

Resolution

Number 18-1711

Adopted Date November 06, 2018

HIRE BRITTANY METHENY AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

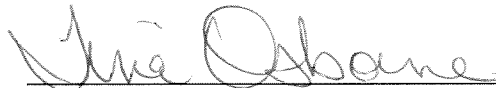
BE IT RESOLVED, to hire Brittany Metheny as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective November 13, 2018, at starting rate of, \$17.58 per hour, subject to a negative background check, drug screen and a 365 day probationary period.

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Brittany Metheny's Personnel file
OMB- Sue Spencer
Job Class 1383

Resolution

Number 18-1712

Adopted Date November 06, 2018

AUTHORIZE THE POSTING OF THE "OFFICE ADMINISTRATOR" POSITION WITHIN THE DEPARTMENT OF FACILITIES MANAGEMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Office Administrator" position within the Department of Facilities Management; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Office Administrator" 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 November 7, 2018.

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
OMB – Sue Spencer
Job Class #1073

Resolution

Number 18-1713

Adopted Date November 06, 2018

AUTHORIZE TRANSFER OF TITLE OF A WARREN COUNTY CHILDREN SERVICES VEHICLE TO GRANGE INSURANCE COMPANY

WHEREAS, on October 16, 2018 a Children Services vehicle driven by Brittney Yost was struck by a third party vehicle; and

WHEREAS, the Chief Mechanic and Grange Insurance Company agreed that the vehicle was totaled; and

WHEREAS, the Chief Mechanic determined that the totaled vehicle was of no use to Warren County; and

WHEREAS, as part of the settlement, Grange Insurance Company wishes to take possession of the totaled vehicle; and

NOW THEREFORE BE IT RESOLVED, to transfer title of a 2017 Ford Fusion, serial #3FA6P0G78HR113673 to Grange Insurance Company.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Children Services (file)
T. Whitaker
Auditor – B. Quillen
Tina Osborne

Resolution

Number 18-1714

Adopted Date November 06, 2018

SET PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF WARREN COUNTY RULES AND REGULATIONS FOR THE DESIGN OF STORM SEWER AND STORMWATER MANAGEMENT SYSTEMS

WHEREAS, pursuant to Resolution #03-1057 dated July 22, 2003, Rules and Regulations for the Design of Storm Sewer and Stormwater Management Systems were adopted; and

WHEREAS, the Warren County Engineer desires to replace the existing regulations and Ohio Revised Code Section 307.37, grants this Board with the authority; and

WHEREAS, on October 31, 2018, this Board received the draft submittal of the Warren County Stormwater Regulations from the Warren County Engineer and desires to establish public hearings necessary for the adoption of said regulations; and

NOW THEREFORE BE IT RESOLVED, to set public hearings relative to the adoption of Stormwater Regulations in Warren County in accordance with Ohio Revised Code Section 307.37; public hearing #1 to be held December 4, 2018, at 9:15 a.m. in the Commissioners' Meeting Room and public hearing #2 to be held December 11, 2018, at 9:15 a.m. in the Commissioners' Meeting Room; and

BE IT FURTHER RESOLVED, that at least 30 days prior to the first public hearing, the County Engineer send a copy of the regulations and a request for written comments be sent to various elected officials, government agencies and professional groups as required by the Ohio Revised Code.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (certified) (file)
Stormwater Regulation Public Hearing file
Cincinnati HBA (w/draft regulations)
Dayton HBA (w/draft regulations)

Warren County Rules and Regulations
for the Design of Storm Sewer and Stormwater
Management Systems

WARREN COUNTY BOARD OF COMMISSIONERS

Thomas Grossmann
Shannon Jones
David G. Young

WARREN COUNTY ENGINEER

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

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SECTION 100 TITLE

These regulations shall be cited as the Warren County Rules and Regulations for the Design of Storm Sewer and Stormwater Management Systems and may hereinafter be referred to as “these regulations”.

SECTION 101 STATUTORY AUTHORIZATION

These regulations, as amended, of Warren County are promulgated in accordance with and pursuant to the legal grant of authority of Ohio Revised Code Sections 307.37, 307.79, 711.10 and 711.01, whereby a board of county commissioners may adopt, amend and rescind rules and regulations for the design of storm water management systems.

SECTION 102 PURPOSE & SCOPE

The purpose of this regulation is to establish technically feasible and economically reasonable stormwater management standards to achieve a level of stormwater quality and quantity control that will minimize damage to property and degradation of water resources and will promote and maintain the health, safety, and welfare of the citizens of Warren County, Ohio.

- A. This regulation prohibits illicit connections to the stormwater system and requires owners who develop or redevelop their property within Warren County to:
1. Control stormwater runoff from their property and ensure that all stormwater management practices, facilities and improvements are properly designed, constructed, and maintained.
 2. Reduce water quality impacts that may be caused by new development or redevelopment activities.
 3. Control the volume, rate, and quality of stormwater runoff originating from their property so that surface water and ground water are protected and flooding and erosion potential are not increased.
 4. Minimize the need to construct, repair, and replace subsurface storm drain systems.
 5. Preserve natural infiltration and ground water recharge, and maintain subsurface flow that replenishes water resources, except in inappropriate soils.
 6. Incorporate stormwater quality and quantity controls into site planning and design at the earliest possible stage in the development process.
 7. Maximize use of stormwater management practices that serve multiple beneficial purposes including, but not limited to, flood control, erosion control, fire protection, water quality protection, recreation, and habitat

preservation.

8. Maintain, promote, establish and reestablish conditions necessary for naturally occurring stream processes that assimilate pollutants, attenuate flood flows, and provide a healthy water resource.
- B. This regulation shall apply to all parcels used or being developed or redeveloped, either wholly or partially, for new projects involving highways and roads; subdivisions or larger common plans of development; industrial, commercial, institutional, or residential projects; and redevelopment activities and grading.
 - C. This regulation does not require a Stormwater Pollution Prevention Plan for linear construction projects, such as pipeline or utility line installation, that do not result in the installation of impervious surface. Such projects must be designed to minimize the number of stream crossings and the width of disturbance. Linear construction projects must comply with the requirements of the latest edition of the Ohio Department of Natural Resources Rainwater and Land Development Manual or other erosion control guideline approved by the Warren County Engineer.

SECTION 103 DISCLAIMER OF LIABILITY

Compliance with the provisions of this regulation shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of this regulation are promulgated to promote the health, safety, and welfare of the public and are not designed for the benefit of any individual or any particular parcel of property.

By approving a Stormwater Pollution Prevention Plan under this regulation, Warren County does not accept responsibility for the design, installation, and operation and maintenance of stormwater management practices, facilities and improvements.

SECTION 104 CONFLICTS, SEVERABILITY, NUISANCES, AND RESPONSIBILITY

Where this regulation is in conflict with other provisions of law or ordinance, the most restrictive provisions shall prevail. If any clause, section, or provision of this regulation is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby. This regulation shall not be construed as authorizing any person to maintain a nuisance on their property, and compliance with the provisions of this regulation shall not be a defense in any action to abate such a nuisance.

Failure of Warren County to observe or recognize hazardous or unsightly

conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in Warren County, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

SECTION 105 DEFINITIONS

For the purpose of this chapter, the following terms shall have the meaning herein indicated:

- A. **As-built plans** – A complete set of reproducible drawings, including an electronic AutoCAD file of the drawing, drawn to scale, with field-verified locations of improvements shown on the construction drawings, including but not limited to water mains; sanitary and storm sewer alignments, grades, and sizes; sanitary manholes, storm manhole, and catch basin locations with elevations for rim and all flow lines; sanitary sewer building tap locations; waterline locations; detention/retention basin volume checks; water house service tap locations; fire hydrant locations; valve locations; and all changes from approved construction drawings.
- B. **Stormwater Pollution Prevention Plan** - The written document and plans meeting the requirements of this regulation that describes and specifies practices, facilities and improvements to minimize stormwater runoff from a development area, to safely convey or temporarily store and release postdevelopment runoff at a rate that minimizes flooding and stream bank erosion, and protects or improves stormwater quality and stream channels.
- C. **Development area** - Any tract, lot or parcel of land or combination of tracts, which are in one ownership, or are contiguous and in diverse ownership where earth-disturbing activity is to be performed.
- D. **Development drainage area** - A combination of each hydraulically unique watershed with individual outlet points on the development area.
- E. **Drainage** - The removal of surface water or groundwater from land by surface or subsurface drains.
- F. **Erosion** - The process by which the land surface is worn away by the action of water, wind ice or gravity.
- G. **Final stabilization** - All soil disturbing activities at the site have been completed and a uniform perennial vegetative cover with a density of at least 80% coverage for the area has been established or equivalent stabilization practices, such as the use of mulches or geotextiles, have been employed.
- H. **Grading** – Earth disturbing activity such as excavation, stripping cutting, filling stockpiling, or any combination thereof.
- I. **Illicit discharge** means any discharge to the Stormwater System not composed entirely of stormwater except the following: water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration [as defined at 40 CFR

35.2005(b)(20)], uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual car washing, charity car wash events, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, street wash water, home sewer treatment systems that discharge in accordance with Warren County Combined Health District Codes and permits, and discharges or flows from fire fighting activities.

- J. **Impervious surface** – Any material that prevents, impedes or slows the infiltration or absorption of stormwater into the ground, including building roofs and concrete or asphalt pavement.
- K. **Infiltration** - A stormwater management practice that reduces discharge during the precipitation event, requiring collected runoff to either infiltrate into the groundwater and/or be consumed by evapotranspiration, thereby retaining stormwater pollutants in the facility.
- L. **Large common plat of development** -A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.
- M. **NPDES** - National Pollutant Discharge Elimination System. A regulatory program in the Federal Clean Water Act that prohibits the discharge of pollutants into surface waters of the United States without a permit.
- N. **Postdevelopment** - The conditions that exist following the completion of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.
- O. **Predevelopment** - The conditions that exist prior to the initiation of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.
- P. **Professional Engineer** - A professional engineer registered in the State of Ohio.
- Q. **Redevelopment** -A construction project on land where impervious surface has previously been developed and where the new land use will not increase the runoff coefficient. If the new land use will increase the runoff coefficient, then the project is considered to be a new development project rather than a redevelopment project.
- R. **Runoff** – The portion of precipitation in excess of the infiltration capacity of underlying soils to absorb and contain which drains away from and runs off the surface of land.
- S. **Sediment** – Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity, or ice, and has come to rest on the earth's surface.
- T. **Site owner or property owner** - Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof that is

responsible for the overall construction site.

- U. **Soil disturbing activity** - Clearing, grading, excavating, filling, or other alteration of the earth's surface where natural or human made ground cover is destroyed and that may result in, or contribute to, increased stormwater quantity and/or decreased stormwater quality.
- V. **Stormwater management facility** - A structural or non structural device, basin, infiltration cell, or other system approved by Warren County to collect, convey, and/or manage surface runoff.
- W. **Stormwater system** - The system or network of storm and surface water management facilities.
- X. **Watershed** – The drainage area in which a subdivision is located.
- Y. **Wetland** – Surface areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas (1987 Corp of Engineers Wetland Delineation Manual).

SECTION 106 PROHIBITIONS

- A. No person or entity shall discharge or cause to be discharged any illicit discharge to the stormwater system.
- B. No person or entity shall engage in nonagricultural, earth disturbing activities performed on lands located within Warren County's incorporated areas, and which are lands not subject to the jurisdiction of a state or federal governmental agency which regulates the matters governed by this regulation, when a Stormwater Pollution Prevention Plan is required to be developed and implemented under this regulation; unless a Stormwater Pollution Prevention Plan has been submitted to and approved by the County Engineer for the nonagricultural, earthdisturbing activities.
- C. No person or entity shall engage in nonagricultural, earthdisturbing activities or install stormwater management facilities or improvements which are inconsistent with the applicable approved Stormwater Pollution Prevention Plan.
- D. No person or entity shall engage in stormwater management practices which are inconsistent with the applicable approved Stormwater Pollution Prevention Plan.

SECTION 107 COMPLIANCE WTH STATE AND FEDERAL REGULATIONS

Approvals issued in accordance with this regulation do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from other federal, state, and/or county agencies and other public entities having regulatory jurisdiction. Applicants may be required to show compliance with all

applicable regulatory requirements

SECTION 108 STORMWATER POLLUTION PREVENTION PLANS

A. APPLICATION PROCEDURES:

1. Pre-Application Meeting. Applicants for permissions granted under this regulation are encouraged to meet with the County Engineer to discuss the proposed project, review the requirements of this and other pertinent regulations, identify unique aspects of the project that must be addressed during the review process, and establish a preliminary review and approval schedule in advance of tendering an application to the County Engineer.
2. Stormwater Pollution Prevention Plan. The applicant shall submit two (2) sets of Stormwater Pollution Prevention Plans and supporting documents to the County in conjunction with the submittal of the final plat, improvement plans, or application for a building, off street parking, or demolition permit for the site.
3. The Stormwater Pollution Prevention Plan shall meet the requirements of this regulation and must be approved by the County Engineer before the applicant performs soil disturbing activities.
4. Review and Comment. The County Engineer shall review the Stormwater Pollution Prevention Plan submitted, and shall either approve the plan or return the plan with comments and recommendations for revisions.
5. Approval Necessary. No person shall begin land clearing and/or soil disturbing activities unless the County Engineer has approved the related Stormwater Pollution Prevention Plan.
6. Valid for One Year. Approvals issued in accordance with this regulation shall be void one (1) year from the date of approval unless soil disturbing activities have commenced.

B. PLAN DEVELOPMENT

1. This regulation requires that a Stormwater Pollution Prevention Plan be developed and implemented according to the requirements set forth in the most recent version of the Ohio Environmental Protection Agency's General Permit Authorization for Stormwater Discharges Associated with Construction Activity Under the National Pollutant Discharge Elimination System for soil disturbing activities disturbing one or more acres of total land or less than one (1) acre if the disturbing activities are part of a larger common plan of development or redevelopment disturbing one or more acres of total land.
2. Warren County through the office of the County Engineer shall administer this regulation, shall be responsible for determination of compliance with this regulation, and shall issue notices and orders as may be necessary.

C. PLAN CONTENT

1. The applicant shall develop a Stormwater Pollution Prevention Plan describing how the quantity and quality of stormwater will be managed during and after construction is complete.
2. The Stormwater Pollution Prevention Plan shall be prepared by a Professional Engineer and shall include supporting calculations, plan sheets and design details. The Plan will illustrate the type, location, and dimensions of every stormwater management practice incorporated into the site design. The chosen stormwater management practices, facilities and improvements must address runoff within the site as well as flooding that may be caused by the development upstream and downstream of the site. The chosen stormwater management practices, facilities and improvements must also minimize impacts to the physical, chemical, and biological characteristics of onsite and downstream water resources and avoid predictable degradation of water resources.
3. The Stormwater Pollution Prevention Plan shall meet the requirements of the latest edition of Ohio EPA's General Permit Authorization For Stormwater Discharges Associated With Construction Activity Under The National Pollutant Discharge Elimination System and shall provide the following information:
 - a. Plans must include the following notes:
 - i. At the end of construction, all stormwater pipes, basins, channels, etc. shall be cleaned out of all sediment accumulation and restored to the original design as shown per these plans.
 - ii. Forty eight hours prior to any earth disturbance work, the Contractor shall notify Warren County Engineers Office.
 - iii. All mud/dirt tracked onto roads from the site, due to construction, shall be promptly removed at the end of each day.
 - iv. No construction shall commence until all applicable permits have been issued as required.
 - v. Dewatering discharges shall not be directed into Warren County's stormwater system without the prior approval of the County Engineer or his designee.
 - b. Location of all existing easements, covenants and restrictions impacting each stormwater management practice, facility, or improvement must be located on the plan.
4. An Inspection and Maintenance Plan designed to ensure that all pipes and channels built to convey stormwater to the stormwater control facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater discharged from the facility serves its designed purpose through its expected period of use shall be submitted as a standalone document for review and approval by the County Engineer during the Plan approval process. At a minimum, the Inspection and Maintenance Plan shall include a method and frequency

for the following activities:

- a. Inspection of all permanent structures,
 - b. Debris/clogging control through appropriate removal and disposal,
 - c. Vegetation control (mowing, harvesting, eradication of undesirable plants),
 - d. Erosion repair,
 - e. Nonroutine maintenance should include pollutant and sediment removal and the "rejuvenation" or replacement of filters and appropriate soils, and
 - f. Disposal of collected pollutants, sediments, and filter media in accordance with local, state, and federal regulations.
5. Inspection and Maintenance Plans shall include language affirming the following:
- a. Warren County has the authority and right to enter upon the development area to conduct inspections as necessary to verify that the stormwater management practices are being maintained and operated in accordance with this regulation.
 - b. Notice that Warren County maintains public records of the results of site inspections for the period of time specified in Warren County's record retention schedule, shall inform the site owner(s) or organization responsible for maintenance (by written notice served on the tax mailing address for the subject land) of the inspection results, and shall specifically indicate any corrective actions required to bring the stormwater practices into proper working condition.
 - c. If Warren County notifies the site owner(s), or other entity responsible for maintenance, of maintenance deficiencies that require correction, the specific corrective actions shall be taken within thirty (30) days of the service of the notice; unless the County Engineer grants an extension of time to complete correcting deficiencies due to the impracticality of completing the correction of deficiencies within thirty (30) days.
6. Calculations required. The applicant shall submit calculations for projected stormwater runoff flows, volumes, and timing into and through all stormwater management facilities for flood control, channel protection, water quality, and the condition of the habitat, stability, and incision of each water resource and its the floodplain, as required in this regulation. These submittals shall be completed for both pre and post-development land use conditions and shall include the underlying assumptions and hydrologic and hydraulic methods and parameters used for these calculations. The applicant shall also include a critical storm determination and demonstrate that the runoff from upper watershed areas have been considered in the calculations. Redevelopment projects shall only submit calculations at the discretion of the County Engineer.
7. The Stormwater Pollution Prevention Plan shall include a time schedule

for completing all elements of the work to construct Stormwater Pollution Prevention Plan facilities and achieve final stabilization.

8. The Stormwater Pollution Prevention Plan shall conform to the performance standards specified in this regulation.

A. AMENDMENTS TO THE STORMWATER POLLUTION PREVENTION PLAN

Proposed amendments to an approved Stormwater Pollution Prevention Plan shall be made to the County Engineer within seven (7) working days of the site owner identifying said need. The site owner shall provide the County Engineer with any requested calculations, drawings, or other information requested in order to determine if the proposed amendment satisfies the requirements of this chapter.

SECTION 109 STORMWATER PERFORMANCE STANDARDS

- A. Each Stormwater Pollution Prevention Plan shall include stormwater management facilities for storage, treatment and control, and conveyance; shall be designed to prevent structure flooding during a 100 year, 24 hour storm event; shall maintain predevelopment flow rates and discharge volumes; and shall meet the criteria set forth in these regulations.
- B. Exemption: The site where soil disturbing activities are conducted shall be exempt from the requirements of this regulation if it can be shown to the satisfaction of the County Engineer that the site is part of a larger common plan of development where the stormwater management requirements for the site are provided by an existing stormwater management practice, facility or improvement.
- C. Maintenance: All stormwater management facilities shall be maintained in accordance with the approved Inspection and Maintenance Plans prepared pursuant to this regulation. All stormwater management facilities whether mandated by this ordinance or not shall maintain their facility in accordance with standard best practices or may be declared a public nuisance.
- D. Velocity dissipation: Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall to provide non-erosive flow velocity from the structure to a water resource so that the natural physical and biological characteristics and functions of the water resource are maintained and protected.
- E. Stormwater Quality Control: Criteria applying to all stormwater management facilities.
 1. Each facility shall be designed to facilitate sediment removal, vegetation management, debris control, and other maintenance activities defined in the Inspection and Maintenance Plan for the site.
 2. Approved practices are listed in the latest edition of the Ohio DNR Rainwater and Land Development Manual. The County Engineer may

approve other proposed facilities if the applicant can demonstrate to the County Engineer's satisfaction that these facilities meet the objectives of this regulation.

3. Additional criteria applying to infiltration facilities:
 - a. The County Engineer may require a soil engineering report to be prepared for the site to demonstrate that a proposed infiltration facility meets these performance standards.

- F. Stormwater Quantity Control: The Stormwater Pollution Prevention Plan shall describe how stormwater quantity control is achieved for each watershed in the development. Calculations shall follow the Critical Storm Methodology as outlined in the Warren County Engineers Stormwater Design Manual.

SECTION 110 MAINTENANCE AND FINAL INSPECTION APPROVAL

To receive final inspection and a determination by the County Engineer that the approved Stormwater Pollution Prevention Plan and the requirements of this regulation have been complied with in performing a construction project, the following must be completed.

- A. All permanent stormwater management facilities must be installed, free of debris, and made functional per the approved Stormwater Pollution Prevention Plan.
- B. An as-built survey, sealed, signed and dated by a Professional Surveyor and a written certification by a Professional Engineer certifying that permanent stormwater management facilities, as designed and installed, meet the requirements of the approved Stormwater Pollution Prevention Plan shall be delivered to the County Engineer. The as-built survey must provide the location, dimensions, details, volume, and bearing of such facilities. In evaluating this certification, the County Engineer may require the submission of a new set of stormwater calculations if he/she determines that the design was altered materially from the approved Stormwater Pollution Prevention Plan.
- C. A Post-Construction Stormwater Management Requirements form must be completed and submitted to the Warren County Engineer for each post-construction stormwater control feature contained in the approved Stormwater Pollution Prevention Plan.

SECTION 111 VIOLATIONS

No person shall violate or cause or knowingly permit to be violated any of the provisions of this regulation, or fail to comply with any of such provisions or with any lawful requirements of any public authority made pursuant to this

regulation, or knowingly use or cause or permit the use of any lands in violation of this regulation or in violation of any permit granted under this regulation.

SECTION 112 APPEALS

A person adversely affected by a final determination or order made under this regulation may appeal such determination to the Board of Warren County Commissioners.

Resolution

Number 18-1715

Adopted Date November 06, 2018

APPROVE RENEWAL OF CONSULTING AGREEMENT WITH HORAN ASSOCIATES
FOR PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

WHEREAS, it is the desire of the Board of County Commissioners to continue utilization of Horan Associates for consulting services relative to the healthcare plan; and

NOW THEREFORE BE IT RESOLVED, to approve the renewal of Consulting Agreement with Horan Associates for the period January 1, 2019 through December 31, 2019 as attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a – Horan Associates
Horan Associates
T Whitaker, OMB
Benefits File

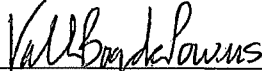
**Warren County / HORAN
Consulting Agreement Intent to Renew**

The original agreement between Warren County and HORAN commenced on January 1, 2012 for a 5 year period with the option to renew each year. Warren County conducted a full broker bid and HORAN was awarded the market bid effective January 1, 2015. Warren County and HORAN have agreed to continue the consulting agreement for the timeframe of January 1, 2019 through December 31, 2019. All fees and services from last year will remain unchanged.

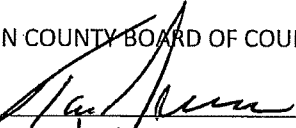
Fees / Commissions:

- Fee of \$6.50 per enrolled employee per month for medical (inclusive of data warehouse fee of \$.75)
- Fee of \$1.50 per enrolled employee per month for dental
- Standard commissions for ancillary


HORAN ASSOCIATES INC.

Signed: 
Date: 10-20-18
Name (print): VALERIE BOLTAN-FEWERS
Title: CHIEF BUSINESS OFFICER

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

Signed: 
Date: 11/6/18
Name (print): Tom Grossmann
Title: President

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 18-1716

Adopted Date November 06, 2018

ACCEPT TENTATIVE AGREEMENT REGARDING THE NEGOTIATIONS BETWEEN THE WARREN COUNTY ENGINEER AND THE WARREN COUNTY HIGHWAY EMPLOYEE ASSOCIATION/AFSCME

WHEREAS, representatives of the Warren County Engineer and the Warren County Highway Employees Association/AFSCME have been negotiating to reach agreement relative to a new Agreement for the County Engineer employees in the bargaining unit; and

WHEREAS, the representatives from the Warren County Engineer's Office and the Warren County Highway Employee Association/AFSCME have reached a tentative agreement; and

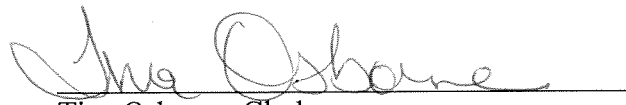
NOW THEREFORE BE IT RESOLVED, to accept the tentative agreement and approve and authorize the County Administrator to sign the approved union agreement; copy attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: County Engineer (file)
Clemans Nelson
Martin Russell
C/A—County Engineer
C/A—Warren County Highway Employees Association

Resolution

Number 18-1717

Adopted Date November 06, 2018

ENTER INTO AGREEMENT WITH ST. JOSEPH FARM, LLC FOR WATER SERVICE TO PROPERTY AT 315 WEST LOWER SPRINGBORO ROAD

WHEREAS, St. Joseph Farm, LLC desires water service to the property at 315 West Lower Springboro Road; and

WHEREAS, the existing water main does not extend across the frontage of the property; and

NOW THEREFORE BE IT RESOLVED:

1. That water service is permitted to be provided to 315 West Lower Springboro Road subject to the terms and provisions of the "Water Service Agreement" executed by Eric L. Schneider and Theresa K Schneider, owners of St. Joseph Farm, LLC.
2. That the terms and provisions of the above referenced "Water Service Agreement" are acceptable to this Board and the Agreement is hereby approved and executed, a copy of which is attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CW

cc: c/a—St. Joseph Farm, LLC
c/a—Schneider, Eric & Theresa, 315 W. Lower Springboro Rd, Lebanon, OH 45036
Water/Sewer (file)
Recorder (certified)

EXHIBIT 1


Affidavit of Facts Relating to Title
[R.C. §5301.252]

STATE OF OHIO
COUNTY OF WARREN, ss:

Now comes, Chris Brausch, Warren County Sanitary Engineer, and upon being duly cautioned and sworn does hereby state the following based on personal knowledge and/or belief:

- 1) I am the Chief Sanitary Engineer for Warren County and Director of the Water and Sewer Department and I am of majority age and legally competent.
- 2) Pursuant to Ohio Revised Code §5301.252 (B) (3), this affidavit is made for the purpose of attesting to the interest in real estate.
- 3) The Warren County Water and Sewer Department has entered into a Water Service Agreement with Eric L. Schneider and Theresa K. Schneider owners of St. Joseph Farm, LLC for water service to their property at 315 West Lower Springboro Road, Lebanon, Ohio 45036 and for the future extension of County waterlines across, adjacent, and fronting such property. A copy of the Water Service Agreement is attached hereto as Exhibit 1.
- 4) The execution of the Water Service Agreement creates an interest in the real property described in Exhibit A.
- 5) The current owner of the property is St. Joseph Farm, LLC

FURTHER AFFIANT SAYETH NAUGHT

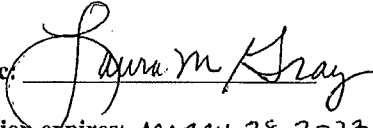
AFFIANT:
SIGNATURE: 

PRINTED NAME: Chris G. Brausch

DATE: 10/25/18

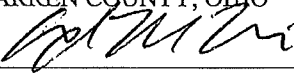
Sworn to and subscribed before me, a Notary Public, in and for said County and State on this 25th day of ~~OCTOBER~~, 2018, by the person known or proven to me to be Chris G. Brausch, who acknowledged the signing of the foregoing affidavit to be his own free and voluntary act and deed.

In Testimony Thereof, I have hereunto subscribed my name and affixed my official seal on this day and year.

Notary Public: 
My Commission expires: MARCH 28, 2023

This instrument was prepared by:

DAVID FORNSHELL
PROSECUTING ATTORNEY
OF WARREN COUNTY, OHIO

By: 
Adam Nice, Assistant Prosecuting Attorney

LAURA M GRAY
Notary Public, State of Ohio
My Commission Expires March 28, 2023

EXHIBIT 1

Grantors: St. Joseph Farm, LLC

Parcel: 08-06-400-010

Auditor's Account Number: 0612259

WATER SERVICE AGREEMENT

THIS AGREEMENT entered into by and between the Board of County Commissioners, Warren County, Ohio, (hereinafter referred to as "County") St. Joseph Farm an Ohio Limited Liability Company, whose address is 315 West Lower Springboro Road, Lebanon, Ohio 45036 and whose tax mailing address is 8540 Sycamore Trails, Springboro, Ohio 45066 (hereinafter referred to as "Owners" or "Grantors").

WITNESSETH:

WHEREAS, Owners are the fee simple owners of the following described real estate (hereinafter referred to as "Premises"):

Sidwell No. 08-06-400-010

Situated in Section 6, Town 3, Range 4, Clearcreek Township, Warren County, Ohio and being more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Deed Reference 2016-012739 of the Office of the Warren County, Ohio Recorder.

WHEREAS, the existing water main on West Lower Springboro Road terminates at approximately the west property line of the Premises. The water main does not extend across the Premises; and

WHEREAS, Owners desire to obtain public water service from the County and, if made available, Owners desire to install a water service lateral from the existing water main to the Premises, and

WHEREAS, Section 10.01d of the "Rules and Regulations" of the Warren County Water and Sewer Department provides that no water service shall be supplied to any Premises unless a water main has been installed across the Premises; and

WHEREAS, it is not feasible at this time to extend the water main across the Premises.

NOW, THEREFORE, IN CONSIDERATION of the issuance by the County of a permit to Owners, on behalf of themselves and their successors and assigns, Owners agree by and with the County as follows:

1. Owners shall, at the future request of the County, petition for and pay their portion of the cost of installing a water main to or across the Premises in accordance with future plans prepared and/or approved by the County and shall grant, at no cost to the county, the easements necessary for the construction of said water main prior to County having any obligations hereunder. Owners agree that said easement shall also be executed by their spouse(s), if married at the time of execution.

EXHIBIT 1

2. In the event Owners fail, within thirty (30) days after request by the County to petition for and pay their portion of the cost of extending a water main in accordance with Paragraph 1 hereof, the County Sanitary Engineer shall have the right to terminate all water service to said Premises and in connection therewith shall have the right to sever from the County water distribution system the water service lateral through which said Premises is provided water service. Owners, by executing this agreement, hereby grant a license to County, its agents, successors and assigns to enter onto the premises to sever the water service lateral, if necessary.

3. Pursuant to the "Rules and Regulations" of the Warren County Water and Sewer Department and in addition to the costs associated with the installation of a water service lateral by Owner to the Premises, the following fees and charges shall be applicable to the connection to the water system:

Tap Fee (5/8" Meter)	\$ 4,000.00
Non-Participant Fee	\$ 3,000.00 (Rules and Regs. 9.03.c.36)
Service Connection Fee	\$ 850.00
Health Dept Inspection Fee	\$ 35.00
Lateral Inspection Fee	\$ 80.00
Total to be Paid to County	\$ 7,930.00

It is recognized and acknowledged by Owners that the "Rules and Regulations" of the Water and Sewer Department are subject to modification. The above fees and charges shall be applicable for only thirty (30) days from the date of this Agreement. After that date, if the Owners have not paid the above referenced fees and charges, the fees and charges shall be determined at the time of application for water service in accordance with the then applicable "Rules and Regulations" of the Water and Sewer Department.

4. Owners shall obtain all easements and permits necessary to provide access to the water main for the construction of the private water service lateral. Owners shall be responsible for the ownership, operation and maintenance of the water service lateral from the water main to the structure to be served, and Owners shall hold the County harmless for all liability relating thereto.

5. All construction shall be in accordance with the specifications and requirements of the Warren County Water and Sewer Department and all construction must be inspected and approved by a representative of the Water Department.

6. In the event the water main is extended to or across the Premises after Owners have paid the charges and fees listed in Paragraph 3, the above Non-Participant Charge shall be credited to Owners and subtracted from Owners' portion of the cost of extending the water main. If a portion of the Tap Fee is waived for other properties as part of the project extending the water main to or across the Premises, the above portion of Tap Fee paid by the Owners above and beyond the fee subsequently paid by the other participating property owners under the water main extension, shall be credited to Owners and subtracted from said Owners' portion of the cost of extending the water main. If the Owners' portion of the cost of extending the water main is less than the Non-Participant Charge and a portion of the Tap Fee which may be waived, Owners shall be reimbursed the difference. However, no interest shall be paid on the amount being reimbursed.

EXHIBIT 1

7. As used in this Agreement, the term "Owners" shall include their heirs, successors and assigns. As used in this Agreement the term "County" shall include its agents, employees, contractors, successors and assigns.

18th IN WITNESS WHEREOF, the undersigned Owners have executed this Agreement this day of October, 2018.

OWNERS:

Eric L. Schneider

Eric L. Schneider

Theresa K. Schneider

Theresa K. Schneider

STATE OF OH, COUNTY OF Montgomery, ss:

BE IT REMEMBERED, that on the 18 day of Oct., 2018, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be Eric L. Schneider and Theresa K. Schneider owners of St. Joseph Farm, LLC, whose names are subscribed hereto and they executed the forgoing instrument, and acknowledged the signing and execution of said instrument is their free and voluntary act and deed, and for the uses and purposes in this instrument.



[SEAL]

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal, on the day and year last aforesaid.

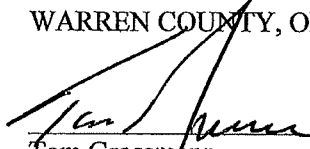
Notary Public: Jacquelyn Kucirka

My Commission Expires: 07/11/2021

EXHIBIT 1

IN WITNESS WHEREOF AND PURSUANT TO RESOLUTION NUMBER 18-1717 the Commissioners of Warren County, Ohio have executed this Agreement on this 10 day of November, 2018.

BOARD OF COMMISSIONERS OF
WARREN COUNTY, OHIO



Tom Grossmann



Shannon Jones

David G. Young

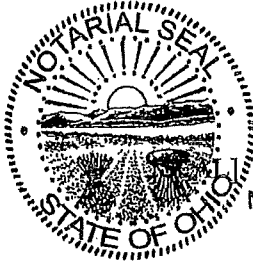
STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 10 day of Nov., 2018, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be Tom Grossmann, Shannon Jones, and ~~David G. Young~~, whose names are subscribed hereto and they executed the forgoing instrument, and acknowledged the signing and execution of said instrument is their free and voluntary act and deed, and for the uses and purposes in this instrument.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal, on the day and year last aforesaid.

Notary Public: 

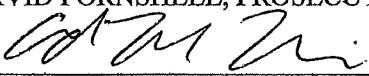
My Commission Expires: 12/26/2022



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Approved as to form:

DAVID FORNSHELL, PROSECUTING ATTORNEY



By: Adam Nice
Assistant Prosecuting Attorney



Tx: 4192330

LINDA ODA
WARREN COUNTY RECORDER
2016-012739

DEED
05/12/2016 2:54:14 PM
REC FEE: 72.00 PGS: 5
PIN:

TRANSFERRED

MAY 12 2016

SEC. 319.902 COMPLIED WITH
MATT NOLAN, Auditor
WARREN COUNTY, OHIO

Sold
ck
B

5/12/16 Katz

LIMITED WARRANTY DEED

KNOW ALL PERSONS BY THIS INSTRUMENT:

That **ERIC L. SCHNEIDER** and **THERESA K. SCHNEIDER**, Husband and Wife, for valuable consideration paid, Grants, with Limited Warranty Covenants, to **ST. JOSEPH FARM, LLC**, an Ohio limited liability company, whose tax mailing address is **8540 Sycamore Trails Drive, Springboro, Ohio 45066**, the following described real estate situated in Warren County, Ohio (the "Property") to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR THE LEGAL DESCRIPTION OF THE PROPERTY BEING CONVEYED BY THIS DEED.

The Property is conveyed together with and subject to all easements, conditions, restrictions, covenants and agreements of record and real estate taxes and installments of assessments, if any, not yet due and payable, which the Grantee herein assumes and agrees to pay.

Prior instrument reference: Instrument No. 2015-035423, Warren County, Ohio Recorder's Office

Auditor's Parcel No.: 08-06-400-010

EXECUTED this 12 day of May, 2016.

Eric L. Schneider
ERIC L. SCHNEIDER

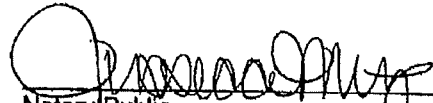
Theresa K. Schneider
THERESA K. SCHNEIDER

STATE OF OHIO)
COUNTY OF Montgomery) SS:

The foregoing instrument was acknowledged before me this 12 day of May, 2016 by **Eric L. Schneider and Theresa K. Schneider**.



JESSICA METZ, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 18, 2017


Notary Public
My commission expires: August 16, 2017

This instrument was prepared by:

Whitney B. Maxson, Esq.
Katz Teller Brant & Hild
265 E. Fifth Street
Suite 2400
Cincinnati, OH 45202
Phone: 513-721-4532

KTBH: 4827-4292-6896, v. 1

COPY

EXHIBIT "A"

Situate in the Township of Clearcreek, County of Warren and State of Ohio and bounded and described as follows:

Being part of Section 6, Town 3 and Range 4, between the Miami Rivers, beginning at a point in the South boundary line of said Section N. 82 degrees 11' W. 60 poles from the southeast corner of said Section, a stone from which a sugar tree 20 inches in diameter bears N. 68 degrees W. 39.5 links, the same being Wm. Barnhart's formerly John Bunnel's, Southwest corner, and in Johnathan McCurdy's formerly Christian Blinn's line, running thence with the south boundary line of said Section, and said McCurdy's, formerly Blinn's line N. 81 degrees W. 90.78 poles to a stone corner to John Blinn, formerly John Eyer, thence with said Blinn's, formerly Eyer's line N. 2 degrees E. 53.6 poles to a stone corner to said Blinn, formerly Eyer, and Henry Harbaugh, formerly Phillip Surface, thence with said Harbaugh's, formerly Surface's, line N. 1/4 degree E. 144.52 poles to a stone on the north side of Clearcreek, corner to said Harbaugh, formerly Surface, and Seth Ells, formerly Adam Bloss, thence with said Ells's, formerly Blose's, line the same course N. 1/4 degree E. 63.2 poles to a stone in the center of the Springboro and Ridgeville Road, thence with the center of said Road S. 76-1/2 degrees E. 91.68 poles to a stone corner to William H. Taylor, formerly David Surface, from which an old corner stone bears N. 1/2 degree E. 52.75 links, thence with said William H. Taylor's, formerly Surface's, line S. 1/2 degree W. 29.28 poles to a stone corner to said Taylor, formerly Surface, and William Barnhart, formerly John Bunnel, from which a double sycamore standing on an island in Clearcreek bears N. 33-1/4 degrees W. 73.25 links; thence the same course and with said Barnhart's, formerly Bunnel's line S 1/2 degree W. 62.1 poles to a stone, corner to an old preemption lot of 60 acres now belonging to said Barnhart, formerly Bunnel, thence still with said Barnhart's, formerly Bunnel's, line S. 1/2 degree W. 162.3 poles to the beginning, containing 143 acres and 14 poles.

Excepting the following 6.686 acres and 7.0424 acres:

Situate in the Township of Clearcreek, County of Warren and the State of Ohio, and being part of Section 6, Town 3E, Range 4 M.R.S., being part of a 143.087 Acre Tract as conveyed to the Taymont Group Limited Partnership as described in Original Record Volume 2887, Page 27 of the Deed Records of Warren County and being an 6.686 Acre Tract, being further bounded and described as follows;

Commencing at a rail road spike found on the centerline intersection of Bunnel Hill Road and Lower Springboro Road, also being the east line of said Section 6;

Thence with the centerline of said Lower Springboro Road North 72 degrees 17'28" West, for distance of 1557.09 feet to Mag nail set at the TRUE PLACE OF BEGINNING.

Thence leaving said road and being a new division line of said 143.087 Acre Tract along the following three courses;

- 1) South 04 degrees 45' 48" West, passing a #5 rebar set at 35.91 feet for a total distance of 629.47 feet to a #5 rebar set;
- 2) South 76 degrees 39' 46" West, a distance of 411.57 feet to a #5 rebar set;

3) North 04 degrees 23' 00" East, passing a #5 rebar set at 812.96 feet, for a distance of 848.95 feet to a Mag nail set in the centerline of said Lower Springboro Road;

Thence with the centerline of said Lower Springboro Road, along the following two courses;

- 1) South 72 degrees 09' 48" East, a distance of 160.33 feet to a #5 rebar found;
- 2) South 72 degrees 17' 28" East, a distance of 246.93 feet to the TRUE PLACE OF BEGINNING;

This described Tract contains 6.686 Acres be it the same more or less, also being subject to all legal highways, easements and restrictions of record or otherwise.

Surveyed Performed by Reinke Group, under the direct supervision of Louis J. Hanser, Ohio Registration #7843, June 2004.

Basis for bearing: Centerline of Lower Springboro Road as shown on Stone Ridge Subdivision Section 10 as recorded in Plat Book 61, Page 62-63 of the Warren County Plat Records, (North 72 degrees 17' 28" West).

Situate in Section 6, Town 3E, Range 4 M.R.S, Clearcreek Township, Warren County, Ohio. Being part of a 143 acres (by deed) parcel conveyed to the Teymont Group Limited Partnership, as recorded in O.R. 2887, Page 27 of the Deed Records of Warren County, Ohio, and being a tract of land more particularly described as follows:

Starting for reference at a railroad spike found in the centerline intersection of said Lower Springboro Road and Bunnell Hill Road also being on the east line of said Section 6;

Thence, N 72 degrees 17' 28" W, with the centerline of said Lower Springboro Road, for a distance of 1021.58 feet to a mag nail set at the northwest corner of a 5.7719 acre (by deed) parcel as conveyed to David Kincaid by O.R. 1995, Page 105 (witness a mag nail found N 06 degrees 16' 01" E - 1.46 feet) and being the True Point of Beginning;

Thence from said True Point of Beginning, S 04 degrees 43' 31" W, with the west line of said 5.7719 acre parcel and the west line of a 22.50 acre (by deed) parcel as conveyed to Chris Carter by O.R. 1760, Page 839, passing a 3/8" iron pin found at 29.22 feet and 5/8" iron pin set at 574.35 feet, for a total distance of 599.35 feet to a 5/8" iron pin set for a new corner in the centerline of Clear Creek;

Thence, through said 143 acre parcel, with the centerline of said Clear Creek for a new division line the following three courses;

- 1) N 61 degrees 43' 49" W, a distance of 188.17 feet to a 5/8" iron pin set for a new corner;
- 2) N 80 degrees 32' 41" W, a distance of 223.83 feet to a 5/8" iron pin set for a new corner;
- 3) N 86 degrees 56' 23" W, a distance of 125.74 feet to a 5/8" iron pin set at the southeast corner of a 6.686 acre (by deed) parcel as conveyed to Mary Hellen Montgomery by O.R. 3661, Page 586;

Thence, N 04 degrees 45' 48" E, with the east line of said 6.686 acre parcel, passing a 5/8" iron pin set at 25.00 feet and a 5/8" iron pin found at 593.54 feet, for a total distance of 629.47 feet to a mag nail set at the northeast corner of said 6.686 acre parcel and in the centerline of said Lower Springboro Road;

Thence, S 72 degrees 17' 28" E, with the centerline of said Lower Springboro Road, for a distance of 584.51 feet to the True Point of Beginning, Containing 7.0424 Acres. Subject to all legal conditions, easements and right-of-ways pertaining to the premises herein described. This description prepared by McDougall - Marsh Land Surveyors. Based on a field survey made by same in October 2008 under the direct supervision of Thomas K. Marsh P.S. #7735. All iron pins set are 30" x 5/8" capped "7735". Bearings are based on the centerline of Lower Springboro Road as shown on Stone Ridge, Section Ten, as recorded in Plat Book 61, Pages 62-63 of the Plat Records of Warren County, Ohio.

Leaving a residue of 129.3586 acres.

Also save and except 0.1962 acres conveyed to Robert and Kathy Dukich in Doc # 2016-008086.

Leaving a remainder of 129.1624 acres per Warren County Records.

08-06-400-010



KTBH: 4827-4292-6898, v. 1

Resolution

Number 18-1718

Adopted Date November 06, 2018

ENTER INTO CONTRACT WITH INLAND WATERS POLLUTION CONTROL, INC. FOR THE WAYNESVILLE COLLECTION SYSTEM IMPROVEMENTS, PHASE 1 PROJECT

WHEREAS, pursuant to Res. 18-1581, adopted October 16, 2018, this Board approved a Notice of Intent to Award Bid for the Waynesville Collection System Improvements, Phase 1 Project to Inland Waters Pollution Control, Inc., for a total bid price of \$349,635.00; and

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


NOW THEREFORE BE IT RESOLVED, to enter into contract with Inland Waters Pollution Control, Inc., 1510 Klondike Rd., Ste. 400, Conyers, Georgia, for a total contract price of \$349,635.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: c/a—Inland Waters Pollution Control, Inc.
Water/Sewer (file)
OMB Bid file

SECTION 00400 - CONTRACT

THIS AGREEMENT, made this 10 day of November, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Inland Waters Pollution Control, Inc., 4086 Michigan Avenue, Detroit, Michigan**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

WAYNESVILLE COLLECTION SYSTEM IMPROVEMENTS, PHASE 1 PROJECT

hereinafter called the project, for the sum of **\$349,635.00, three hundred forty nine thousand six hundred thirty five dollars**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

VOLUME I

SECTION 00040 - INVITATION TO BIDDERS

SECTION 00100 - BID PROPOSAL

SECTION 00120 - EXCEPTION SHEET

SECTION 00130 - BIDDER IDENTIFICATION

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

SECTION 00220 - NONCOLLUSION AFFIDAVIT

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

SECTION 00280 - PERFORMANCE BOND

SECTION 00300 - EXPERIENCE STATEMENT

SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL
PROPERTY TAX

SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID
CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT
OPPORTUNITY AFFIDAVIT

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

SECTION 00400 - CONTRACT

SECTION 00500 - WAGE RATE DETERMINATION

SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00730 - TECHNICAL SPECIFICATIONS

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- a. Substantial completion shall be within 300 days from Notice to Proceed.
- b. Final completion, site restoration work complete, and Contract Closeout shall be within 335 days from Notice to Proceed.

Contractor also agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter.

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

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

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

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

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

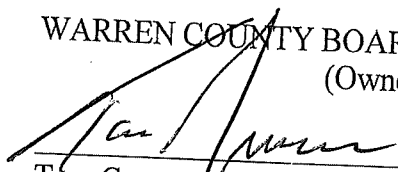
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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

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

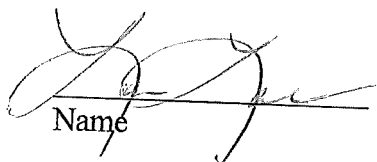
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

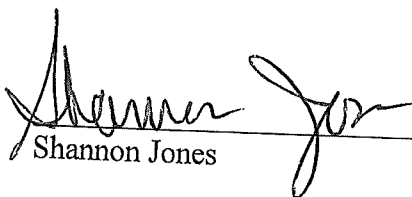
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)


Tom Grossmann, President

ATTEST:

David G. Young


Name

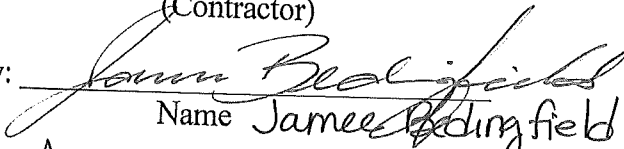

Shannon Jones

(Seal)

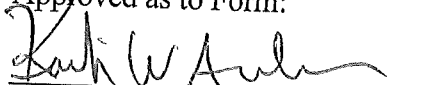
ATTEST:


Name

INLAND WATERS POLLUTION CONTROL, INC.
(Contractor)

By: 
Name James Beal-Fields
Assistant Secretary
Title

Approved as to Form:


Assistant Prosecutor

Resolution

Number 18-1719

Adopted Date November 06, 2018

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


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

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/
cc:

[REDACTED]
Children Services (file)

Resolution

Number 18-1720

Adopted Date November 06, 2018

APPROVE AMENDMENT #2 OF THE AGREEMENT WITH EASTER SEALS TRISTATE, LLC, AS WIOA YOUTH SERVICE PROVIDER FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, Resolution Number 16-0967 approved and entered into a Service Agreement with the Easter Seals Tristate, LLC, Inc to provide Workforce Innovation and Opportunity Act (WIOA) Youth Service Agreement Services for the Area 12 Workforce Development Board; and

WHEREAS, the Board of County Commissioners and Easter Seals Tristate, LLC mutually desire to continue said services through the year 2019; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve amendment #2 which extends the contract with the said Provider through June 30, 2019, copy of said amendment is attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Easter Seals LLC
Area 12 WIB (file)

Amendment #2:

**Workforce Investment Board | Butler ▪ Clermont ▪ Warren
WIOA Youth Purchase of Service Contract**

The approved and entered into WIOA Youth Purchase of Service Contract Agreement beginning July 1, 2016 and subsequently amended on September 27, 2016 and extended on June 29, 2017 and July 10th, 2018 was entered into by and between the Workforce Investment Board of Butler, Clermont and Warren Counties/Ohio Area 12 WDB (hereinafter "WIBBCW"), through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent and **Easter Seals Tristate LLC**, (hereinafter "Provider"), with its main office located at **2901 Gilbert Avenue, Cincinnati, Ohio 45206**, for the purchase of **Workforce Investment WIOA Youth Services** identified under Exhibit I, Services To Be Purchased, is hereby modified by the Amendment #2.

All parties agree to the modified/amended as follows:

1. TERM / CONTRACT AMOUNT

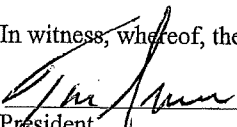
The Contract shall be extended to remain in effect until June 30, 2019 inclusive, unless otherwise terminated by a formal amendment. WIBBCW. The maximum amount payable for this Contract shall not exceed \$1,257,178.

2. SCOPE OF SERVICE

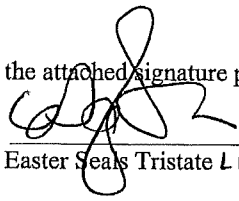
The Provider agrees to completing the PY18/FY19 WIOA Youth Operator Deliverables in Attachment A.

Except as modified and changed by the Amendment Number 2, the WIOA Youth Purchase of Service Contract Agreement beginning July 1, 2016 and subsequently amended on September 27, 2016 and extended on June 29, 2017 and July 10, 2018, by and between the Board of Warren County Commissioners on behalf of the WIBBCW, shall remain as written in full force and effect.

In witness, whereof, the parties hereunto set for their hands on the attached signature pages therefore.



President
Board of Warren County Commissioners



Easter Seals Tristate LLC

11/6/18

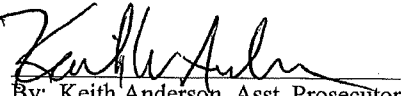
Date

10/22/18

Date

Approved as to Form:

PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Keith Anderson, Asst. Prosecutor

Easter Seals WIOA Youth Operator Deliverables: Other

Action Steps
Operator Deliverables: Performance
CCMEP/TANF Braiding: Partner with CCMEP/TANF Youth providers to maximize the referral of all work-eligible individuals, between ages 14-24, to the OMJ Center to receive eligible WIOA Youth services
Case Management: Measurable Skills Gains are to be entered Quarterly for all Education & Training Members
Monthly Reports, detailing: <ul style="list-style-type: none"> • Negotiated Performance Measures • Local Performance Measures • Outreach Activities • Satisfaction Surveys – Emerging Workforce • Satisfaction Surveys – Businesses • Ranking of Workshops Attendance, by volume, in each Career Center • Line Item expenditures, as compared to budget. Total, and per-county • Return on Investment (ROI) calculation • Career Center Highlights
Budget: Easter Seals will draw funds <i>as close as possible</i> to the disbursement of the funds, to mitigate reports showing unallocated cash on-hand.
Services: Monitor CCMEP WIOA Participation Rate
Customer Satisfaction: Secure and present Customer Satisfaction Surveys, monthly, Youth and Business Members.
Operator Deliverables: Productivity
Develop a Youth Council
Career Plans: Build Career Plans around Career Passions (e.g. Interest Inventory) and Living Wage Goals
Case Management: Maintain Dummy File with uniform forms used by all OMJ Career Centers
Case Management: WIOA Intake/Enrollment – Average Time Frame must be: 30-Days
Case Management: Contact w/ Enrolled Members – Average must be: Every 30-Days
Case Management: 100% of open cases must receive a service, or exited, within 90-days, as shown in OWCMS reports
Case Management: Use Online TABE to measure Educational Functioning Level and Progress
Case Management: Use WorkKeys to measure and document Job Readiness and Progress
Outreach/Marketing Plan: Revise, quarterly (in partnership with WIOA Adult Services Provider) including how current, WIBBCW-approved materials, marketing tools and technology will be used to raise community awareness of, and engagement in, Youth-Specific Projects, Events and Center Utilization.
Outreach/Marketing: Maintain OMJ-BCW's new media voice, through regularly scheduled projects, tasks and events on (for example) Facebook, Pinterest, Snap Chat, Linked-In and Twitter, in partnership with the WIOA Adult Services provider
Services: Develop a process to track Work Experience policy, to Recruit, Prepare and Refer Members to Work Experience activities. <i>Includes Mentor/Internships, Job Shadowing, Stipends and Incentives.</i>
Services: Improve Warren County's use of Tutoring, study skills training, drop-out prevention, drop-out recovery services
Services: Report all Labor Market and Employment Information (LMI) activity in OWCMS for Member Services.
Training: Establish a Cross-Training partnership between Easter Seals, the OMJ BCW Career Center and Required Partners, to address customer service goals, OWCMS Case Management, Physical Files Maintenance and Services Delivery
Operator Deliverables: Projects
File Management: File Peer Review structure to be created and executed, bi-annually.
Case Management: Integrate a "Training Options Selection Guide" into Education & Training Approval Process
Operations: Maintain annual inventory of all existing, leased furniture and equipment
Marketing: Market the Workforce Development Board (WIBBCW) as the 'hub' for regional workforce development services and performance
Marketing: Market OMJs to Businesses and Employers, as guided by the WIBBCW Outreach & Marketing Plan

Easter Seals WIOA Youth Operator Deliverables: Budget & Billing – PY2019

Easter Seals FY2019 BUDGET	FY19 Goals	Quarterly Targets	Actual			
			Q1	Q2	Q3	Q4
1. CCMEP WIOA Youth - Member Volume Count	298 ¹	74.5	75	74	75	74
2. CCMEP Total Served (Tracking Only)	515 ²	129	128	129	129	129
3. 100% Allocation of Contracts (Incl. compliance with WIBBCW's 80% Annual Expenditure/Obligation Requirement)	FY19 Goals	Quarterly Targets	Q1	Q2	Q3	Q4
a. 100% of youth will be referred to CCMEP/TANF for eligibility	100%	100%				
b. Youth Funds (PY17 & FY18 – 9/39/2019) – Expended Balance	100%					
c. Youth Funds (PY17 & FY18 – 9/39/2019) – Work Experience Minimum Total % (Utilization of program dollars)	25%	25%				
d. Youth (Out of School) Funds – Out of School Youth Utilization of program dollars.	80%	80%				

Easter Seals WIOA Youth Operator Deliverables: Federal Performance Measures – PY2019

WIOA PERFORMANCE MEASURES	FY19 Goals	Actual			
		Q1	Q2	Q3	Q4
1. Employment, Education or Training (At Exit)	Baseline				
2. Employment, Education or Training (2 nd Qtr After Exit)	67% (Model Target: 86.9%)				
3. Median Earnings (2 nd Qtr After Exit)	Baseline				
4. Employment, Education or Training (4 th Qtr After Exit)	65% (Model Target: 79.8%)				
5. Credential Attainment Rate	55% (Model Target: 68.5%)				
6. Measurable Skill Gains	Baseline				
7. Effectiveness in Serving Employers: Retention	Baseline				

¹ 10% Increase. 271 CCMEP WIOA Youth were served in PY2017, according to the CCMEP Performance Report, Q4 Preliminary, PY2017

² 10% Increase. 468 CCMEP Youth were served in PY2017, according to the CCMEP Performance Report, Q4 Preliminary, PY2017

Easter Seals WIOA Youth Operator Deliverables: Local Performance Measures

Career Center Services for Youth (WIOA) (Easter Seals)	FY19 Goals	Actual			
		Q1	Q2	Q3	Q4
1. Market Share: Disadvantaged Youth Served ÷ County Number - Butler	Baseline: % of 11,710				
2. Market Share: Disadvantaged Youth Served ÷ County Number - Clermont	Baseline: % of 3,040				
3. Market Share: Disadvantaged Youth Served ÷ County Number - Warren	Baseline: % of 2,975				
4. Work Experience Utilization	25%				
5. Out-of-School Youth Activities Utilization	75%				
6. Financial Obligations, from Receipt Date	80% w/in 12 mos.				
7. Financial Obligations, from Receipt Date	100% w/in 18 mos.				
8. Financial Expenditures, From Receipt Date	100% w/in 21 mos.				
9. Customer Satisfaction	Baseline				

WIOA Youth: Customer Satisfaction

Customer Satisfaction	FY19 Goals	Q1	Q2	Q3	Q4
Average Member Satisfaction (WIOA)	82% or 8				
	(1-10 scale)				
Average Employer Index Score	75% or 8				
	(1-10 scale)				

Resolution

Number 18-1721

Adopted Date November 06, 2018

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT WITH BRANDON W. AND GRETCHEN K. EYLER FOR THE EVERETT AVENUE BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve Everett Avenue, it is necessary to construct roadway improvements and in order to do this work it is necessary to enter onto property, which is owned by Brandon W. & Gretchen K. Eyler, husband and wife; and

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

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

Exclusive and Permanent Drainage Easement – Exhibits A & B – 0.020 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is \$885.00; and

NOW THEREFORE BE IT RESOLVED, to enter into exclusive and permanent drainage easement agreement, copies of which are attached hereto and made a part hereof, with Brandon W. & Gretchen K. Eyler for the Everett Avenue Bridge Replacement for the sum of \$885.00.

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

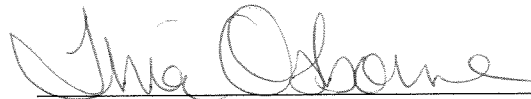
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Eyler, Brandon W. & Gretchen K.
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #16-20-102-027 (Pt.)**

ARTICLES OF AGREEMENT

This agreement is entered into the date stated below by Brandon W. and Gretchen K. Eyler, husband and wife, whose tax mailing address is 3920 Everett Avenue, Loveland, Ohio 45140 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

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

That the Grantors, for and in consideration of the sum of Eight Hundred Eighty Five Dollars (\$885.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, do hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement for the purpose of constructing and maintaining the necessary project improvements, upon and over the lands hereafter described, Section 20, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

EXCLUSIVE & PERMANENT DRAINAGE EASEMENT LEGAL DESCRIPTION

**See Exhibit "A" for details.
See Exhibit "B" for drawing.**

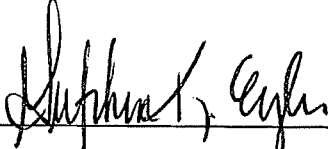
The Exclusive and Permanent Drainage Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.


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

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

GRANTORS

IN EXECUTION WHEREOF, Brandon W. and Gretchen K. Eyler, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:
SIGNATURE: 
PRINTED NAME: Gretchen K. Eyler
DATE: 10-22-18

SIGNATURE: 
PRINTED NAME: Brandon W. Eyler
DATE: 10.22.18

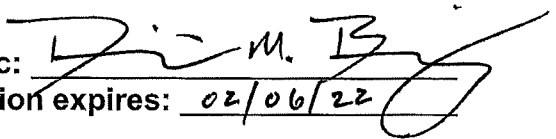
STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 22nd day of OCTOBER, 20 18, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Brandon W. and Gretchen K. Eyler, husband and wife, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

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



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

Notary Public: 
My commission expires: 02/06/22

[the balance of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Resolution No. 18-177, dated 11/6/18.
1721

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 11/6/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 6 day of November, 2018 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Easement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization into to act.

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

Notary Public: [Signature]
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO
By: [Signature]
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@co.warren.oh.us



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

**Gretchen K. Meyers and Brandon W. Eyer
Permanent Drainage Easement – 2D
For Everett Avenue Bridge Replacement Project
(Bridge No. 2032-0.23)
PIN #16-20-102-027 (Pt.)**

Situated in Section 20, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio, along the north side of Everett Avenue (also known as Township Road 2032), being a part of Lot 75A of the Myrtle Village Subdivision Section Three Record Plat Replat of Lots 74 and 75 as recorded in Plat Book 69, Page 100 in the Warren County Recorder's Office (Original Myrtle Village Subdivision Section Three Record Plat recorded in Plat Book 4, Page 127), a 0.437 acre tract conveyed to Gretchen K. Meyers and Brandon W. Eyer, Grantors, by deed as recorded in Document Number 2017-006394 in the Warren County Recorder's Office being more particularly described as follows:

Commencing at the Grantors' southwest boundary corner, being the common boundary line between Lot 75A and Lot 76 of the Myrtle Village Subdivision Section Three Record Plat Replat of Lots 74 and 75, also being the southeast boundary corner of Lot 76, consisting of a 0.505 acre tract conveyed to Asmaa Benkirane, Official Record 5147, Page 544, and also being a point in the existing northerly right-of-way line of Everett Avenue (Township Road 2032);

Thence along the said right-of-way line, also being the Grantors' southerly boundary line South 83 degrees 17 minutes 15 seconds East 35.64 feet to a point in the new permanent drainage easement line, being the TRUE POINT OF BEGINNING of this description;

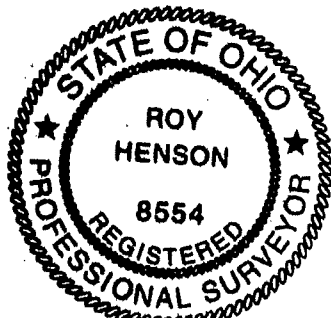
Thence along the said easement line North 62 degrees 17 minutes 47 seconds East 61.65 feet to a point in the easterly boundary line of the Grantors', also being the westerly boundary line of Lot 74A, consisting of a 0.573 acre tract conveyed to Amy M. and Lawrence L. Adams, Official Record 4271, Page 577;

Thence along the said boundary line South 06 degrees 42 minutes 45 seconds West 34.85 feet to a point in the existing northerly right-of-way line of Everett Avenue (Township Road 2032), also being the Grantors' southeast boundary corner, and also being the southwest boundary corner of Lot 74A;

Thence along the said right-of-way and south boundary line North 83 degrees 17 minutes 15 seconds West 50.86 feet to a point in the new permanent drainage easement line, being the TRUE POINT OF BEGINNING containing 0.020 acres (886 s.f.), more or less.

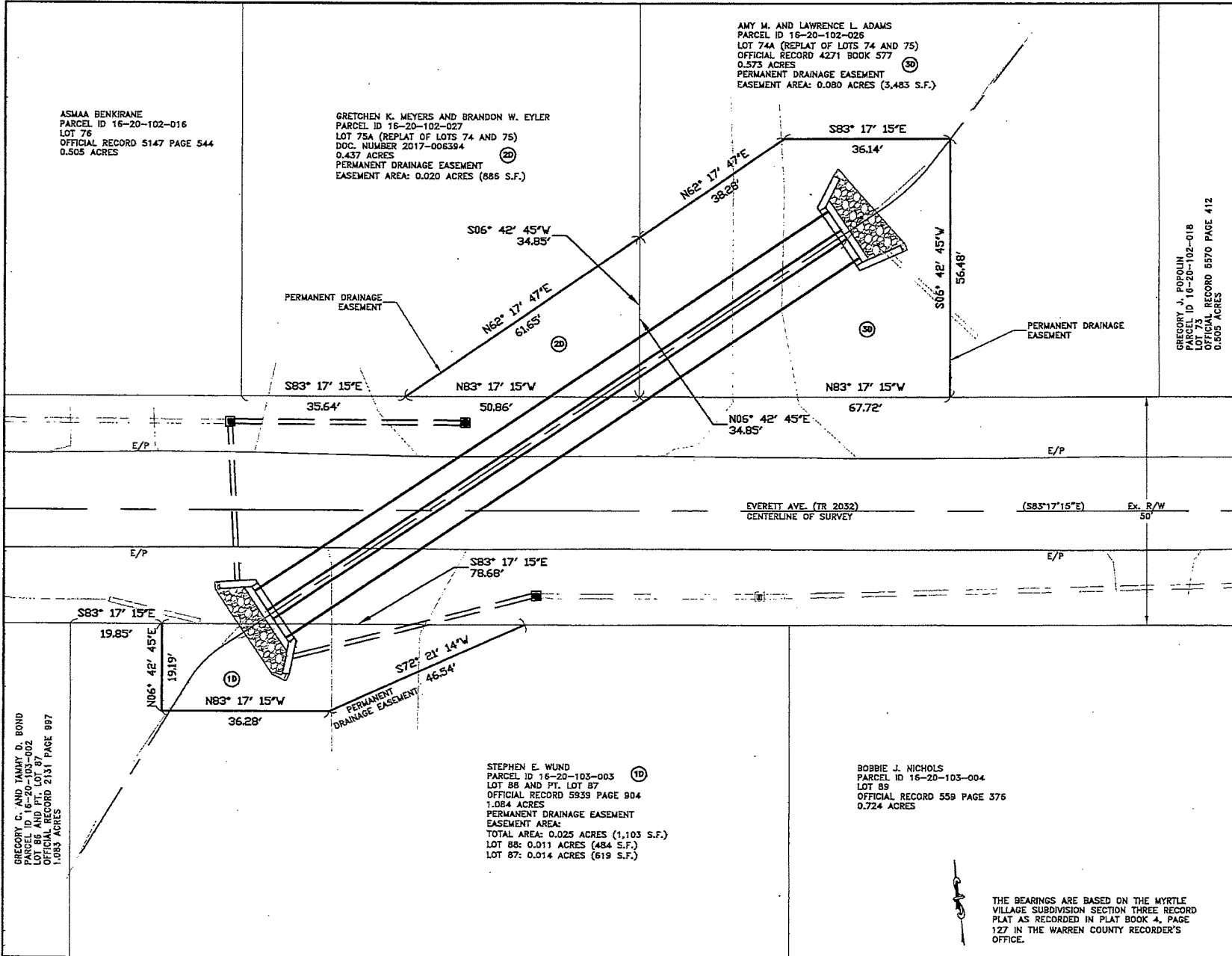
The bearings for this description are based on the Myrtle Village Subdivision Section Three Record Plat as recorded in Plat Book 4, Page 127 in the Warren County Recorder's Office.

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



Roy G. Henson
8/16/2018

EXHIBIT "B"



210 W. Mohr Street
Warren, Ohio 44481
513.696.5300 Phone
513.696.7714 FAX

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

PROPOSED EASEMENT - EXHIBIT "B"

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

SCALE	DATE	CHECKED BY	FILE	DRAWING NO.
1" = 30'	07/02/18	RCH	18201-050	
DRAWN BY				
DMP				
PROJECT NO.				
182002				

Resolution

Number 18-1722

Adopted Date November 06, 2018

APPROVE AND AUTHORIZE THE WARREN COUNTY JUVENILE COURT TO SUBMIT A GRANT APPLICATION FOR VICTIMS ASSISTANCE FUNDS.

BE IT RESOLVED, to approve and authorize the 2018-2019 Application for Victims of Crime Act (VOCA) Program and the State Victims Assistance Act (SVAA) to the Attorney General's Office on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to authorize the President and/or Vice president of this Board to sign the documents relative thereto; and


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

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Juvenile Court (file)
OGA

VOCA and SVAA Grant Award and Acceptance Form

Grant Period 10/1/2018 – 9/30/2019

Organization: Warren County Juvenile Court
 Applicant Name: Malia Mumma
 Street Address 1: 900 Memorial Drive
 Street Address 2:
 City, State, ZIP: Lebanon, Ohio 45036

Phone: (513) 695-1356

Funding Stream: 2019VOCA

County: Warren

VOCA CFDA Number: 16.575

Award Number: 2019-VOCA-132136795

VOCA Award: \$30,000.00

SVAA Award: \$0.00

Awarded Costs

Cost	Total	Grant Dollars	Cash Match	In-Kind Match	VOCA/SVAA
Mumma	\$19,516.24	\$19,516.24	\$0.00	\$0.00	VOCA
Harper	\$10,483.76	\$10,483.76	\$0.00	\$0.00	VOCA
In-Kind Match	\$0.00	\$0.00	\$0.00	\$7,500.00	VOCA

This grant is subject to all rules, regulations, and criteria included in the grant application and special conditions attached hereto.

Mike DeWine, Ohio Attorney General
 Crime Victims Section
 30 E. Broad St., Fl. 23
 Columbus, OH 43215

Signature of Approving Official

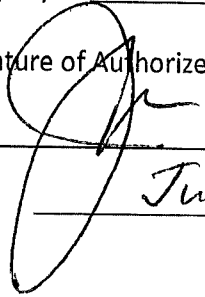


D. Michael Sheline
 Assistant Section Chief

The undersigned, having received the statement of grant award/acceptance and the conditions attached thereto, does hereby accept this grant and agrees to the conditions pertaining thereto, this

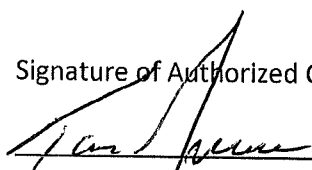
19th Day of October, 2018

Signature of Authorized Official

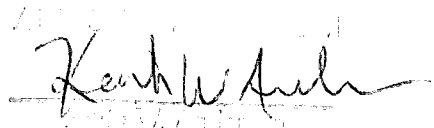


Title: Judge

Signature of Authorized Official



Title: President



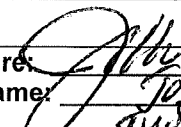
Asst. to the President

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

SPECIAL CONDITION #9

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subrecipient</p> <p style="text-align: center;">Tier _____, if known:</p> <p style="text-align: center;">Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subrecipient, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: center;">CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: center;">(attach Continuation Sheet(s))</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;">SF-LLL-A, if necessary</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other: specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: <u>Joseph Kirby</u></p> <p>Title: <u>Judge</u></p> <p>Telephone No.: <u>513-695-2686</u></p> <p>Date: <u>10-15-10</u></p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

INFORMATION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subrecipient or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subrecipient, e.g. the first subrecipient of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subrecipient", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award of loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

SPECIAL CONDITION #10

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joseph Kirby, Judge

Name and Title of Authorized Representative

Signature

Warren County Juvenile Court -- Warren County CASA

Date

10-15-18

Name of Organization

900 Memorial Drive

Lebanon OH 45036

Address of Organization

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SPECIAL CONDITION #16
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OHIO ATTORNEY GENERAL'S OFFICE

INSTRUCTIONS: Complete the identifying information. Have your Authorized Official sign at the bottom of pages 1, 2, 3, and 4, and forward a copy to the person you identified as the person responsible for reporting civil rights findings. Check the one certification that applies to your agency and return the original to the Ohio Attorney General's Office, Crime Victim Section, 30 E. Broad St. Fl. 23, Columbus, OH 43215.

Grant # 2019-VOCA-132135793
Subgrantee Name (Funded Entity): Warren County CASA - Warren County Juvenile Court
Address: 900 Memorial Drive Lebanon OH 45036
Duration: Beginning Date: December 1, 2017 End Date: Sept. 30, 2018 Award: \$30,000
Project Director's Name & Phone: Malia Mumma, 513-695-1396

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

REQUIREMENTS OF SUBGRANTEE RECIPIENTS: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibition against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.97 and 42.911-2; and our projects and activities provide meaningful access for people with limited English proficiency or required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit those findings if any, to the Ohio Attorney General's Office within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination: (Name, Address and Phone)
Susan Spencer, Personnel Officer
406 Justice Drive
Lebanon OH 45036
513-695-1747

- I. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEO) CERTIFICATIONS:** Check the box before ONLY THE MOST APPROPRIATE CERTIFICATION (A, B, C1 or C2 below) that applies to this subgrant agency, including the period of the grant duration noted above.
- CERTIFICATION C12 AND C20 IS REQUIRED IF (1), (2), or (3) below apply:** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity. (More than one may apply)

This funded entity has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over the 12-month period that includes the above grant duration period, and

- (1) is an educational institution, a non-profit institution or an Indian Tribe; and/or
 (2) has less than 50 employees; and/or
 (3) was awarded through this grant from the Ohio Attorney General's Office less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301 et seq.

SPECIAL CONDITION #16

**CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE PROGRAMS (Continued)**

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: (Continued)

X CERTIFICATION TYPE (SEE PAGE 16 OF FORM FILE)

This funded entity, as a federal contractor or state or local government having 50 or more employees, was awarded, through this grant from the U.S. Department of Justice, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds, and it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq. and that the Plan has been signed into effect by the proper authority and disseminated to all employees, and that it is on file as required by officials of the Ohio Attorney General's Office or the Office for Civil Rights, Office of Justice Programs, to comply with relevant laws and regulations.

□ CERTIFICATION TYPE (SEE PAGE 16 OF FORM SUBMITTED)

This funded entity, as a federal contractor or state or local government having 50 or more employees, was awarded, through this grant from the U.S. Department of Justice, more than \$500,000 in federal U.S. Department of Justice funds; but it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form that will include a section specifically identifying the subgrantee (implementing) agency.

□ CERTIFICATION TYPE (SEE PAGE 16 OF FORM SUBMITTED)

This funded entity, having 50 or more employees, has been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice, including this subgrant from the Ohio Attorney General's Office, over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form that will include a section specifically identifying the subgrantee (implementing) agency. Please submit an EEOP applicable to this time period to the U.S. Attorney General's Office, Crime Victim Section, 30 E. Broad St., Fl. 23, Columbus, Ohio 43215.

As the Authorized Official of the funded entity, I hereby certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature

(Date)

Joseph Kibbe

Judge

(Typed Name)

(Title)

CERTIFICATION FORM

Recipient Name and Address: Warren County Juvenile Court

Grant Title: _____ Grant Number: _____ Award Amount: _____

Contact Person Name and Title: Malia Mumma, Director, CASA Phone Number: (513) 695-1356

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Ohio Attorney General's Office (OAG) to prepare, maintain on file, submit to OAG for review, and implement an Equal Employment Opportunity Plan (EEO) in accordance with 28 C.F.R. §§ 42.301-3.08. The regulations exempt some recipients from all of the EEO requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEO; but they do not need to submit the EEO to OJP for review. Recipients that claim a complete exemption from the EEO requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement must complete Section B below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or OAG grants, please complete a form for each grant, ensuring that any EEO recipient certifies as completed and on file (if applicable) has been prepared within two years of the last grant. Please send the completed form(s) to the Ohio Attorney General's Office, Crime Victim Section, 30 E. Broad St., Fl. 23, Columbus, OH 43215. For assistance in completing this form, please call (614) 466-1358.

Section A – Declaration Claiming Complete Exemption from the EEO Requirement. *Please check all the boxes that apply.*

- | | |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees, | <input type="checkbox"/> Recipient is an Indian Tribe, |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or |
| <input type="checkbox"/> Recipient is a medical institution, | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, _____ (responsible official), certify that _____ (recipient) is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R. §42.302.

I further certify that _____ (recipient) will comply with applicable Federal Civil Rights Laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title

Signature

Date

CERTIFICATION FORM CONTINUED

Section B -- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying that an EEOP is on File for Review.

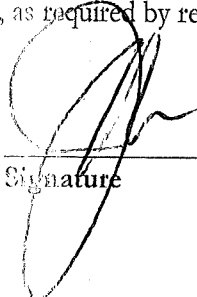
If a recipient agency has 50 or more employees and is receiving a single award or sub-award for \$25,000 or more, but less than \$500,000, that the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (43 C.F.R. § 42.305):

I, Joseph Kirby (responsible official), certify that the Warren County Juvenile Court – Warren County CASA Program (recipient), which has 50 or more employees and is receiving a single award or sub-award for \$25,000 or more, but less than \$500,000 has formulated an EEOP in accordance with 28 C.F.R. § 42.301, *et seq.*, subpart E.

I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Susan Spencer, Personnel Officer, Warren County (organization), at 406 Justice Drive, Lebanon OH 45036 (address), for review by the public and employees for review or audit by officials of the relevant state planning agency or the Ohio Attorney General's Office, Office of the Vice in Section, as required by relevant laws and regulations.

Joseph Kirby, Judge

Print or Type Name and Title



Signature

10/15/11

Date

Resolution

Number 18-1723

Adopted Date November 06, 2018

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills as submitted on #11/01/2018 001, #11/01/2018 002, #11/01/2018 003, #11/01/2018 004, #11/01/2018 005, #11/06/2018 001, #11/06/2018 002, #11/06/2018 003, #11/06/2018 004, #11/06/2018 005, #11/06/2018 006, and #11/06/2018 007; said batches are attached hereto and made a part hereof.

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

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

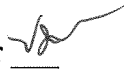
Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

kh

cc:

Auditor 

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1724

Adopted Date November 06, 2018

ACKNOWLEDGE RECEIPT OF OCTOBER 2018 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the October 2018 County Financial Statement for Funds #101 through #650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) 29
S. Spencer
Tina Osborne

1/17/10 09:29:27

REPORT CONTRACT STATEMENT COUNTY OF HARDEE, FLORIDA, FOR WATER SUPPLY DISTR. # 111, 2018

PAGE 7

FUND	ACCT	PREVIOUS BAL.	ACCEPTS	DEL. AMT	EXPENDITURE	CR. AMT	AMOUNT IN ADVANT	CURRENT BAL.	AMOUNTS DUE	TREASURER'S BAL
277	JUVENILE COURT CLERK COMPUTER B	267,374.61	7,170.00	.00	1,577.00	.00	.00	267,847.61	.00	267,847.61
278	JUVENILE COURT CLERK COMPUTER	471,253.07	1,550.00	.00	1,540.71	.00	.00	172,070.67	.00	172,070.67
279	JUVENILE COURT COMPUTER HOC #1	59,718.54	173.00	.00	.00	.00	.00	29,385.64	.00	29,385.64
280	DOMESTIC REL COURT COMPUTER #1	11,979.03	1,449.94	.00	.00	.00	.00	19,398.01	.00	19,398.01
281	ELDER CTS COURTS COMPUTER #301	295,101.79	5,422.00	.00	797.00	.00	.00	11,475.99	787.50	12,263.09
282	COUNTY COURT SPECIAL PROJECTS	1,268,298.15	46,665.55	.00	12,160.54	.00	.00	1,403,299.30	1,769.83	1,404,069.13
283	COMMITTEE INVESTMENT PROJES	39,718.59	16,947.47	100.0000	11,036.91	.00	.00	146,549.71	128.00	146,677.71
284	CONCESSION HARDWARE I/EVENL	484,947.78	16,031.00	.00	6,505.48	.00	.00	700,272.90	67.00	700,339.90
285	SHERIFF-PRUC LAM IMPROVEMEN	50,542.44	100.00	200.00	.00	.00	.00	59,873.44	111.90	59,985.34
287	SHERIFF-LAM ENFORCEMENT TRNG	592,069.46	29,795.47	.00	.00	.00	.00	179,714.03	.00	179,714.03
288	DRUG BASED CORRECTIONS BUDGET	2,747.47	.00	.00	.00	.00	.00	2,747.47	.00	2,747.47
289	COMMUNITY BASED CORRECTIONS	549,162.73	147,774.25	.00	77,323.50	1,554.26	.00	614,721.40	713.00	615,434.40
290	HAZ WAT CONCERN PLAN SPEC -DUU	1.72	.00	.00	.00	.00	.00	1.92	.00	1.92
291	SHERIFF-O.A.M.C PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00	.00
292	TRAFFIC SAFETY PROGRAM-SHERIFF	5,382.85	.00	.00	.00	.00	.00	7,339.85	.00	7,339.85
293	SHERIFF GRANTS	8,357.00	5,200.00	.00	.00	.00	.00	14,157.00	.00	14,157.00
294	SHERIFF DRUG LAM IMPROVEMEN C	150,132.30	19,886.25	.00	.00	.00	.00	150,110.35	.00	150,110.35
295	TACTICAL RESPONSE UNIT	13,210.47	.00	.00	2,249.65	.00	.00	10,960.82	952.84	11,913.66
296	COURT REHAB SUBCOMMITTEE ASSY CO	41,847.14	.00	.00	.00	.00	.00	41,847.14	.00	41,847.14
297	LABORATORY & INVESTIGATION	77,181.41	1,094.00	.00	.00	.00	.00	90,285.41	.00	90,285.41
298	BEHAR, INC PURCH	82,361.77	.00	.00	.00	.00	.00	82,361.77	.00	82,361.77
299	COUNTY TRNG	1,462,462.00	12,798.54	.00	78,885.57	.00	.00	1,553,375.51	.00	1,553,375.51
327	DOMB ACTIVITY SPECIAL AGENTS	1,162,813.00	.00	.00	.00	.00	.00	1,162,813.00	.00	1,162,813.00
360	STREET OPAC LAM	56,951.01	.00	.00	.00	.00	.00	56,951.01	.00	56,951.01
360	ZONE ROUTE SYSTEM BUDGET	887,295.62	.00	.00	.00	.00	.00	887,295.62	.00	887,295.62
384	TRNG PROGRAM TRAINING - PLS	2,179,887.20	.00	.00	.00	.00	.00	2,179,887.20	.00	2,179,887.20
392	2009 BUD DOMB CHECKS OF BUDGET	2,779,854.34	.00	.00	.00	.00	.00	2,779,854.34	.00	2,779,854.34
401	COUNTY BUDGET FINANCIAL SUPPORT	395,345.23	.00	.00	24,827.30	.00	.00	370,517.93	.00	370,517.93
430	DEFERRED SUBVENTION SPEC ASN	399,159.00	.00	.00	.00	.00	.00	399,159.00	.00	399,159.00
431	SUNSHINEVILLE FOSTERS HOUSE # 4	.00	.00	.00	.00	.00	.00	.00	.00	.00
439	STREET ED SERVICE 207-A 02	236.45	140,619.61	.00	29,501.96	.00	129,775.0000	.00	.00	129,775.00
447	KING AVE OFFICE PROJECT	69,747.90	.00	.00	57,710.06	.00	.00	6,236.74	.00	6,236.74
449	VARIOUS WATER ASSESSMENT PROJ	.00	.00	.00	.00	.00	.00	.00	.00	.00
449	VARIOUS SEWER ASSESSMENT PROJ	.00	.00	.00	.00	.00	.00	.00	.00	.00
450	ESTIMATES OF REVENUE BEACH ROAD P	526,352.00	.00	.00	7,800.00	.00	.00	518,552.00	1,001.00	519,553.00
453	BUD 122 & TRNG LAM HD BUDGET	124,027.14	717,745.30	.00	888,552.07	.00	.00	1,123,219.77	3,747.57	1,126,967.34
454	FIELDS-CRNL ROAD IMPROV PROJ	9,245.61	.00	.00	.00	.00	524,375.00	370,441.01	.00	370,441.01
455	PHASE IX BUDGET RESURFACING	.00	.00	.00	.00	.00	.00	.00	.00	.00
463	FIELDS-CRNL AND COLLEMBR ROAD	.00	.00	.00	.00	.00	.00	.00	.00	.00
467	COUNTY CRNL PROJECTS	1,177,357.00	.00	.00	37,477.30	.00	.00	1,214,834.30	23,510.56	1,238,344.86
472	STREET CONSTRUCTION	1,179,644.00	1,159,115.57	.00	1,366,153.36	.00	.00	1,152,606.21	.00	1,152,606.21
474	PLS TRNG ROAD CONSTRUCTION	.00	.00	.00	.00	.00	.00	.00	.00	.00
485	PIGGS VALLEY CANAL TRNG	999,061.90	.00	.00	.00	.00	.00	999,061.90	.00	999,061.90
492	COMMUNICATION PROJECTS	3,781,022.49	.00	.00	251,264.07	.00	.00	3,529,758.42	.00	3,529,758.42
493	REDEVELOPMENT TRNG EQUIVALENT F	375,521.60	.00	.00	10,080.00	.00	.00	365,441.60	7,890.00	373,331.60
601	COURTS OUTLETS	1,226,922.04	.00	.00	3,619.44	.00	.00	1,230,541.48	1,465.70	1,232,007.18
605	JAIL CONSTRUCTION SALES TAX	1,827,844.00	241,797.57	.00	8,317.35	.00	.00	1,977,328.82	.00	1,977,328.82
606	JUVENILE OUTLET SALES TAX	281,000.00	.00	.00	.00	.00	.00	281,000.00	.00	281,000.00
477	JAIL CONSTRUCTION & PERMS	4,638,171.17	.00	.00	175.00	.00	.00	4,638,346.17	.00	4,638,346.17
478	COUNTY IMPROVEMENTS CONSTRUCTION	346,832.44	.00	.00	119,848.00	.00	.00	226,984.44	38,500.00	265,484.44
479	JUVENILE/PROBATE COURT EXPANSI	3,480,344.85	.00	.00	100,000.00	.00	.00	3,580,344.85	.00	3,580,344.85
510	WATER REVENUE	37,259,435.18	2,711,783.30	2,973,816.81	1,821,945.04	.00	.00	40,341,979.61	47,728.55	40,389,708.16

REPORT FUND CONTRACTS

FUND	GROUP	FUNCTION BAL.	REVENUES	EXP. BAL.	EXPENDITURES	EXP. BAL.	GROUPS BY FUND	CURRENT BAL.	WARRANTS BY	TOTAL GROUPS BAL.
574	LOWRY LITTLE BLADE WASTEOWNER	.00	.00	.00	.00	.00	.00	.00	.00	.00
575	BEHLCR CONST PROJECTS (REVENUE)	1,564,348.00	.00	.00	21,165.35	.00	.00	1,642,140.13	16,025.91	3,650,173.04
580	BEHLCR REFERENCE	70,952,429.64	1,642,456.44	245,786.8	901,377.02	.00	.00	29,973,654.47	123,223.64	30,116,870.13
581	BEHLCR IMPROV-BORDER TO VDC-TED	.00	.00	.00	1,925.82	.00	.00	177,165.53	.00	177,165.53
583	BATER CRIST SUBJECTS (REVENUE)	1,296,075.00	290,000.00	.00	111,079.10	.00	.00	1,390,185.90	670.00	1,390,855.90
700	BIBBON WATER TIER 1	259,890.65	.00	.00	12,004.07	.00	.00	227,404.50	.00	227,404.50
847	BEHLCR WASTE/RESIDUAL ROTARY	300,523.10	.00	.00	41,742.48	.00	.00	227,432.00	6,131.96	303,862.96
848	BEHLCR'S POLICE/RESIDUAL FUND	1,265,814.70	5,429.72	.00	341,862.89	.00	.00	1,229,134.10	.00	1,229,134.10
849	COMMUNICATIONS ROTARY	131,687.08	1,395.99	.00	5,211.15	.00	.00	730,034.53	819.98	230,054.51
892	HEALTH INSURANCE	9,507,070.57	842,190.57	.00	730,536.66	.00	.00	5,065,672.94	13,755.87	5,079,428.81
893	HEALTH - SELF INSURANCE	.00	.00	.00	.00	.00	.00	.00	.00	.00
894	WORKERS COMP SELF INSURANCE	1,343,254.70	.00	.00	25,374.63	.00	.00	1,330,387.32	2,703.38	1,341,085.72
897	PROPERTY & CASUALTY INSURANCE	900,093.49	.00	.00	9,506.63	.00	.00	3,121,161.66	.00	3,121,161.66
898	CASUALTY ROTARY	157,472.93	60,192.24	.00	80,137.19	.00	.00	171,828.00	10,022.17	209,030.17
907	P. C. R. S. ROTARY	2,726.00	730,569.73	.00	730,569.60	.00	.00	7,726.73	366,641.50	369,568.23
908	LOANSHIP FUND	3,198.18	210,113.27	.00	201,111.61	.00	.00	.00	.00	.00
909	CORPORATION FUND	1,850.74	156,031.40	.00	156,416.05	.00	.00	2,265.59	.00	2,265.59
913	WATER-SHOP ROTARY FUND	154,746.80	5,389,781.46	.00	3,894,458.22	.00	.00	300,127.04	.00	300,127.04
914	PAYROLL ROTARY	32,027.50	5,116,268.45	.00	5,197,352.02	.00	.00	1,243.93	289,780.58	289,944.51
915	FOR PARTICIPANT ROTARY	1,544.64	1,130.40	.00	1,544.64	.00	.00	1,148.48	.00	1,148.48
916	SCHOOL	18,764.56	.00	.00	10,764.56	.00	.00	.00	.00	.00
917	UNRECOVERED SCHEDULE TAX	1,590,305.57	1,356,396.67	.00	6,037.87	.00	.00	4,839,910.19	1,264.23	4,847,160.43
918	TANGIBLE PERSONAL PROPERTY	1,370.37	.00	.00	.00	.00	.00	1,370.37	.00	1,370.37
919	TRANSFER (LINE REAL ESTATE) TAX	4,720.75	1,406.27	.00	.00	.00	.00	6,219.05	.00	6,219.05
920	LOCAL GOVERNMENT FUND	.00	311,654.12	.00	311,654.12	.00	.00	.00	.00	.00
921	SPECIAL DISTRICTS	.00	.00	.00	.00	.00	.00	.00	.00	.00
922	SIGNATURE LICENSE FEA	343.42	147.75	.00	54.13	.00	.00	937.94	54.13	291.14
923	GASOLINE TAX	.00	879,100.53	.00	309,100.63	.00	.00	.00	.00	.00
925	UNRECOVERED SCHEDULE TAX 600 ASS	37,777.51	37,777.51	.00	37,777.51	.00	.00	0,340.77	.00	35,360.77
926	ROAD VEHICLE LICENSE TAX	.00	667,105.12	.00	667,105.12	.00	.00	.00	.00	.00
927	BHM TRP 3 MILL FULLY W/ REF	.00	.00	.00	.00	.00	.00	.00	140.50	140.50
928	TRANSFER TAX REVENUE	.00	.00	.00	.00	.00	.00	.00	1,609.72	1,609.72
931	CORP'TY LICENSE TAX	81,590.89	203,716.11	.00	264,200.90	.00	.00	205,576.51	20.00	205,596.51
934	REAL ESTATE ADVANCE PAYMENT	49,439.47	7,300.66	.00	.00	.00	.00	20,700.53	.00	50,740.03
940	TRAILER TAX	770.45	39.12	.00	.00	.00	.00	817.57	.00	817.57
941	LIFE INSURANCE	15,620.54	10,070.00	.00	10,191.88	.00	.00	15,270.71	.00	15,270.71
942	LICENSURES	328.67	179,404.56	.00	179,412.43	.00	.00	.00	.00	.00
944	BORDER PARK GOVERNMENT FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
945	STATE	1,354.37	2,599.25	.00	1,354.37	.00	.00	2,599.25	1.00	2,599.25
946	BLADE CONSCIOUSNESS DISTRICT FUND	13,051.40	.00	.00	.00	.00	.00	18,051.40	.00	18,051.40
947	ADVANCE ESTATE TAX	16,891.44	.00	.00	.00	.00	.00	16,891.44	.00	16,891.44
951	UNRECOVERED SCHEDULE TAX	825,100.02	405,827.00	41,730,100.0	.00	.00	.00	1,268,704.04	.00	1,268,704.04
954	DIED ELECTIONS COMMISSION FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
955	SEVEN ROTARY	170,092.47	21,603.13	.00	75,150.67	.00	.00	68,949.10	.00	68,949.10
958	BIO PASS THROUGH TO BULLHEAD	.00	62,401.42	.00	62,401.42	.00	.00	.00	.00	.00
963	OUTSIDE ENTITY FLOWTHRU	.00	0,313.32	.00	.00	.00	.00	0,313.32	.00	0,313.32
965	RECORDERS'S ESCROW FUND	15,773.73	3,179.25	710,250.0	3,374.40	.00	.00	19,915.73	.00	19,915.73
966	ESCROW BUDGET	923,319.10	20,540.50	.00	759.45	.00	.00	963,708.15	508.05	964,216.20
967	UNRECOVERED INFO REPORTS	45,787.55	22,839.67	.00	.00	.00	.00	80,607.50	.00	80,607.50
973	SEX OFFENSE REGISTERATION FEA	.00	.00	.00	.00	.00	.00	.00	.00	.00
974	SEX OFFENSE REGISTERATION FEA	.00	50.00	.00	.00	.00	.00	50.00	.00	50.00
975	UNRECOVERED SCHEDULE TAX BEHLCR FC	15,209.60	11,501.00	.00	11,094.00	.00	.00	15,646.00	.00	15,646.00
976	UNRECOVERED SCHEDULE TAX BEHLCR FC	33,611.75	1,784.13	.00	1,277.34	.00	.00	34,118.04	755.70	34,373.74
977	UNRECOVERED FEDERAL & STATE FUND	.00	.00	.00	.00	.00	.00	.00	74.23	74.23

REPORT GROUPS CONTINUES

FUND	ACCOUNT	PERIODIC BAL	RECEIPTS	REC. AMT	EXPENDITURES	FUN. BAL	RESOURCES	CURRENT BAL.	DEBITED BAL	UNASSIGNED BAL.
279	COURT ORDERED WAREHOUSE SALES	575,000.04	549,165.10	75.00	713,386.50	.00	.00	109,712.64	416,806.99	825,519.63
279	UNREVENUED GORE TRUCK FOREST RECF	459,512.59	.00	.00	7,153.74	.00	.00	478,353.94	7,785.07	486,132.03
281	REVENUEABLE DEPOSITS	652,389.68	17,405.27	.00	36,707.27	34,310.00	.00	415,400.68	4,541.24	430,342.04
282	EMERGENCY - ADJUST/REMOVED PROJE	350.00	.00	.00	.00	.00	.00	350.00	.00	350.00
285	ROSSIE WAYNE CAPACITY FEES	.00	9,000.00	.00	.00	.00	.00	9,000.00	.00	9,000.00
286	PAV IN FIELDS OF TREES	.00	.00	.00	.00	.00	.00	.00	.00	.00
287	UNREVENUED ENCLAVE TRS-RESL FUND	3,300.00	2,299,499.52	.00	.00	.00	.00	2,302,800.52	.00	2,302,800.52
288	UNREVENUED PUBLIC UTILITY DEBTS	.00	.00	.00	.00	.00	.00	.00	.00	.00
289	CONVEYED LAND	.00	77,934.46	.00	.00	.00	.00	77,934.46	.00	77,934.46
290	FORFEITED LAND CROPPERS SALE PRH	3,034.62	.00	.00	.00	.00	.00	3,034.62	.00	3,034.62
292	ZONING & ZONE BOND FUND	16,460.00	.00	.00	600.00	.00	.00	16,000.00	800.00	16,000.00
293	HOUSING TRUST AUTHORITY	.00	92,305.20	8,900.00	.00	.00	.00	75,297.20	.00	75,297.20
295	UNREVENUED TRAILER FEES	.00	1,439.70	.00	1,439.70	.00	.00	.00	287.94	287.94
298	MUNICIPAL AND UNCLE TOMS ACADEMY	7,814.53	.00	94.10	1,070.00	.00	.00	6,740.43	277.00	7,017.43
292	BEA UNREVENUED AUCTION PROCEEDS	.00	87,004.71	.00	87,004.71	.00	.00	.00	.00	.00
299	BLA ZONING & BLOC BOND FUND	538,070.17	.00	.00	.00	.00	.00	538,070.17	.00	538,070.17
303	UNREVENUED MONEY	562,240.17	.00	.00	.00	.00	.00	562,240.17	.00	562,240.17
355	CH. SERV. SCHWABER WIRTH TRUST	41,609.52	.00	.00	.00	.00	.00	41,609.52	.00	41,609.52
313	HARRIS CR. -WALTON DISTRICT	7,730,587.43	145,789.21	1,241,000.00	343,707.64	174,814.00	.00	7,309,561.05	1,531.17	7,311,092.22
312	TRUCK SERVICE	778,982.99	4,803.71	204,000.00	.00	157,192.00	.00	211,807.71	119.00	211,926.71
315	PLUMBING BOND-HEALTH DEPT.	27,500.00	1,653.00	217.00	1,500.00	.00	.00	24,000.00	500.00	24,500.00
316	STATE REGULATED SERVICE PROGRAM	173,423.20	51,143.00	60,000.00	.00	.00	.00	164,566.20	80.00	164,646.20
325	WATER & SOIL CONSERVATION DIST	215,164.37	1,146.00	.00	40,002.00	.00	.00	176,308.37	5,617.07	181,925.44
320	MUNICIPAL PLUMBING	301,794.21	21,925.00	.00	36,724.87	14,000.00	.00	190,000.34	36.50	190,036.84
328	WALTON COUNTY PARK DISTRICT	575,934.21	79,311.27	.00	36,117.21	.00	.00	589,128.27	1,497.14	590,625.41
344	WATER MFG	229,273.21	58,952.93	250,000.00	211,718.41	.00	.00	275,507.73	12,367.79	287,875.52
353	WATER SYSTEM FUND	13,472.22	1,437.65	.00	315.27	6,200.00	.00	8,404.50	.00	8,404.50
354	HEALTH HEALTH RECOVERY SERVICES	12,824,749.77	75,562.32	.00	1,608,694.01	.00	.00	11,291,618.08	110,481.12	11,402,099.20
361	HEALTH TRUST FUND	275,520.73	350,000.00	.00	24,711.00	.00	.00	390,809.73	.00	390,809.73
363	COMPENSATION	3,296.20	.00	.00	.00	.00	.00	3,296.20	.00	3,296.20
378	HEALTH - SWIMMING POOL FUND	149,750.00	.00	.00	.00	111,007.33	.00	52,682.75	.00	52,682.75
377	HOME TASK FUND COS	497,405.79	17,706.00	.00	78,645.00	.00	.00	436,466.79	1,495.64	437,962.43
395	WALTON COUNTY FIRE RESPONSE AM	.00	.00	.00	.00	.00	.00	.00	.00	.00

COLUMN TOTALS . . . 275,775,689.75 34,611,919.04 49,802,000.00 31,380,059.24 1,011,970.00 278,161,630.04 2,492,691.56

UNASSIGNED BALANCE . . . 2,457,691.56
 TOTAL FUN FUND . . . 281,154,320.10
 COUNTY DEPOSIT . . . 155,768.91
 COUNTY DEPOSITORIES . . . 301,000,561.17
 COUNTY TOTAL . . . 281,154,320.10

AUDITOR'S OFFICE, DANIEL GIBBY, BRND

IT IS HEREBY CERTIFIED, that the foregoing is a true and accurate statement for the October 2018, FINANCIAL STATEMENTS OF BRANCH COUNTY, MISSISSIPPI, showing the balance on each fund and account at the beginning of the month, the amount received to each, the amount disbursed from each, the balance existing to the credit of each, and the balance on hand in the treasury and depository.

Resolution

Number 18-1725

Adopted Date November 06, 2018

APPROVE BOND RELEASE FOR FISCHER DEVELOPMENT COMPANY FOR COMPLETION OF IMPROVEMENTS IN MIAMI BLUFFS, SECTION 13, SECTIONS C & D SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Miami Bluffs, Section 13, Sections C&D
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$15,210.00
Surety Company	:	Westchester Fire Insurance Co. - #K090133021

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 18-1726

Adopted Date November 06, 2018

APPROVE BOND RELEASE FOR GRAND COMMUNITIES, LTD FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN, PHASE 5B SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE


Bond Number	:	N/A
Development	:	Shaker Run, Phase 5B
Developer	:	Grand Communities, LTD
Township	:	Turtlecreek
Amount	:	\$10,563.28
Surety Company	:	RLI Insurance Company Bond #CMS0293604

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 18-1727

Adopted Date November 06, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH MT. PLEASANT BLACKTOPPING CO., INC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 2D SITUATED IN THE VILLAGE OF MORROW

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

SECURITY AGREEMENT


Bond Number	:	18-017 (W/S)
Development	:	The Woodlands at Morrow, Phase 2D
Developer	:	Mt. Pleasant Blacktopping Co., Inc.
Location	:	Village of Morrow
Amount	:	\$7,043.69
Surety Company	:	Philadelphia Indemnity Insurance Co. PB00424500006

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Mt. Pleasant Blacktopping, 3199 Production Dr., Fairfield, OH 45014
Philadelphia Indemnity Ins. Co. One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.
18-017 (W/S)
PB00242500006

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Mt. Pleasant Backtopping Co., Inc. (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Philadelphia Indemnity Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Woodlands at
Morrow **Subdivision, Section/Phase** 2D (3) (hereinafter the "Subdivision") situated in
Village of Morrow (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 \$70,436.93,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
- 0 -; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within one 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 \$ 7,043.69 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:

Mt. Pleasant Blacktopping Co., Inc.

3199 Production Drive

Fairfield, Ohio 45014

Ph. (513) 874 - 3777

D. To the Surety:

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004

Ph. (614) 726 - 3818

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.

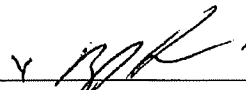
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: Mt. Pleasant Balcktopping Co., Inc.

SURETY: Philadelphia Indemnity Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Benjamin P. Hense

PRINTED NAME: Anne Tierney

TITLE: President

TITLE: Attorney-in-Fact

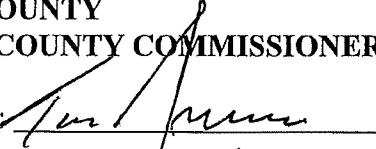
DATE: October 25, 2018

DATE: October 25, 2018

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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 18-1727, dated 11/6/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 11/6/18

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Richard A. Davis, Paulette M. Aerni, Linda L. Hogle, Anne Tierney, Thomas D. Cassidy and Thomas W. Chatham of USI Insurance Services, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$100,000,000.00.

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 PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney 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 to which it is attached.

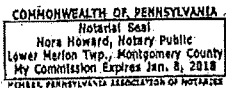
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of October, 2018.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Resolution

Number 18-1728

Adopted Date November 06, 2018

APPROVE VARIOUS RECORD PLATS

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


- Loveland Park 4th Subdivision Deerfield Trustees Revision – Deerfield Township

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 18-1729

Adopted Date November 06, 2018

APPROVE APPROPRIATION ADJUSTMENT AND OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1110 INTO RADIO SYSTEM BOND FUND #368

WHEREAS, an operational transfer is necessary in order to process payment for interest and principal for the Radio System debt; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment and operational transfer:

Appropriation Adjustment

\$.01 from #101-1110-910 (Commissioners - Other Expense)
into #101-1110-511 (Commissioners - Interest)

Operational Transfer

\$.01 from #101-1110-997 (Commissioners - Interest)
into #368-9000-999 (Radio System Bonds - Operating Transfers)


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

Mr. Grossmann - yea
Mr. Young - yea
Mrs. Jones - yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file) 
Appropriation Adjustment file
Operational Transfer file
Commissioners' file
OMB

Resolution

Number 18-1730

Adopted Date November 06, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO PROSECUTOR'S MUNICIPAL
VICTIM WITNESS FUND #255

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 2,000.00 into #255-1150-102 (Regular Salaries)

\$ 300.00 into #255-1150-811 (P.E.R.S.)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CSM\

cc: Auditor 
Supplemental Appropriation file
Prosecutor (file)

Resolution

Number 18-1731

Adopted Date November 06, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
CAPITAL CASE FUND #101-1221

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,500.00	from	#101-1221-441	(Jury Fees)
	into	#101-1221-400	(Purchased Services)


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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-1732

Adopted Date November 06, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURT'S
COMPUTER 2302.201 FUND #282

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #282-1410-317 (Non Capital Purchases)
into #282-1410-400 (Purchased Services)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Clerk of Courts (file)

Resolution

Number 18-1733

Adopted Date November 06, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #292

BE IT RESOLVED, to approve the following appropriation adjustment:

\$9,000.00	from	#292-2222-114	(Overtime)
	into	#292-2222-317	(Non Capital Purchases)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-1734

Adopted Date November 06, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM SHERIFF'S OFFICE FUND #101-2210
INTO #101-2200

BE IT RESOLVED, to approve the following appropriation adjustment:


\$100,000.00 from #101-2210-114 (Overtime)
into #101-2200-317 (Non Capital Purchases)


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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Sheriff (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1735

Adopted Date November 06, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUNDS #510 AND #580

BE IT RESOLVED, to approve the following appropriation adjustments:

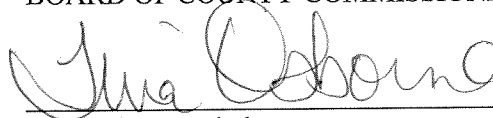
\$19,000.00	from #510-3200-3200-102 (Salaries)
	into #510-3209-3209-400 (Purchased Services)
\$5,000.00	from #510-3200-317 (Non Capital Purchases)
	into #510-3200-855 (Uniforms)
\$50,000.00	from #510-3200-3200-400 (Purchased Services)
	into #510-3200-3200-430 (Utilities)
\$129,000.00	from #510-3200-3200-998 (Reserve Fund)
	into #510-3200-3200-430 (Utilities)
\$100,000.00	from #510-3200-3200-320 (Capital Purchases)
	into #510-3200-3200-430 (Utilities)
\$40,000.00	from #510-3200-3200-317 (Non Capital Purchases)
	into #510-3200-3200-430 (Utilities)
\$9,500.00	from #510-3200-102 (Salaries)
	into #510-3200-820 (Health Insurance)
\$50,000.00	from #580-3300-102 (Salaries)
	into #580-3300-210 (Supplies)

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

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

Resolution adopted this 6th day of November 2018.


BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

las/

cc:

Auditor 
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 18-1736

Adopted Date November 06, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INCREASE WITHIN FACILITIES
MANAGEMENT GASOLINE ROTARY FUND #650

WHEREAS, the gasoline rotary Fund #650 is expending more funds than anticipated; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation
within Fund #650:


\$100,000.00 from Fund #650
 Into Fund #650-1600-210 (Materials & Supplies, General)

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-1737

Adopted Date November 06, 2018

INITIATE TEXT AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE

WHEREAS, this Board has been informed that amendments are needed to the Warren County Rural Zoning Code and upon reviewing said request and recommendations by staff, this Board desires to initiate amendments; and

NOW THEREFORE BE IT RESOLVED, to initiate amendments to the following sections of the Warren County Rural Zoning Code:

Administrative Procedures

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

Mixed Use Zone (MXU) Regulations

Sections: 2.407.3(B), 2.407.5, 2.407.7

Wedding Facility, Event Center

Sections: 2.205, 3.206.17, 4.103

Community Facilities & Essential Services

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

Caretaker Dwelling

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

Residential Principal Buildings

Sections: 3.203.1

Access Management

Sections: 3.304, 4.103

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RZC (file)
RPC

Resolution

Number 18-1738

Adopted Date November 06, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
NOVEMBER 8, 2018

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
November 8, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor vg
All Departments
Commissioners file
Press

Resolution

Number 18-1739

Adopted Date November 06, 2018

ESTABLISH JANUARY 4, 2019 AT 9:00 A.M. AS THE DATE AND TIME FOR THE ANNUAL ORGANIZATIONAL MEETING

BE IT RESOLVED, to establish January 4, 2019 at 9:00 a.m. as the date and time for the Annual Organizational Meeting; said meeting to be held in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Press
Commissioners' file

Resolution

Number 18-1740

Adopted Date November 06, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN MOTOR VEHICLE FUND #202

BE IT RESOLVED, to approve the following appropriation adjustment:

\$15,000.00 from #202-3130-400 (Purchased Services)
into #202-3130-320 (Capital Purchases)

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

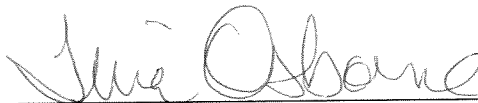
Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 6th day of November 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Engineer (file)