

# Resolution

Number 17-1833

Adopted Date November 21, 2017

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF JAMES M. CARTER, WATER AND SEWER SUPERINTENDENT, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE MAY 11, 2018

BE IT RESOLVED, to accept the resignation, due to retirement, of James M. Carter, Water and Sewer Superintendent, within the Warren County Water and Sewer Department, effective May 11, 2018.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
J. Carter's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker  
Theresa Reier

# Resolution

Number 17-1834

Adopted Date November 21, 2017

APPROVE THE PROMOTION OF JASON SORRELL FROM SEWER COLLECTION SYSTEM FOREMAN TO THE POSITION OF SUPERINTENDENT WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is the recommendation of the Sanitary Engineer to promote Jason Sorrell to Superintendent; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Jason Sorrell to the position of Superintendent within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 23, at \$2,628.47 bi-weekly, effective pay period beginning March 3, 2018.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
J. Sorrell's Personnel file  
OMB – Sue Spencer

# Resolution

Number 17-1835

Adopted Date November 21, 2017

APPROVE THE PROMOTION OF CONNOR DAVIS FROM SEWER COLLECTIONS WORKER I TO THE POSITION OF SEWER MAINTENANCE FOREMAN WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is the recommendation of the Sanitary Engineer to promote Connor Davis to Sewer Maintenance Foreman; and

WHEREAS, within 12 months of promotion, Mr. Davis is required to obtain a Commercial Driver's License (CDL) of the appropriate class with the appropriate endorsements to drive a combination vehicle and tanker truck; and

WHEREAS, within 18 months of promotion, Mr. Davis is required to obtain a Ohio EPA Wastewater Collection Certification Class 1 Licensure; and

WHEREAS, within 24 months of promotion, Mr. Davis is required to obtain his backhoe certification; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Connor Davis to the position of Sewer Maintenance Foreman within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 20, at \$24.48 hour, effective pay period beginning November 25, 2017.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
C. Davis' Personnel file  
OMB – Sue Spencer

# Resolution

Number 17-1836

Adopted Date November 21, 2017

APPROVE THE PROMOTION OF ADAM OSTERDAY FROM SEWER COLLECTIONS WORKER II TO THE POSITION OF SEWER MAINTENANCE FOREMAN WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, it is the recommendation of the Sanitary Engineer to promote Adam Osterday to Sewer Maintenance Foreman; and

WHEREAS, within 18 months of promotion, Mr. Osterday is required to obtain a Ohio EPA Wastewater Collection Certification Class 1 Licensure; and

WHEREAS, within 24 months of promotion, Mr. Osterday is required to obtain his backhoe certification; and


NOW THEREFORE BE IT RESOLVED, to approve the promotion of Adam Osterday to the position of Sewer Maintenance Foreman within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 20, at \$24.48 hour, effective pay period beginning November 25, 2017.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
A. Osterday's Personnel file  
OMB – Sue Spencer

# Resolution

Number 17-1837

Adopted Date November 21, 2017

AUTHORIZE THE POSTING OF THE "SEWER COLLECTIONS WORKER I OR II" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists two openings for a "Sewer Collections Worker I or II" position within the Water and Sewer Department; and

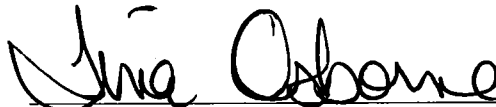
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Sewer Collections Worker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning November 22, 2017.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)  
S. Spencer – OMB

# Resolution

Number 17-1838

Adopted Date November 21, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR MICHAEL STERN, SUPERVISOR WITHIN THE WARREN COUNTY OHIOMEANSJOBS

WHEREAS, Michael Stern, Supervisor within the Warren County Department of OhioMeansJobs, has successfully completed a 365-day probationary period, effective November 14, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve Michael Stern's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.23 per hour effective pay period beginning November 25, 2017.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: OhioMeansJobs (file)  
M. Stern's Personnel File  
OMB – Sue Spencer

# Resolution

Number 17-1839

Adopted Date November 21, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR NICHOLAS BREWER, CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Nicholas Brewer, Custodial Worker I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective November 14, 2017; and

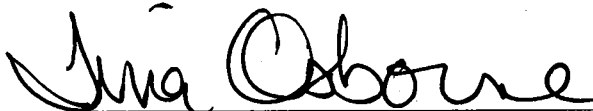
NOW THEREFORE BE IT RESOLVED, to approve Nicholas Brewer's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$10.88 per hour effective pay period beginning November 25, 2017.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
N. Brewer's Personnel File  
OMB – Sue Spencer

# Resolution

Number 17-1840

Adopted Date November 21, 2017

ACCEPT RESIGNATION OF JESSICA TURNER, CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE NOVEMBER 30, 2017


BE IT RESOLVED, to accept the resignation of Jessica Turner, Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, effective November 30, 2017.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



# Resolution

Number 17-1841

Adopted Date November 21, 2017

AUTHORIZE THE POSTING OF A "CASE AIDE" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Case Aide" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Case Aide" 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 22, 2017.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
S. Spencer - OMB

# Resolution

Number 17-1842

Adopted Date November 21, 2017

ACCEPT AND AUTHORIZE THE BUSINESS ASSOCIATE AGREEMENT WITH HORAN ASSOCIATES, INC.

WHEREAS, the Board of County Commissioners utilize Horan Associates, Inc. for consultation services relative to the Healthcare Plan; and

WHEREAS, due to the performance of such services, a Business Associate Agreement (BAA) is required in order to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and (HITECH); and

WHEREAS, language needs to be added to the existing BAA allowing Horan to de-identify data to perform trend analysis through HORANalytics data warehouse; and

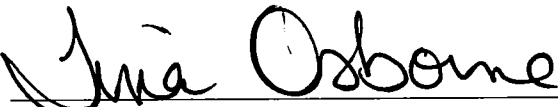
NOW THEREFORE BE IT RESOLVED, to authorize and accept the BAA, attached hereto, that under section 2.1.2.5 allows Horan to de-identify data to perform trend analysis on behalf of the Plan.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

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

## BUSINESS ASSOCIATE AGREEMENT

**WHEREAS**, pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) (“HIPAA”), the Office of the Secretary of the Department of Health and Human Services has issued: (1) regulations providing Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Subparts A and E of Part 164 (“Privacy Rule”); (2) regulations providing Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Subpart C of Part 164 (the “Security Rule”); and (3) regulations modifying the Privacy Rule, Security Rule, Enforcement and Breach Notification Rules; and

**WHEREAS**, the privacy and security provisions of HIPAA have been amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) provisions of the American Recovery and Reinvestment Act of 2009, and any and all references in this Agreement to the “HIPAA Rules” shall be deemed to include the Privacy Rule, the Security Rule, HITECH, the Enforcement and Breach Notification Rules, and all existing and future implementing regulations, as they become effective; and

**WHEREAS**, the HIPAA Rules provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information (“PHI”) to a Business Associate and allow the Business Associate to obtain, receive, and create PHI on the Covered Entity’s behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract, that the Business Associate will appropriately safeguard the PHI; and

**WHEREAS**, Warren County (the “Plan Sponsor”) maintains one or more Health Plans (“Plans”) and has engaged HORAN Associates, Inc. (“Business Associate”) to perform services, which may be described in a separate contract (the “Services Arrangement”) and Business Associate may receive PHI, or create and receive such information in the performance of services on behalf of such Plans. Plan Sponsor and Business Associate desire to determine the terms under which they shall comply with the HIPAA Rules;

**NOW THEREFORE**, the Plans, Plan Sponsor, and Business Associate agree as follows:

### 1. GENERAL HIPAA COMPLIANCE PROVISIONS

1.1. **HIPAA Definitions.** Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement shall have the meanings set forth in the HIPAA Rules.

1.2. **HIPAA Readiness.** Business Associate agrees that it will be fully compliant with the requirements of the HIPAA Rules that apply to Business Associates by the compliance dates established under such rules to the extent necessary to enable the Plans to comply with their obligations under the HIPAA Rules.

1.3. **Changes in Law.** Business Associate agrees that it will comply with any changes in the HIPAA Rules by the compliance date established for any such changes. If, due to such a change, either or all of the parties are no longer required to treat PHI in the manner provided for in this Agreement, the parties shall renegotiate this Agreement, subject to the requirements of Section 5. Any such renegotiation shall occur as soon as practicable following the occurrence of the change.

1.4. **Nature of Relationship.** The parties acknowledge that:

1.4.1. Each Plan is a Group Health Plan and a Covered Entity;

1.4.2. Business Associate is a Business Associate of one of more of the Plans; and

1.4.3. Warren County is the Plan Sponsor (as defined in section 3(16)(b) of Employee Retirement Income Security Act of 1974 29 USC § 1001 *et seq.*, as amended (“ERISA”)) of each Plan, is not a Covered Entity, and acts in the capacity of a plan sponsor as defined in the HIPAA Rules.

1.4.4. Whenever reference is made in this Agreement to actions or undertakings of a Plan, to reports or information provided by the Business Associate to a Plan, or to instructions to the Business Associate from a Plan, the reference to the Plan shall be to the person or entity designated in such Plan’s documents as having responsibility for Plan administration or, if no designation is made therein, the Plan Sponsor.

1.4.5. The relationship of the Business Associate to any Plan (or the Plan Sponsor) is solely a contractual relationship and nothing in the Services Arrangement or this Agreement shall be interpreted as creating an agency relationship with the Business Associate under Federal common law.

## **2. TREATMENT OF PHI**

### **2.1. Permitted Uses and Disclosures of PHI.**

2.1.1. **Uses and Disclosures on Behalf of the Plan.** The Business Associate shall be permitted to use and disclose PHI for the services Business Associate is providing to the Plan or Plan Sponsor pursuant to the Services Arrangement, which may include but not be limited to Treatment, Payment activities and/or Health Care Operations, and as otherwise required to perform its obligations under this Agreement and the Services Arrangement.

2.1.2. **Other Permitted Uses and Disclosures.** In addition to the uses and disclosures set forth in Section 2.1.1, Business Associate may use or disclose PHI received from, or created or received on behalf of, the Plan under the following circumstances:

#### **2.1.2.1. Disclosures to the Plan Sponsor.** Business Associate may provide:

i. Summary Health Information to the Plan Sponsor upon Plan Sponsor’s written request which specifies that the purpose of the request is either: (a) to obtain premium bids for providing health insurance coverage to a Plan; and/or (b) to modify, amend or terminate a Plan;

ii. Information to the Plan Sponsor on whether an individual is participating in a Plan or is enrolled or has disenrolled from any insurance coverage offered by the Plan; and

iii. PHI to the Plan Sponsor for purposes of Plan Administration Functions, provided that the Plan Sponsor has provided to Business Associate: (a) a copy of Plan Sponsor’s certification to the applicable Plan under 45 CFR 164.504(f)(2) relating to the required amendment of such Plan’s plan documents (the “Certification”), and (b) a list of employees of or descriptions of positions with Plan Sponsor who are authorized in accordance with the applicable plan documents to receive PHI from the Business Associate in connection with Plan Administration Functions of such Plan.

2.1.2.2. **Use of PHI for Management, Administration, and Legal Responsibilities.** Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities.

2.1.2.3. **Disclosure of PHI For Management, Administration, and Legal Responsibilities.** Business Associate is permitted to disclose PHI if necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, provided that the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the

purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Business Associate immediately of any instance of which it is aware in which the confidentiality of the PHI has been breached.

2.1.2.4. **Data Aggregation Services.** Business Associate is permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 CFR §164.501, relating to the health care operations of a Plan.

2.1.2.5. **De-identification.** Business Associate is permitted to use PHI to de-identify the information in accordance with 45 CFR §164.514. Once de-identified, the information is no longer PHI or subject to the terms of this Agreement and may be used or disclosed by the Business Associate as long as the information does not include a key or other mechanism that would enable the information to be identified.

2.1.3. **Further Uses Prohibited.** Except as provided in Sections 2.1.1 and Section 2.1.2, Business Associate is prohibited from further using or disclosing any information received from the Plan, or from any other Business Associate of the Plan, for any commercial purposes of Business Associate. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules.

2.2. **Minimum Necessary.** Business Associate shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purposes of the request, use, or disclosure. Business Associate and Plan Sponsor acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HIPAA Rules.

2.3. **Prohibited, Unlawful, or Unauthorized Use and Disclosure of PHI.** Business Associate shall not use or further disclose any PHI received from, or created or received on behalf of, a Plan, in a manner that would violate the requirements of the Privacy Rule if done by the Plan.

2.4. **Required Safeguards.** Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent use or disclosure of PHI received from, or created or received on behalf of, a Plan or other than as provided for in this Agreement or as required by law, including adopting policies and procedures regarding the safeguarding of PHI; and providing training to relevant employees on such policies and procedures to prevent the improper use or disclosure of PHI. To the extent Business Associate will carry out one or more of Plan Sponsor’s obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rules that apply to the Plan Sponsor in the performance of such obligations.

2.5. **Mitigation of Improper Uses or Disclosures.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.6. **Reporting of Unauthorized Uses and Disclosures.** Business Associate shall promptly report in writing to the applicable Plan any use or disclosure of PHI not provided for under this Agreement, of which Business Associate becomes aware.

2.7. **Security Rule.**

2.7.1. **Security Safeguards.** Business Associate agrees to implement administrative, physical, and technical safeguards set forth in the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of any Plan or Plan Sponsor.

2.7.2. **Security Incidents.** Business Associate agrees to report to the Plans and Plan Sponsor any unauthorized access, use, disclosure, modification, or destruction of information or interference

with information system operations which affect Electronic PHI created, received, maintained, or transmitted on behalf of any Plan of which Business Associate becomes aware. Business Associate agrees to also report to the Plan and Plan Sponsor any attempted unauthorized access affecting Electronic PHI created, received, maintained, or transmitted on behalf of any Plan of which Business Associate becomes aware; provided that Business Associate determines that the attempted access was material and credible.

2.8. **Breach Notifications.** Business Associate agrees to notify the applicable Plan and the Plan Sponsor of any Breach of Unsecured PHI within 10 days from the date of discovery.

2.8.1. **Information About Breach.** Business Associate shall provide a report to the Plan within 15 days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to the Plan the required information as soon as possible and without unreasonable delay, but in no event later than 30 calendar days from the date of discovery of a Breach. A Breach will be treated as discovered in accordance with 45 CFR §164.410. The Business Associate's report shall include: (i) the date of the Breach; (ii) the date of discovery of the Breach; (iii) a list of each individual whose Unsecured PHI has been or is reasonably believed to have been used, accessed, acquired, or disclosed during the Breach; (iv) a description of the type of Unsecured PHI involved; (v) the identity of who made the non-permitted use or disclosure and who received the non-permitted disclosure (if known); and (vi) any other details necessary to complete an assessment of whether the PHI has been compromised.

2.8.2. **Notification to Individual and Others.** Unless otherwise agreed between the Plan Sponsor and Business Associate, the Plan shall be responsible to provide notification to individuals whose Unsecured PHI has been disclosed, as well as the Secretary of Health and Human Services and the media, as required by the HIPAA Rules.

2.8.3. **Investigation and New Procedures.** Business Associate agrees to investigate the Breach and to establish procedures to mitigate losses and protect against future Breaches, and to provide a description of these procedures and the specific findings of the investigation to the Plan in the time and manner reasonably requested by the Plan.

2.9. **Plan Participant Requests.** The Plans, Plan Sponsor and Business Associate acknowledge that Plan participants have certain rights under the Privacy Rule to access, amend and receive an accounting of certain disclosures of their PHI. Business Associate further understands that the Plans have developed specific policies and procedures to be followed for Plan participants who make such requests as an exercise of their rights under the Privacy Rule. A request by a Plan participant or such participant's personal representative made in accordance with such policies and procedures to access, amend or receive an accounting of disclosures of the participant's PHI is referred to herein as a "Formal HIPAA Request."

2.9.1. **Access to PHI.** Within 30 days of a Plan's request on behalf of an individual, Business Associate agrees to make available to the Plan any relevant PHI in a Designated Record Set received from, or created or received on behalf of the Plan in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting PHI, Business Associate shall notify the Plan in writing promptly of such request no later than 10 business days of receiving such request. If a Plan requests an electronic copy of PHI that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Plan if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with the Plan to determine an alternative form and format that enables the Plan to meet its electronic access obligations under 45 CFR §164.524.

2.9.2. **Amendment of PHI.** Within 30 days of a Plan's request, Business Associate agrees to make available to the Plan any relevant PHI in a Designated Record Set received from, or created or

received on behalf of, the Plan so the Plan may fulfill its obligations to amend such PHI pursuant to the Privacy Rule. Business Associate shall incorporate any amendments to PHI into any and all PHI Business Associate maintains. If Business Associate receives, directly or indirectly, a request from an individual for an amendment to PHI, Business Associate shall notify the Plan in writing promptly of such request no later than 10 business days of receiving such request. Each Plan shall have full discretion to determine whether the requested amendment shall occur.

2.9.3. **Accounting of Disclosures.** Business Associate shall maintain, beginning as of the date Business Associate first receives PHI from a Plan or the Plan Sponsor, an accounting of those disclosures of PHI it receives from, or creates or receives on behalf of the Plans which are not excepted from disclosure accounting under the Privacy Rule. Within 30 days of a Plan's request, Business Associate shall make available to such Plan, the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of PHI, Business Associate shall notify the applicable Plan in writing promptly of such request no later than 10 business days of receiving such a request. Business Associate shall provide such an accounting based on an individual's Formal HIPAA Request to the Plan and the Plan shall have full discretion to determine whether the requested accounting shall be provided to the requesting individual. Business Associate will maintain the disclosure information for at least 6 years following the date of the accountable disclosure to which the disclosure information relates.

2.10. **Restrictions and Confidential Communications.** Business Associate shall, upon notice from a Plan in accordance with Section 3.3, accommodate any restriction to the use or disclosure of PHI and any request for confidential communications to which such Plan has agreed in accordance with the Privacy Rule.

2.11. **Subcontractors.** Business Associate will require each of its agents, including any subcontractor (if permitted under the applicable Services Arrangement), to whom it provides PHI received from, or created or received on behalf of, a Plan to agree, in a written agreement with Business Associate, to comply with the Security Rule, and to agree to all of the same restrictions and conditions contained in this Agreement or the HIPAA Rules that apply to Business Associate with respect to such information.

2.12. **Audit.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of, the Plans available to the Secretary of Health and Human Services upon request for purposes of determining compliance by the Plans with the HIPAA Rules.

2.13. **Enforcement.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules.

### 3. OBLIGATIONS OF COVERED ENTITY

3.1. **Notice of Privacy Practices.** The Plans shall notify Business Associate of any limitations in its notice of privacy practices, to the extent such limitations may affect the Business Associate's use or disclosure of PHI in accordance with 45 CFR 164.520, as well as any changes to such notice.

3.2. **Revocation of Permission.** Each Plan shall provide Business Associate with any changes in, or revocation of, permission by any individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures with respect to such Plan.

3.3. **Notice of Restrictions and Confidential Communications.** Each Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that such Plan has agreed to in accordance with 45 CFR § 164.522. The applicable Plan shall notify Business Associate of any restriction on the use or

disclosure of PHI and any request for confidential communications to which, in accordance with the Privacy Rule, such Plan has agreed.

3.4. **Permissible Requests By the Plan.** Except as provided in Section 2.1, the Plans shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

#### 4. AMENDMENT AND TERMINATION

4.1. **Term and Termination.** The Term of this Agreement shall be effective as of the date this Agreement is signed, and shall terminate when all of the PHI provided by the Plan to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 4.3.

4.2. **Termination for Violation of Agreement.** Without limiting the rights of the parties under the Services Arrangement, the applicable Plan(s) will have the right to terminate this Agreement and the Services Arrangement if Business Associate has engaged in an activity or practice that constitutes a material breach or violation of Business Associate's obligations regarding PHI under this Agreement and, on notice of such material breach or violation from such Plan(s) or Plan Sponsor, fails to take reasonable and diligent steps to cure the breach or end the violation. The applicable Plan(s) will follow the notice of termination procedures (if any) applicable to the Services Arrangement. Notwithstanding the termination of this Agreement, Business Associate shall continue to comply with Section 4.3 hereof after termination of this Agreement.

4.3. **Return of PHI.** At termination of this Agreement or the Services Arrangement, whichever shall be first to occur, Business Associate shall return to the Plans all PHI received from, or created or received on behalf of, such Plans that Business Associate maintains in any form and shall retain no copies of such information. This provision shall also apply to PHI that is in the possession of any Subcontractor of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information. If such return is not feasible, Business Associate shall notify the applicable Plan(s) thereof and Business Associate shall destroy such PHI and/or extend the protections of this Agreement to such PHI retained by Business Associate and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

#### 5. MISCELLANEOUS PROVISIONS

5.1. **Third-Party Beneficiary.** No individual or entity is intended to be a third-party beneficiary to this Agreement.

5.2. **Severability.** If any provisions of this Agreement shall be held by a court of competent jurisdiction to be no longer required by the HIPAA Rules, the parties shall exercise their best efforts to determine whether such provision shall be retained, replaced, or modified.

5.3. **Procedures.** The parties shall comply with procedures mutually agreed upon by the parties to facilitate the Plans' compliance with the HIPAA Rules, including procedures for employee sanctions and procedures designed to mitigate the harmful effects of any improper use or disclosure of the PHI of any Plans.

5.4. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Ohio, except to the extent federal law applies.

5.5. **Headings.** The headings and subheadings of the Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.



5.6. **Cooperation.** The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance by the Plans with the HIPAA Rules, including procedures designed to mitigate the harmful effects of any improper use or disclosure of the Plans' PHI.

5.7. **Notice.** All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the following address (or such subsequent address provided by the applicable party):

5.7.1. If to a Plan or the Plan Sponsor:

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

5.7.2. If to Business Associate:

HORAN Associates, Inc.  
Privacy Officer  
4990 E Galbraith Rd  
Cincinnati OH 45236

5.8. **Conflict.** In the event of any conflict between the provisions of the Services Arrangement and this Agreement, the terms of this Agreement shall govern to the extent necessary to assure the Plans' compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement as of this 21 day of November, 2017

Health Plan Sponsored by Warren County

WARREN COUNTY

By: [Signature]

By: [Signature]

Title: President

Title: President

Name: Tom Grossmann

Name: Tom Grossmann

Date: 11/21/17

Date: 11/21/17

HORAN Associates, Inc.

By: [Signature]

Title: HIPAA Privacy Officer

Name: Valerie Bolton-Powers

Date: 11-9-17

APPROVED AS TO FORM

[Signature]

Adam M. Nice  
Asst. Prosecuting Attorney

# Resolution

Number 17-1843

Adopted Date November 21, 2017

AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR JAMES AND ELLEN WILSON

WHEREAS, James and Ellen Wilson received a Deferred Loan for Down Payment Assistance through the FY 2008 NSP funding for the purpose of purchasing the property at 3766 N. Beatrice Drive, Franklin, Ohio 45005; and

WHEREAS, James and Ellen Wilson have fulfilled the obligation to satisfy this mortgage; and

NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of this Board to sign this Satisfaction of Mortgage on the property at 3766 N. Beatrice Drive, Franklin, Ohio 45005.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

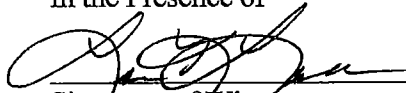
cc: c/a – Wilson, James and Ellen  
OGA (file)

**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS**, THAT the **Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 24th day of May, 2012, recorded on the 14th day of January, 2014, in Record of Mortgages, Document Number 2014-001204, in the Office of the Recorder of Warren County, Ohio, executed by **James Allen Wilson and Ellen Louise Wilson**, married, to the Warren County Board of Commissioners on the following real estate, known as 3766 Beatrice Drive, Franklin, Ohio 45005, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully satisfied**, and the Recorder is authorized to **discharge** the same of record.

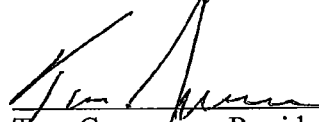
In Testimony Whereof, the said Warren County Board of Commissioners, by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 21st day of November, 2017, A.D.

Signed and Acknowledged  
In the Presence of

  
\_\_\_\_\_  
Signature of Witness

Laura K Lander  
Printed Name of Witness

**Warren County Board of Commissioners**

  
\_\_\_\_\_  
Tom Grossmann, President

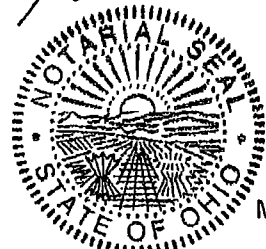
**State of Ohio**  
**County of Warren, ss:**

Be It Remembered, That on this 21st day of November, 2017, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

  
\_\_\_\_\_  
Notary Public

This instrument prepared by Warren County, Ohio.

  
LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/17

**EXHIBIT "A"**  
Legal Description  
Warren County

Sidwell No. 08-21-152-001

Situated in the Township of Franklin, County of Warren, and State of Ohio, Section 21, T 3, R 4 and being Lot #67, Kay Subdivision First Addition, as recorded in Plat Book 4, Page 59 of the plat records of Warren County, Ohio, subject to all legal highways.

Property commonly known as: 3766 Beatrice Drive, Franklin, Ohio 45005

Prior Instrument Reference: Book 5557, page 373 of the Official Records of Warren County, Ohio

# Resolution

Number 17-1844

Adopted Date November 21, 2017

AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR CORY GAUNT AND DUTCHESS STOGNER

WHEREAS, Cory Gaunt and Dutchess Stogner received a Deferred Loan for Down Payment Assistance through the FY 2008 NSP funding for the purpose of purchasing the property at 4657 Fisher Road, Franklin, Ohio 45005; and

WHEREAS, Cory Gaunt and Dutchess Stogner have fulfilled the obligation to satisfy this mortgage; and

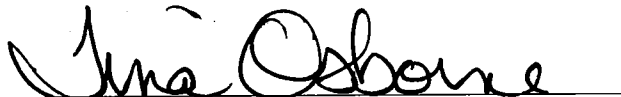
NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of this Board to sign this Satisfaction of Mortgage on the property at 4657 Fisher Road, Franklin, Ohio 45005.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/vsp

cc: c/a – Gaunt, Cory  
c/a – Stogner, Dutchess  
OGA (file)

**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS**, THAT the **Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 4th day of May, 2012, recorded on the 10th day of May, 2012, in Record of Mortgages, Volume 5543 Pages 499-502, in the Office of the Recorder of Warren County, Ohio, executed by **Cory R. Gaunt and Dutchess C. Stogner**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 4657 Fisher Road, Franklin, Ohio 45005, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully satisfied**, and the Recorder is authorized to **discharge** the same of record.

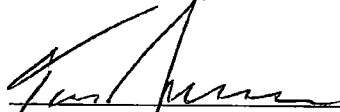
In Testimony Whereof, the said Warren County Board of Commissioners, by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 21st day of November, 2017, A.D.

Signed and Acknowledged  
In the Presence of

  
\_\_\_\_\_  
Signature of Witness

Laura K Lander  
Printed Name of Witness

**Warren County Board of Commissioners**

  
\_\_\_\_\_  
Tom Grossmann, President

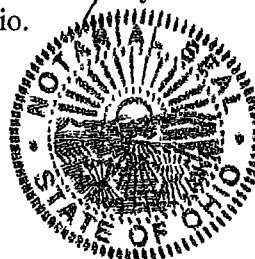
**State of Ohio**  
**County of Warren, ss:**

Be It Remembered, That on this 21st day of November, 2017, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

  
\_\_\_\_\_  
Notary Public

This instrument prepared by Warren County, Ohio.



**LAURA K. LANDER**  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
Recorded in  
Warren County  
My Comm. Exp. 12/28/17

**EXHIBIT "A"**  
Legal Description  
Warren County

Sidwell No. 08-27-176-009

Situated in the County of Warren, in the State of Ohio and more particularly described as follows:

Lot numbered one hundred ninety eight (198), as said lot is known and designated on the recorded plat of Sterling Heights, Fourth Addition, P.B. 4, Page 125, a subdivision of lots and lands located in Section 27, Town 3, Range 4 North, Franklin Township, Warren County, Ohio.

Property commonly known as: 4657 Fisher Road, Franklin, Ohio 45005

Prior Instrument Reference: Book 5543, page 499 of the Official Records of Warren County, Ohio

# Resolution

Number 17-1845

Adopted Date November 21, 2017

AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR ELIZABETH A. TAYLOR

WHEREAS, Elizabeth A. Taylor received a Deferred Loan for Down Payment Assistance through the FY 2008 NSP funding for the purpose of purchasing the property at 2383 Trinity Drive, Middletown, Ohio 45044; and

WHEREAS, Elizabeth Taylor has fulfilled the obligation to satisfy this mortgage; and


NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of this Board to sign this Satisfaction of Mortgage on the property at 2383 Trinity Drive, Middletown, Ohio 45044.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/vsp

cc: c/a – Taylor, Elizabeth  
OGA (file)

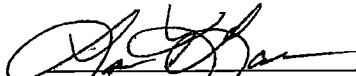


**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners** does hereby certify, that certain Mortgage Deeds, dated the 20th day of April, 2012, recorded on the 27th day of April, 2012, in Record of Mortgages, Vol. 5534 Pages 216-219, and recorded on the 13<sup>th</sup> day of June, 2012, Vol. 5566 Pages 109-112, in the Office of the Recorder of Warren County, Ohio, executed by Elizabeth A. Taylor, to the Warren County Board of Commissioners on the following real estate, known as 2383 Trinity Drive, Middletown, Ohio 45044, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 21st day of November, 2017, A.D.

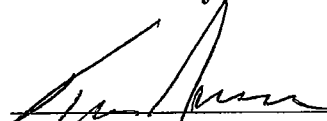
Signed and Acknowledged  
In the Presence of



Signature of Witness

Laura K Lander  
Printed Name of Witness

**Warren County Board of Commissioners**



Tom Grossman, President

**State of Ohio**  
**County of Warren, ss:**

Be It Remembered, That on this 21st day of November, 2017, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossman, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

  
Notary Public

This instrument prepared by Warren County, Ohio.



**LAURA K. LANDER**  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/17

**EXHIBIT "A"**  
Legal Description  
Warren County

Parcel Sidwell No. 07-02-328-003

The following described real estate, situated in Turtlecreek Township, Warren County and State of Ohio, to wit:

Lot Number Thirty Eight (38) as the same is known and designated in the recorded plat of Stonewall Subdivision Section One, a subdivision of lots and land located in Section 2, Town 2, Range 4, North, Turtlecreek Township, Warren County, Ohio, Plat Book 9, Page 27.

Premises commonly known as: 2383 Trinity Drive, Middletown, Ohio 45044

Prior Instrument Reference: Volume 5566, Page 109 of the Official Records of Warren County, Ohio

# Resolution

Number 17-1846

Adopted Date November 21, 2017

AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR TERI LYNN EVERS

WHEREAS, Teri Lynn Evers received a Deferred Loan for Down Payment Assistance through the FY 2008 NSP funding for the purpose of purchasing the property at 931 Kerns Drive, Lebanon, Ohio 45036; and

WHEREAS, Teri Evers has fulfilled the obligation to satisfy this mortgage; and

NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of this Board to sign this Satisfaction of Mortgage on the property at 931 Kerns Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/vsp

cc: c/a –Evers, Teri Lynn  
OGA (file)

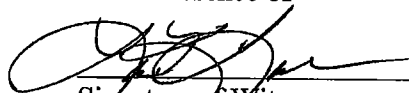
**SATISFACTION OF MORTGAGE**


**KNOW ALL MEN BY THESE PRESENTS**, THAT the **Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 19th day of December, 2011, recorded on the 3rd day of January, 2012, in Record of Mortgages, Vol. 5455 Pages 674-677, in the Office of the Recorder of Warren County, Ohio, executed by **Teri Lynn Evers**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 931 Kerns Avenue, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners, by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 21st day of November, 2017, A.D.

Signed and Acknowledged  
In the Presence of

**Warren County Board of Commissioners**

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Tom Grossmann, President



Laura K. Lander  
\_\_\_\_\_  
Printed Name of Witness

**State of Ohio**  
**County of Warren, ss:**

Be It Remembered, That on this 21st day of November, 2017, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

This instrument prepared by Warren County, Ohio.

  
  
LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/17

**EXHIBIT "A"**  
Legal Description  
Warren County

Sidwell No. 09-31-354-011

Situated in the City of Lebanon, County of Warren, and State of Ohio, Section 31, T 4, R 4 and being Lot #4083, Section 7 of Walnut Hills Subdivision, as recorded in Plat Book 7, Page 23 of the plat records in Warren County Recorder's Office, Warren County, Ohio.

Property commonly known as: 931 Kerns Avenue, Lebanon, Ohio

Subject to easements and restriction of record.

Prior Instrument Reference: Volume 5455, page 674 of the Official Records of Warren County, Ohio

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

# Resolution

Number 17-1847

Adopted Date November 21, 2017

AUTHORIZE THE COUNTY ADMINISTRATOR, DEPUTY COUNTY ADMINISTRATOR, AND CLERK TO THE BOARD OF COMMISSIONERS TO SIGN ALL ACCOUNTING AND PAYROLL RELATED DOCUMENTS RELATIVE TO DEPARTMENTS UNDER THE BOARD OF COMMISSIONERS AUTHORITY

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator, Deputy County Administrator, and Clerk to the Board of Commissioners to sign all Accounting and Payroll related documents relative to the departments under the Board of Commissioners authority.

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

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


Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor   
Commissioners file  
OMB

# Resolution

Number 17-1848

Adopted Date November 21, 2017

## ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #11/16/2017 001, #11/16/2017 002, #11/16/2017 003, #11/16/2017 004, #11/16/2017 005, #11/16/2017 006, #22/02/2017 007 #11/16/2017 008, and 11/16/2017 009; said batches are attached hereto and made a part hereof.

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

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


Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

# Resolution

Number 17-1849

Adopted Date November 21, 2017

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH FISCHER DEVELOPMENT COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE, SECTION THREE BLOCK "C" SITUATED IN HAMILTON TOWNSHIP

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

## SECURITY AGREEMENT

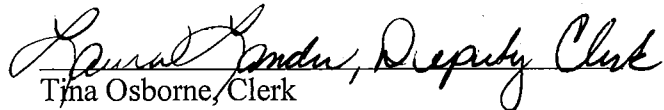
Bond Number	:	17-024 (W/S)
Development	:	Providence, Section Three Block "C"
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$11,058.10
Surety Company	:	RLI Insurance Company (CMS0326628)

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Fischer Development Co., Dave Stroup, 3940 Olympic Blvd, Suite 100, Erlanger KY 41018  
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607  
Water/Sewer (file)  
Bond Agreement file



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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

11  
16-024 (w/s)

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

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Providence  
Subdivision, Section/Phase <sup>Three</sup> Block "C" (3) (hereinafter the "Subdivision") situated in  
Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$110,581.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$0.00; and,

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

**NOW, THEREFORE**, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$11,058.10 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Fischer Development Company  
\_\_\_\_\_  
Dave Stroup  
\_\_\_\_\_  
3940 Olympic Boulevard, Suite 100  
\_\_\_\_\_  
Erlanger, KY 41018  
\_\_\_\_\_  
Ph. ( 859 ) 344 - 3131  
\_\_\_\_\_

D. To the Surety:

RLI Insurance Company  
525 W Van Buren Suite 350  
Chicago, IL 60607

Ph. ( 312 ) 675 - 4143

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.

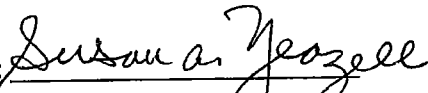
**DEVELOPER:** Fischer Development Company,  
a Kentucky Corporation

**SURETY:** RLI 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: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: November 2, 2017

DATE: November 2, 2017

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1949, dated 11/21/17.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 11/21/17

RECOMMENDED BY:

By: [Signature]  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR

Key:

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

Bond No. CMS0326628

MAINTENANCE BOND

Know All Men By These Presents, That we, Fischer Development Company  
3940 Olympic Blvd, Suite 100, Erlanger, KY 41018  
as Principal, and RLI Insurance Company, a corporation  
organized under the laws of the State of Illinois with principal place at \_\_\_\_\_  
525 W. Van Buren, Suite 350, Chicago, IL 60607, as Surety, are held and  
firmly bound unto Warren County Board of Commissioners, 406 Justice Drive,  
Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Eleven  
Thousand Fifty-Eight and 10/100 \$11,058.10  
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

DATED this 2<sup>nd</sup> day of November, 20 17.

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

Water and Sanitary Sewer in Providence, Section Three Block C Subdivision  
In Hamilton Township, Warren County, OH

and

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

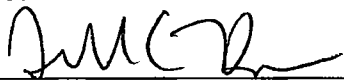
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is  
said Principal shall, for a period of One (1) years from and after the 2nd  
day of November, 20 17, indemnify the Obligee against any loss or  
damage directly arising by reason of any defect in the material or workmanship which  
may be discovered within the period aforesaid, then this obligation shall be void;  
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said  
Principal, written statement of the particular facts showing such default and the date  
hereof shall be delivered facts showing such default and the date thereof shall be  
delivered to the Surety by certified mail, at its Home Office in 525 W. Van Buren,  
Ste350, Chicago, IL 60607 promptly and in any event within thirty (30) days after the  
Obligee or his representative shall learn of such default; and that no claim suit, or action  
by or reason of any default of the Principal shall be brought hereunder after the  
expiration of thirty (30) days from the end of the maintenance period as herein set forth.



Fischer, Development Company  
A Kentucky corporation

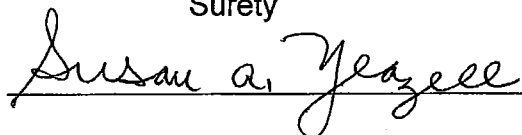
Principal

By: 

Its: Todd E. Huss, President

RLI Insurance Company

Surety

By: 

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



RLI Surety  
 9025 N. Lindbergh Dr. | Peoria, IL 61615  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
Dan E. Ries, Susan A. Yeazell, Unique Kizer, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 17th day of August, 2016.



**RLI Insurance Company**

By: B. A. W. Davis  
 Barton W. Davis Vice President

State of Illinois }  
 County of Peoria } SS

**CERTIFICATE**

On this 17th day of August, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 2nd day of November, 2017.

By: Jacqueline M. Bockler  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**

By: B. A. W. Davis  
 Barton W. Davis Vice President



# Resolution

Number 17-1850

Adopted Date November 21, 2017

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH FISCHER DEVELOPMENT COMPANY, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE, SECTION 3, BLOCK C, SITUATED IN HAMILTON TOWNSHIP

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

## SECURITY AGREEMENT


Bond Number	:	17-024 (P/S)
Development	:	Providence, Section 3, Block C
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$44,298.80
Surety Company	:	RLI Insurance Company (CMS0326623)

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

17-024 (P/S)

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

**WITNESSETH:**

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

**WHEREAS**, it is estimated that the total cost of the Improvements is \$150,080.15,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$34,076.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$44,298.80 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$30,016.03 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Fischer Development Company  
Dave Stroup  
3940 Olympic Boulevard, Suite 100  
Erlanger, KY 41018  
Ph. ( 859 ) 344 - 3131

D. To the Surety:

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

Ph. (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

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

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

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

\_\_\_\_ Original Escrow Letter (attached)

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

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

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

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



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

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

**DEVELOPER:** Fischer Development Company,  
a Kentucky Corporation

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

SIGNATURE: 

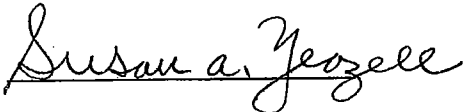
PRINTED NAME: Todd E. Huss

TITLE: President

DATE: October 26, 2017

**SURETY:** RLI Insurance Company

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

SIGNATURE: 

PRINTED NAME: Susan A. Yeazell

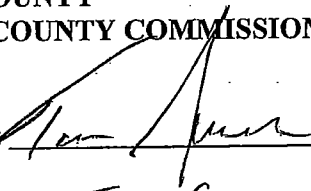
TITLE: Attorney-in-Fact

DATE: October 26, 2017

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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 17-1850, dated 11/21/17.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 11/21/17

RECOMMENDED BY:

By: 

COUNTY ENGINEER

APPROVED AS TO FORM:

By: 

COUNTY PROSECUTOR

Key:

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

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that, Fischer Development Company, as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Forty-Four Thousand Two Hundred Ninety-Eight and 80/100 Dollars (\$44,298.80) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances & Sidewalks in Providence, Section Three Block C Subdivision in Hamilton Township, Warren County, OH.

**NOW THEREFORE**, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances & Sidewalks in Providence, Section Three Block C Subdivision in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Forty-Four Thousand Two Hundred Ninety-Eight and 80/100 Dollars (\$44,298.80) and no more.

**SIGNED AND DATED THIS** 26<sup>th</sup> day of October, 2017

Principal: Fischer Development Company  
a Kentucky corporation

By:   
Todd E. Huss, President

Surety: RLI Insurance Company

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



RLI Surety  
 9025 N. Lindbergh Dr. | Peoria, IL 61615  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

**POWER OF ATTORNEY**  
**RLI Insurance Company**

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
Dan E. Ries, Susan A. Yeazell, Unique Kizer, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 17th day of August, 2016.



**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President

State of Illinois }  
 County of Peoria } SS

**CERTIFICATE**

On this 17th day of August, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 26th day of October, 2017.

By: Jacqueline M. Bockler  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President



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

# Resolution

Number 17-1851

Adopted Date November 21, 2017

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH FISCHER DEVELOPMENT COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE, SECTION SIX SITUATED IN HAMILTON TOWNSHIP

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

### SECURITY AGREEMENT

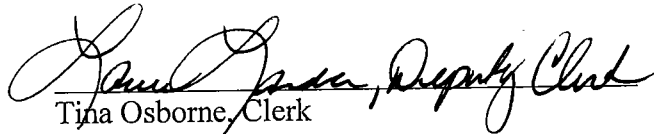
Bond Number	:	17-025 (W/S)
Development	:	Providence, Section Six
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$16,749.26
Surety Company	:	RLI Insurance Company (CMS0326625)

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Fischer Development Co., Dave Stroup, 3940 Olympic Blvd., Suite 100, Erlanger KY 41018  
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

17  
16-025 (W/S)

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

**WITNESSETH:**

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

**WHEREAS**, it is estimated that the total cost of the Improvements is \$167,492.55,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$0.00; and,

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

**NOW, THEREFORE**, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$16,749.26 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:

Fischer Development Company  
\_\_\_\_\_  
Dave Stroup  
\_\_\_\_\_  
3940 Olympic Boulevard, Suite 100  
\_\_\_\_\_  
Erlanger, KY 41018  
\_\_\_\_\_  
Ph. ( 859 ) 344 - 3131  
\_\_\_\_\_

D. To the Surety:

RI Insurance Company  
525 W Van Buren, Suite 350  
Chicago, IL 60607  
  
Ph. ( 312 ) 675 - 4143

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.

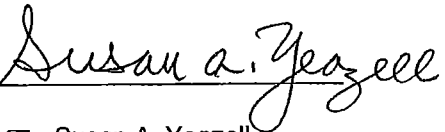
**DEVELOPER:** Fischer Development Company,  
a Kenucky Corporation

**SURETY:** RLI 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: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: November 2, 2017

DATE: November 2, 2017

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1851, dated 11/21/17

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS


SIGNATURE: 

PRINTED NAME: Tom Grassmann

TITLE: President

DATE: 11/21/17

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

Bond No. CMS0326625

MAINTENANCE BOND

Know All Men By These Presents, That we, Fischer Development Company  
3940 Olympic Blvd, Suite 100, Erlanger, KY 41018  
as Principal, and RLI Insurance Company, a corporation  
organized under the laws of the State of Illinois with principal place at \_\_\_\_\_  
525 W. Van Buren, Suite 350, Chicago, IL 60607, as Surety, are held and  
firmly bound unto Warren County Board of Commissioners, 406 Justice Drive,  
Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Sixteen  
Thousand Seven Hundred Forty-Nine and 26/100 \$16,749.26  
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

DATED this 2<sup>nd</sup> day of November, 20 17.

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

Water and Sanitary Sewer in Providence, Section Six Subdivision

In Hamilton Township, Warren County, OH

and

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

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is  
said Principal shall, for a period of One (1) years from and after the 2<sup>nd</sup>  
day of November, 20 17, indemnify the Obligee against any loss or  
damage directly arising by reason of any defect in the material or workmanship which  
may be discovered within the period aforesaid, then this obligation shall be void;  
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said  
Principal, written statement of the particular facts showing such default and the date  
hereof shall be delivered facts showing such default and the date thereof shall be  
delivered to the Surety by certified mail, at its Home Office in 525 W. Van Buren,  
Ste350, Chicago, IL 60607 promptly and in any event within thirty (30) days after the  
Obligee or his representative shall learn of such default; and that no claim suit, or action  
by or reason of any default of the Principal shall be brought hereunder after the  
expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Fischer Development Company  
A Kentucky corporation

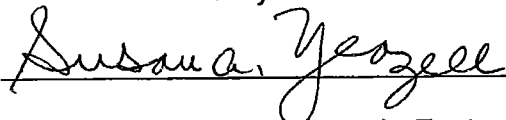
Principal

By: 

Its: Todd E. Huss, President

RLI Insurance Company

Surety

By: 

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



RLI Surety  
 9025 N. Lindbergh Dr. | Peoria, IL 61615  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

**POWER OF ATTORNEY**  
**RLI Insurance Company**

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
Dan E. Ries, Susan A. Yeazell, Unique Kizer, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 17th day of August, 2016.



**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President

State of Illinois }  
 County of Peoria } SS

**CERTIFICATE**

On this 17th day of August, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 2nd day of November, 2017.

By: Jacqueline M. Bockler  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President



# Resolution

Number 17-1852

Adopted Date November 21, 2017

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH FISCHER DEVELOPMENT COMPANY, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE, SECTION SIX SITUATED IN HAMILTON TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	17-025 (P/S)
Development	:	Providence, Section Six
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$54,296.45
Surety Company	:	RLI Insurance Company (CMS0326622)

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

17-025 (P/S)

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

**WITNESSETH:**

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

**WHEREAS**, it is estimated that the total cost of the Improvements is \$241,537.10,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$41,766.50; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$54,296.45 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$48,307.42 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Fischer Development Company  
\_\_\_\_\_  
Dave Stroup  
\_\_\_\_\_  
3940 Olympic Boulevard, Suite 100  
\_\_\_\_\_  
Erlanger, KY 41018  
\_\_\_\_\_  
Ph. ( 859 ) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W. Van Buren, Suite 350

Chicago, IL 60607

Ph. ( 312 ) 675 - 4136

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

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

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

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

\_\_\_ Original Escrow Letter (attached)

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

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

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


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

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

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

**DEVELOPER:** Fischer Development Company,  
a Kentucky Corporation

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

SIGNATURE: 

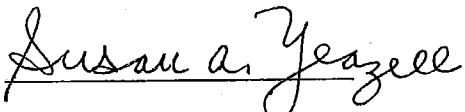
PRINTED NAME: Todd E. Huss

TITLE: President

DATE: October 27, 2017

**SURETY:** RLI Insurance Company

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

SIGNATURE: 

PRINTED NAME: Susan A. Yeazell

TITLE: Attorney-in-Fact

DATE: October 27, 2017

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1852, dated 11/21/17.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

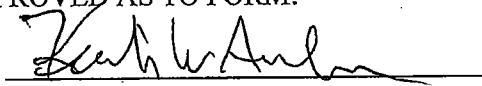
TITLE: President

DATE: 11/21/17

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that, Fischer Development Company, as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Fifty-Four Thousand Two Hundred Ninety-Six and 45/100 Dollars (\$54,296.45) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances & Sidewalks in Providence, Section Six Subdivision in Hamilton Township, Warren County, OH.

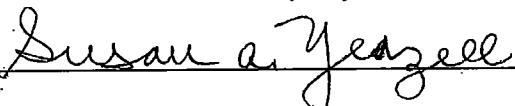
**NOW THEREFORE**, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances & Sidewalks in Providence, Section Six Subdivision in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Fifty-Four Thousand Two Hundred Ninety-Six and 45/100 Dollars (\$54,296.45) and no more.

**SIGNED AND DATED THIS** 26<sup>th</sup> day of October, 2017

Principal: Fischer Development Company  
a Kentucky corporation

By:   
Todd E. Huss, President

Surety: RLI Insurance Company

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





RLI Surety  
 9025 N. Lindbergh Dr. | Peoria, IL 61615  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
Dan E. Ries, Susan A. Yeazell, Unique Kizer, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 17th day of August, 2016.



**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President

State of Illinois }  
 County of Peoria } SS

**CERTIFICATE**

On this 17th day of August, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 26th day of October, 2017.

By: Jacqueline M. Bockler  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**

By: B. W. Davis  
 Barton W. Davis Vice President



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

# Resolution

Number 17-1853

Adopted Date November 21, 2017

## APPROVE VARIOUS RECORD PLATS

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

- Caesar Creek Estates Phase 2 – Wayne Township
- Providence Section Six – Hamilton Township
- Providence Section Three Block “C” – Hamilton Township

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 17-1854

Adopted Date November 21, 2017

## APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

\$ 47,080.00 from #435-3130-346 (Engineer – Bridge Construction)  
\$ 1,375.00 from #453-3120-335 (Engineer – Road Construction)

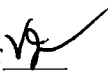
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Engineer (file)  
OMB

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

# Resolution

Number 17-1855

Adopted Date November 21, 2017

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR'S OFFICE  
FUND #101-1150

BE IT RESOLVED, to approve the following appropriation adjustment:

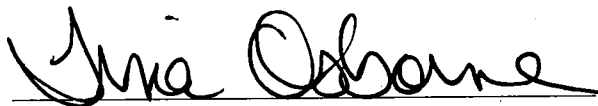
\$ 325.00      from #101-1150-840      (Unemployment Comp)  
                 into #101-1150-317      (Capital Purchases under \$10,000)

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

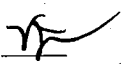
Mr. Young – absent  
Mr. Grossmann – yea  
Mrs. Jones – yea

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Prosecutor (file)  
OMB

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

# Resolution

Number 17-1856

Adopted Date November 21, 2017

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS PRETRIAL SERVICES FUND#101-1222 INTO COMMON PLEAS COURT FUND #101-1220

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 3,000.00	from	#101-1222-210	(Operating Supplies, General)
	into	#101-1220-210	(Office Supplies, General)


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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 17-1857

Adopted Date November 21, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #101-1280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$550.00	from	#101-1280-400	(Purchased Services)
	into	#101-1280-850	(Training-Education)

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


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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
County Court (file)  
OMB

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

# Resolution

Number 17-1858

Adopted Date November 21, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUNDS #101-2810, #101-2812 AND FROM #101-2810 INTO #101-2812

BE IT RESOLVED, to approve the following appropriation adjustments:

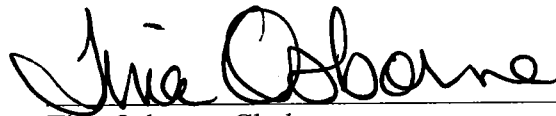
\$ 2,609.81	from #101-2810-460	(Telecom-Insurance)
	into #101-2810-102	(Telecom-Salaries)
\$ 20,003.00	from #101-2810-361	(Tele. Equipment)
	into #101-2810-102	(Telecom-Salaries)
\$ 34,623.70	from #101-2812-820	(Mobile Data - Health)
	into #101-2812-102	(Telecom-Salaries)
\$ 13,006.96	from #101-2810-820	(Telecom - Health)
	into #101-2812-102	(Telecom-Salaries)

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


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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)  
OMB

# Resolution

Number 17-1859

Adopted Date November 21, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SEWER REVENUE FUND 580

WHEREAS, when employees resign, retire, and/or if employment with the County is terminated, it is necessary to pay out the appropriate accrued vacation leave and sick leave; and

WHEREAS, appropriation adjustments are necessary in order to pay out the accrued sick and vacation time for Todd Stephenson and Rebecca Parry within the Water and Sewer Department;

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

\$ 8,600.00            from 580-3300-3300-999 (Contingency)  
                         into 580-3300-3300-882 (Accum. Vacation Payout)


\$ 1,500.00            from 580-3300-3300-999 (Contingency)  
                         into 580-3300-3300-881 (Accum. Sick Leave Payout)

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


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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

JB

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





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

# Resolution

Number 17-1861

Adopted Date November 21, 2017

## AUTHORIZE PAYMENT OF BILLS


BE IT RESOLVED, to authorize payment of bills as submitted on Batches #11/21/2017 001, #11/21/2017 002, #11/21/2017 003, #11/21/2017 004, #11/21/2017 005, #11/21/2017 006, #11/21/2017 007, and #11/21/2017 008; said batches attached hereto and made a part hereof.

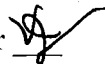
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor 

# Resolution

Number 17-1862

Adopted Date November 21, 2017

**RESOLUTION AUTHORIZING THE COUNTY OF WARREN, OHIO TO APPROVE THE ISSUANCE OF HOSPITAL FACILITIES REVENUE BONDS OF THE COUNTY OF ALLEN, OHIO; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.**

WHEREAS, Mercy Health, formerly known as Catholic Health Partners, is a nonprofit Ohio corporation (the "Corporation") that, through its subordinate and affiliated nonprofit entities (the "Affiliates"), owns and operates healthcare facilities at various locations in Ohio, including Hospital Facilities, as defined in Section 140.01 of the Ohio Revised Code, in Warren County, Ohio (the "County") and the Corporation has determined to acquire, construct and equip certain additional Hospital Facilities located in the County (collectively, the "Local Facilities"), and has requested the County of Allen, Ohio (the "Issuer") to issue its bonds therefor; and

WHEREAS, Chapter 140 of the Ohio Revised Code provides a procedure by which "Public Hospital Agencies," as defined therein and including counties and municipal corporations, may enter into an agreement pursuant to which a Public Hospital Agency may issue its revenue bonds to fund the capital needs of Hospital Facilities located in the jurisdictions of each of the Public Hospital Agencies which are parties to such agreement, for the public purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, the Corporation has represented to the County that it has organized under a master trust indenture the financing of certain debt of the Corporation and the Affiliates, including debt incurred to fund the capital needs of the Local Facilities, and from time to time will undertake the financing and refinancing of Hospital Facilities, including the Local Facilities, thereby enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby in the County; and

WHEREAS, the County entered into the Participating Public Hospital Agencies Agreement with the Issuer and certain additional political subdivisions (collectively with the County, the "Participating Public Hospital Agencies") pursuant to Section 140.03, Ohio Revised Code, on May 1, 2008 for the purposes of (a) financing and refinancing through the Issuer certain capital equipment and construction needs of the Corporation and its Affiliates, including the Local Facilities, located within the jurisdiction of the County, including the reimbursement of costs advanced for those purposes, and (b) refunding and retiring outstanding prior indebtedness incurred for such purpose; and

WHEREAS, the Corporation anticipates that the Issuer will issue its Hospital Facilities Revenue Bonds, Series 2018 (Mercy Health), in one or more series (the "Series 2018 Bonds"), in an amount not to exceed \$850,000,000 to (a) finance and refinance the acquisition, construction

and equipping of Hospital Facilities located in the jurisdiction of the Participating Public Hospital Agencies and (b) refund and retire certain outstanding prior indebtedness, and the Issuer may, from time to time, determine to issue additional revenue bonds, in order to finance and refinance the costs of Hospital Facilities, in cooperation with the Participating Public Hospital Agencies; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that prior to their issuance, the Series 2018 Bonds must be approved by the "applicable elected representative" (as defined in such Section 147(f) of the Code) of the Issuer and of certain political subdivisions in which Hospital Facilities will be financed, including the County; and

WHEREAS, this Board of County Commissioners is the applicable elected representative of the County; and

WHEREAS, a public hearing was held with respect to the issuance of the Series 2018 Bonds prior to the consideration of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Warren, Ohio:

SECTION 1. That any revenue bonds issued under the authority of the Participating Public Hospital Agencies Agreement shall not be, and are not, general obligations, debt or bonded indebtedness of the County or any Participating Public Hospital Agency and the holders or owners of such revenue bonds shall not have the right to have excises or taxes levied by the County or any Participating Public Hospital Agency for the payment of principal of, or interest or premium, if any, on such revenue bonds. Such payment shall be made only from funds provided by the Corporation or its Affiliates.

SECTION 2. That this Board, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Series 2018 Bonds by the County of Allen, Ohio, in the maximum principal amount of \$850,000,000. It is anticipated, based on information provided by the Corporation, that the proceeds of the Series 2018 Bonds will be used to (i) finance, refinance, or reimburse the costs of, the acquisition, construction and equipping of equipment, real property and improvements to Hospital Facilities, at some or all of the following locations: (A) 7423 Mason Montgomery Road, Mason, known as Cincinnati Sports Medicine, (B) 9313 Mason Montgomery Road, Suite 250, Cincinnati, known as Mason Family Medicine, (C) 5232 Socialville-Fosters Road, Mason, known as Deerfield Family Medicine & Specialists, (D) 5236 Socialville-Fosters Road, Mason, known as Cincinnati Sports Medicine, (E) 770 Reading Road, Suite A, Mason, known as Mason Area Medical Associates, (F) 4605 Duke Drive, Mason, Floors 4, 5, and 6, known as Mercy Health Billing and Customer Support Office, and (G) a 7.3 acre parcel at the southwest corner of the intersection of Mason Montgomery Road and Parkway Drive (each, a "project"), the initial owner or principal user of each project being the Corporation, Mercy Health Cincinnati LLC, or Mercy Health Physicians Cincinnati LLC, each

an Ohio non-profit corporation or limited liability company, or a related party thereof; (ii) refund all or a portion of the following bonds whose proceeds were utilized to finance or refinance Hospital Facilities at the projects: County of Allen, Ohio Hospital Facilities Revenue Bonds, Series 2010A (Catholic Healthcare Partners); County of Allen, Ohio Hospital Facilities Revenue Bonds, Series 2010B (Catholic Healthcare Partners); County of Lorain, Ohio Adjustable Rate Hospital Facilities Revenue Bonds, Series 2006 (Catholic Healthcare Partners); County of Lorain, Ohio Adjustable Rate Hospital Facilities Revenue Refunding Bonds, Series 2003 (Catholic Healthcare Partners); and County of Lorain, Ohio Adjustable Rate Hospital Facilities Revenue Bonds, Series 2002B (Catholic Healthcare Partners); and (iii) finance certain costs associated with the issuance of the Series 2018 Bonds. Not more than \$100,000,000 of the stated principal amount of the Series 2018 Bonds will be allocated to any one project listed above. A portion of the proceeds of the Series 2018 Bonds will also be used to finance and refinance Hospital Facilities at locations outside the County, in the State of Ohio.

This approval is intended to comply with the provisions of Section 147(f) of the Code, and does not constitute a finding of the Board as to the compliance or noncompliance by the Corporation or the County of Allen, Ohio with any legal requirements imposed upon them in connection with the issuance of the Series 2018 Bonds.

SECTION 3. That the Clerk of this Board and any member of this Board be and they hereby are authorized to execute and deliver on behalf of the County such certificates, documents and instruments in connection with the issuance and public sale of the Series 2018 Bonds and of revenue bonds issued from time to time under authority of the Participating Public Hospital Agencies Agreement, and the delivery of the Participating Public Hospital Agencies Agreement, as may be required, necessary or appropriate, including, without limitation, applicable elected representative approvals, conveyances of title to real and personal property, terminations of financing statements and other releases of security interests in property. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of this Board.

SECTION 4. That the provisions of this Resolution are hereby declared to be severable and, if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Resolution.

SECTION 5. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

RESOLUTION #17-1862  
NOVEMBER 21, 2017  
PAGE 4

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style with a horizontal line underneath it.


Tina Osborne, Clerk

cc: Auditor (certified)  
Bond file  
Abbot Thayer – Dinsmore & Shohl

RESOLUTION #17-1862  
NOVEMBER 21, 2017  
PAGE 5

**CERTIFICATE**

The undersigned, duly appointed and acting Clerk of the Board of County Commissioners of Warren County, Ohio, does hereby certify that the foregoing is a true and correct copy of a resolution adopted by such Board on November 21, 2017, together with an extract from the minutes of the meeting at which that resolution was adopted to the extent pertinent thereto.

A handwritten signature in black ink, appearing to read "Tina Osborne". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clerk, Board of County Commissioners,  
Warren County, Ohio

# Resolution

Number 17-1863

Adopted Date November 21, 2017

**AUTHORIZE REQUEST FOR QUALIFICATIONS FROM DESIGN BUILD FIRMS  
RELATIVE TO THE CONSTRUCTION OF THE ADDITION TO THE WARREN COUNTY  
PROBATE-JUVENILE COURT BUILDING**

BE IT RESOLVED, to authorize the advertisement of a Request for Qualifications from Design Build firms relative to the construction of an addition to the Warren County Probate-Juvenile Court Building; and

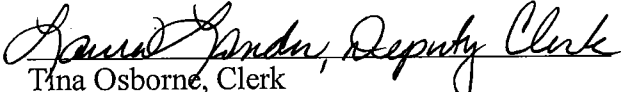
BE IT FURTHER RESOLVED, to advertise said Request for Qualifications for one week in a newspaper of general circulation, beginning the week of December 3, 2017 and for two consecutive weeks on the County Internet Web Page beginning November 22, 2017; Qualification deadline is December 19, 2017 at 2:00 p.m.

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

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

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

Tz/

cc: OMB Bid file  
Probate/Juvenile Ct (file)  
T Zindel  
Dan Rawlins, K2M



# Resolution

Number 17-1864

Adopted Date November 21, 2017

APPROVE REZONING APPLICATION OF JOSEPH CARTER (CASE #2017-05), TO REZONE APPROXIMATELY 4.3 ACRES FROM COMMUNITY COMMERCIAL BUSINESS "B2" TO RURAL RESIDENTIAL ZONE "RU"

WHEREAS, this Board met this 21<sup>st</sup> day of November 2017, in the Commissioners Meeting Room, to consider the public hearing for the rezoning application of Joseph Carter, owner of record (Case #2017-05), to rezone approximately 4.3 acres (Parcel Number 1803377002) located at 9079 State Route 123 in Harlan Township from Community Commercial Business "B2" to Rural Residential Zone "RU"; and

WHEREAS, this Board has considered the recommendation of the Regional Planning Commission and the decision of Rural Zoning Commission and all those present; and


NOW THEREFORE BE IT RESOLVED, to approve the rezoning application of Joseph Carter, owner of record (Case #2017-05), to rezone approximately 4.3 acres (Parcel Number 1803377002) from Community Commercial Business "B2" to Rural Residential Zone "RU".

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. South - yea

Resolution adopted this 21<sup>st</sup> day of November 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees