

Resolution

Number 19-1439

Adopted Date October 29, 2019

ACCEPT RESIGNATION OF SAMANTHA GRAY, CUSTOMER ADVOCATE I, WITHIN OHIOMEANSJOBS WARREN COUNTY, EFFECTIVE NOVEMBER 6, 2019

BE IT RESOLVED, to accept the resignation, of Samantha Gray, Customer Advocate I within OhioMeansJobs Warren County effective November 6, 2019.

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: OhioMeansJobs (file)
S. Gray's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 19-1440

Adopted Date October 29, 2019

AUTHORIZE THE POSTING FOR "CUSTOMER ADVOCATE I" POSITION, WITHIN OHIOMEANSJOBS WARREN COUNTY, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Customer Advocate I" position within OhioMeansJobs Warren County; and

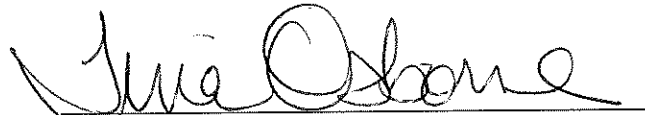
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Customer Advocate I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning October 30, 2019.

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)
OMB Sue Spencer

Resolution

Number 19-1441

Adopted Date October 29, 2019

TEMPORARILY RECLASSIFY AMBER VALENTINE TO THE POSITION OF PROTECTIVE SERVICES SUPERVISOR WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, due to the extended medical leave of a current Protective Services Supervisor the director and deputy director have requested to temporarily reclassify Ms. Valentine to Protective Services Supervisor; and

NOW THEREFORE BE IT RESOLVED, to temporarily reclassify Amber Valentine as Protective Services Supervisor, effective pay period beginning October 26, 2019; and

BE IT FURTHER RESOLVED, to approve a temporary pay increase for Amber Valentine, said hourly wage to be \$1,976.68 bi-weekly, pay period beginning October 26, 2019.

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
A. Valentine's Personnel file
OMB-Sue Spencer

Resolution

Number 19-1442

Adopted Date October 29, 2019

REJECT BIDS RECEIVED FOR THE FY19 HARVEYSBURG STORM SEWER CDBG PROJECT

WHEREAS, bids were received by the Board of Commissioners for the Harveysburg Storm Sewer CDBG Project on Tuesday, October 22, 2019 @ 9:00 a.m.; and

WHEREAS, the bids received were 10% over the engineer's estimate, so all the bids submitted for this project have been rejected; and

NOW THEREFORE BE IT RESOLVED, to reject all bids received for the FY19 Harveysburg Storm Sewer CDBG Project, and to re-advertise for said project at a later date.

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: OGA (file)
OMB Bid file

Resolution

Number 19-1443

Adopted Date October 29, 2019

ENTER INTO A CONSULTING AGREEMENT WITH JONATHAN MARKER, WEATHER VUE PRO LLC ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a consulting agreement with Jonathan Marker, Weather Vue Pro LLC, for customized weather condition services on behalf of the Warren County Engineer's Office. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Marker, Jonathan – Weather Vue Pro LLC
Engineer (file)

CONSULTING AGREEMENT

This Agreement for weather consulting service ("Service") is hereby made by and between Jonathan Marker of Weather Vue Pro LLC located at 1703 US 35 East, Eaton, Ohio 45320 ("Consultant") and the Warren County Board of Commissioners on behalf of the Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio 45036 ("Client").

1. DESCRIPTION OF SERVICES

The Client agrees to receive a consulting package that includes:

- A. Daily (Monday-Friday) customized forecasts and updates will be sent via email. Weekend and holiday updates will be sent if weather conditions warrant.
- B. On-call via phone call or text messaging for any questions or concerns.
- C. Monthly and seasonal weather outlooks.

2. TERM

This Agreement and Service will become effective on November 1, 2019 and remain in effect until the completion of this Service on April 30, 2020.

3. COMPENSATION

The Client agrees to provide payment to the Consultant of \$ 2,495.00 for the Service. Consultant will submit invoicing to the Client. Payment due date will be listed on the invoice.

4. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor with respect to the Client and not an employee. No part of Consultant's compensation will be subject to withholding by the Client for the payment of any benefits, social security, federal, state, or any other employee payroll taxes.

5. CONFIDENTIALITY

The Client and its users agree that all materials are property of Weather Vue Pro LLC and may not copy, redistribute, or profit from any Service to a third party during the term of this Agreement, unless the Client has obtained the Consultant's written consent. Any unauthorized redistribution or profit by the Client could result in termination of Service.

The Consultant and Client agree not to share or redistribute any information such as business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other information whether written, oral, or otherwise confidential in nature.

With the exception that it shall not be deemed a violation of this section if Client is compelled to share relevant public records to Ohio Public Records Laws. If Client must share public records relevant to this agreement pursuant to the laws of the State of Ohio, Client will provide notice to Consultant.

6. DISCLAIMER OF WARRANTIES

Consultant has the knowledge and experience to perform the services required by this agreement, but does not warrant the accuracy of the results obtained through the use of this Service. Client acknowledges that weather forecasting is not an exact science and that the Consultant is not responsible for any damages and has no control over Client's actions in response to the forecasts and information received. Consultant makes no warranties regarding the availability, functionality, or serviceability of its services, but agrees to take all steps necessary to promptly repair any problems.

7. TERMINATION

Early termination of this Service by the Client, with or without cause, must give sixty (60) days prior written notice of termination. The Client agrees to pay the Consultant for the Service received until the date of termination. The Consultant may terminate or suspend the Service upon breach of these terms.

8. NON-DISCLOSURE

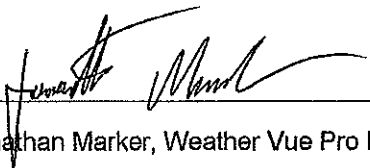
Consultant agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person and that upon termination of this agreement it will turn over to Client all documents, papers, and other matters in its possession or control that relates to Client. Consultant further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

9. FORCE MEJEURE

This Agreement is subject to cancellation or change on written notice to either party in the event of causes beyond reasonable control, including without limitation acts of God or war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, and the like.

10. ENTIRE AGREEMENT AND NOTICE

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

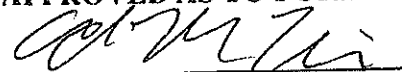

Jonathan Marker, Weather Vue Pro LLC

Date: 10/16/19


Warren County Board of Commissioners

Date: 10/29/19

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 19-1444

Adopted Date October 29, 2019

APPROVE THE AREA 12 DATA SHARING AND CONFIDENTIALITY AGREEMENT WITH THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS) ON BEHALF OF THE AREA 12 WORKFORCE INVESTMENT BOARD AND OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, and OhioMeansJobs Warren County, does hereby approve and execute an agreement with Ohio Department of Job and Family Services, as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – ODJFS
c/a – Butler County
c/a – Clermont County
Area 12 WIB (file)
OhioMeansJobs (file)

**DATA SHARING AND CONFIDENTIALITY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
LOCAL WORKFORCE DEVELOPMENT AREA 12**

D-2021-15-0281

This Agreement is entered into by and between the State of Ohio, Department of Job and Family Services (ODJFS) and representatives of Local Workforce Development Area 12. The representatives include the Butler, Clermont, and Warren County Board of Commissioners, who are the Chief Elected Officials of the Local Area, the Workforce Investment Board of Butler, Clermont and Warren Counties (LWDB) The representatives will be referred to jointly as AREA.

LWDB are considered agents of the Chief Elected Officials for purposes under this Agreement. The Chief Elected Officials will be responsible for LWDB use of the ODJFS data that will be shared under this Agreement.

DEFINITIONS

- A. **Agent (of a Public Official):** With respect to the federal confidentiality regulations for Unemployment Insurance information (20 CFR 603.5(f)), it is an entity that receives confidential data on behalf of a "public official", defined in Section I, below. The public official remains responsible for the agent's use of the confidential data.
- B. **Chief Elected Officials:** When used in reference to a Local Area, it is the chief elected executive officers of the units of general local government in a local area.
- C. **Local WIOA Plan:** The local workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the Local Area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Combined WIOA Plan that will achieve performance goals.
- D. **Local Workforce Development Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- E. **Local Workforce Development Board (LWDB):** The board appointed by a local area's chief elected officials per WIOA Section 107 to be responsible for administration and oversight of the local area workforce development system.
- F. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which programs funded under WIOA and other workforce programs and services are delivered in a local area.
- G. **OhioMeansJobs.com System:** Ohio's electronic self-service system for labor exchange, jobs, resumes and career guidance serving veterans, students, and adults.
- H. **OhioMeansJobs Centers:** The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA.
- I. **Public Officials:** Per Title 20, Part 603.2(d) of the Code of Federal Regulations (CFR), an official, agency, or public entity within the executive branch of federal, state, or local government with the responsibility for the administration or enforcement of a law; or an elected official in the federal, state, or local government. Local Workforce Development Boards, Board members, and OhioMeansJobs center staff members do not meet the definition of "public officials" under 20 CFR 603.2(d).

- J. **Reemployment and Eligibility Assessment (RESEA) Program:** Reemployment services program mandated for UI Claimants who are likely to exhaust benefits and who have been selected for participation. Required activities include orientation, registration in OhioMeansJobs.com, assessment of UI eligibility, and a face-to-face interview.
- K. **State WIOA Plan:** The combined state workforce plan developed in accordance with WIOA Section 103, and approved by DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- L. **Unemployment Insurance (UI) Claimant Data:** Data about individuals who are unemployed and who have applied for UI benefits or who are currently receiving UI benefits.
- M. **Unemployment Compensation Reemployment Services (UCRS):** Reemployment services for UI Claimants deemed likely to exhaust UI benefits. Required services include orientation and registration in OhioMeansJobs.com.
- N. **Wage Record Data:** Employee wage data from employers that is collected and maintained by the ODJFS Office of Unemployment Insurance Operations. The wage record data is used to compute claimants' monetary entitlement for unemployment benefits, to cross-match with data from other government programs for fraud or abuse detection, for performance accountability, to enhance employment and training opportunities, and to assist with income and eligibility verification of individuals filing for benefits under Temporary Assistance to Needy Families, Medicaid, and Food Stamps.
- O. **Workforce Case Management System (WCMS):** An ODJFS application system used only by workforce professionals to enter and track data on local workforce development activities and participants.
- P. **Workforce Innovation and Opportunity Act (WIOA):** Enacted in July, 2014, to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.

ARTICLE I - PURPOSE AND LEGAL AUTHORITY

- A. The purpose of this Agreement is to provide AREA with Wage Record information and Unemployment Insurance (UI) Claimant data that AREA will be authorized to use exclusively for the purposes stated below. AREA expressly understands that use of Wage Record or UI Claimant data for any other purpose will require AREA to submit a separate data request to ODJFS and, if approved, ODJFS will execute a separate data-sharing agreement with AREA for that specific purpose.
 - 1. Wage Records may be used to measure local area performance against local performance accountability standards.
 - 2. UI End of Benefits reports may be used to conduct outreach to UI Claimants who have nearly exhausted their claims.
 - 3. UCRS/RESEA Early Intervention Reports may be used to determine dislocated worker eligibility and to conduct outreach. Claimants selected to receive RESEA services will not be included in the reports.
- B. AREA will provide bi-annual narrative reports to ODJFS that describe all uses of the ODJFS data, how use of the data has been beneficial to the local workforce development system, and what, if any issues are encountered with respect to the use of the data. In addition, AREA will identify the data files deemed no longer needed and will attest that all copies of those files have been effectively destroyed in accordance with Article IV of this Agreement.
- C. The release of this information is authorized by 20 CFR 603.5(e) and (f), ORC Sections 4141.13, 4141.21, and 4141.43 and by Sections 4141-43-01 and 4141-43-02 of the Ohio Administrative Code (OAC).
- D. The ODJFS Agreement Manager is Sara Ballard, or successor, who will be the ODJFS primary point of contact for purposes under this Agreement.

ARTICLE II – RECORDS DESCRIPTION AND METHOD OF TRANSFER**A. Wage Records:**

1. **Wage Records:** On a quarterly basis, ODJFS will extract Wage Record information on Local Area OhioMeansJobs center customers contained in WCMS from the LEHD (Longitudinal Employer-Household Dynamics) data files to create a wage record report, which will be submitted to the AREA via secure email in a format mutually agreed upon by both parties. The wage record report will contain the following data elements for each Local Area OhioMeansJobs center customer:
 - a. First and Last Name;
 - b. Last 4 digits of each individual's Social Security Number (SSN)
 - c. WCMS Seeker identification number;
 - d. WIOA Area Number
 - e. Area Office Name
 - f. Year the information was reported to UC;
 - g. Quarter in which the information was reported to UC;
 - h. Wages;
 - i. Weeks in which individual had reported earnings;
 - j. North American Industry Classification System (NAICS) code; and
 - k. NAICS title.
2. AREA staff will use the names, last 4 digits of the SSNs, and/or the WCMS Seeker identification numbers from the wage record reports to locate AREA OhioMeansJobs Center customer records in WCMS and assess the impact of services provided by AREA. The Wage Record data may not be used to identify OhioMeansJobs Center customers registered and tracked in a system other than WCMS. To obtain a Wage Record match with records that are part of a system other than WCMS, or for a special project or program, AREA must submit a data research request to the ODJFS Office of Unemployment Insurance Operations.

B. UI Records: The UI data files listed below will be from the Ohio Job Insurance (OJI) system.

1. **UI End of Benefits Report:** On a monthly basis, ODJFS will send AREA a report that lists the UI Claimants who are within four weeks of exhausting their UI Benefits. The data in the report will be exclusive to UI Claimants in AREA counties and will include:
 - a. UI Claimant First and Last Name;
 - b. UI Claimant Address (City, State, Zip Code, and alternate address-if applicable);
 - c. UI Claimant County;
 - d. UI Claimant Telephone Number;
 - e. UI Claimant Email address;
 - f. UI Claimant Date of Birth; and
 - g. UI Claimant Identification Number.

2. **Early Intervention (UCRS/RESEA):** ODJFS will send AREA a report on a monthly basis that includes the following information on each UI Claimant residing in AREA:
 - a. First and Last Name;
 - b. Address (City, State, Zip Code, and alternative address, if applicable);
 - c. County of Residence;
 - d. Telephone Number;
 - e. Email Address;
 - f. UC Claimant Identification Number;
 - g. Date of Birth;
 - h. Onet Code 1, Onet Title 1 (Previous Occupation);
 - i. Onet Code 2, Onet Title 2 (Desired Occupation); and
 - j. Onet Code 3, Onet Title 3 (Second Desired Occupation).
- C. **Data Preparation:** ODJFS will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and OIT Bulletin ITB-2007.02, Data encryption and securing sensitive data; and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations, April 2013 (includes updates as of January 15, 2014), 460 pp <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>. AREA expressly agrees that no ODJFS data will be stored in a portable format (e.g. tape, laptop, flash/USB drive, etc.).
- D. **Data Transfer:** All data exchanges under this Agreement will be made via secure email. However, it is anticipated that the data will be accessible to AREA via a report that can be retrieved via the Workforce Case Management System or its successor. At which time, AREA will be instructed on how to request access to the reports for its authorized users without the need to formally amend this Agreement as long as the reports include only the data variables authorized herein and listed in Sections A and B, above.
- E. **AREA Contacts:** AREA will identify a staff member who will receive the data provided hereunder and who will serve as the primary point of contact for all matters relevant to the ODJFS data and this Agreement. AREA will also identify an AREA staff member who will serve as the backup contact that will be authorized to receive the data and serve as the contact in the absence of the primary contact. AREA will provide the name, address, phone number, and email address of the primary and backup contacts.

ARTICLE III – VERIFICATION PROCEDUES

ODJFS makes no guarantee as to the accuracy or currency of the information provided to AREA pursuant to this Agreement.

ARTICLE IV – DISPOSITION OF OBTAINED INFORMATION

- A. Records obtained from ODJFS must be maintained in a separate database and be clearly identifiable as the records of ODJFS. The records obtained from ODJFS may not be merged with or mingled with data of AREA for storage or for any purpose.
- B. Area will review the ODJFS data files bi-annually to determine if any files are no longer needed. Area will effectively destroy the data files that are no longer needed via secure erasure program or other means that complies with NIST SP 800-53 Rev. 4 <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.80053r4.pdf> within 30 days of the date of the review. This includes all copies maintained by authorized staff in the local area. Area will include written affirmation of the destruction to ODJFS in the bi-annual report required under Article I, Section B. The affirmation must identify the records that were destroyed and the date of

destruction in addition to a statement that the method of destruction meets the NIST standards cited in this Section.

- C. No records will be accessed, tested, maintained, backed up or stored outside of the United States.

ARTICLE V – CONFIDENTIALITY OF INFORMATION

- A. AREA will safeguard and maintain the confidentiality of all information received under this Agreement in accordance with the applicable federal and state laws and regulations.
- B. AREA will not use the information provided by ODJFS for any purpose that does not meet the requirements of the applicable federal and state confidentiality laws and is not specifically authorized by this Agreement. AREA expressly agrees to comply with all applicable state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to: The Privacy Act (5 USC 552a), 20 CFR 603, ORC Sections 4141.21, 4141.22, 4141.43, and 4141.99; and OAC Sections 4141-43-01 and 4141-43-02. Additionally, AREA specifically agrees that the provisions of ORC Chapter 4141 and applicable OAC rules will apply with respect to confidentiality of information and any use or redisclosure of information provided to it, with venue solely in Franklin County, Ohio.
- C. AREA agrees and acknowledges that because information provided by ODJFS includes information that is confidential under federal and state law--if either party, as a public entity, receives a public records request for information related to this Agreement, the party that receives the request (Party A) will promptly notify the other party (Party B) of the request. If Party B believes there is information that is confidential or proprietary and should not be released, Party A will provide a reasonable period of time for Party B to remove the confidential or proprietary information from the document prior to releasing the document.

ARTICLE VI – SECURITY PROCEDURES

- A. AREA will restrict access to the information provided by this Agreement to only authorized employees and officials of the AREA who will be assigned tasks specifically for the purpose described in this Agreement.
1. Further, the LWDB may only grant access to their own respective employees and may not grant access to individuals who are not under their direct authority and control, such as staff members of local area partners who work on site in OhioMeansJobs Centers. In order for individuals who are employed by partner programs to receive data, the entity that administers the partner program must execute its own data-sharing agreement with ODJFS.
 2. With respect to local service providers who are subrecipients of the Chief Elected Officials or LWDB, the Chief Elected Officials may execute data-sharing agreements with these entities to receive the data as "agents" of the Chief Elected Officials. Prior to the execution of any such agreements, the Chief Elected Officials must receive written approval from ODJFS pursuant to Article VII, Section B. When the service providers are subrecipients of the LWDB only, the LWDB must be a party to the agreements. ODJFS may execute data-sharing agreements directly with the subrecipients or to amend this Agreement to include the subrecipient(s) as parties. In any case, the Chief Elected Officials will be responsible for the subrecipient(s) use of ODJFS data.
- B. AREA will provide ODJFS with a list of individuals who have authority (by position) to request information authorized by this Agreement.
- C. AREA will provide the ODJFS Agreement Manager with the point of contact and the name, title, telephone number, and email address for each staff member who will be authorized to access the ODJFS data provided under this Agreement. AREA must also submit a completed and signed ODJFS Personal Confidentiality Statement, included as Attachment A, to this Agreement, for each identified staff member who will be authorized to access the ODJFS data. In the event that an authorized staff member is reassigned and no longer needs access to the ODJFS data, AREA will ensure that the staff member is immediately notified that the authorization to receive the ODJFS data is revoked and that any ODJFS data in the staff member's possession is immediately and effectively destroyed per Article IV of this Agreement. AREA will notify the ODJFS Agreement Manager within 10 days of the date of access revocation. ODJFS reserves the right to request an updated list of authorized individuals when there is a change in staff members authorized to access the ODJFS data.

- D. AREA will store the information provided by ODJFS under this Agreement in an area that is physically safe from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use.
- E. AREA will process the information provided by ODJFS under this Agreement and any records created from the information under the immediate supervision and control of authorized personnel. The information will be processed and utilized in a manner that will protect the confidentiality of the information and stored in such a way that unauthorized persons cannot retrieve any such information by computer, remote terminal or other means.
- F. AREA will advise all staff members who will have access to the information and to any records created from the information of its confidential nature, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable state and federal laws. AREA will further ensure that all such staff members participate in ODJFS training on the roles and responsibilities of individuals who access the ODJFS data files provided under this Agreement, including confidentiality and security measures needed. ODJFS will provide details of the training events as they are scheduled.
- G. AREA will allow ODJFS to make onsite inspections to ensure compliance with federal and state data-protection standards.
- H. AREA will not disclose information obtained from ODJFS, except pursuant to the applicable provisions of the federal and state rules cited in Article V, Section B, and with the terms of this Agreement.
- I. AREA will immediately notify the ODJFS Agreement Manager of any suspected or actual violation of the terms of this Agreement.
- J. AREA, if responsible for a breach of ODJFS data security, will act in compliance with Ohio law at the time of the breach.
- K. If at any time AREA receives ODJFS data files that include data for counties outside of the local area or data elements that are not listed in this Agreement, AREA will immediately notify the ODJFS Agreement Manager and will effectively destroy the data files received in error within 3 days.

ARTICLE VII – RECORDS USAGE, DUPLICATION AND REDISCLOSURE RESTRICTIONS

AREA agrees to the following limitations on the access to, and disclosure and use of, the information provided by ODJFS.

- A. AREA will use the data supplied by ODJFS only for purposes of this Agreement, and only to the extent necessary.
- B. AREA will not duplicate or distribute any information provided by ODJFS to another party without prior written authority from ODJFS. Such permission will not be given unless the redisclosure is permitted or required by law and essential to the conduct of the activities under this Agreement.
- C. AREA will not disclose information obtained from ODJFS except pursuant to the applicable provisions of federal and state laws and regulations pertinent to UI confidential information and to the terms of this Agreement.
- D. AREA will not disclose information provided in any manner that would reveal the identity of an individual or employing unit to persons unauthorized to access the information by either direct or indirect means.

ARTICLE VIII – TERM OF AGREEMENT

- A. Upon approval by the Director of ODJFS and AREA, this Agreement will be in effect upon the signature of the ODJFS Director and will remain in effect through June 30, 2021, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the termination date.
- B. The Confidentiality provisions of this Agreement will survive the termination of this Agreement.

ARTICLE IX - COST OF DATA PREPARATION

The parties agree that the exchange of information under this Agreement will support the continuous improvement of the workforce services and activities delivered under the direction of the LWDB, which will benefit all parties, therefore the exchange of information shall be conducted with no reimbursement to the parties to this Agreement.

ARTICLE X - SUSPENSION AND TERMINATION

- A. Upon thirty (30) days written notice, either party may terminate this Agreement.
- B. Notwithstanding Section A of this ARTICLE, ODJFS may suspend or terminate this Agreement immediately, upon delivery of written notice to AREA in the event of: disapproval by a federal administrative agency; if ODJFS discovers any illegal conduct on the part of AREA; or if there is any breach of the confidentiality provisions of this Agreement.
- C. In the event of changes in state or federal law or regulations occur that render data sharing hereunder illegal, void, impracticable or impossible, this Agreement will terminate immediately.
- D. Notice of termination or suspension under either Section A or B of this ARTICLE must be sent to the Deputy Director of the ODJFS Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215; and to the representative of AREA at the address appearing on the signature page of this Agreement.

ARTICLE XI - BREACH OR DEFAULT

- A. Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, ODJFS may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODJFS retains the right to exercise all remedies hereinabove mentioned.
- B. If either party fails to perform an obligation under this Agreement and thereafter such failure is waived by the other party, such waiver will be limited to the particular occurrence of failure and will not be deemed to waive subsequent failures hereunder. Waiver by either party will not be effective unless it is in writing and is signed by both the ODJFS Director and the AREA Director.

ARTICLE XII – RESOLUTION OF DISPUTES

ODJFS and AREA agree that the ODJFS Director or designee and the Chief Elected Officials or designee will resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this Agreement.

ARTICLE XIII - AMENDMENTS

Any amendment to this Agreement must be in writing and must be signed by the ODJFS Director and by the AREA representatives identified in this Agreement. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.

ARTICLE XIV - LIMITATION OF LIABILITY: DUTIES OF THE PARTIES

To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, AREA agrees to be responsible for any liability directly related to any and all acts of negligence by AREA.

ARTICLE XV - CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

DATA SHARING AND CONFIDENTIALITY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
LOCAL AREA 12

Signature Page

D-2021-15-0281

The parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Local Area 12

406 Justice Drive, Suite 311
Lebanon, Ohio 45036

Ohio Department of Job and Family Services

30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

[Signature]
Authorized Signature (Blue Ink Please)

Kimberly L. Hall, Director

STACY OTTEFF (CZ)
Printed Name Date

Date

10/31/19
Date

Butler County Board of Commissioners

Clermont County Board of Commissioners
[Signature]
Authorized Signature (Blue Ink Please)

Authorized Signature (Blue Ink Please)
Printed Name Date

David L. Painter 10/19/2019
Printed Name Date

Warren County Board of Commissioners

[Signature]
Authorized Signature (Blue Ink Please)

Shannon Jones 10/29/19
Printed Name Date

APPROVED AS TO FORM:
D. VINCENT FARIS, PROSECUTOR
CLERMONT COUNTY, OHIO
BY: [Signature] Assistant Prosecutor
DATE: 9-12-19

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

DATA SHARING AND CONFIDENTIALITY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
LOCAL AREA 12

Signature Page

D-2021-15-0281

The parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Local Area 12

Ohio Department of Job and Family Services

406 Justice Drive, Suite 311
Lebanon, Ohio 45036

30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

[Signature]
Authorized Signature (Blue Ink Please)

Kimberly L. Hall, Director

STACY SHIFFRIN 10/31/19
Printed Name Date

Date

Date

Butler County Board of Commissioners

[Signature]
Authorized Signature (Blue Ink Please)

Clermont County Board of Commissioners

Don Dixon, President 9-30-19
Printed Name Date

Authorized Signature (Blue Ink Please)

[Signature]
Authorized Signature (Blue Ink Please)

Printed Name Date

TC Rogers, Vice President 9-30-19
Printed Name Date

Warren County Board of Commissioners

[Signature]
Authorized Signature (Blue Ink Please)

[Signature]
Authorized Signature (Blue Ink Please)

Shannon Jones 10/29/19
Printed Name Date

Cindy Carpenter, Member 9-30-19
Printed Name Date

Approved As To Form Only:

[Signature]
Assistant Prosecuting Attorney (Date)

Resolution

Number 19-1445

Adopted Date October 29, 2019

REQUEST SPEED REDUCTION STUDY FOR THE OLD 3C HIGHWAY (FROM US 22/3 TO US 22/3)

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Ohio Revised Code, Section 4511.21, is greater than that considered reasonable and safe on Old 3C Highway (County Road #10); and

WHEREAS, it is the determination of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is greater than is reasonable and safe under the conditions found to exist at such location; and

NOW THEREFORE BE IT RESOLVED by this Board that:

Section 1. By the virtue of the provisions of the Ohio Revised Code, Section 4511.21, the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima-facie speed limit on Old 3C Highway (County Road #10).


Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1 hereof, standard signs, properly posted and giving notice thereof, will be erected upon which such declared speed limit shall become effective.

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
ODOT (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1446

Adopted Date October 29, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/24/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-1447

Adopted Date October 29, 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 HUDSON HILLS, SECTION 3, BLOCK "B", SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

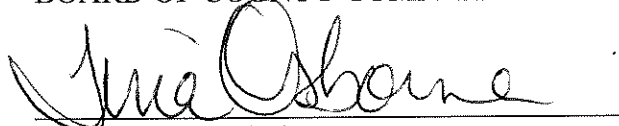
Bond Number	:	19-017 (W/S)
Development	:	Hudson Hills, Section 3, Block "B",
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$15,091.37
Surety Company	:	Capitol Indemnity Corporation (ERL1900403)

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249
Capitol Indemnity Corporation, PO Box 5900, Madison WI 53705
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.
19-017 (W/S)
Bond # ERL1900403

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
Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Hudson Hills
Subdivision, Section/Phase 3, Block B (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 \$150,913.75,
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 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 \$15,091.37 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. #100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

Capitol Indemnity Corporation

P O Box 5900

Madison, WI 53705

Ph. (800) 475 - 4450

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: 10/4/19

SURETY:

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

SIGNATURE: 

PRINTED NAME: Deborah L. Williams

TITLE: Attorney-In-Fact

DATE: October 4th, 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 19-1447, dated 10/29/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 10/29/19

RECOMMENDED BY:

By: _____

Chris Brough
SANITARY ENGINEER

APPROVED AS TO FORM:

By: _____

Keith W. Auld
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

ERL1900403

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- RYAN BURKE; JULIANN JOHNSTON; DENISE NELSON; KATHLEEN A. VANSOVICH-----
----- MICHAEL WARD; DEBORAH L. WILLIAMS; STEPHANIE MCQUILLEN-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of
\$15,091.37 for ERL1900403 on behalf of M/I Homes of Cincinnati, LLC
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner -- Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary



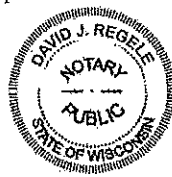
CAPITOL INDEMNITY CORPORATION

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 4th day of October, 2019



Antonio Celi

Antonio Celi
General Counsel, Vice President & Secretary

Resolution

Number 19-1448

Adopted Date October 29, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "B" 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	:	19-018 (P/S)
Development	:	Hudson Hills, Section 3, Block "B"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$69,389.42
Surety Company	:	Capitol Indemnity Corporation (ERL1900402)

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
Surety Company
Engineer (file)
Bond Agreement file

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.
19-018 (P/S)
Bond # ERL1900402

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
Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Hudson Hills
Subdivision, Section/Phase 3, Block B (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 \$208,427.40,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$53,376.48; 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 \$69,389.42 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 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 \$41,685.48 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. #100

Cincinnati, OH 45249

Ph. (513) _____ 248 - 5400

D. To the Surety:

Capitol Indemnity Corporation

P O Box 5900

Madison, WI 53705

Ph. (800) 475 - 4450

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: 10/4/19

SURETY:

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

SIGNATURE: 

PRINTED NAME: Deborah L. Williams


TITLE: Attorney-in-Fact

DATE: October 4th, 2019

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1448, dated 10/29/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Shannon Jones

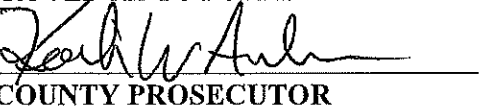
TITLE: President

DATE: 10/29/19

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

ERL1900402

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- RYAN BURKE; JULIEANN JOHNSTON; DENISE NELSON; KATHLEEN A. VANSOVICH-----
----- MICHAEL WARD; DEBORAH L. WILLIAMS; STEPHANIE MCQUILLEN-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of \$69,389.42 for ERL1900402 on behalf of M/I Homes of Cincinnati, LLC
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner -- Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary



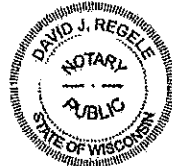
CAPITOL INDEMNITY CORPORATION

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 4th day of October 2019



Antonio Celi

Antonio Celi
General Counsel, Vice President & Secretary

Resolution

Number 19-1449

Adopted Date October 29, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN EAGLES POINT, SECTION 3 SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-022 (W/S)
Development	:	Eagles Point, Section 3
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$15,915.48
Surety Company	:	Berkley Insurance Company (0226199)

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Grand Communities, LLC., Dave Stroup, 3940 Olympic Blvd., Suite 100, Erlanger KY 41018
Berkley Insurance Company, 412 Mount Kemble Ave, Suite 310N, Morristown, NJ 07960
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

19-022 W/S

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Berkley Insurance company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Eagle's Pointe **Subdivision, Section/Phase** Section 3 (3) (hereinafter the "Subdivision") situated in Hamilton (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 ~~\$60,336.80~~ \$159,154.75 and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 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 \$15,915.48 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:

Grand Communities, LLC

Dave Stroup

3940 Olympic Boulevard, Suite 400

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

Berkley Insurance Company

412 M. Kemble Suite 310N

Morristown, NJ 07960

Ph. (515) 473 - 3402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

___ **Certified check or cashier's check** (attached) (**CHECK #** _____)

___ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** _____)

___ **Original Escrow Letter** (attached)

X **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

___ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

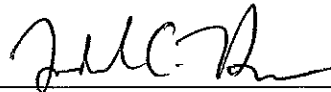
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

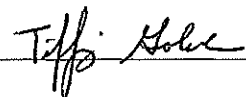
DEVELOPER:

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

SIGNATURE: 
PRINTED NAME: Todd E. Huss
TITLE: President
DATE: 9/25/19

SURETY:

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

SIGNATURE: 
PRINTED NAME: Tiffany Gobich
TITLE: Attorney-in-fact
DATE: 9/24/19

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1449, dated 10/29/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Shannon Jones

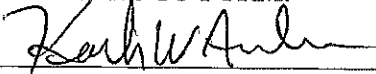
TITLE: President

DATE: 10/29/19

RECOMMENDED BY:

By: 
DEP. SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Bond No. 0226199

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC
3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley
Insurance Company, a corporation organized under the laws of the Delaware
with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held
and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH
45036 (hereinafter called Obligee) in the penal sun of Fifteen Thousand Nine Hundred
Fifteen and 48/100 Dollars, (\$15,915.48), for payment of which, well and truly to be
made, we do hereby bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

DATED this 24th day of September, 2019.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract
with the Obligee above named for certain physical improvements for

Sanitary Sewer in Eagle's Pointe Subdivision
Section 3, in Hamilton Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said
Subdividers Contract has now been completed according to the approved plans and as
a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is
said Principal shall, for a period of One (1) year(s) from and after the 24th
day of September, 2019, indemnify the Obligee against any loss or damage
directly arising by reason of any defect in the material or workmanship which may be
discovered within the period aforesaid, then this obligation shall be void; otherwise to be
and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal,
written statement of the particular facts showing such default and the date hereof shall
be delivered facts showing such default and the date thereof shall be delivered to the
Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT
06830 promptly an in any event within thirty (30) days after the Obligee or his

representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

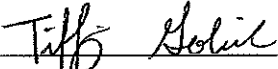
Grand Communities, LLC

A Kentucky Limited Liability Company
Principal

By: 
Todd E. Huss

Its: President

Berkley Insurance Company
Surety

By: 

Its: Tiffian Gobich
Attorney-In-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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

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

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

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

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

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

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

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

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

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

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

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

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

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 24th day of September, 2019.

(Seal)

Vincent P. Forte
Vincent P. Forte

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

Resolution

Number 19-1450

Adopted Date October 29, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN EAGLES POINTE, SECTION 3 SITUATED IN HAMILTON 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	:	19-019 (P/S)
Development	:	Eagles Pointe, Section 3
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$47,170.86
Surety Company	:	Berkley Insurance Company (#0227983)

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Company
Engineer (file)
Bond Agreement file

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

19-019 (PK)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Eagle's Pointe
_____ Subdivision, Section/Phase Three (hereinafter the "Subdivision") situated in
Hamilton (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 \$235,854.30,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$1,850; 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 \$47,170.86 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 2 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 \$47,170.86 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:

Grand Communities, LLC
Dave Stroup
3940 Olympic Boulevard, Suite 400
Erlanger, KY 41018
Ph. (859) 344 - 3131

D. To the Surety:

Berkley Insurance Company

412 M. Kemble Suite 310N

Morristown, NJ 07960

Ph. (515) 473 3402

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. All parties are obligated to give notice of any change of address.

14. The security to be provided herein shall be by:

 Certified check or cashier's check (attached) (CHECK #)

 Original Letter of Credit (attached) (LETTER OF CREDIT #)

 Original Escrow Letter (attached)

 Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).

 Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

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

GRAND COMMUNITIES LLC

SIGNATURE: 

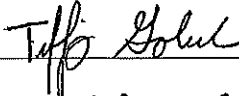
PRINTED NAME: DANIEL DECARLO

TITLE: VP OF CONSTRUCTION & DEVELOPMENT

DATE: 9/26/19

SURETY:

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

SIGNATURE: 

PRINTED NAME: Tiffany Gobich

TITLE: Attorney-in-Fact

DATE: 9/25/19

[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 19-1450, dated 10/29/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 10/29/19

RECOMMENDED BY:

By: Neill F. Tunison / Kms
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Karl W. Anderson
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

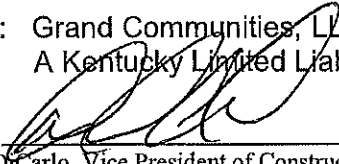
PERFORMANCE BOND

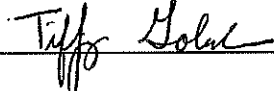
KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC., as Principal, and Berkley Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Forty-Seven Thousand One Hundred Seventy and 86/100 Dollars (\$47,170.86) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances Including Sidewalks in Eagle's Pointe Subdivision, Section Three in Hamilton Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances Including Sidewalks in Eagle's Pointe Subdivision, Section Three in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Forty-Seven Thousand One Hundred Seventy and 86/100 Dollars (\$47,170.86) and no more.

SIGNED AND DATED THIS 25th day of September, 2019

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company
By: 
Daniel DiCarlo, Vice President of Construction and Development

Surety: Berkley Insurance Company
By: 
Tiffany Gobich, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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

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

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

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

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

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

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

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

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

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

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

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

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

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this 25th day of September, 2019.

(Seal)

Vincent P. Forte
Vincent P. Forte

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

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

Resolution

Number 19-1451

Adopted Date October 29, 2019

APPROVE RECORD PLATS

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

- Hudson Hills Section 3 Block "B" – Deerfield Twp.
- Eagle's Pointe Section 3 – Hamilton Township
- Abode Advantage Subdivision – Hamilton Township

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 19-1452

Adopted Date October 29, 2019

APPROVE RESIDUAL EQUITY TRANSFERS IN THE WARREN COUNTY BOND RETIREMENT FUND 3327 TO THE PORT AUTHORITY FUND 7724

WHEREAS, Resolution 19-1358 declared the necessity to transfer funds from the Bond Retirement Special Assessment Fund 3327; and

WHEREAS, the State of Ohio, Warren County, Common Pleas Court Case #19CV92724 has approved the transfer of said funds;

NOW THEREFORE BE IT RESOLVED, to approve the following Residual Equity Fund Transfers from fund 3327 to Fund 7724:

\$53,526.54	From	33273119-5988 (33273119)	(Striker Rd Res. Eq Transfer)
\$53,526.54	Into	7724-49000 (77243119)	(Transfer In)
\$119,261.72	From	33273903-5988 (33273373)	('03 Hunter Dicks Creek Res. Eq Transfer)
\$119,261.72	Into	7724-49000 (77243373)	(Transfer In)
\$1,969.43	From	33273903-5988 (33273278)	('03 Mason Mont. Res. Eq. Transfer)
\$1,969.43	Into	7724-49000 (77243278)	(Transfer In)
\$17,579.18	From	33273903-5988 (33273277)	('03 St Rt 741 Res. Eq. Transfer)
\$17,579.18	Into	7724-49000 (77243277)	(Transfer In)
\$22,682.71	From	33273906-5988 (33273315)	('07 Bardes Dr Res. Eq. Transfer)
\$22,682.71	Into	7724-49000 (77243315)	(Transfer In)
\$1,315.35	From	33273906-5988 (33273100)	('07 Bunnell Hill Res. Eq. Transfer)
\$1,315.35	Into	7724-49000 (77243100)	(Transfer In)
\$57,174.88	From	33273907-5988 (33273451)	('08 Grandin Mcnk Res. Eq. Transfer)
\$57,174.88	Into	7724-49000 (77243451)	(Transfer In)
\$20,151.11	From	33273907-5988 (33273374)	('08 Caesar Creek Res. Eq. Transfer)
\$20,151.11	Into	7724-49000 (77243374)	(Transfer In)

RESOLUTION 19-1452
OCTOBER 29, 2019
PAGE 2

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS

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

Tina Osborne, Clerk

cc: Auditor (file)
Chris Watkins
Matt Nolan
Brenda Quillen
Port Authority (file)

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

Resolution

Number 19-1453

Adopted Date October 29, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS
11012210 AND 11012200

BE IT RESOLVED, to approve the following appropriation adjustments:

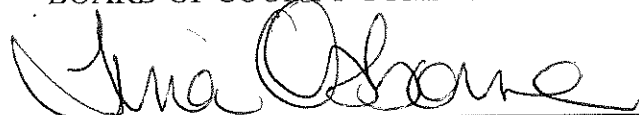
\$350.00	from 11012210-5431	(Telephone)
	into 11012210-5320	(Sheriff Det Capital Purchase)
\$4,390.00	from 11012200-5310	(Vehicle Capital Outlay)
	into 11012200-5320	(Sheriff Capital Purchase)
\$4,966.43	from 11012200-5410	(Contracts BOCC Approved)
	into 11012200-5320	(Sheriff Capital Purchase)

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 19-1454

Adopted Date October 29, 2019

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

BE IT RESOLVED, to approve the following appointment to the Mental Health Recovery Services of Warren and Clinton Counties Board of Directors to replace Cori Yaeger's term expiring on June 30, 2022:

Jonathan Westendorf appointment (to replace Cori Yaeger) term from 7/1/19 – 6/30/22
430 Harpwood Drive
Franklin, Ohio 45005

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

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

Resolution adopted this 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

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

Resolution

Number 19-1455

Adopted Date October 29, 2019

APPROVE THE UNION VILLAGE PUD, SPECIAL DISTRICT #1 OTTERBEIN CAMPUS STAGE 2 AMENDMENT IN TURTLECREEK TOWNSHIP

WHEREAS, this Board met the 29th day of October 2019, to consider the Union Village PUD, Special District #1 Otterbein Campus Stage 2 Amendment in Turtlecreek Township; and

WHEREAS, this Board has considered the recommendation of the Regional Planning Commission Executive Committee and all those present to speak in favor of or in opposition to said application; and

NOW THEREFORE BE IT RESOLVED, to approve the Union Village PUD, Special District #1 Otterbein Campus Stage 2 Amendment subject to the following conditions:

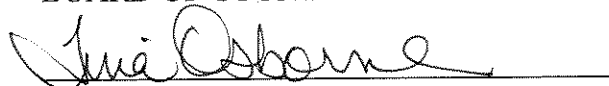
1. All plans and proposals from the applicant shall be made conditions of approval, unless modified by one of the following conditions.
2. Compliance with Warren County Rural Zoning Code, the Warren County Subdivision Regulations and PUD Stage 1.
3. An Erosion and Sediment Control Plan shall be submitted and approved by the Warren County Soil & Water Conservation District prior to earth-moving activities.
4. Each new unit shall be of similar character as their corresponding neighborhoods.
5. Landscaping within the "Orchards" shall be consistent with the PUD Stage 2 plans approved on March 1, 2016 (Resolution #16-0333).
6. All common open space shall be owned and maintained by Otterbein.
7. New sewer main installation will have to be submitted to the Butler County Water & Sewer for review and approval.
8. Applicant shall submit a Landscaping Plan for Otterbein Special District 1 Phase 2. Any new plantings within Special District 1 Phase 2 shall be reviewed and approved by Warren County Rural Zoning Inspector prior to planting.

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

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

Resolution adopted this a 29th day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: RPC
RZC
Administrative Hearing File
Richard Evans, Henderson and Bodwell LLP, applicant