Filings, is hereby deleted in its entirety.

Paragraph 5. Liability and Insurance, is hereby deleted in its entirety.

Paragraph 6. Indemnity, is hereby deleted in its entirety.

Paragraph 9. Assignment, is hereby deleted in its entirety and hereby replaced with the following: The Customer has no right to sell, transfer, encumber, sublet or assign the equipment or this Agreement. Vendor may sell, transfer or assign this Agreement only upon written consent of the Customer.

Paragraph 10. Default, language that states, "Vendor can demand that the Customer pay the remaining balance of the Agreement" is hereby deleted. Further, language that states, "The Customer promises to pay reasonable attorneys' fees and any costs associated with any action to repossess the Equipment or to enforce or interpret any provision of this Agreement", is hereby deleted.

Paragraph 11. Business Agreement and Choice of Law, is hereby deleted in its entirety and hereby replaced with the following: Both parties agree that this Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

TERMINATION. The parties hereby agree that any language that states, "The Customer agrees this rental agreement is for the rental term indicated above and cannot be cancelled for any reason" is hereby deleted and replaced with the following: Both parties agree Termination of this Contract by either party will be permitted in the event of a material breach of this Contract by the other party when the material breach remains uncured thirty (30) days after written notice by certified mail, return receipt requested, is given to the breaching party specifying the breach. A "material breach" is defined as (a) the failure of either party to fully comply with and perform any and all terms and conditions of this Contract and its attachments; (b) the making of assignment for the benefit of creditors by either party; (c) the institution of bankruptcy, reorganization, liquidation, or receivership proceedings by or against either party; and (d) insolvency of either party or impairment of the credit of either party. Delay in curing a default

may be excused if due to causes beyond the reasonable control of the defaulting party. This Agreement may be terminated at any time with or without cause by the Customer upon thirty (30) days' written notice to the Vendor.

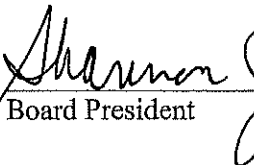
LIABILITY. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of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

ENTIRE AGREEMENT. The Rental / Service Agreement # 14056 dated 2-27-19 and this signed addendum constitutes the entire agreement between the Customer and Vendor.

For Advanced Water Solutions:

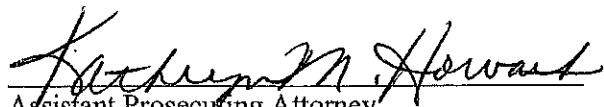
 2-27-19
Contracting Authority Date:

Warren County Board of County Commissioners:

 3.5.19
Board President Date:

Resolution #

Approved as to Form:


Assistant Prosecuting Attorney



Purchase Order

Fiscal Year 2019

Page: 1 of: 1

B I L L T O

WARREN CNTY FACILITIES MGMT
430 JUSTICE DRIVE
LEBANON, OH 45036

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order # **19000111**

V E N D O R

ITW FOOD EQUIPMENT GROUP LLC
PO BOX 2517
CAROL STREAM, IL 60132-2517
Fax: 937-223-1722

S H I P T O

WARREN CNTY FACILITIES MGMT
430 JUSTICE DRIVE
LEBANON, OH 45036

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference			
937-332-3000	937-223-1722	144				
Date Approved	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
02/06/2019	86297			FACILITIES MANAGEMENT		
Item #	Description/Part No	QTY	UOM	Unit Price	Extended Price	
1	FAC - SRV AGREEMENT ON JAUL KI The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading FAC - AGREEMENT CONTRACT. AUTOMATICALLY RENEWAL ON 3/3/19 WITH A 3% INCREASE. EXPIRES 3/3/20. RESOLUTION 17-0335. GL Account: 11011600 - 5410 Cross Reference: 1011600410	1.0	EACH	\$10,913.07	\$10,913.07	

It is hereby certified that the amount on this purchase order required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the fund free from any obligation or certification now outstanding.

By: Math Nolan
Warren County Auditor

VENDOR COPY

PO Total	\$10,913.07
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DEALER ID _____

Rental / Service Agreement
Agreement # 14056

Telephone: _____

Fax: _____

Customer Legal Name <i>Waver Co. Facilities</i>		Customer Billing Address (if different) SAME	
Address <i>406 Justice Drive</i>		Address	
City <i>Selaron</i>	County	City	County
State <i>Ohio</i>	Zip <i>45036</i>	State	Zip
Location Contact: <i>CHRIS CARMAN</i>		Phone <i>490-3108 (e) 695-1627 (o)</i>	Fax Salesperson

EQUIPMENT AND PAYMENTS

QTY	UNIT DESCRIPTION	RATE PER UNIT	RATE TOTAL
<i>40</i>	<i>Clayton Clear Model</i>	<i>\$72</i>	<i>\$2,880⁰⁰</i>
<i>4</i>	<i>Chiller (3) Cold</i>	<i>\$40</i>	<i>\$160⁰⁰</i>
<i>2</i>	<i>Bunn Brewer</i>	<i>\$0</i>	<i>\$0</i>
<i>1</i>	<i>Curtis Brewer</i>	<i>\$0</i>	<i>\$0</i>
		SUBTOTAL	<i>\$3,040⁰⁰</i>

Term of Agreement	1ST Payment in Advance	\$	Sales Tax	\$	Total	\$
*Payment Amount: <i>\$9,120⁰⁰</i>	Delivery & Installation Charge	\$			Total	\$
*Plus applicable tax		<p align="center">APPROVED AS TO FORM</p> <p align="center"><i>Kathryn M. Hervey</i> Kathryn M. Hervey Asst. Prosecuting Attorney</p> <p align="center">Total First Payment Due: \$</p>				
<input type="checkbox"/> Monthly						
<input checked="" type="checkbox"/> Quarterly						
<input type="checkbox"/> Annually						

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON.

Company Full Name (Please Print)	
<i>Shannon Jones</i>	<i>3.5.19</i>
Authorized Signature	Date
<i>* Shannon Jones President</i>	
Authorized Signer's Printed Name	Title
Authorized Representative of	

DELIVERY AND ACCEPTANCE CERTIFICATION

THE RENTER HEREBY CERTIFIES THAT ALL EQUIPMENT REFERRED TO ABOVE HAS BEEN DELIVERED, IS FULLY INSTALLED AND THE MANAGED SERVICE IS IN GOOD OPERATING ORDER. RENTER UNCONDITIONALLY ACCEPTS THE EQUIPMENT AND REQUESTS THAT RENTING COMPANY SIGN THIS RENTAL AND PAY THE EQUIPMENT VENDOR.

Date of delivery _____

Authorized Signer _____

Accept by Renter:

By: *[Signature]* Date: *3-1-19*

Title: *[Signature]* Rental #: _____

RENTAL AGREEMENT TERMS AND CONDITIONS

1. Ownership of Equipment: Advanced Water Solutions ("Vendor") is the sole owner and title owner to the Equipment. The Equipment consists of the unit(s), all fittings, tubing, and/or supplies used for installation. This Agreement constitutes a lease or bailment and not a sale or the creation of a security interest. Customers shall not have, or at any time acquire any right, title or interest in the Equipment except the right to possession and use as provided in this Agreement.

2. Rent: Monthly payments will begin on the contract date or delivery date, whichever is later. The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of five percent (5%) or Five Dollars (\$5.00) (whichever is greater) on the overdue amount. Customer also agrees to pay Twenty-Five (\$25.00) for each check that the bank returns for insufficient funds or any other reason.

3. Taxes and Fees: This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, business personal property taxes and assessments, or other direct taxes or governmental charges imposed on the property or levied against, or based on, the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period. Customer shall promptly notify Vendor and send Vendor copies of any notices, reports, and inquiries from taxing authorities concerning delinquent taxes, fees or other charges received, or assessments received by Customer. Customer shall be liable for any taxes for licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to Vendor the amount of the tax, together with the next rent installment. Vendor has the option to estimate all such taxes due for the year and bill the Customer monthly on the basis of the estimate.

4. UCC Filings: The Customer authorizes, appoints and empowers Vendor and its assignees as its true and lawful attorney-in-fact to prepare, execute in Customer's name and file at Customer's cost any and all documents Vendor or its assignees deem appropriate or desirable in connection with the Uniform Commercial Code, including but not limited to UCC financing statements. The Customer authorizes Vendor to insert the serial number(s) of the Equipment in this Rental Agreement (including any schedules) and in any filings.

5. Liability and Insurance: The Customer is responsible for any losses or injury caused by the Equipment. Customer assumes all risk and liability for the loss of or damage to the Equipment, for the injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability or any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of the insurance showing Vendor as the loss payee. If the customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf. Alternatively, Vendor may choose to self insure and add an insurance surcharge to the Customer's rent. Customer authorizes Vendor to file claims and endorse insurance checks on the Customer's behalf.

6. Indemnity: The Customer agrees to indemnify, defend and hold harmless Vendor and its agents and employees from and against any claim, loss, liability and expense, including reasonable attorneys' fees, caused by the Equipment, unless due to the intentional conduct of the Vendor. The indemnities and assumptions of risk, liabilities and obligations of Customer arising under this Agreement shall continue in effect after termination of this Agreement, regardless of the reason for termination.

7. Use, Maintenance and Care of Equipment: The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision on this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the lease term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, and its agents. Vendor shall not be under any liability or obligation in any manner to provide service, maintenance, repairs or parts for the Equipment provided, however, that all normal service included in the rental payment per Purity Agreement.

8. Location of Equipment: The Customer will keep the Equipment at the location specified in this Agreement. The Customer must obtain Vendor's written permission to move the Equipment. The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of the Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of the Customer.

9. Assignment: THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT. Vendor may sell, transfer or assign this Agreement without the Customer's consent. In the event of any assignment by Vendor, assignee shall have all the rights, powers, privileges and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to any service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim, or off-set to any action by any assignee for the unpaid balance of rentals due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturer, dealer or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer, as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any of the warranties. This Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assigns of the parties to this Agreement.

10. Default: if the Customer does not pay any amount when it is due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that Vendor post a bond in connection with any such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of the Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Lessor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorneys' fees and any costs associated with any action to repossess the Equipment or to enforce or interpret any provision of this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.

11. Business Agreement and Choice of Law: THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH VENDOR IS HEADQUARTERED, OR IF THIS AGREEMENT HAS BEEN ASSIGNED BY THE VENDOR, THE STATE IN WHICH THE ASSIGNEE IS HEADQUARTERED, VENDOR AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT. All judicial proceedings arising under the Agreement shall be adjudged or determined by any court or courts having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its Assignee.

12. Renewal: After the initial Term or any extension thereto, this Agreement shall automatically renew for an additional term equal to the Initial Term, not exceeding twelve (12) months, unless the Customer notifies Vendor in writing thirty (30) days prior to the expiration of the Initial Term or extension. Upon the expiration date of this Agreement, Customer shall return the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. If Customer fails or refuses to return the Equipment to Vendor, vendor shall have the right to take possession of the Equipment and for that purpose; to enter any premises where the Equipment is located without being liable to any suit, action, defense or other proceedings to Customer. The Customer must pay any additional rents due until Vendor or its agents receive the Equipment.

13. Other Rights: The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later date. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and this Agreement shall be modified to the minimum extent permitted by law.

14. Entire Agreement, Amendment or Severability: This Agreement represents the entire agreement between Vendor and the Customer. Any amendment, waiver or changes will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. Except for identifying the goods and services ordered, the price(s), and the quantity(ies), the terms and conditions of the purchase order or other ordering documents of Customer will not modify or affect this Agreement, or have any legal effect whether issued or signed before, on or after the date of this Agreement. No agreements, representations, or warranties other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

15. Manner of Execution: The parties agree that a fax of this Agreement, which has been signed by the parties, hereto shall have the same force and effect as an original signed Agreement.



DEALER ID _____

Rental / Service Agreement Agreement # 14056

Telephone: _____

Fax: _____

Customer Legal Name <i>Warren Co Water & Sewer</i>		Customer Billing Address (if different) SAME	
Address <i>P.O. Box 530</i>		Address	
City <i>Selamon</i>	County	City	County
State <i>Ohio</i>	Zip <i>45036</i>	State	Zip
Location Contact: <i>CHRIS ARMAN</i>	Phone <i>490-3108</i> <i>695-1627</i>	Fax	Salesperson

EQUIPMENT AND PAYMENTS

QTY	UNIT DESCRIPTION	RATE PER UNIT	RATE TOTAL
1	<i>elgusssu clec maker</i>	<i>\$72⁰⁰</i>	<i>\$72⁰⁰</i>
		SUBTOTAL	<i>\$72⁰⁰</i>

Term of Agreement	1ST Payment in Advance	\$	Sales Tax	\$	Total	\$
*Payment Amount: <i>\$216⁰⁰</i>	Delivery & Installation Charge	\$			Total	\$
*Plus applicable tax						
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually		APPROVED AS TO FORM Kathryn M. Horvath Asst. Prosecuting Attorney				
Total First Payment Due: \$						

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON.

Company Full Name (Please Print)
<i>Shannon Jones 3.5.19</i>
Authorized Signature Date
<i>* Shannon Jones President</i>
Authorized Signer's Printed Name Title
Authorized Representative of

DELIVERY AND ACCEPTANCE CERTIFICATION
 THE RENTER HEREBY CERTIFIES THAT ALL EQUIPMENT REFERRED TO ABOVE HAS BEEN DELIVERED, IS FULLY INSTALLED AND THE MANAGED SERVICE IS IN GOOD OPERATING ORDER. RENTER UNCONDITIONALLY ACCEPTS THE EQUIPMENT AND REQUESTS THAT RENTING COMPANY SIGN THIS RENTAL AND PAY THE EQUIPMENT VENDOR.

Date of delivery _____

Authorized Signer _____

Accept by Renter:

By: Date: *3-1-19*

Title: *Chris Arman* Rental #: _____

RENTAL AGREEMENT TERMS AND CONDITIONS

1. Ownership of Equipment: Advanced Water Solutions ("Vendor") is the sole owner and title owner to the Equipment. The Equipment consists of the unit(s), all fittings, tubing, and/or supplies used for installation. This Agreement constitutes a lease or bailment and not a sale or the creation of a security interest. Customers shall not have, or at any time acquire any right, title or interest in the Equipment except the right to possession and use as provided in this Agreement.

2. Rent: Monthly payments will begin on the contract date or delivery date, whichever is later. The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of five percent (5%) or Five Dollars (\$5.00) (whichever is greater) on the overdue amount. Customer also agrees to pay Twenty-Five (\$25.00) for each check that the bank returns for insufficient funds or any other reason.

3. Taxes and Fees: This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, business personal property taxes and assessments, or other direct taxes or governmental charges imposed on the property or levied against, or based on, the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period. Customer shall promptly notify Vendor and send Vendor copies of any notices, reports, and inquiries from taxing authorities concerning delinquent taxes, fees or other charges received, or assessments received by Customer. Customer shall be liable for any taxes for licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to Vendor the amount of the tax, together with the next rent installment. Vendor has the option to estimate all such taxes due for the year and bill the Customer monthly on the basis of the estimate.

4. UCC Filings: The Customer authorizes, appoints and empowers Vendor and its assignees as its true and lawful attorney-in-fact to prepare, execute in Customer's name and file at Customer's cost any and all documents Vendor or its assignees deem appropriate or desirable in connection with the Uniform Commercial Code, including but not limited to UCC financing statements. The Customer authorizes Vendor to insert the serial number(s) of the Equipment in this Rental Agreement (including any schedules) and in any filings.

5. Liability and Insurance: The Customer is responsible for any losses or injury caused by the Equipment. Customer assumes all risk and liability for the loss of or damage to the Equipment, for the injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability or any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of the insurance showing Vendor as the loss payee. If the customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf. Alternatively, Vendor may choose to self insure and add an insurance surcharge to the Customer's rent. Customer authorizes Vendor to file claims and endorse insurance checks on the Customer's behalf.

6. Indemnity: The Customer agrees to indemnify, defend and hold harmless Vendor and its agents and employees from and against any claim, loss, liability and expense, including reasonable attorneys' fees, caused by the Equipment, unless due to the intentional conduct of the Vendor. The indemnities and assumptions of risk, liabilities and obligations of Customer arising under this Agreement shall continue in effect after termination of this Agreement, regardless of the reason for termination.

7. Use, Maintenance and Care of Equipment: The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision on this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the lease term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, and its agents. Vendor shall not be under any liability or obligation in any manner to provide service, maintenance, repairs or parts for the Equipment provided, however, that all normal service included in the rental payment per Purity Agreement.

8. Location of Equipment: The Customer will keep the Equipment at the location specified in this Agreement. The Customer must obtain Vendor's written permission to move the Equipment. The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of the Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of the Customer.

9. Assignment: THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT. Vendor may sell, transfer or assign this Agreement without the Customer's consent. In the event of any assignment by Vendor, assignee shall have all the rights, powers, privileges and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to any service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim, or off-set to any action by any assignee for the unpaid balance of rentals due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturer, dealer or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer, as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any of the warranties. This Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assigns of the parties to this Agreement.

10. Default: If the Customer does not pay any amount when it is due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that Vendor post a bond in connection with any such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of the Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Lessor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorneys' fees and any costs associated with any action to repossess the Equipment or to enforce or interpret any provision of this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.

11. Business Agreement and Choice of Law: THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH VENDOR IS HEADQUARTERED, OR IF THIS AGREEMENT HAS BEEN ASSIGNED BY THE VENDOR, THE STATE IN WHICH THE ASSIGNEE IS HEADQUARTERED, VENDOR AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT. All judicial proceedings arising under the Agreement shall be adjudged or determined by any court or courts having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its Assignee.

12. Renewal: After the initial Term or any extension thereto, this Agreement shall automatically renew for an additional term equal to the initial Term, not exceeding twelve (12) months, unless the Customer notifies Vendor in writing thirty (30) days prior to the expiration of the initial Term or extension. Upon the expiration date of this Agreement, Customer shall return the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. If Customer fails or refuses to return the Equipment to Vendor, vendor shall have the right to take possession of the Equipment and for that purpose; to enter any premises where the Equipment is located without being liable to any suit, action, defense or other proceedings to Customer. The Customer must pay any additional rents due until Vendor or its agents receive the Equipment.

13. Other Rights: The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later date. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and this Agreement shall be modified to the minimum extent permitted by law.

14. Entire Agreement, Amendment or Severability: This Agreement represents the entire agreement between Vendor and the Customer. Any amendment, waiver or changes will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. Except for identifying the goods and services ordered, the price(s), and the quantity(ies), the terms and conditions of the purchase order or other ordering documents of Customer will not modify or affect this Agreement, or have any legal effect whether issued or signed before, on or after the date of this Agreement. No agreements, representations, or warranties other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

15. Manner of Execution: The parties agree that a fax of this Agreement, which has been signed by the parties, hereto shall have the same force and effect as an original signed Agreement.

14056



Advanced Water Solutions
7 Techview Drive
Cincinnati, OH 45215

PURITY AND INSTALLATION AGREEMENT

Customer Legal Name <i>Warren Co. Water & Sewer</i>		Customer Billing Address (if different)	
Address <i>P.O. Box 530</i>		Address	
City <i>Selvanon</i>	County	City	County
State <i>Ohio</i>	Zip <i>45036</i>	State	Zip
Location Contact <i>Chris Carman</i>	Phone <i>490-3108</i> <i>695-1627</i>	Fax	Acct. Mgr.
QTY	KIT DESCRIPTION	INSTALLATION	
<i>1</i>	<i>Commercial elec. Maker</i> <i>(owned by Warren Co.)</i>	One Time Fee \$	
		Cups \$	
Term of Agreement _____			

INCLUDED IN RENT.....YOU GET!

- A HIGH QUALITY ADVANCED WATER SOLUTIONS WATER SYSTEM
- ALL THE WATER "IT" CAN MAKE AND YOU CAN DRINK
- UNLIMITED SERVICE ON ALL COOLER PARTS*
- ALL LABOR FOR SERVICE CALLS AND PURITY KIT INSTALLATION

Water Purification Kit	Payment Amount: <u><i>\$ 425⁰⁰</i></u>	<input checked="" type="checkbox"/> Annually
<p>With each system Advanced Water Solutions will provide new purity components once a year. Kit may include: filters (NSF Certified), UV light replacements (if UV system), Ion exchange unit (if distillation unit), RO membrane. All labor for the installation of the kit and complete sanitization of the unit is included.</p>		
<u><i>Shawn Jones</i></u> Signature	<u><i>3.5.19</i></u> Date	

Advanced Water Solutions warrants the above listed equipment to operate according to manufacturers' specifications with respect to quality and capacity. Advanced Water Solutions will repair and/or replace any parts, or the entire unit (forever guarantee) if necessary, at our expenses. Advanced Water Solutions will provide unlimited service during normal business hours (8:00 am to 5:00 pm daily). All this coverage is guaranteed while the equipment is under a rental or service contract with Advanced Water Solutions. Routine service does not include damage due to fire, vandalism, theft, floods or other acts of God.

*Advanced Water Solutions agrees to provide all routine service and preventive maintenance on the equipment noted above, provided the following conditions are met: The equipment physically remains within our standard service area coverage. Advanced Water Solutions personnel perform all service on the equipment. The account status is current and not delinquent. The unit is connected to a potable water supply and sufficient electrical power is provided to the machine.

APPROVED AS TO FORM

Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

14056



Advanced Water Solutions
7 Techview Drive
Cincinnati, OH 45215

PURITY AND INSTALLATION AGREEMENT

Customer Legal Name <i>Warren Co. Water & Sewer</i>		Customer Billing Address (if different)	
Address <i>P.O. Box 530</i>		Address	
City <i>Talbot</i>	County	City	County
State <i>Ohio</i>	Zip <i>45036</i>	State	Zip
Location Contact <i>Chil Carman</i>	Phone <i>490-3108</i> <i>695-1627</i>	Fax	Acct. Mgr.
QTY	KIT DESCRIPTION	INSTALLATION	
<i>1</i>	<i>equus die Model</i>	One Time Fee \$	
		Cups \$	
Term of Agreement _____			

INCLUDED IN RENT.....YOU GET!

- A HIGH QUALITY ADVANCED WATER SOLUTIONS WATER SYSTEM
- ALL THE WATER "IT" CAN MAKE AND YOU CAN DRINK
- UNLIMITED SERVICE ON ALL COOLER PARTS*
- ALL LABOR FOR SERVICE CALLS AND PURITY KIT INSTALLATION

Water Purification Kit	Payment Amount: \$ <i>75⁰⁰</i>	<input checked="" type="checkbox"/> Annually
<p>With each system Advanced Water Solutions will provide new purity components once a year. Kit may include: filters (NSF Certified), UV light replacements (if UV system), Ion exchange unit (if distillation unit), RO membrane. All labor for the installation of the kit and complete sanitization of the unit is included.</p>		
<i>Shannon Jones</i>	<i>3.5.19</i>	
Signature	Date	

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APPROVED AS TO FORM

Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

17056



Advanced Water Solutions
7 Techview Drive
Cincinnati, OH 45215

PURITY AND INSTALLATION AGREEMENT

Customer Legal Name <i>Warren Co. Engineers</i>		Customer Billing Address (if different)	
Address <i>210 West Main St.</i>		Address	
City <i>Lebanon</i>	County	City	County
State <i>Ohio</i>	Zip <i>45036</i>	State	Zip
Location Contact <i>Chris Cannon</i>	Phone <i>490-3108</i> <i>695-1627</i>	Fax	Acct. Mgr.
QTY	KIT DESCRIPTION	INSTALLATION	
<i>1</i>	<i>Commercial cee maker (owned by Warren Co)</i>	One Time Fee \$	
		Cups \$	
Term of Agreement _____			

INCLUDED IN RENT.....YOU GET!

- A HIGH QUALITY ADVANCED WATER SOLUTIONS WATER SYSTEM
- ALL THE WATER "IT" CAN MAKE AND YOU CAN DRINK
- UNLIMITED SERVICE ON ALL COOLER PARTS*
- ALL LABOR FOR SERVICE CALLS AND PURITY KIT INSTALLATION

Water Purification Kit Payment Amount: *\$ 425⁰⁰* **Annually**

With each system Advanced Water Solutions will provide new purity components once a year. Kit may include: filters (NSF Certified), UV light replacements (if UV system), Ion exchange unit (if distillation unit), RO membrane. All labor for the installation of the kit and complete sanitization of the unit is included.

[Signature] *3.5.19*
Signature Date

Advanced Water Solutions warrants the above listed equipment to operate according to manufacturers' specifications with respect to quality and capacity. Advanced Water Solutions will repair and/or replace any parts, or the entire unit (forever guarantee) if necessary, at our expenses. Advanced Water Solutions will provide unlimited service during normal business hours (8:00 am to 5:00 pm daily). All this coverage is guaranteed while the equipment is under a rental or service contract with Advanced Water Solutions. Routine service does not include damage due to fire, vandalism, theft, floods or other acts of God.

*Advanced Water Solutions agrees to provide all routine service and preventive maintenance on the equipment noted above, provided the following conditions are met: The equipment physically remains within our standard service area coverage. Advanced Water Solutions personnel perform all service on the equipment. The account shall be paid in full and the equipment is connected to a potable water supply and sufficient electrical power is provided to the machine.

[Signature]
Kathryn M. Horvath
Asst. Prosecuting Attorney

14036



Advanced Water Solutions
7 Techview Drive
Cincinnati, OH 45215

PURITY AND INSTALLATION AGREEMENT

Customer Legal Name <i>Warren Co. Facilities</i>		Customer Billing Address (if different)	
Address <i>406 Justice Drive</i>		Address	
City <i>Sebanon</i>	County	City	County
State <i>Ohio</i>	Zip <i>45036</i>	State	Zip
Location Contact <i>Chris Cannon</i>	Phone <i>490-3108</i> <i>695-1627</i>	Fax	Acct. Mgr.
QTY	KIT DESCRIPTION	INSTALLATION	
<i>5</i>	<i>Commercial clee Models</i> <i>(owned by Warren Co.)</i>	One Time Fee \$	
		Cups \$	
Term of Agreement _____			

INCLUDED IN RENT.....YOU GET!

- A HIGH QUALITY ADVANCED WATER SOLUTIONS WATER SYSTEM
- ALL THE WATER "IT" CAN MAKE AND YOU CAN DRINK
- UNLIMITED SERVICE ON ALL COOLER PARTS*
- ALL LABOR FOR SERVICE CALLS AND PURITY KIT INSTALLATION

Water Purification Kit	Payment Amount: <i>\$425 each</i> <i>\$425 x 5 = \$2,125</i> <input checked="" type="checkbox"/> Annually
With each system Advanced Water Solutions will provide new purity components once a year. Kit may include: filters (NSF Certified), UV light replacements (if UV system), Ion exchange unit (if distillation unit), RO membrane. All labor for the installation of the kit and complete sanitization of the unit is included.	
Signature <i>Sharon Jay</i>	Date <i>3.5.19</i>

Advanced Water Solutions warrants the above listed equipment to operate according to manufacturers' specifications with respect to quality and capacity. Advanced Water Solutions will repair and/or replace any parts, or the entire unit (forever guarantee) if necessary, at our expenses. Advanced Water Solutions will provide unlimited service during normal business hours (8:00 am to 5:00 pm daily). All this coverage is guaranteed while the equipment is under a rental or service contract with Advanced Water Solutions. Routine service does not include damage due to fire, vandalism, theft, floods or other acts of God.

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APPROVED AS TO FORM

Kathryn M. K
Kathryn M. Horvath
Asst. Prosecuting Attorney

14056



Advanced Water Solutions
7 Techview Drive
Cincinnati, OH 45215

PURITY AND INSTALLATION AGREEMENT

Customer Legal Name <i>Warren Co. Facilities</i>		Customer Billing Address (if different)	
Address <i>406 Justice Drive</i>		Address	
City <i>Selamon</i>	County	City	County
State <i>Ohio</i>	Zip <i>45036</i>	State	Zip
Location Contact <i>Chris Cannon</i>	Phone <i>490-3108</i> <i>695-1627</i>	Fax	Acct. Mgr.
QTY	KIT DESCRIPTION	INSTALLATION	
<i>40</i>	<i>equassu elec filter</i>	One Time Fee \$	
<i>4</i>	<i>Chiller (3)</i>		
		Cups \$	
Term of Agreement _____			

INCLUDED IN RENT.....YOU GET!

- A HIGH QUALITY ADVANCED WATER SOLUTIONS WATER SYSTEM
- ALL THE WATER "IT" CAN MAKE AND YOU CAN DRINK
- UNLIMITED SERVICE ON ALL COOLER PARTS*
- ALL LABOR FOR SERVICE CALLS AND PURITY KIT INSTALLATION

Water Purification Kit Payment Amount: $\# 75 \times 40 = \$3,000$
 $\# 50 \times 4 = \$200$ Annually

With each system Advanced Water Solutions will provide new purity components once a year. Kit may include: filters (NSF Certified), UV light replacements (if UV system), ion exchange unit (if distillation unit), RO membrane. All labor for the installation of the kit and complete sanitization of the unit is included.

[Signature] 3.5.19
 Signature Date

Advanced Water Solutions warrants the above listed equipment to operate according to manufacturers' specifications with respect to quality and capacity. Advanced Water Solutions will repair and/or replace any parts, or the entire unit (forever guarantee) if necessary, at our expenses. Advanced Water Solutions will provide unlimited service during normal business hours (8:00 am to 5:00 pm daily). All this coverage is guaranteed while the equipment is under a rental or service contract with Advanced Water Solutions. Routine service does not include damage due to fire, vandalism, theft, floods or other acts of God.

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APPROVED AS TO FORM
[Signature]
Kathryn M. Horvath
 Asst. Prosecuting Attorney

UNIT #	ADDRESS	TYPE	LOCATION	BILL TO:
1	430 Justice Dr.	ICE	Office Hallway	FACILITIES
2	416 S. East St.	ICE	2nd floor Children Services Hall by fountains	FACILITIES
3	416 S. East St.	ICE	2nd floor HHS by staff restrooms	FACILITIES
4	822 Memorial Dr.	ICE	WCSSO by conference room	FACILITIES
5	822 Memorial Dr.	ICE	County Court Clerks side by staff restrooms	FACILITIES
6	500 Justice Dr.	ICE	Basement off elevator by Telecom	FACILITIES
7	500 Justice Dr.	ICE	Basement in Law Library	FACILITIES
8	500 Justice Dr.	ICE	Jim Speaths area Clerk of Courts	FACILITIES
9	500 Justice Dr.	ICE	Jen Burnsides area in break room	FACILITIES
10	500 Justice Dr.	ICE	Judge Oda Hallway by kitchenette	FACILITIES
11	500 Justice Dr.	ICE	Judge Peelers area by kitchen sink	FACILITIES
12	520 Justice Dr.	WATER	Probation area waiting area by restrooms	FACILITIES
13	520 Justice Dr.	ICE	Probation area in staff breakroom	FACILITIES
14	520 Justice Dr.	ICE	Board of Elections area by restrooms	FACILITIES
15	406 Justice Dr.	ICE	OMB in kitchen/breakroom area 1st floor	FACILITIES
16	406 Justice Dr.	ICE	Water Department in breakroom area 1st floor	FACILITIES
17	300 E. Silver St.	ICE	Top floor staff breakroom area	FACILITIES
18	313 E. Warren St.	ICE	Children Services Visitation Building	FACILITIES
19	520 Justice Dr.	ICE	Dispatch Breakroom area	FACILITIES
20	500 Justice Dr.	ICE	Domestic Relations back hallway	FACILITIES
21	500 Justice Dr.	ICE	Judge Kirby office area	FACILITIES
22	406 Justice Dr.	ICE	Building and Zoning 1st floor	FACILITIES
23	406 Justice Dr.	ICE	Treasurers Office breakroom 2nd floor	FACILITIES
24	406 Justice Dr.	ICE	Auditors Office breakroom 2nd floor	FACILITIES
25	1433 W. Main St.	ICE	Mechanics garage breakroom	FACILITIES
26	900 Justice Dr.	ICE	Court side staff breakroom	FACILITIES
27	900 Justice Dr.	ICE	JDC Laundry room area	FACILITIES
28	900 Justice Dr.	ICE	MHYC main area	FACILITIES
29	406 Justice Dr.	ICE	Data Processing 3rd floor	FACILITIES
30	500 Justice Dr.	ICE	Basement CSEA breakroom	FACILITIES
31	320 E. Silver St.	ICE	Basement Juvy probation breakroom area	FACILITIES
32	406 Justice Dr.	ICE	Basement in Records/Archives	FACILITIES
33	900 Justice Dr.	WATER	MHYC Pod 1	FACILITIES
34	900 Justice Dr.	WATER	MHYC Pod 2	FACILITIES
35	900 Justice Dr.	WATER	MHYC Pod 3	FACILITIES
36	19 Dave Ave.	WATER	Break area of Titles	CLERKS
37	Mason Titles	WATER	Break area of Titles	CLERKS
38	Franklin Titles	WATER	Break area of Titles	CLERKS
39	320 E. Silver St.	ICE	CAC Area Top Floor	FACILITIES
40	520 Justice Dr.	ICE	Grand Jury Room Prosecutors Area	FACILITIES
41	520 Justice Dr.	ICE	Multi-Purpose Room Prosecutors Area	FACILITIES
42	6193 Striker Rd.	ICE	Hallway outside Mech Room	W&S
43	416 S. East St.	ICE	Health Dept. 1st Floor	FACILITIES
44	500 Justice Dr.	ICE	Outside Old Grand Jury Room	FACILITIES
45	520 Justice Dr.	ICE	Probation area in staff breakroom	FACILITIES
46	416 East St.	ICE	Children Services Penthouse	FACILITIES
47	406 Justice Dr.	ICE	Economic Development 3rd Floor	FACILITIES
48	406 Justice Dr.	ICE	Genealogy basement	FACILITIES

UNIT #	ADDRESS	TYPE	LOCATION	BILL TO:
1	430 Justice Dr.	ICE	Office Hallway	FACILITIES
2	416 S. East St.	ICE	2nd floor Children Services Hall by fountains	FACILITIES
3	416 S. East St.	ICE	2nd floor HHS by staff restrooms	FACILITIES
4	822 Memorial Dr.	ICE	WCSSO by conference room	FACILITIES
5	822 Memorial Dr.	ICE	County Court Clerks side by staff restrooms	FACILITIES
6	500 Justice Dr.	ICE	Basement off elevator by Telecom	FACILITIES
7	500 Justice Dr.	ICE	Basement in Law Library	FACILITIES
8	500 Justice Dr.	ICE	Jim Speaths area Clerk of Courts	FACILITIES
9	500 Justice Dr.	ICE	Jen Burnside's area in break room	FACILITIES
10	500 Justice Dr.	ICE	Judge Oda Hallway by kitchenette	FACILITIES
11	500 Justice Dr.	ICE	Judge Peelers area by kitchen sink	FACILITIES
12	520 Justice Dr.	WATER	Probation area waiting area by restrooms	FACILITIES
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27	900 Justice Dr.	ICE	JDC Laundry room area	FACILITIES
28	900 Justice Dr.	ICE	MHYC main area	FACILITIES
29	406 Justice Dr.	ICE	Data Processing 3rd floor	FACILITIES
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32	406 Justice Dr.	ICE	Basement in Records/Archives	FACILITIES
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34	900 Justice Dr.	WATER	MHYC Pod 2	FACILITIES
35	900 Justice Dr.	WATER	MHYC Pod 3	FACILITIES
36	19 Dave Ave.	WATER	Break area of Titles	CLERKS
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Resolution

Number 19-0280

Adopted Date March 05, 2019

ENTER INTO AN EXCLUSIVE AND PERMANENT DRAINAGE EASEMENT WITH RICHARD RAYMOND AND GENEVIEVE BREWSTER FOR THE TOWNSLEY DRIVE BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve Townsley Drive, it is necessary to construct roadway improvements and in order to do this work it is necessary to enter onto property, which is owned by Richard Raymond & Genevieve Brewster, husband and wife; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent drainage easement from the property owner; and

WHEREAS, the land for the exclusive and permanent drainage easement is as follows:

Exclusive and Permanent Drainage Easement – Exhibits A & B – 0.030 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is \$3,060.00; and


NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent drainage easement agreement, a copy of which is attached hereto and made a part hereof, with Richard Raymond & Genevieve Brewster for the Townsley Drive Bridge Replacement for the sum of \$3,060.00.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Brewster, Richard & Genevieve
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #16-20-101-011 (Pt.)**

ARTICLES OF AGREEMENT

This agreement is entered into the date stated below by Richard Raymond and Genevieve Brewster, husband and wife, whose tax mailing address is 3808 Townsley Drive, Loveland, Ohio 45140 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent drainage easement for the Townsley Drive Bridge Replacement Project (Bridge No. 1201-0.50), being a part of a public roadway open to the public without charge.

That the Grantors, for and in consideration of the sum of Three Thousand Sixty Dollars (\$3,060.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement for the purpose of constructing and maintaining the necessary project improvements, upon and over the lands hereafter described, Section 20, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION

See Exhibit "A" for details.

See Exhibit "B" for drawing.

The Exclusive and Permanent Drainage Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantors shall have the right to repurchase this property for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantors decline to repurchase the property; (ii) the Grantors fail to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantors' right of repurchase is not assignable, nor does it run with the land.

Grantors waives an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

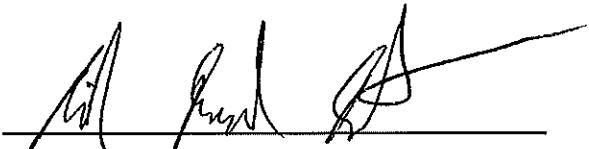
FEB 28 10 59 AM 2016

GRANTORS

IN EXECUTION WHEREOF, Richard Raymond and Genevieve Brewster, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

SIGNATURE: _____

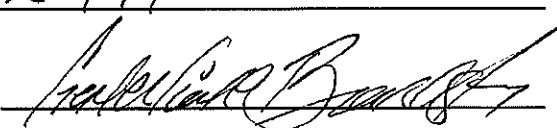


PRINTED NAME: Richard Raymond Brewster

DATE: _____

2-4-19

SIGNATURE: _____



PRINTED NAME: Genevieve Brewster

DATE: _____

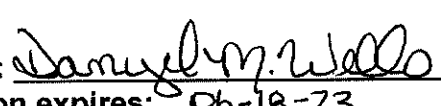
2-4-19

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, on this 4th day of February, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Richard Raymond and Genevieve Brewster, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public: _____



My commission expires: 06-18-23



DANYEL M. WELLS
Notary Public, State of Ohio
My Commission Expires 06-18-2023

[the balance of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution No. 19-0200, dated 3/5/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 3/5/19

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this _____ day of _____, 20__ before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be _____, _____ of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Easement, and acknowledged the signing thereof to be ___ voluntary act and deed, and pursuant to the Resolution authorization ___ to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public: _____
My commission expires: _____

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Adam Nice

Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@co.warren.oh.us

**Richard Raymond and Genevieve Brewster
Permanent Drainage Easement – 2D
For Townsley Drive Bridge Replacement Project
(Bridge No. 1201-0.50)
PIN #16-20-101-011 (Pt.)**

Situated in Section 20, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio, along the north side of Townsley Drive (also known as Township Road 1201), being a part of the Myrtle Village Subdivision Section Two Record Plat as recorded in Plat Book 4, Page 85 in the Warren County Recorder's Office, also being part of Lot 35 and part of Lot 34, consisting of a 0.758 acre tract conveyed to Richard Raymond and Genevieve Brewster, Grantors, by deed as recorded in Official Record 1800, Page 215 in the Warren County Recorder's Office being more particularly described as follows:

Commencing at the Grantors' southwest boundary corner, being the common boundary line between Lot 35 and Lot 36 of the Myrtle Village Subdivision Section Two Record Plat, also being the southeast boundary corner of Lot 36, consisting of a 0.505 acre tract conveyed to Daniel and Kathryn Tilmes, Document Number 2017-023351, and also being a point in the existing northerly right-of-way line of Townsley Drive (Township Road 1201);

Thence along the said right-of-way line, also being the Grantors' southerly boundary line South 83 degrees 17 minutes 15 seconds East 51.13 feet to a point in the new permanent drainage easement line, being the **TRUE POINT OF BEGINNING** of this description;

Thence along the said easement line North 70 degrees 25 minutes 39 seconds East 49.66 feet to a point;

Thence continuing along the said easement line South 83 degrees 17 minutes 15 seconds East 37.01 feet to a point;

Thence continuing along the said easement line South 06 degrees 42 minutes 45 seconds West 21.99 feet to a point in the existing northerly right-of-way line of Townsley Drive (Township Road 1201), also being the Grantors' southerly boundary line;

Thence along the said right-of-way and boundary line North 83 degrees 17 minutes 15 seconds West 81.53 feet to a point in the new permanent drainage easement line, being the **TRUE POINT OF BEGINNING** containing 0.030 acres (1,303 s.f.), with Lot 35 containing 0.013 acres (585 s.f.) and Lot 34 containing 0.017 acres (718 s.f.), more or less.

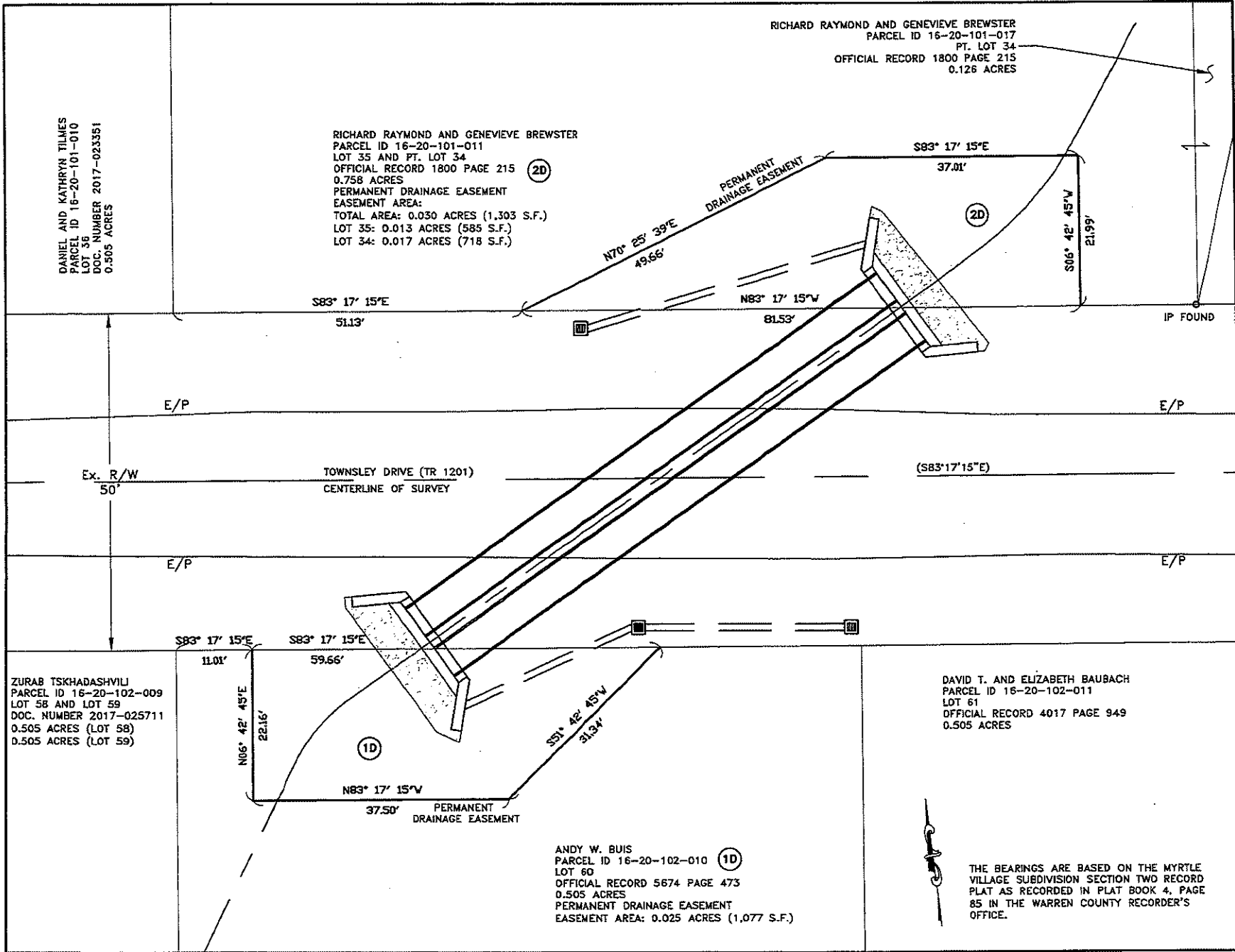
The bearings for this description are based on the Myrtle Village Subdivision Section Two Record Plat as recorded in Plat Book 4, Page 85 in the Warren County Recorder's Office.

This legal description was prepared based on the Myrtle Village Subdivision Section Two Record Plat as recorded in Plat Book 4, Page 85 in the Warren County Recorder's Office, and on a survey that was completed by the Warren County Engineer's Office in August of 2011 for the Townsley Drive Bridge Replacement Project (Bridge No. 1201-0.50). This legal description was completed under the direction and supervision of Roy G. Henson (Ohio Registered Surveyor No. 8554) of the Warren County Engineer's Office, 210 W Main Street, Lebanon, Ohio.



Roy G. Henson
8/16/2018

EXHIBIT "B"



DANIEL AND KATHRYN TILMES
 PARCEL ID 16-20-101-010
 LOT 36
 DOC. NUMBER 2017-023351
 0.505 ACRES

RICHARD RAYMOND AND GENEVIEVE BREWSTER
 PARCEL ID 16-20-101-011
 LOT 35 AND PT. LOT 34
 OFFICIAL RECORD 1800 PAGE 215
 0.758 ACRES
 PERMANENT DRAINAGE EASEMENT
 EASEMENT AREA:
 TOTAL AREA: 0.030 ACRES (1,303 S.F.)
 LOT 35: 0.013 ACRES (585 S.F.)
 LOT 34: 0.017 ACRES (718 S.F.)

RICHARD RAYMOND AND GENEVIEVE BREWSTER
 PARCEL ID 16-20-101-017
 PT. LOT 34
 OFFICIAL RECORD 1800 PAGE 215
 0.126 ACRES

ZURAB TSKHADASHVILI
 PARCEL ID 16-20-102-009
 LOT 58 AND LOT 59
 DOC. NUMBER 2017-025711
 0.505 ACRES (LOT 58)
 0.505 ACRES (LOT 59)

ANDY W. BUIS
 PARCEL ID 16-20-102-010
 LOT 60
 OFFICIAL RECORD 5674 PAGE 473
 0.505 ACRES
 PERMANENT DRAINAGE EASEMENT
 EASEMENT AREA: 0.025 ACRES (1,077 S.F.)

DAVID T. AND ELIZABETH BAUBACH
 PARCEL ID 16-20-102-011
 LOT 61
 OFFICIAL RECORD 4017 PAGE 949
 0.505 ACRES

THE BEARINGS ARE BASED ON THE MYRTLE VILLAGE SUBDIVISION SECTION TWO RECORD PLAT AS RECORDED IN PLAT BOOK 4, PAGE 85 IN THE WARREN COUNTY RECORDER'S OFFICE.



210 W. Main Street
 Warren, Ohio 45601
 Phone: 937-263-7714
 Fax: 937-263-7714

Warren
 County
 Engineer's
 Office
 Neil F. Tomlinson, P.E., P.S.
 Warren County Engineer

PROPOSED EASEMENT - EXHIBIT "B"

SECTION 20, TOWN 4, RANGE 2
 DEERFIELD TOWNSHIP
 WARREN COUNTY, OHIO

SCALE 1" = 20'	DATE 07/02/18
DRAWN BY PMB	CHECKED BY RCH
PROJECT NO. 1820-050	FILE 1820-050
DRAWING NO.	

Apking, Bobbi J.

Requisitions (0)

New Delete

Duplicate Notes

Edit Menu

Requisitions

Attach (1) Excel Actions/Approvers Release My Approvals Return to Search

Tools Office Workflow Search

Requisition: 2019/373
 Allocated, Apking, Bobbi J., 02/26/2019

Total Cost: \$3,060.00

▼ Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year*	Requisition Number*	Created Date*	Type
2019	373	2019-02-26	(N) NORMAL

Department*	Purchase order
(ENG) ENGINEER ... View	

Description	Needed by
ENG PERM EASE FOR TOWNSLEY DR BRIDGE REPLACEN	

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Receive by Amount

▼ Items (1)

Add Item

Delete	Line	Description	Qty	Unit Price	Line Total	GL Account
	1	ENG PERMANENT EASEMENT FOR THE TOWNSLEY DR BRIDGE	1.00	\$3,060.00000	\$3,060.00	E (22023130-5320) CAPITAL PURCHASES

RECEIVED 02/26/2019

FEB 26 19 09:17

Save

Resolution

Number 19-0281

Adopted Date March 05, 2019

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT WITH AMY M. & LAWRENCE L. ADAMS FOR THE EVERETT AVENUE BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve Everett Avenue, it is necessary to construct roadway improvements and order to do this work it is necessary to enter onto property, which is owned by Amy M. and Lawrence L. Adams, husband and wife; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent drainage easement from the property owner; and

WHEREAS, the land for the exclusive and permanent drainage easement is as follows:

Exclusive and Permanent Drainage Easement – Exhibits A & B – 0.080 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is \$251.00; and

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent drainage easement agreement, a copy of which is attached hereto and made a part hereof, with Amy M. and Lawrence L. Adams for the Everett Avenue Bridge Replacement for the sum of \$251.00.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Adams, Amy M. & Lawrence L.
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #16-20-102-026 (Pt.)**

ARTICLES OF AGREEMENT

This agreement is entered into the date stated below by Amy M. and Lawrence L. Adams, husband and wife, whose tax mailing address is 5887 Cornell Road, Suite 1, Cincinnati, Ohio 45242 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent drainage easement for the Everett Avenue Bridge Replacement Project (Bridge No. 2032-0.23), being a part of a public roadway open to the public without charge.

That the Grantors, for and in consideration of the sum of Two Hundred Fifty One Dollars (\$251.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement for the purpose of constructing and maintaining the necessary project improvements, upon and over the lands hereafter described, Section 20, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION

See Exhibit "A" for details.

See Exhibit "B" for drawing.

The Exclusive and Permanent Drainage Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantors shall have the right to repurchase this property for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantors decline to repurchase the property; (ii) the Grantors fail to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantors' right of repurchase is not assignable, nor does it run with the land.

Grantors waives an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

GRANTORS

IN EXECUTION WHEREOF, Amy M. and Lawrence L. Adams, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

SIGNATURE: Amy Adams

PRINTED NAME: Amy M. Adams

DATE: 2/12/19

SIGNATURE: Lawrence L. Adams

PRINTED NAME: Lawrence L. Adams

DATE: 02.12.2019

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 12th day of FEBRUARY, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Amy M. and Lawrence L. Adams, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/22
Recorded in
Warren County


Notary Public: Dominic M. Brigano
My commission expires: 02/06/22

[the balance of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution No. 19-024, dated 3/5/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 3/5/19

STATE OF OHIO, COUNTY OF WARREN, ss.

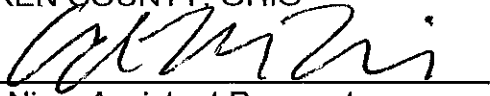
BE IT REMEMBERED, on this _____ day of _____, 20__ before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be _____ of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Easement, and acknowledged the signing thereof to be ___ voluntary act and deed, and pursuant to the Resolution authorization ___ to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public: _____
My commission expires: _____

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@co.warren.oh.us

Amy M. and Lawrence L. Adams
Permanent Drainage Easement – 3D
For Everett Avenue Bridge Replacement Project
(Bridge No. 2032-0.23)
PIN #16-20-102-026 (Pt.)

Situated in Section 20, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio, along the north side of Everett Avenue (also known as Township Road 2032), being a part of Lot 74A of the Myrtle Village Subdivision Section Three Record Plat Replat of Lots 74 and 75 as recorded in Plat Book 69, Page 100 in the Warren County Recorder's Office (Original Myrtle Village Subdivision Section Three Record Plat recorded in Plat Book 4, Page 127), a 0.573 acre tract conveyed to Amy M. and Lawrence L. Adams, Grantors, by deed as recorded in Official Record 4271, Book 577 in the Warren County Recorder's Office being more particularly described as follows:

Commencing at the Grantors' southwestern boundary corner, being the common boundary line between Lot 74A and Lot 75A of the Myrtle Village Subdivision Section Three Record Plat Replat of Lots 74 and 75, also being the southeast boundary corner of Lot 75A, consisting of a 0.437 acre tract conveyed to Gretchen K. Meyers and Brandon W. Eyler, Document Number 2017-006394, and also being a point in the existing northerly right-of-way line of Everett Avenue (Township Road 2032), being the **TRUE POINT OF BEGINNING** of this description;

Thence along the said right-of-way line, also being the Grantors' southerly boundary line North 06 degrees 42 minutes 45 seconds East 34.85 feet to a point in the new permanent drainage easement line;

Thence along the said easement line North 62 degrees 17 minutes 47 seconds East 38.28 feet to a point;

Thence continuing along the said easement line South 83 degrees 17 minutes 15 seconds East 36.14 feet to a point;

Thence continuing along the said easement line South 06 degrees 42 minutes 45 seconds West 56.48 feet to a point in the existing northerly right-of-way line of Everett Avenue (Township Road 2032), also being the Grantors' southerly boundary line;

Thence along the said right-of-way and boundary line North 83 degrees 17 minutes 15 seconds West 67.72 feet to the Grantors' southwest boundary corner, also being the southeast boundary corner of Lot 75A, being the **TRUE POINT OF BEGINNING** containing 0.080 acres (3,483 s.f.), more or less.

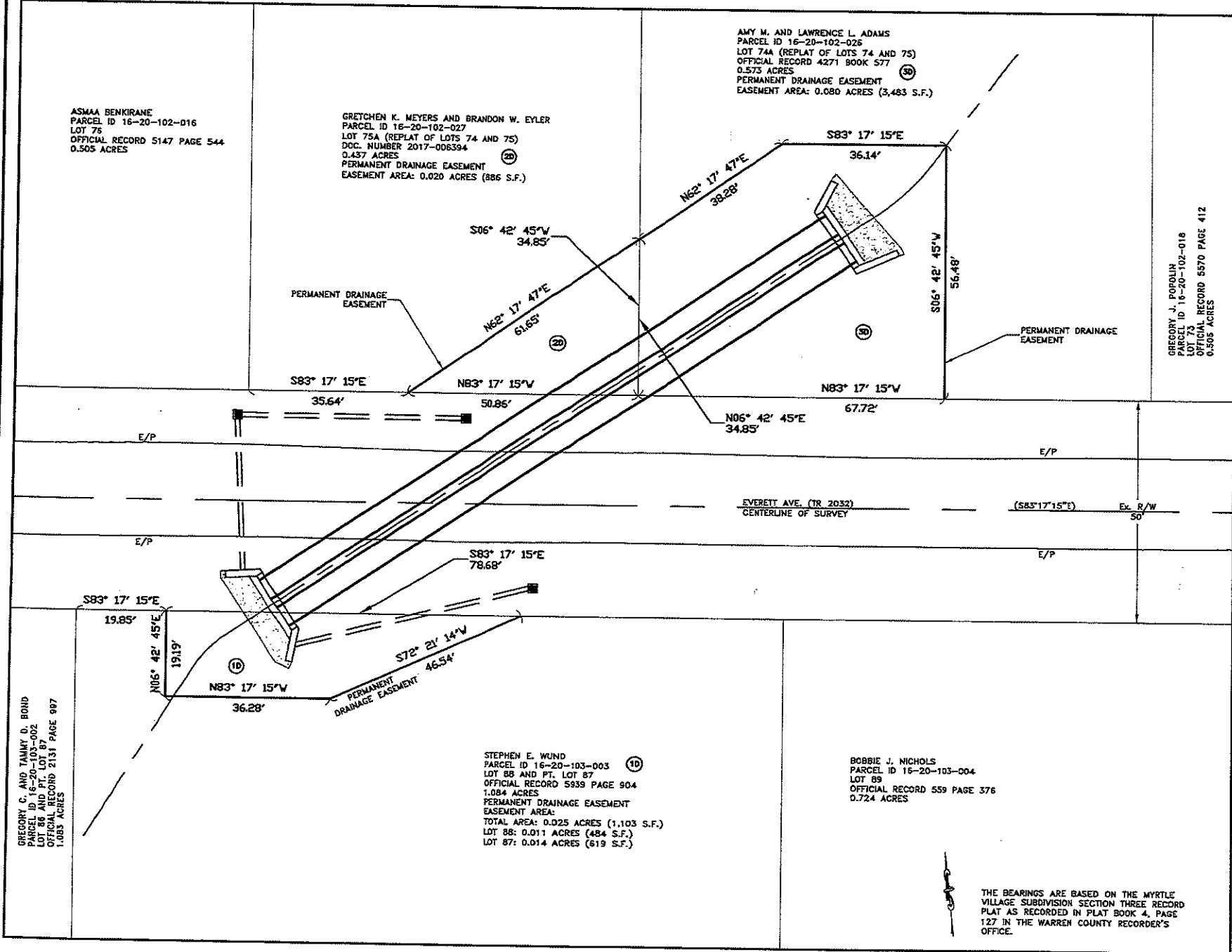
The bearings for this description are based on the Myrtle Village Subdivision Section Three Record Plat as recorded in Plat Book 4, Page 127 in the Warren County Recorder's Office.

This legal description was prepared based on the Myrtle Village Subdivision Section Three Record Plat Replat of Lots 74 and 75 as recorded in Plat Book 69, Page 100 in the Warren County Recorder's Office, on the Myrtle Village Subdivision Section Three Record Plat as recorded in Plat Book 4, Page 127 in the Warren County Recorder's Office, and on a survey that was completed by the Warren County Engineer's Office in August of 2011 for the Everett Avenue Bridge Replacement Project (Bridge No. 2032-0.23). This legal description was completed under the direction and supervision of Roy G. Henson (Ohio Registered Surveyor No. 8554) of the Warren County Engineer's Office, 210 W Main Street, Lebanon, Ohio.



Roy G. Henson
8/16/2018

EXHIBIT "B"



ASMAA BENKIRANE
PARCEL ID 16-20-102-016
LOT 75
OFFICIAL RECORD 5147 PAGE 544
0.505 ACRES

GRETCHEN K. MEYERS AND BRANDON W. EYLER
PARCEL ID 16-20-102-027
LOT 75A (REPLAT OF LOTS 74 AND 75)
DOC. NUMBER 2017-006394
0.437 ACRES
PERMANENT DRAINAGE EASEMENT
EASEMENT AREA: 0.020 ACRES (886 S.F.)

AMY M. AND LAWRENCE L. ADAMS
PARCEL ID 16-20-102-026
LOT 74A (REPLAT OF LOTS 74 AND 75)
OFFICIAL RECORD 4271 BOOK 577
0.573 ACRES
PERMANENT DRAINAGE EASEMENT
EASEMENT AREA: 0.080 ACRES (3,483 S.F.)

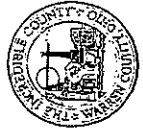
GREGORY J. POPOULIN
PARCEL ID 16-20-102-018
LOT 73
OFFICIAL RECORD 5570 PAGE 412
0.505 ACRES

GREGORY C. AND TAMMY D. BOND
PARCEL ID 16-20-103-002
LOT 88 AND PT. LOT 87
OFFICIAL RECORD 2131 PAGE 997
1.085 ACRES

STEPHEN E. WIND
PARCEL ID 16-20-103-003
LOT 88 AND PT. LOT 87
OFFICIAL RECORD 5939 PAGE 904
1.084 ACRES
PERMANENT DRAINAGE EASEMENT
EASEMENT AREA:
TOTAL AREA: 0.025 ACRES (1,103 S.F.)
LOT 88: 0.011 ACRES (484 S.F.)
LOT 87: 0.014 ACRES (619 S.F.)

BOBBIE J. NICHOLS
PARCEL ID 16-20-103-004
LOT 89
OFFICIAL RECORD 559 PAGE 376
0.724 ACRES

THE BEARINGS ARE BASED ON THE MYRTLE VILLAGE SUBDIVISION SECTION THREE RECORD PLAT AS RECORDED IN PLAT BOOK 4, PAGE 127 IN THE WARREN COUNTY RECORDER'S OFFICE.



210 W. Main Street
Lebanon, Ohio 45036
513 695 3201 Phone
513 695 7714 Fax

Warren County Engineer's Office
Neil F. Tunison, P.E., P.S.
Warren County Engineer

PROPOSED EASEMENT - EXHIBIT "B"

SECTION 20, TOWN 4, RANGE 2
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

SCALE	DATE	CHECKED BY	FILE	DRAWING NO.
1" = 30'	07/02/18	R2/H	18207-150	
DRAWN BY				
PROJECT NO.				

Requisitions ()

Requisitions Apking, Bobbi J.

New

Mass Allocate

Duplicate

Edit

Custom Interface

Notes

Menu

Attach (1)

Excel

Tools

Actions/ Approvers

Office

Release

My Approvals

Activate

Workflow

Return to Search

Search

Requisition: 2019/375

Released, Apking, Bobbi J., 02/26/2019

Total Cost: \$251.00

▼ Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year*	Requisition Number*	Created Date*	Type
2019	375	2019-02-26	(N) NORMAL ▼
Department*			Purchase order
(ENG) ENGINEER ... View			Needed by
Description			
ENG PERM EASE FOR THE EVERETT AVE BRIDGE REF			

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Receive by Amount

▼ Items (1)

Add Item

Line	Description	Qty	Unit Price	Line Total	GL Account
1	ENG PERMANENT EASEMENT FOR THE EVERETT AVE BRIDGE	1.00	\$251.00000	\$251.00	E (22023130-5320) CAPITAL PURCHASES

Notifications (1) Save Cancel

Resolution

Number 19-0282

Adopted Date March 05, 2019

WAIVE PERMIT FEES ASSOCIATED WITH RENOVATIONS OF RIVERS CROSSING
COMMUNITY CHURCH IN DEERFIELD TOWNSHIP

BE IT RESOLVED, to waive the permit fees associated with renovations to Rivers Crossing
Community Church located at 5937 Kings Island Drive in Deerfield Township; and

BE IT FURTHER RESOLVED that the Rivers Crossing Community Church will be responsible
for any surcharge that may be required by the State of Ohio.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Building/Zoning (file)
Rivers Crossing Community Church (jsharp@rivercrossing.com)

Resolution

Number 19-0283

Adopted Date March 05, 2019

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN AGREEMENT WITH ROBERT HALF TECHNOLOGY FOR SALARIED PROFESSIONAL SERVICES ON BEHALF OF WARREN COUNTY INFORMATION TECHNOLOGY

BE IT RESOLVED, to authorize the President of the Board to enter into an agreement with Robert Half Technology for salaried professional services; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Robert Half Technology
Information Technology (file)



February 19, 2019

Warren County Information Technology
Attn: Ben Clift
406 Justice Drive
Lebanon, OH 45036

Re: Additional Terms and Conditions

Dear Ben:

Thank you for selecting Robert Half Technology Salaried Professional Service (the "Division" or "we") to meet your staffing needs. Our professionals (each, an "Assigned Individual") will be assigned to Warren County Information Technology ("Client" or "you[r]") under the General Conditions of Engagement and Terms of Payment, the terms of which are incorporated herein ("T&Cs"). A completed copy of the T&Cs will be sent to Client separately upon the start date of each engagement.

This letter amendment confirms that Client and the Division agree that the T&Cs for the engagement of the Assigned Individual are amended as follows:

1. The section entitled "Time Sheet" under the Terms of Payment is hereby amended by deleting the sixth sentence of that section.

This letter amendment, including the T&Cs, constitutes the entire agreement of the parties relating to the subject matter hereof (the "Agreement"). This Agreement shall apply to the Robert Half Technology Salaried Professional Service division of Robert Half International Inc.'s branch located at 201 East Fifth Street, Suite 700, Cincinnati, OH 45202, and no other Robert Half International Inc. division or branch shall be bound hereunder. This Agreement will terminate one (1) year after the date set forth above. In the event of a conflict between the terms of this letter amendment and the T&Cs, this letter amendment will control. Except as amended by this letter amendment, all other terms of the T&Cs will remain in full force and effect. Please indicate Client's agreement with and acceptance of the T&Cs as modified herein by signing, or having your authorized representative sign, one (1) copy of this letter amendment and returning it to my attention. In addition, Client's signature on the Assigned Individual's timesheet will indicate Client's acceptance of the T&Cs (as modified herein). Any further modifications to the T&Cs must be in writing signed by both parties.

Please do not hesitate to contact us if you have any questions or if we can be of additional service. We appreciate the opportunity to work with you. Thank you for your business.

Respectfully,

Jill Crowe
District President

AGREED AND ACCEPTED:
Warren County Information Technology

By:
 Print Name: Shannon Jones
 Title: President **APPROVED AS TO FORM**

 Keith W. Anderson
 Asst. Prosecuting Attorney



February 25, 2019

Personal & Confidential
Warren County
Information Technology
Ben Clift
406 Justice Drive
Lebanon, OH 45036

Dear Ben,

Thank you for selecting Robert Half Technology Salaried Professional Service to meet your staffing needs. Michael Cole is scheduled to start with Warren County as a Software Engineer on 03-11-2019. As agreed, we will invoice your firm at the rate of \$82.00 per hour. If applicable, overtime will be billed at 1.00 times such rate. Please find the enclosed General Conditions of Engagement and Terms of Payment for your review.

Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the enclosed General Conditions of Engagement and Terms of Payment.

Robert Half Technology Salaried Professional Service specializes in the placement of highly skilled technology professionals on a long-term and project basis where continuity is essential. We are a division of Robert Half International Inc., the world's leader in specialized consulting and staffing services since 1948.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Cole', with a stylized flourish at the end.

Robert Half Technology Salaried Professional Service
201 East Fifth Street
Suite 700
Cincinnati, OH 45202
(800) 793-5533

GENERAL CONDITIONS OF ENGAGEMENT - SALARIED PROFESSIONALS

Thank you for your confidence in *Robert Half Technology Salaried Professional Service*. Our professional is assigned to you under the following General Conditions of Engagement and the enclosed Terms of Payment.

Scope of Engagement	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the engagement. You shall not permit our professional to perform services remotely (e.g., on premises other than your or your customer's premises), or using computers or other electronic devices, software or network equipment owned or licensed by our professional.</p> <p>It is expressly understood that our professionals are not authorized to sign contracts, statements, or binding agreements on your behalf or on behalf of <i>Robert Half Technology Salaried Professional Service</i>.</p>
Client's Responsibility	<p>You shall not permit or require our professional to make any final decisions on your behalf with regard to system design, software development, or acquisition of hardware or software, nor permit or require our professional to make any management decisions.</p> <p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require <i>Robert Half Technology Salaried Professional Service</i> to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings only if they are described in a signed, written amendment to these General Conditions of Engagement.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. Under no circumstances will you permit our professional to have contact with minors or with adults with reduced mental capacity. If this engagement is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the engagement. Under no circumstance will <i>Robert Half Technology Salaried Professional Service</i> be responsible for any claim related to the engagement, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the engagement.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Limitation on Liability	<p>We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).</p>
Insurance	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Engagement contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Engagement or to assume additional responsibilities other than those set forth in these General Conditions of Engagement.</p>

Date: 02-25-2019

**SALARIED PROFESSIONALS
TERMS OF PAYMENT**

Thank you for your confidence in *Robert Half Technology Salaried Professional Service*. Our professional for the engagement of a Software Engineer is Michael Cole. The engagement will start on 03-11-2019. As agreed or otherwise communicated, we will invoice your firm at the rate of \$82.00 per hour. Should you wish to use our professional for other engagements, please let us know. The hourly billing rate may then change to reflect the experience necessary to complete the engagement. Call *Robert Half Technology Salaried Professional Service* for any changes in the engagement. We request a minimum thirty (30) days notice prior to ending any engagement.

Our professional is assigned to you under the following Terms of Payment:

Guarantee	<i>Robert Half Technology Salaried Professional Service</i> guarantees your satisfaction with our professional's services by extending to you a 40 hours guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Robert Half Technology Salaried Professional Service</i> will not charge for the first 40 hours worked, provided that <i>Robert Half Technology Salaried Professional Service</i> replaces the individual assigned. Unless you contact us before the end of the first 40 hours guarantee period, you agree that our professional assigned is satisfactory.
Time Sheet	Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Engagement and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Robert Half Technology Salaried Professional Service</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	If applicable, overtime will be billed at 1.00 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 1.00 times the normal billing rate.
Hiring the Person Referred to You	Our professionals are full-time, salaried employees of <i>Robert Half Technology Salaried Professional Service</i> , and client are discouraged from directly hiring our professionals. You agree to seek our permission before you hire our professional. You also agree to pay a conversion fee if you hire our professional, regardless of the employment classification, on either a full-time, temporary (including temporary engagements through another agency) or consulting basis within twelve months after the last day of the engagement. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer. The conversion fee will equal 50% of the professional's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.
Employment Taxes and Withholdings	<i>Robert Half Technology Salaried Professional Service</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.
General Conditions	<i>Robert Half Technology Salaried Professional Service</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half Technology Salaried Professional Service</i> specifies. Our professional is also assigned to you under the General Conditions of Engagement, a copy of which has been provided. We reserve the right to re-assign our professional.

Date: 02-25-2019



February 25, 2019

Personal & Confidential
Warren County
Information Technology
Ben Cliff
406 Justice Drive
Lebanon, OH 45036

Dear Ben,

Thank you for selecting Robert Half Technology Salaried Professional Service to meet your staffing needs. Anthony Abrams is scheduled to start with Warren County as a Software Engineer on 03-11-2019. As agreed, we will invoice your firm at the rate of \$113.00 per hour. If applicable, overtime will be billed at 1.00 times such rate. Please find the enclosed General Conditions of Engagement and Terms of Payment for your review.

Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the enclosed General Conditions of Engagement and Terms of Payment.

Robert Half Technology Salaried Professional Service specializes in the placement of highly skilled technology professionals on a long-term and project basis where continuity is essential. We are a division of Robert Half International Inc., the world's leader in specialized consulting and staffing services since 1948.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to be 'Anthony Abrams', written over a faint, illegible typed name.

Robert Half Technology Salaried Professional Service
201 East Fifth Street
Suite 700
Cincinnati, OH 45202
(800) 793-5533

GENERAL CONDITIONS OF ENGAGEMENT - SALARIED PROFESSIONALS

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Scope of Engagement	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the engagement. You shall not permit our professional to perform services remotely (e.g., on premises other than your or your customer's premises), or using computers or other electronic devices, software or network equipment owned or licensed by our professional.</p> <p>It is expressly understood that our professionals are not authorized to sign contracts, statements, or binding agreements on your behalf or on behalf of <i>Robert Half Technology Salaried Professional Service</i>.</p>
Client's Responsibility	<p>You shall not permit or require our professional to make any final decisions on your behalf with regard to system design, software development, or acquisition of hardware or software, nor permit or require our professional to make any management decisions.</p> <p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require <i>Robert Half Technology Salaried Professional Service</i> to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings only if they are described in a signed, written amendment to these General Conditions of Engagement.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. Under no circumstances will you permit our professional to have contact with minors or with adults with reduced mental capacity. If this engagement is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the engagement. Under no circumstance will <i>Robert Half Technology Salaried Professional Service</i> be responsible for any claim related to the engagement, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the engagement.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Limitation on Liability	<p>We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).</p>
Insurance	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Engagement contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Engagement or to assume additional responsibilities other than those set forth in these General Conditions of Engagement.</p>

Date: 02-25-2019

**SALARIED PROFESSIONALS
TERMS OF PAYMENT**

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Our professional is assigned to you under the following Terms of Payment:

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Time Sheet	Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Engagement and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Robert Half Technology Salaried Professional Service</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	If applicable, overtime will be billed at 1.00 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 1.00 times the normal billing rate.
Hiring the Person Referred to You	Our professionals are full-time, salaried employees of <i>Robert Half Technology Salaried Professional Service</i> , and client are discouraged from directly hiring our professionals. You agree to seek our permission before you hire our professional. You also agree to pay a conversion fee if you hire our professional, regardless of the employment classification, on either a full-time, temporary (including temporary engagements through another agency) or consulting basis within twelve months after the last day of the engagement. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer. The conversion fee will equal 50% of the professional's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.
Employment Taxes and Withholdings	<i>Robert Half Technology Salaried Professional Service</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.
General Conditions	<i>Robert Half Technology Salaried Professional Service</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half Technology Salaried Professional Service</i> specifies. Our professional is also assigned to you under the General Conditions of Engagement, a copy of which has been provided. We reserve the right to re-assign our professional.

Date: 02-25-2019

Resolution

Number 19-0284

Adopted Date March 05, 2019

ACCEPT AND APPROVE THE SETTLEMENT AND GENERAL RELEASE AGREEMENT AND THE SELF INSURED JOINT SETTLEMENT AGREEMENT AND RELEASE BY AND BETWEEN CASSIDY COOK AND WARREN COUNTY RELATIVE TO BWC CLAIM #15-865590

WHEREAS, upon consideration of present and future circumstances of the compensation and benefits associated with BWC Claim #15-865590, the Board of County Commissioners agrees to the settlement terms as stipulated on the Settlement And General Release Agreement and Self Insured Joint Settlement Agreement and Release; and

NOW THEREFORE BE IT RESOLVED, to accept and approve the Settlement and General Release Agreement and Self Insured Joint Settlement Agreement and Release; as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Cook, Cassidy
OMB (file)
Careworks/ York Risk Services
Tammy Whitaker, OMB

SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Agreement is made by and between WARREN COUNTY ("Employer") and CASSIDY COOK ("Employee") (collectively "the Parties").

WHEREAS, Employee has a pending workers' compensation claim against Employer, assigned claim number 15-865590 (for date of injury 12/10/2015) by the Ohio Bureau of Workers' Compensation (the "Workers' Compensation Claim"), which is the subject of a court action in the Warren County Court of Common Pleas, captioned Cassidy V. Cook v. Sarah D. Morrison, et al., Case No. 19CV91854 ("the Action"); and

WHEREAS, Employer and Employee desire to settle all differences and controversies between them, including, but not limited to any and all claims arising out of or in any way related to the Employee's employment or separation from employment with Employer; and

WHEREAS, as of the date hereof Employer and Employee are entering into a final settlement of the Workers' Compensation Claim and are filing a Settlement Agreement (the "Workers' Compensation Settlement Agreement"), which is incorporated by reference as if fully re-written herein, with the Industrial Commission of Ohio ("IC").

NOW THEREFORE, in consideration of the mutual undertakings herein, Employer and Employee agree as follows:

1. Upon dismissal of the Action with prejudice and the expiration of any approval period with respect to the Workers' Compensation Settlement Agreement that is required by law without rejection of the Workers' Compensation Settlement Agreement, Employer will pay to Employee the sum of One Thousand Dollars and no cents (\$1,000.00), in addition to the amounts being paid to Employee under the Workers' Compensation Settlement Agreement, the receipt and sufficiency of which is hereby acknowledged. In consideration of the payments made by Employer to Employee under this paragraph, Employee agrees not to sue and/or be a party to any proceedings of any kind or nature against Employer except as required by law. Pursuant to legal authority existing at the time of this Agreement, the Parties believe in good faith that this lump sum payment, in addition to the payment being made under the Workers' Compensation Settlement Agreement, is being made on account of personal physical injuries suffered by Employee and is therefore not subject to taxation or any withholding or deductions by Employer as Employee's employer. As a settlement of a bona fide legal claim and not as payment of amounts that would have been deferred or paid regardless of such claim, any payment hereunder is intended to be exempt from application of Internal Revenue Code Section 409A. Regardless, Employee agrees that Employee is solely responsible for any tax liabilities, penalties and interest which may result from Employee's receipt of the lump sum payment made under this Agreement and agrees that Employer shall bear no responsibility for and that Employee will defend and hold harmless Employer from any such tax liabilities, penalties or interest which may be so assessed against Employee. Employee further agrees that Employer shall not be required to pay any further sums to Employee for any reason even if the tax liabilities and consequences to Employee are ultimately assessed in a fashion which Employee does not presently anticipate.

2. a. Subject to paragraphs 2(b) and 2(c) below, on behalf of Employee and Employee's heirs, executors, successors, assigns and representatives, Employee hereby covenants not to sue and hereby irrevocably and unconditionally releases and forever discharges Employer, its related entities, and their respective employees, predecessors, successors, assigns, agents, attorneys, trustees, trusts, trust beneficiaries, officers, directors, partners, joint venturers, stockholders and insurers (collectively "the Releasees") of and from any and all claims, demands, actions and causes of action (collectively, the "claims"), whether known or unknown or unforeseen, including, but not limited to, any and all claims in any way based upon or related to Employee's employment or separation from employment with Employer including, but not limited to, any claims for breach of contract, implied contract, promissory estoppel, tortious conduct, Violation of a Specific Safety Requirement, claims for violation of public policy, or claims arising under any applicable collective bargaining agreement or under any federal or state statute or law or local ordinance. If Employee or anyone claiming through Employee brings any suit or claim against Releasees in breach hereof, Employee shall pay to Releasees all losses, costs or damages caused thereby, together with reasonable attorneys' fees incurred in defending or otherwise responding to said suit or claim.

b. On behalf of Employee and Employee's heirs, executors, agents, administrators, successors, assigns and representatives, Employee specifically waives any right or claim under federal or state statute or law or local ordinance, including but not limited to: the Americans with Disabilities Act ("ADA") as amended; the Family and Medical Leave Act ("FMLA"); Title II of the Genetic Information Nondiscrimination Act of 2008 ("GINA"); Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Employees Retirement Income Security Act ("ERISA"); 42 U.S.C. § 1981; 29 U.S.C. § 206(d)(1); Section 503 and 504 of the Rehabilitation Disabilities Act; the Worker Adjustment and Retraining Notification Act; the Uniformed Services Employment and Reemployment Rights Act; the Fair Credit Reporting Act ("FCRA"); the Equal Pay Act; Ohio Revised Code Chapter 4112; Ohio Revised Code § 4123.90; Ohio's fair employment practices statutes; any other federal, state or local law dealing with employment discrimination; and any federal or state "Whistleblower" law, existing as of the date of this Agreement. Employee warrants and represents that she is under 40 years of age.

c. This Agreement shall not affect Employee's entitlement to, or claims arising out of, any employee benefit plans or programs of Employer, which may be payable now or in the future to Employee.

3. Pursuant to 42 U.S.C. 1395y(b) and the May 23, 2003 memorandum issued by the U.S. Department of Health and Human Services, this Agreement does not contain a Medicare Set Aside. Employee warrants that she is not receiving Medicare; that she is not reasonably expected to become a Medicare beneficiary within 30 months of the effective date of the Workers' Compensation Settlement Agreement; and the amount of the Workers' Compensation Settlement Agreement is less than \$250,000. Employee agrees that Employee is solely responsible for any liabilities, penalties and interest which could be assessed by Medicare and agrees that Employer shall bear no responsibility for and that Employee will defend and hold harmless Employer from any such tax liabilities, penalties or interest which may be so assessed against Employee.

4. Nothing in this Agreement or the Workers' Compensation Settlement Agreement shall be construed or interpreted as constituting an admission of any liability or wrongdoing by Employer and/or its related entities for any claim, including, but not limited to discrimination or retaliation, or an acceptance by Employer of any particular conditions in the Workers' Compensation Claim. Further, this Agreement is entered into solely for the purpose of compromising disputed claims and shall not be used for any other purpose.

5. Employee agrees that she will not disparage or interfere with Employer, or any related entity, their respective operations, employees, officers, directors, partners or vendors. Employee further agrees that Employee will not disclose to anyone any trade secrets or other confidential information that Employee learned or received while employed by Employer.

6. Employee agrees that she has not relied on any representations or inducements in entering into this Agreement, other than as specifically stated herein.

7. Employee agrees that she will not at any time apply for or otherwise seek employment with Employer, or any related entity, and further agrees that Employer shall have no obligation to consider any application that Employee may submit in violation of this provision.

8. The Parties agree and stipulate that post-settlement interest shall not be payable under this Agreement or the Workers' Compensation Settlement Agreement.

9. Employee agrees that she has had a full opportunity to consult with her personal advisor(s) concerning this Agreement and that she is voluntarily accepting and signing this Agreement.

10. This Agreement and the Workers' Compensation Settlement Agreement constitute the entire agreement between the Parties and cannot be modified except in a writing signed by all the Parties.

11. Each of the paragraphs of this Agreement shall stand independently and severally, and the invalidity of any one paragraph or portion shall not affect the validity of any other provision. In the event any provision shall be construed to be invalid, no other provision of this Agreement shall be affected.

12. This Agreement shall be construed in accordance with Ohio law.

[Signatures on following page]

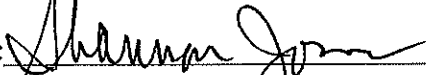
IN WITNESS WHEREOF, the Parties have executed this Settlement and General Release Agreement.

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

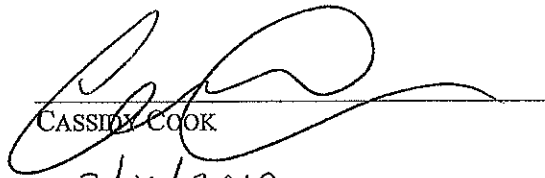
WARREN COUNTY

BY: 

ITS: President

DATE: 3/5/19

I HAVE READ, UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS SETTLEMENT AND GENERAL RELEASE AGREEMENT.



CASSIDY COOK

2/11/2019
DATE

Resolution

Number 19-0285

Adopted Date March 05, 2019

**APPOINT COMMITTEE TO REVIEW ENGINEERING QUALIFICATIONS FOR THE
PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN
OF IMPROVEMENTS TO THE SYCAMORE TRAILS WASTEWATER TREATMENT PLANT**

WHEREAS, Sections 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

WHEREAS, with the adoption of Resolution No. 18-1392 on September 4, 2018 the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested consulting firms for improvements to the Sycamore Trails Wastewater Treatment Plant

WHEREAS, the County Sanitary Engineer requests this board appoint a committee comprised of three (3) to five (5) members to review the submittals, with the size of committee to be determined based on the availability of the members; and

WHEREAS; the County Sanitary Engineer recommends said committee be comprised of the Superintendent of Wastewater Treatment, the Chief Wastewater Operator for the South Facilities, Deputy Sanitary Engineer, Sanitary Engineer, and Water & Sewer Staff Engineer; and

WHEREAS, the committee will evaluate the submittals and present recommendations to the Warren County Board of Commissioners at its conclusion, in accordance with the process outlined in the published Request for Qualifications; and


NOW THEREFORE BE IT RESOLVED, to appoint the committee to review engineering qualifications for the procurement of professional engineering services related to the design of improvements to the Sycamore Trails Wastewater Treatment Plant.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File

Resolution

Number 19-0286

Adopted Date March 05, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/26/19 and 2/28/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor

Resolution

Number 19-0287

Adopted Date March 05, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 1 SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-005 (P/S)
Development	:	Kerrisdale, Section 1
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$312,943.48
Surety Company	:	The Hanover Insurance Company (#1075025)

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

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

Resolution adopted this 5th day of March 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)**

Security Agreement No.

Bond #1075025

19-005 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$1,155,868.76, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$240,725.75; 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 \$312,943.48 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 One (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
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 \$231,173.75 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:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513) 248-5400

D. To the Surety:

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653

Ph. (214) 750 -3904

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)

XX **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.**

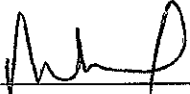
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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:

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

SIGNATURE: 

PRINTED NAME: Mark Kirkendall

TITLE: VV Housing & Land Controller

DATE: 2/20/19

SURETY:

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

SIGNATURE: 

PRINTED NAME: Stephanie McQuillen

TITLE: Attorney-In-Fact

DATE: February 20, 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 19-0207, dated 3/5/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 3/5/19

RECOMMENDED BY:

By: Neil F. Tunison / K M
COUNTY ENGINEER

APPROVED AS TO FORM:

By: CMW
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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of May, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



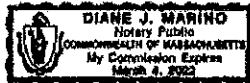
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of May, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20th day of February 2019

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

Resolution

Number 19-0288

Adopted Date March 05, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 1, SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-004 (W/S)
Development	:	Kerrisdale Subdivision, Section 1
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$49,246.94
Surety Company	:	The Hanover Insurance Company (#1075024)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC; 9349 Waterstone Blvd, Suite 100; Cincinnati, OH 45249
The Hanover Insurance Company; 440 Liconln Street; Worchester, MA 01653
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

Bond #1075024 19-004 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$492,469.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of Zero (\$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 Zero (\$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 One (1) 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 \$49,246.94 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:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

The Hanover Insurance Company _____

440 Lincoln Street _____

Worcester, MA 01653 _____

Ph. (214) 750 -3904 _____

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.**

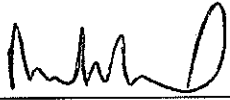
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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:

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

SIGNATURE: 

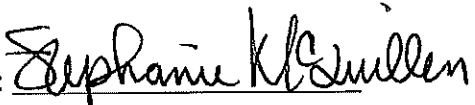
PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 2/20/19

SURETY:

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

SIGNATURE: 

PRINTED NAME: Stephanie McQuillen

TITLE: Attorney-in-Fact

DATE: February 20, 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 19-0289, dated 3/5/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 3/5/19

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of May, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

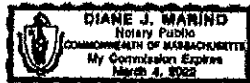


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of May, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20th day of February 2019

CERTIFIED COPY

Theodore G. Martinez, Vice President

Resolution

Number 19-0289

Adopted Date March 05, 2019

APPROVE VARIOUS RECORD PLATS

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

- Kerrisdale Subdivision Section 1 – Deerfield Township
- Kerrisdale Subdivision Section 1 Easement Plat– Deerfield Township

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 19-0290

Adopted Date March 05, 2019

ACCEPT AMENDED CERTIFICATE, AND APPROVE SUPPLEMENTAL
APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #2293

WHEREAS, the Warren County Sheriff's Office has indicated they have received additional revenue to the amount of \$20,000.00 in Sheriff's Office Fund #2293; and

WHEREAS, in order to expend said funds a supplemental appropriation is necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate in the amount of \$20,000.00 and approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #2293:

\$20,000.00 into 22932200 5400 (Purchased Services)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
Sheriff (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0291

Adopted Date March 05, 2019

APPROVE AN OPERATIONAL TRANSFER FROM MOTOR VEHICLE FUND #2202 INTO STATE OPWC LOAN FUND #3360

BE IT RESOLVED, to approve the following operational transfer:


\$112,715.70	from	22023120-5997	(Operational Transfer)
	into	3360-49000	(Operational Transfer)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer File
Engineer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0292

Adopted Date March 05, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION INTO COUNTY COMMISSIONERS'
FUND #11011110

BE IT RESOLVED, to approve the following supplemental appropriation:

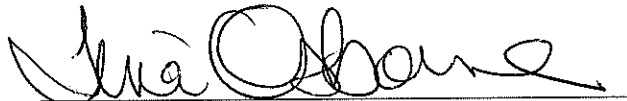
\$11,850.00 into #11011110-5830 (Worker's Comp)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Commissioners' file
OMB

Resolution

Number 19-0293

Adopted Date March 05, 2019

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO GRANTS ADMINISTRATION
FUND #2265

WHEREAS, the several budget request did not convert to new system, and

WHEREAS, it is necessary to have appropriations in place to operate the Grants Administration,
and

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

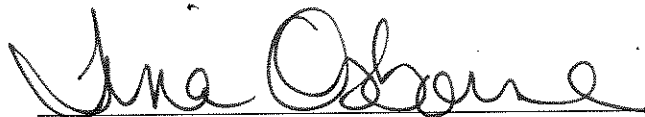
\$	68,000.00	into	22653410-5102	(Regular Salaries)
\$	1,250.00	into	22653410-5210	(Materials & Supplies)
\$	400.00	into	22653410-5940	(Travel)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Supplemental App. file
OGA (file)

Resolution

Number 19-0294

Adopted Date March 05, 2019

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 5,900.00 into 22892326-AAEXPENSE 22891224 – 5210 (Materials and Supplies)
\$15,000.00 into 22892327-AAEXPENSE 22891224 – 5210 (Materials and Supplies)
\$ 2,850.00 into 22892328-AAEXPENSE 22891224 – 5210 (Materials and Supplies)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0295

Adopted Date March 05, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 10,000.00 into 22892405-AAEXPENSE 22891227-5210 (Materials & Supplies)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 19-0296

Adopted Date March 05, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO FAIRGROUNDS CONSTRUCTION
PROJECT FUND #4498

BE IT RESOLVED, to approve the following supplemental appropriation:

\$304,179.25 into #44982000-AAEXPENSE 44983740-5410 (Commissioner Contracts)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Fairgrounds (file)
T Zindel

Resolution

Number 19-0297

Adopted Date March 05, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO PROPERTY AND CASUALTY
INSURANCE FUND #6637

BE IT RESOLVED, to approve the following supplemental appropriation:


\$40,000.00 into #66371113-5910 (Commissioners Insurance – Other Expense)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

Resolution

Number 19-0298

Adopted Date March 05, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO RECORDER'S OFFICE FUND #11011160

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Recorder's Office Fund #11011160 in order to process a vacation leave payout for Matt Stephens former employee of Recorder's Office:

\$1,238.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011160-5882	(Recorder's Office - Vacation Leave Payout)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0299

Adopted Date March 05, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO GARAGE FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Garage Fund #11011620 in order to process a vacation leave payout for Jason Green former employee of Garage:

\$522.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011620-5882	(Garage - Vacation Leave Payout)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Garage (file)
OMB

Resolution

Number 19-0300

Adopted Date March 05, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office Fund #11012200 in order to process a vacation leave payout for Kyle Turner former employee of Sheriff's Office:

\$489.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012200-5882	(Sheriff's Office - Vacation Leave Payout)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0301

Adopted Date March 05, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office Fund #11012210 in order to process a vacation leave payout for Tyler Demmien former employee of Sheriff's Office:

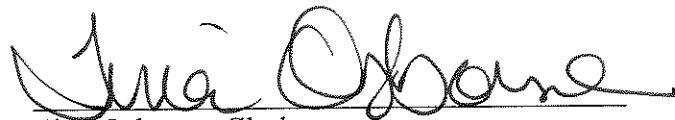
\$1,406.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office - Vacation Leave Payout)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0302

Adopted Date March 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#11011240

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,000.00 from #11011240-5410 (BOCC Contracts Approval)
 into #11011240-5850 (Training)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 19-0303

Adopted Date March 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

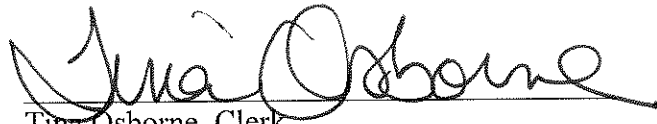
\$50,000.00 from #11011300-5320 (Capital Purchases
into #11011300-5317 (Non Capital Purchase)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Board of Elections (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0304

Adopted Date March 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment:


\$20,000.00 from #11011600-5210 (Material & Supplies)
into #11011600-5400 (Purchased Services)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0305

Adopted Date March 05, 2019

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 329.00 from #11012300-5910 (Other Expense)
 into #11012300-5317 (Non Capital Purchases)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 19-0306

Adopted Date March 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2258

WHEREAS, an appropriation adjustment is necessary for payment of Workers Compensation; and

NOW THEREFORE BE IT RESOLVED, to approve an appropriation adjustment within the OhioMeansJobs Warren County Fund # 2258.

\$ 1,500.00 from #22585800-5910 (Other Expense)
into #22585800-5830 (Workers Compensation)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

kh/

cc: Auditor
Appropriation Adjustment File
OhioMeansJobs (file)

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

Resolution

Number 19-0307

Adopted Date March 05, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND #2271

BE IT RESOLVED, to approve the following appropriation adjustment:

\$20.00 from #22711150-5910 (Other Expense)
 into #22711150-5830 (Workers Compensation)

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

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

Resolution adopted this 5th day of March 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CSM\

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)