



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

GENERAL SESSION AGENDA

December 6, 2022

- | | | |
|-----------|--------------|---|
| #1 | | Clerk—General |
| #2 | 9:00 | Work Session – Chris Brausch, Sanitary Engineer |
| #3 | 9:30 | Work Session— Warren County Park Board Update |
| #4 | 9:45 | Executive Session—Acquisition of Property |
| #5 | 10:00 | Executive Session – Pending Litigation with Legal Counsel Present |
| #6 | 10:30 | Executive Session – Personnel Matters Relative to Compensation to Specific Emergency Services Employee |

The Board of Commissioners' public meetings can now be streamed live at [Warren County Board of Commissioners - YouTube](#).

Meeting #48 of 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

M
M
M

Resolution adopted this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	CINCYAUTOS	FORD F350 XL	\$ 54,945.00
WAT	72 HOUR LLC	2023 FORD SUPER DUTY	\$ 66,754.72
SEW	72 HOUR LLC	FORE F350 CREW CAB	\$ 53,824.18
SEW	72 HOUR LLC	FORD F250 XL SUPER CAB	\$ 50,603.02
SEW	CINCYAUTOS	FORD F450 CREW CAB	\$ 70,605.00
SEW	CINCYAUTOS	FORD F550 CREW CAB	\$ 73,790.00
WAT	CINCYAUTOS	FORD F350 EXTENDED CAB	\$ 51,945.00
WAT	CINCYAUTOS	FORD F550 CREW CAB	\$ 73,015.00
SHE	ARAMARK CORRECTIONAL SERVICES	SHE.INMATE/STAFF MEALS/ESCROW	\$ 100,000.00
TEL	SECURE CYBER DEFENSE LLC	TEL RFP MANAGED CYBERSECURITY	\$ 405,851.00
WAT	THE SAFETY COMPANY, LLC	SEW DYNA VAC 3000 STEEL VACUUM	\$ 246,334.00
ITD	CDW LLC	ITD CITRIX 5905 HARDWARE APPLI	\$ 82,770.00
GRA	FAMILY PROMISE OF WARREN COUNTY	GRA FAMILY PROMISE ARPA	\$ 10,000.00
TEL	LOCUTION SYSTEMS INC	TEL - RFP LOCUTION AUTOMATED V	\$ 421,496.00

12/6/2022 APPROVED:

Tiffany Zindel, County Administrator

CONSENT AGENDA*

December 6, 2022

1. *Approve the minutes of the November 29, 2022, Commissioners' Meeting.*

PERSONNEL

2. *Temporarily approve reclassification of Alden Payzant to Building and Electrical Supervisor within B/Z*
3. *Hire Leigh Anne Moore as Investigative Caseworker II within Children Services, and David Rentz as Wastewater Treatment Plant Technician within W/S*
4. *Approve promotion of Camille Hughes to Water Distribution Worker II within W/S*
5. *Remove probationary employee, Arianna Hicks, within Children Services*
6. *Approve reclassification of Emilia Donald to Protective Services Caseworker II within Children Services*

GENERAL

7. *Cancel regularly scheduled Commissioners' Meeting of Thursday, December 8, 2022*
8. *Award bid to Chemicals Inc. USA and Alexander Chemical Corporation relative to the 2023 Water Treatment Plant Chemicals Project*
9. *Enter into service agreement with Secure Cyber Defense relative to the RFP Security Information and Event Management*
10. *Authorize acceptance of quote from Secure Cyber Defense on behalf of Telecommunications*
11. *Enter into contract with Locution Systems Inc. relative to the RFP Automated Voice Dispatch and Fire Station Alerting System*
12. *Acknowledge and accept statement of work from CHC Wellbeing effective January 1, 2023*
13. *Approve Amendment #3 to the agreement with Universal Transportation Systems, LLC on behalf of Transit*
14. *Enter into professional service agreement with Environmental Educators, Inc. relative to the Source Water Protection Program*
15. *Authorize County Administrator to sign grant agreement with the Ohio Emergency Management Agency pertaining to the Emergency Management Performance Grant*
16. *Approve contract with Clark County Board of Commissioners on behalf of Juvenile Court*
17. *Approve subgrant award agreement on behalf of the Warren County Drug Task Force*
18. *Enter into cooperation agreement with Family Promise of Warren County and SAFE on Main relative to the FY22 CDBG Entitlement Program*
19. *Temporarily terminate bi-monthly sewer billing to 183 Frost Street in Harveysburg*
20. *Acknowledge receipt of November 2022 Financial Statement*
21. *Acknowledge payment of bills*
22. *Approve performance bond release and accept streets for public maintenance within Vintage Oaks in Deerfield Township*
23. *Approve various bond agreements and final plats*

FINANCIALS

- 24. Accept amended certificate and approve supplemental appropriation into Telecom #4492**
- 25. Approve supplemental appropriations into General Fund #11011112 and Clerk of Courts #2250**
- 26. Approve appropriation decreases within Recorder's #2216 and Sheriff's #2267**
- 27. Approve appropriation adjustment from Commissioners' #11011110 into Juvenile #11011240 for payout**
- 28. Approve appropriation adjustments within Economic Development #11011116, Treasurer's #11011130, Facilities #11011600, WCSO #11012210, Coroner's #11012100, Juvenile Detention #10112600, and Mary Haven #2270**
- 29. Approve appropriation adjustment within Children Services #2273 for payout**

****Please contact the Commissioners' Office at (513) 695-1250 for additional information or questions on any of the items listed on the Consent Agenda***

FOR CONSIDERATION NOT ON CONSENT AGENDA

1. Enter into a beneficiary grant agreement with Family Promise of Warren County relative to the American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds
2. Authorize President to execute cooperative agreement between the Warren County Board of County Commissioners, on behalf of the Warren County Prosecutor's Office, and the City of Mason regarding Victim Witness Coordinator services in the amount of fifty thousand dollars.

ENTER INTO A BENEFICIARY GRANT AGREEMENT WITH FAMILY PROMISE OF WARREN COUNTY RELATIVE TO THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BE IT RESOLVED, to enter into a beneficiary grant agreement with Family Promise of Warren County relative to the American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds, as attached hereto and made a part hereof; said agreement to be effective upon execution.

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

M
M
M

Resolution adopted this ___ day of ___ 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/sm

cc: c/a— *Family Promise of Warren Co.*
OGA (File)

I:>Rsolutions>grants>ARPA>Family Promise ARPA

WARREN COUNTY COMMISSIONERS
2022 NOV 30 PM 12:08
RECEIVED

**AMERICAN RESCUE PLAN – CORONAVIRUS STATE AND LOCAL FISCAL
RECOVERY FUNDS
BENEFICIARY GRANT AGREEMENT
between the
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
and FAMILY PROMISE of WARREN COUNTY**

THIS GRANT AGREEMENT is made as of the date of the last signature below by and between the Board of County Commissioners of Warren County, Ohio (the “County”), with its principal place of business located at 406 Justice Drive, Lebanon, Ohio 45036 and Family Promise of Warren County (the “GRANTEE”), an Ohio corporation, with its principal place of business located at 203 East Warren Street, Lebanon, Ohio 45036.

WHEREAS, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act which amended Title VI of the Social Security Act to add section 603 which established the Coronavirus State and Local Fiscal Recovery Fund (hereinafter “ARPA”);

WHEREAS, ARPA funds received by the County may only be used, as follows: (a) to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) for provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and, (d) to make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the County seeks to make expenditures to respond directly to the COVID-19 public health emergency and its negative economic impacts in part by providing grants for the provision of services to households and individuals, including assistance for food and emergency housing needs, and programs to increase long-term housing security, or for the facilities and equipment related to the provision of such services.

WHEREAS, County has the authority to use ARPA funds in the above-described manner pursuant to 31 CFR Part 35, Subpart A, Section 35.6(b)(3)(ii)(A)(1), (5), and (9), also

known as the U.S. Department of Treasury Final Rule (hereinafter “the Final Rule”).

WHEREAS, GRANTEE is a small business that provides many services to the homeless, including providing shelter and meals, and homeless prevention services.

WHEREAS, County has authorized a grant of ARPA funds to GRANTEE to assist with the impact of COVID 19 and the provision of ongoing assistance for food and emergency housing needs.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 PURPOSE.

The parties hereby agree that the Final Rule and 31 CFR Part 35, Subpart A, Section 35.6(b)(3)(ii)(A)(1), (5), and (9) identifies eligible uses of ARPA funds to include expenditures to respond directly to the COVID-19 public health emergency and its negative economic impacts in part by providing services to individuals and households including assistance for food and emergency housing needs, and programs to increase long-term housing security, or facilities and equipment related to the provision of such services.

GRANTEE has had many increased costs and demands associated with providing food and shelter for the homeless at a time when it had to close its own day center and many of its traditional shelter locations were closed due to the COVID-19 pandemic.

The COUNTY agrees to pay to the GRANTEE an amount of ten thousand dollars **(\$10,000.00)** for the purpose of assisting households and individuals with assistance for food, emergency housing needs, and programs to increase long-term housing security, or equipment related to the provision of such services.

GRANTEE shall not use the funds to satisfy a judgment or settlement, nor to contribute to a rainy day or reserve fund, nor shall the grant funds be used for any project which conflicts with or contravenes the purposes of the American Rescue Plan Act. GRANTEE shall follow all applicable local, State, and federal procurement laws and regulations.

SECTION 2 GRANT TERM

This Agreement shall be effective upon the date last signed by the parties below and shall terminate effective December 31, 2025.

SECTION 3 DISSOLUTION.

If for any reason, the GRANTEE is dissolved between the execution of this Agreement and December 31, 2025, the County has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the County remaining in the GRANTEE'S possession or control, including, but not limited to, the grant monies disbursed under this Grant Agreement.

SECTION 4 NON-DISCRIMINATION.

The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 5 WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract and shall require any contractors hired to perform work on the grant project to provide workers' compensation insurance coverage.

SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.

The GRANTEE must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement. Grantee certifies that it has reviewed the terms of ARPA and the Final Rule and warrants that the expenditures made in relation to this agreement comply with the rules and guidance of the United States Department of Treasury. The Chief Executive and Fiscal Officer of the Grantee indicate that they have provided sufficient documentation to demonstrate that the expenditures comply, and any findings of recovery by the Department of

Treasury, the Ohio Auditor of State or any other auditing agency authorized under ARPA will be held against the Grantee officials and not Warren County.

SECTION 7 REPORTS AND RECORDS.

The GRANTEE agrees to maintain and provide to the County upon demand the following reports and records:

- Accounting and fiscal records adequate to allow the County and/or State of Ohio to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- The GRANTEE shall maintain all financial records and supporting documents related to the grant award until December 31, 2031, or for a period of 5 years after all funds have been expended or returned to the Treasury. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the 5-year period, whichever is later.

The County shall have the right of access to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to grant in order to make audits or examinations.

SECTION 8 FEDERAL, STATE AND LOCAL LAWS.

The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement.

SECTION 9 RELATIONSHIP OF THE PARTIES.

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain a Beneficiary with respect to its performance under this Grant Agreement.

SECTION 10 SUCCESSORS AND ASSIGNMENT.

The County and the GRANTEE each binds itself and its successors, executors, administrators,

and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the County nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 11 NOTICES.

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 12 LAW OF OHIO.

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the Warren County, Ohio Court of Common Pleas.

SECTION 13 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

SECTION 14 PUBLIC RECOGNITION AND COUNTY SUPPORT.

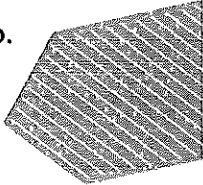
The GRANTEE shall recognize the County on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials about this grant, the County shall be included on any and all mailing distributions.

SECTION 15 EXECUTION

IN EXECUTION WHEREOF, the parties hereto have executed this Agreement on the dates show below.

Warren County Board of Commissioners,

This Agreement is entered into by the president or vice president as authorized in Resolution No. _____ of the Warren County Board of Commissioners dated _____, 2022:



Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form,

Assistant Prosecuting Attorney

Warren County, Ohio

Family Promise of Warren County, Inc.,

This Agreement is hereby entered into by [GRANTEE] Family Promise of Warren County, Inc. by its duly authorized signatory,

Signature: Linda A. Rownt

Printed Name: Linda A. Rownt

Title: Executive Director

Date: 4/27/22

AUTHORIZE ~~THIS BOARD'S~~ PRESIDENT/~~VICE PRESIDENT~~ TO EXECUTE COOPERATIVE AGREEMENT BETWEEN THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY PROSECUTOR'S OFFICE AND THE CITY OF MASON REGARDING VICTIM WITNESS COORDINATOR SERVICES IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000).

WHEREAS, the City of Mason is statutorily required to fund certain aspects of the Mason Municipal Court; and

WHEREAS, the Mason Municipal Court is required to provide victim witness coordinator services; and

WHEREAS, such services have been provided by the Warren County Prosecutor's Office pursuant to a cooperative agreement for an annual cost to the City of Mason of Thirty Thousand Dollars (\$30,000); and

WHEREAS, the Warren County Prosecutor is willing to continue to provide those services at an annual cost to the City of Mason of Fifty Thousand Dollars (\$50,000), pursuant to the terms of a cooperative agreement;

NOW THEREFORE BE IT RESOLVED by the Warren County Board of County Commissioners to authorize its president/vice president to execute a cooperative agreement, the terms of which will provide that the Warren County Prosecutor will provide victim witness coordinator services to the City of Mason for the annual cost to the City of Mason of Fifty Thousand Dollars (\$50,000); agreement attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this day of December 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Prosecutor (file)
 c/a – City of Mason

WARREN COUNTY
COMMISSIONERS
2022 NOV 29 PM 12:16
RECEIVED

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is entered into by the Warren County Board of County Commissioners (hereinafter "COUNTY"), upon the recommendation and assent of David P. Fornshell, Prosecuting Attorney, Warren County, Ohio (hereinafter "COUNTY PROSECUTOR"), and the City of Mason, Ohio, an Ohio municipal corporation, acting by and through its Council (hereinafter "CITY"), the effective date of which shall be January 1, 2023.

WITNESSETH

WHEREAS, the Mason Municipal Court is a municipal operated municipal court, and the CITY'S Council as the legislative authority of the CITY has certain statutory duties and obligations relating to financing the operation of the Mason Municipal Court; AND,

WHEREAS, in accordance with Ohio Rev. Code § 1901.34, the Mason Municipal Court Prosecutor is responsible for prosecuting all cases brought before the Mason Municipal Court for criminal offenses occurring within the municipal corporation and the unincorporated areas within the territory of the Court being Deerfield Township; AND,

WHEREAS, in accordance with Chapter 2930 of the Ohio Rev. Code, the Mason Municipal Court is obligated to provide Victim Witness Coordinator services to victims of crimes of cases filed in the Mason Municipal Court; AND,

WHEREAS, the COUNTY PROSECUTOR has been providing Victim Witness Coordinator services to the Mason Municipal Court pursuant to a Cooperative Agreement between the same parties hereto, and the parties desire to enter into a new updated Cooperative Agreement; AND,

WHEREAS, the COUNTY PROSECUTOR is willing to continue to provide a Victim Witness Coordinator to the Mason Municipal Court, at an annual cost to the CITY of FIFTY THOUSAND DOLLARS (\$50,000.00), and such Victim Witness Coordinator would be employed by the COUNTY PROSECUTOR who would pay such employee's salary and benefits, and provide all necessary training and supervision over the employee; AND,

WHEREAS, the CITY desires to contract with the COUNTY for the COUNTY PROSECUTOR to continue to provide a Victim Witness Coordinator to the Mason Municipal Court; AND,

WHEREAS, pursuant to Ohio Rev. Code § 307.15, the COUNTY may enter into an agreement with the CITY, and the CITY may enter into an agreement with the COUNTY, whereby the COUNTY undertakes, and is authorized by contract with the CITY, to exercise any power, perform any function, or render any service, on behalf of the CITY that the CITY may exercise, perform, or render; AND,

NOW THEREFORE, for the mutual consideration recited herein, the CITY and the COUNTY do hereby agree to the following obligations and responsibilities:

1. The CITY shall pay no later than the 15th day of January each year, the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) for the Victim Witness Coordinator services provided for

herein. The annual appropriation by the CITY shall be payable to the Warren County Prosecutor's Office and delivered to the COUNTY PROSECUTOR.

2. The CITY shall amend its Court Security Plan with the Ohio Supreme Court, if necessary, to include the Victim Witness Coordinators of the Warren County Prosecutor's Office and issue a photo identification-swipe card to the Victim Witness Coordinator assigned by the COUNTY PROSECUTOR to the Mason Municipal Court.
3. The COUNTY shall provide one Victim Witness Coordinator who shall provide all Victim Witness Coordinator services for the Mason Municipal Court in order for the CITY to comply with Chapter 2930 of the Ohio Rev. Code. The Victim Witness Coordinator shall assist the Mason Municipal Court Prosecutor, the Mason City Police Department, the Warren County Sheriff's Office, and the Ohio State Highway Patrol in performing such Victim Witness Coordinator services both in and out of Court for cases filed in the Mason Municipal Court.
4. The Victim Witness Coordinator who provides Victim Witness Coordinator Services to the Mason Municipal Court shall be an employee of the COUNTY PROSECUTOR, and the COUNTY PROSECUTOR shall pay the salary and all other employment benefits eligible through the COUNTY, as well as the COUNTY PROSECUTOR shall be solely responsible for providing all training and supervision of the Victim Witness Coordinator.
5. All monies received pursuant to this Cooperative Agreement shall be deposited by the COUNTY PROSECUTOR into the Municipal Victim Witness Fund which shall be established in the COUNTY Treasury. Monies received from the CITY and deposited in the Municipal Victim Witness Fund shall be disbursed upon proper voucher to the County Auditor for payment of the obligations of the COUNTY PROSECUTOR as set forth herein.
6. The term of this Cooperative Agreement shall be indefinite until terminated by either Party with or without cause upon ninety (90) days' notice to the other Party. Any annual payment of consideration by the CITY as provided for in this Cooperative Agreement shall be prorated to the month of termination and the prorated balance, if any, shall be promptly refunded to the CITY.
7. All notices required or permitted by this Cooperative Agreement shall be given in writing and by ordinary U.S. mail addressed and mailed to the following designee of each Party unless a party gives the other party notice of a change of address.

(i) To the COUNTY:
Attn: David P. Fornshell, County Prosecutor
520 Justice Drive
Lebanon, OH 45036

(ii) To the CITY:
Mason City Council
Attn: Eric Hansen, City Manager
6000 Mason Montgomery Road
Mason, OH 45040

8. This writing constitutes the complete Cooperative Agreement between the Parties, and all statements, negotiations, or representations, oral or otherwise, not incorporated herein and which tend to modify, contradict, or supplement this Cooperative Agreement are of no force and effect.
9. This Cooperative Agreement shall not be modified except in writing and signed by the Parties hereto.
10. CITY'S Execution.

IN EXECUTION WHEREOF, the Mason City Council has caused this agreement to be executed by Eric Hansen, its City Manager, on the date stated below, pursuant to Mason City Ordinance No. 2022-104, dated 10/10/2022.

MASON CITY COUNCIL

SIGNATURE: _____

PRINTED NAME: Eric Hansen

TITLE: City Manager

DATE: 11/14/2022

APPROVED AS TO FORM:

By: Jeffrey D. Forbes, Law Director

11. COUNTY'S Execution.

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed by its President/Vice President on the date stated below, pursuant to Resolution Number _____, dated _____.

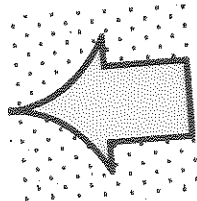
WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



APPROVED AS TO FORM:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Adam M. Nice, Asst. Prosecutor

12. COUNTY PROSECUTOR'S Assent.

David P. Fornshell, Prosecuting Attorney, Warren County, Ohio, hereby assents to provide the services for which the COUNTY is obligated to perform in the foregoing Cooperative Agreement.

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

SIGNATURE: 

NAME: David P. Fornshell

TITLE: County Prosecutor

DATE: 11-28-22

ORDINANCE 2022 – 104

AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING VICTIM WITNESS COORDINATOR SERVICES IN THE ANNUAL AMOUNT OF \$50,000

WHEREAS, the City of Mason is statutorily required to fund certain aspects of the Mason Municipal Court; and

WHEREAS, the Mason Municipal Court is required to provide victim witness coordinator services; and

WHEREAS, such services have been provided by the Warren County Prosecutor's office at annual cost of \$30,000 per year to the City since 2013 without any increases; and

WHEREAS, the County Prosecutor is willing to continue to provide those services at an annual cost to the City of \$50,000, pursuant to the terms of a Cooperative Agreement.

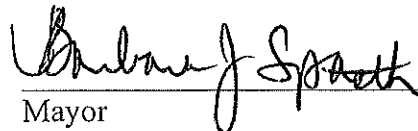
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, six members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a Cooperative Agreement with the Warren County Board of County Commissioners, with said Cooperative Agreement being in the substantial form as that attached hereto as Exhibit A and incorporated herein by reference.

Section 2. That the Finance Director is authorized to make payments to the Warren County Municipal Victim Witness Fund in an annual amount of \$50,000 in accordance with the terms of the Cooperative Agreement attached hereto as Exhibit A.

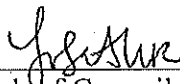
Section 3. That this Ordinance shall be effective from and after the earliest period allowed by law.

Passed this 10th day of October, 2022.



Mayor

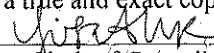
Attest:



Clerk of Council

Certification

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2022-104 adopted by the Council of the City of Mason on October 10, 2022.



Clerk of Council



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

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

MINUTES: Regular Session – November 29, 2022

This is a summary of actions and discussions of the meeting. You may view this meeting through our YouTube Channel at <https://www.youtube.com/channel/UC1ELh0jGpXd4VV2DTgsuqPA> or by contacting our office.

The Board met in regular session pursuant to adjournment of the November 22, 2022, meeting.

Tom Grossmann – present

David G. Young – present

Shannon Jones – present

Tina Osborne, Clerk – present

Minutes of the November 22, 2022 meeting were read and approved.

- 22-1809 A resolution was adopted to approve emergency procurement for the repair of a collapsed sanitary main located on Miami St. in Waynesville. Vote: Unanimous
- 22-1810 A resolution was adopted to approve the amendment to food service contract with Aramark Correctional Services, LLC., on behalf of Warren County Juvenile Court. Vote: Unanimous
- 22-1811 A resolution was adopted to approve addenda to agreement with Healing Pathways Traditional Homes, Inc. relative to home placement and related services on behalf of Warren County Children Services. Vote: Unanimous
- 22-1812 A resolution was adopted to authorize County Engineer to approve Change Order #1 with Rack and Ballauer Excavating Co., Inc for the Northbound Columbia Road Right Turn Lane at US 22/3 Improvement Project. Vote: Unanimous
- 22-1813 A resolution was adopted to authorize President of Board to sign the Task Completion Report #1, Sales Order Q-109643 for Central Square Technologies (FKA TriTech Software Systems) on behalf of Warren County Telecommunications. Vote: Unanimous

- 22-1814 A resolution was adopted to authorize acceptance of quote on behalf of Warren County Telecommunications for Central Square Locution Automated Voice Dispatching Interface. Vote: Unanimous
- 22-1815 A resolution was adopted to acknowledge payment of bills. Vote: Unanimous
- 22-1816 A resolution was adopted to approve various record plats. Vote: Unanimous
- 22-1817 A resolution was adopted to amend resolution #22-0350 to approve appropriation adjustments and an operational transfer for County Commissioners' fund #11011110. Vote: Unanimous
- 22-1818 A resolution was adopted to approve supplemental appropriation into general fund #11011110 and operational transfer into fund #4492. Vote: Unanimous
- 22-1819 A resolution was adopted to approve supplemental appropriations into Local Fiscal Recovery fund #2211. Vote: Unanimous
- 22-1820 A resolution was adopted to approve supplemental appropriation into OhioMeansJobs fund #2254. Vote: Unanimous
- 22-1821 A resolution was adopted to approve appropriation adjustment within Common Pleas Court general fund #11011220. Vote: Unanimous
- 22-1822 A resolution was adopted to approve requisitions and authorize County Administrator to sign documents relative thereto. Vote: Unanimous
- 22-1823 A resolution was adopted to approve annexation of 1.003 acres to the City of South Lebanon, James Smith, Agent, pursuant to Ohio Revised Code Section 709.023 [A.K.A. Expedited Type 2 Annexation]. Vote: Unanimous
- 22-1824 A resolution was adopted to approve and authorize County Administrator to enter into Multi-Use Path and Public Utilities Easement and Agreement with the City of Lebanon. Vote: Unanimous
- 22-1825 A resolution was adopted to approve and enter into Amendment No. 7 to the Intergovernmental Agreement between this Board and the Warren County Transportation Improvement District, designating additional projects and a change in funding amounts for projects. Vote: Unanimous

DISCUSSIONS

On motion, upon unanimous call of the roll, the Board accepted and approved the consent agenda.

Catherine Cunningham, Attorney representing James Smith, Agent for the annexation petition of 1.003 acres to the City of South Lebanon, was present, along with Mayor James Smith and City Administrator Jerry Haddix.

Mrs. Cunningham stated that the Expedited Type 2 annexation before this Board today meets all the criteria needed by law for approval. She then stated she would answer any questions the Board may have.

Upon discussion, the Board resolved (Resolution 22-1823) to approve the annexation of 1.003 acres to the City of South Lebanon, James Smith, Agent, pursuant to Ohio Revised Code Section 709.023 [A.K.A. Expedited Type 2 Annexation].

Scott Brunka and Jason Millard, City of Lebanon, were present for a work session to discuss their request for approval of a Multi-Use Path and Public Utilities Easement relative to the SR 63 Sewer Main Expansion Project.

Mr. Millard presented the attached PowerPoint presentation reviewing the project and the timeline.

There was discussion relative to the SR 63 widening and funding associated with the widening.

Bruce McGary, Assistant Prosecutor, stated he has drafted the requested easement for the Board's approval.

Upon further discussion, the Board resolved (Resolution #22-1824) to approve and authorize County Administrator to enter into Multi-Use Path and Public Utilities Easement and Agreement with the City of Lebanon.

The Board convened in the Commissioners Conference Room for a work session to discuss the 2023 budget.

Neil Tunison, County Engineer, was present along with Kurt Weber, Chief Deputy Engineer, for a work session to discuss their request to approve amendment #7 to the Intergovernmental Agreement between this Board and the Warren County Transportation Improvement District.

Mr. Tunison discussed the need for the amendment to include projects proposed for funding in 2023. He discussed the \$7.5 million Mercy Health project that they would like to begin as soon as possible to begin right of way acquisition for them to open in November 2023. He stated that the project is being funded through the development agreement with Mercy, in which the County has already received their first payment.

Mr. Tunison then reviewed the other projects proposed in 2023 including SR 73 Interchange Improvement Project, US 22-3 at Old 3C Highway/Creekwood Drive Intersection Improvement, King Avenue – Kings Court to Miami Avenue Project, and Kings Mill Road/Kings Island Drive Improvements.

There was discussion relative to the SR 63 widening project.

Mr. Tunison provided an update on Warren County's project stating it is a two-year project scheduled to open bids in April/May.

Commissioner Young questioned the ability to begin acquiring right of way for future projects that we know will be needed such as broadband.

There was much discussion relative to the process the law requires to obtain the right of way.

Bruce McGary, Assistant Prosecutor, stated the law requires the additional right of way needs to be necessary to acquire it. He then discussed the State of Ohio having a finite amount of time they can grant an easement per law.

Mr. Tunison agreed with Commissioner Young on the concept.

Upon further discussion, the Board resolved (Resolution #22-1825) to enter into Amendment No. 7 to the Intergovernmental Agreement between this Board and the Warren County Transportation Improvement District, designating additional projects and a change in funding amounts for projects.

Upon motion the meeting was adjourned.

Tom Grossmann, President

Shannon Jones

David G. Young



I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on November 29, 2022, in compliance with Section 121.22 O.R.C.

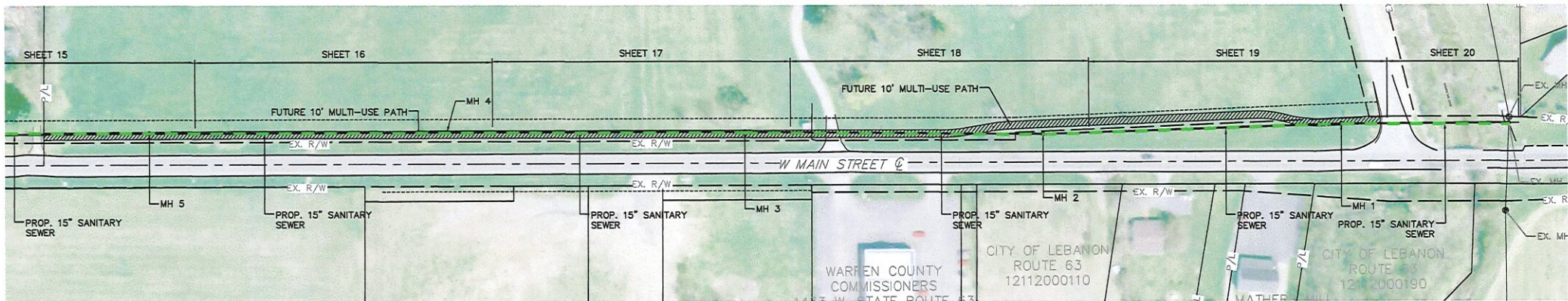
Tina Osborne, Clerk
Board of County Commissioners
Warren County, Ohio

City of Lebanon – SR63 Sewer Main Extension Project
Multi-Use Path and Public Utilities Easement

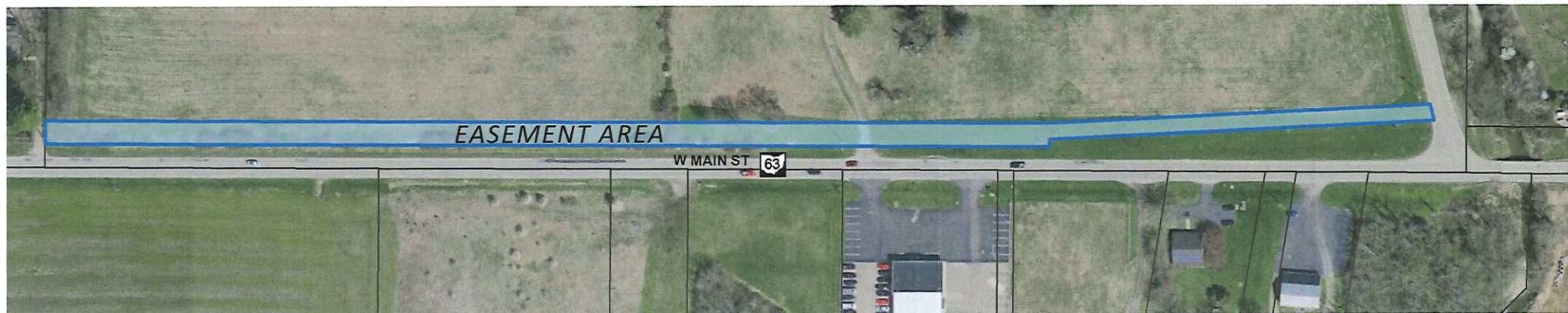


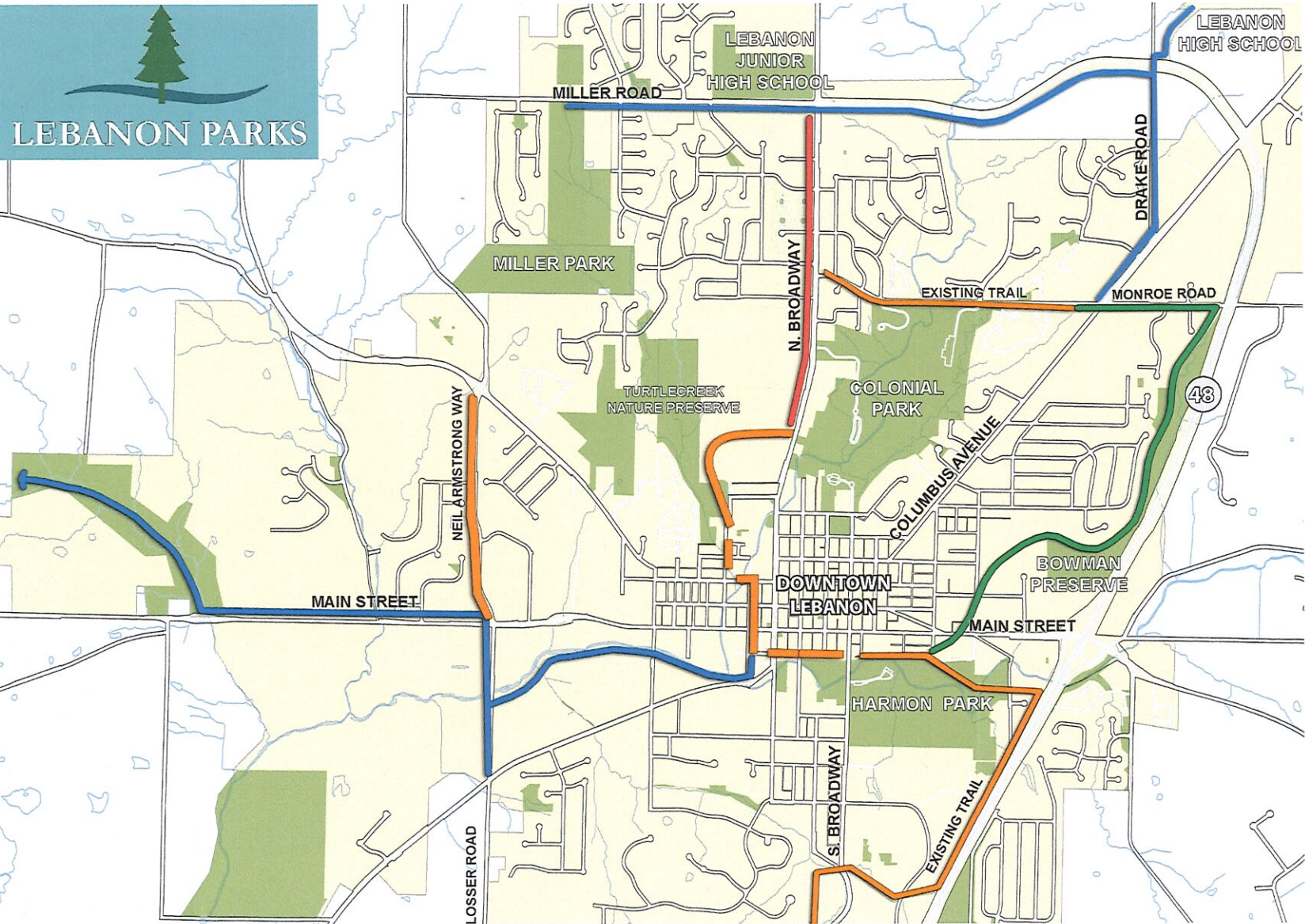
SR 63 Sanitary Sewer Project & Future Multi-Use Trail

--- Sewer Line Location ▨ Multi-Use Trail Location



SR 63 Multi-Use Trail & Public Utility easement



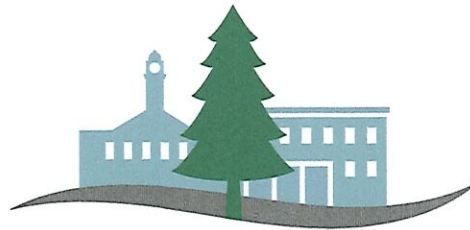


City of Lebanon Trail System

LEBANON TRAIL SYSTEM

- Lebanon Trails
- Planned Trails
- Proposed Trails
- Grant Pending
- Proposed Trails





LEBANON
historic charm. reimagined.

Operation & Maintenance Agreement

THIS OPERATION & MAINTENANCE AGREEMENT (the "Agreement"), effective on the last date of execution by the parties, has been entered into by the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio County and political subdivision, whose address for all purposes herein is: Attn. Warren County Water and Sewer Department, 406 Justice Drive, Lebanon, Ohio 45036, (the "Owner"), and PIMLICO POINTE, LLC, an Ohio limited liability company, whose contact information for all purposes herein is Attn. Tim Burgoyne, 9545 Kenwood Road, Suite 401, Cincinnati, Ohio 45242, (the "Operator").

RECITALS:

WHEREAS, Operator is the owner of or is under contract to purchase the property at 6810 Tylersville Road, Mason, Ohio 45040 ("Pimlico Pointe Property"), a legal description of which is attached as Exhibit A; and

WHEREAS, Operator will be installing a sanitary sewer force main (the "Facilities") in the public right of way after approval of plans by Owner and governmental regulatory agencies including the Ohio EPA, as more particularly described and illustrated on Exhibit B (the "Facilities Area") attached hereto and made a part hereof; and

WHEREAS, Upon the Operator's successful construction, testing, and start-up of the force main, the Facilities shall be transferred to the Owner; and

NOW THEREFORE, in consideration of the recitals set forth above, which are incorporated by reference herein, the parties hereto intend to provide for the continued maintenance of the Facilities in the manner set forth below:

- 1) Commencement. This Agreement shall commence at the time Owner accepts the Facilities. Acceptance of the Facilities shall occur when all construction, testing, restoration, and start-up is complete in accordance with the Owner's standards.

- 2) Facilities. The Facilities shall be strictly limited to the sanitary sewer force main and appurtenances (air release valves) in the right of way or dedicated utility easements (defined as beginning at and extending from five foot outside of the valve vault located on the Pimlico Pointe Property and extending approximately 4,800 feet west to Butler County's discharge manhole near the intersection of Tylersville Road and Pepper Pike as illustrated on Exhibit B). Facilities shall exclude all other sanitary improvements located on the Pimlico Pointe Property including, but not limited to, gravity sewers, pump station and ancillary equipment, buried vaults, tanks, wet wells, odor control equipment, valves, cleaning apparatus (pigging station), and manholes. Construction, operation, and maintenance of these excluded improvements shall be the sole responsibility of the Operator.
- 3) Right of Way Permits. Operator shall be solely responsible for obtaining separate Right-of-Way Permits from the Warren County Engineer's Office (and the Butler County Engineer's Office where applicable) for the Facilities Area prior to beginning construction of the Facilities in the public right of way. The Right of way Permit issued by the Warren County Engineer, by its terms, shall be assignable to Owner. The Owner shall collaborate and assist the Operator with the permitting process and shall, if required by the permitting authority, serve as the applicant for the Right of Way permit.
- 4) Odor Control & Mitigation. Owner shall not be responsible for mitigation measures to control or minimize odors generated from the Facilities or from sanitary sewer improvements constructed by the Operator to serve the Pimlico Pointe Property. If odor complaints become problematic, the Owner shall notify the Operator and the Operator shall, within 90 days, install a chemical feed equipment to mitigate the odors. All costs of installation and operation shall be borne by the Operator.
- 5) Maintenance Obligation. Operator and its successors and assigns shall be solely responsible, at their sole cost, for maintaining the Facilities in a reasonable manner, and in compliance with all federal, state and local laws including without limitation applicable environmental regulations. Operator shall maintain the ground elevation as level as reasonably possible and restore by seeding and strawing after any earth disturbing activities are complete to the satisfaction of the County Engineer's Office in Warren and Butler Counties, not allow any waste to accumulate, and keep the Facilities Area free from noxious weeds. In the event that Operator does not act as necessary, Owner has the right to do any necessary maintenance work and bill Operator for the cost.
- 6) Emergency Repairs. When contacted the Operator shall immediately respond by mobilizing personnel, equipment, and materials to perform emergency repairs on the Facilities should the facilities fail or be damaged. Operator shall, at all times, provide Owner with contact information of individuals that are available at any hour to address emergencies. In the event that Operator fails to respond immediately to an emergency, the Owner has the option to respond and complete any

- 12) Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.
- 10) Severability. If any provision of this Agreement is determined to be void and unenforceable by any court of competent jurisdiction, that determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- 11) Interpretation, Disputes and Litigation. This Agreement is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules. Interpretations and disputes of any kind relating to the license and the terms and conditions of this Agreement shall be brought in or removed to the Warren County, Ohio, Court of Common Pleas exclusively, unless the Parties mutually agree in writing to mediation to occur in Warren County, Ohio. Operator irrevocably agrees no claim or cause of action of any kind shall be brought in any other state or federal court and should Operator or its successors and assigns breach the conditions of this provision then Operator or its successors and assigns shall pay all court costs and reasonable attorney fees incurred by Owner to remove such litigation to the Warren County, Ohio Court of Common Pleas.
- 12) Cooperation. The Parties intend to cooperate with each other to carry out this Agreement. Each Party agrees to execute and deliver such additional documents, including estoppels, and take such action as may be reasonably necessary to carry out the purpose of the Agreement.
- 13) Exhibits. Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part hereof.
- 14) Recordation. Operator shall reimburse Owner for the recordation fee to record this Agreement. Upon termination of the Agreement, Operator shall reimburse Owner for the recordation fee to record notice of termination of the Agreement.
- 15) Recitals. The Recitals are an integral part of this Agreement.

[the remainder of this page is blank – signature pages only to follow]

16) Execution by Operator:

IN EXECUTION WHEREOF, Pimlico Pointe, LLC, the Operator herein, has caused this Agreement to be executed by Harold R. Silverman, its duly authorized Manager, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorizes it's representative to execute this Agreement.

SIGNATURE: Harold R. Silverman
NAME: Harold R. Silverman
TITLE: Manager
DATE: 11/21/22

STATE OF Ohio, COUNTY OF Hamilton, ss:

BE IT REMEMBERED, that on the 21st day of November, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Harold R. Silverman, whose title is Manager, of **Pimlico Pointe, LLC**, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of foregoing Agreement is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated therein. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to the notarial act.



RACHEL SILVERMAN
Notary Public, State of Ohio
My Commission Expires 10-23-2023

Notary Public: Rachel Silverman
My Commission Expires: 10-23-2023

[the remainder of this page is blank – signature page only to follow]

17) Execution by Owner:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Agreement to be executed, by _____, its President or Vice-President, on the date stated below, per Resolution No. _____, dated _____.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this _____ day of _____, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be _____, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to the notarial act.

[seal]

Notary Public: _____

My Commission Expires: _____

Prepared by: Carey K. Steffen, Esq., Aronoff Rosen & Hunt, LPA, 425 Walnut St., Suite 2200, Cincinnati, OH 45202

Approved as to form by:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: _____
Bruce A. McGary, Assistant Prosecutor
Date: _____



A Abercromble
& Associates, Inc.
Civil Engineering + Surveying

APRIL 14, 2020

**LEGAL DESCRIPTION
PARCEL "A"
9.8519 ACRES**

SITUATE IN SECTION 6, TOWN 3, RANGE 2, PART BEING IN THE CITY OF MASON AND PART BEING IN DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO AND BEING PART OF LOTS 20 THRU 23 OF FIRST ADDITION TO COLONIAL ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 5, PAGE 83 OF THE WARREN COUNTY, OHIO RECORDS AND ADJACENT UNPLATTED ACREAGE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 1/4" IRON PIN AND CAP (#7862) AT THE SOUTHWEST CORNER OF ROSEMONT SOUTH SUBDIVISION, AS RECORDED IN PLAT BOOK 71, PAGES 65 AND 66 OF THE WARREN COUNTY, OHIO RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID ROSEMONT SOUTH SUBDIVISION, SOUTH 89°27'32" EAST, 588.53 FEET TO A SET 1/4" IRON PIN AND CAP (#7862); THENCE LEAVING THE SOUTHERLY LINE OF SAID ROSEMONT SOUTH SUBDIVISION, ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES, SOUTH 05°02'35" WEST, 451.72 FEET TO A SET 1/4" IRON PIN AND CAP (#7862) AND SOUTH 00°24'33" WEST, 261.28 FEET TO A SET 1/4" IRON PIN AND CAP (#7862) IN THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD; THENCE ALONG THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD, NORTH 89°24'10" WEST, 655.54 FEET TO AN EXISTING IRON PIN AND CAP AT THE SOUTHEAST CORNER OF LOT 24 OF COLONIAL ACRES REPLAT AT RECORDED IN PLAT BOOK 59, PAGES 40 AND 41 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD, ALONG THE EASTERLY LINE OF SAID LOT 24, NORTH 00°24'34" EAST, 155.86 FEET TO AN EXISTING 1/4" IRON PIN AT THE SOUTHWEST CORNER OF THE 0.4665 ACRES AS CONVEYED TO WEST MASON CHURCH OF CHRIST OF MASON, OHIO IN DOCUMENT NUMBER 2018-033375 OF THE WARREN COUNTY, OHIO RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID WEST MASON CHURCH OF CHRIST TRACT, SOUTH 89°32'24" EAST, 60.00 FEET TO AN EXISTING IRON PIN AND CAP AT THE SOUTHEAST CORNER OF SAID WEST

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EXHIBIT
A
Page 2 of 2

MASON CHURCH OF CHRIST TRACT; THENCE ALONG THE EASTERLY LINE OF SAID WEST MASON CHURCH OF CHRIST TRACT, NORTH 04°53'19" EAST, 339.84 FEET TO A SET 3/4" IRON PIN AND CAP (#7862) AT THE NORTHEAST CORNER OF SAID WEST MASON CHURCH OF CHRIST TRACT, BEING THE SOUTHEAST CORNER OF ROSEMONT WEST SUBDIVISION AS RECORDED IN PLAT BOOK 77, PAGES 79 AND 80 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING SAID WEST MASON CHURCH OF CHRIST TRACT, ALONG THE EASTERLY LINE OF SAID ROSEMONT WEST SUBDIVISION, NORTH 04°53'54" EAST, 216.79 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 9.8513 ACRES OF LAND (7.7829 ACRES DEERFIELD TOWNSHIP), (2.0684 ACRES CITY OF MASON) 1.2917 ACRES BEING PLATTED AS PART OF LOTS 20 THRU 23 OF FIRST ADDITION TO COLONIAL ACRES SUBDIVISION (PT. LOT 20-0.2148 ACRES, PT. LOT 21-0.3584 ACRES, PT. LOT 22-0.3590 ACRES, PT. LOT 23-0.3595 ACRES) AND 8.5596 ACRES UNPLATTED LAND, BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO EXISTING TYLER STATION, SECTION 1 AS RECORDED IN PLAT BOOK 25, PAGES 41 AND 42 OF THE WARREN COUNTY, OHIO RECORDS.

THE ABOVE DESCRIBED REAL ESTATE IS 9.8513 ACRES BEING PART OF THE 107.98 ACRES AS CONVEYED TO CHARLIE & BONNIE LAWSON IN DEED BOOK 352, PAGE 188 OF THE WARREN COUNTY, OHIO RECORDS, BEING THE RESULT OF A SURVEY AND PLAT DATED 09/09/20 MADE BY STEPHEN L CAHILL, PLS OF ABERCROMBIE & ASSOCIATES, INC, OHIO REGISTERED SURVEYOR #7862. THE SURVEY PLAT OF WHICH IS FILED IN VOLUME 151, PLAT NUMBER 83, WHICH IS FILED IN THE WARREN COUNTY ENGINEER'S RECORD OF LAND SURVEYS.

Old 15-06-388-002 7.9182 ac (7.135 ac in Twp & 0.7838 ac in Corp)
Old 15-06-352-040 Pt. Lot 20 0.215 ac R.
Old 15-06-352-011 Pt. Lot 21 0.361 ac R.
Old 15-06-352-012 Pt. Lot 22 0.361 ac R.
Old 15-06-352-013 Pt. Lot 23 0.362 ac R.
New 15-06-588-003 9.8513 ac. Total
*(7.7829 ac in Deerfield Twp, 2.0684 ac in Corp.
and 0.2148 ac. Pt. Lot 20, 0.3584 ac Pt. 21,
0.3590 ac. Pt. Lot 22, 0.3595 ac. Pt. Lot 23
and 8.5596 ac. unplatted lands)



No Rem

APPROVED
WARREN CO. MAP DEPT.

4-14-2020

DATE Nov 4, 2022

BY [Signature]

FILE:03-0326.LD19-9.8513AC



**Abercrombie
& Associates, Inc.**

Civil Engineering + Surveying

APRIL 14, 2020

15-06-388-001

LEGAL DESCRIPTION
PARCEL "B"
17.5881 ACRES



SITUATE IN SECTION 6, TOWN 3, RANGE 2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET $\frac{5}{8}$ " SET IRON PIN AND CAP (#7862) AT THE SOUTHWEST CORNER OF ROSEMONT SOUTH SUBDIVISION, AS RECORDED IN PLAT BOOK 71, PAGES 65 AND 66 OF THE WARREN COUNTY, OHIO RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID ROSEMONT SOUTH SUBDIVISION, SOUTH 89°27'32" EAST, 588.53 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID ROSEMONT SOUTH SUBDIVISION, SOUTH 89°27'32" EAST, 915.53 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) IN THE WESTERLY RIGHT OF WAY OF SUNNY DRIVE; THENCE LEAVING THE SOUTHERLY LINE OF SAID ROSEMONT SOUTH SUBDIVISION, ALONG THE WESTERLY RIGHT OF WAY OF SUNNY DRIVE, THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 05°05'09" WEST, 37.96 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862); THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 265.00 FEET, A DISTANCE OF 22.98 FEET; THE CHORD OF SAID CURVE BEARS, SOUTH 02°36'06" WEST, 22.97 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862); THENCE SOUTH 00°07'03" WEST, 14.82 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862); THENCE ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A DISTANCE OF 54.98 FEET, THE CHORD OF SAID CURVE BEARS, SOUTH 45°07'03" WEST, 49.50 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) AT THE NORTHWEST TERMINUS OF THORNBERRY COURT; THENCE ALONG THE WESTERLY TERMINUS OF THORNBERRY COURT, SOUTH 00°07'03" WEST, 42.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) AT THE SOUTHWEST TERMINUS OF THORNBERRY COURT; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF THORNBERRY COURT, SOUTH 89°52'57" EAST, 231.79 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862); THENCE CONTINUING ALONG THE RIGHT OF WAY OF THORNBERRY COURT, ALONG THE WESTERLY LINE OF GREENBRIER COMMERCIAL P.U.D.-REPLAT AS RECORDED IN PLAT BOOK 74, PAGES 42 AND 43 OF THE WARREN COUNTY, OHIO RECORDS AND THE WESTERLY LINE OF UNIVERSITY POINTE

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DENTAL OFFICE CONDOMINIUMS AS RECORDED IN PLAT BOOK 81, PAGES 65 AND 66 OF THE WARREN COUNTY, OHIO RECORDS, SOUTH 05°05'09" WEST, 560.68 FEET TO A SET 3/8" IRON PIN AND CAP (#7862) IN THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD; THENCE LEAVING THE WESTERLY LINE OF SAID UNIVERSITY POINTE DENTAL OFFICE CONDOMINIUMS, ALONG THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD, THE FOLLOWING FOUR COURSES AND DISTANCES, SOUTH 88°00'23" WEST, 389.45 FEET TO A SET 3/8" IRON PIN AND CAP (#7862); THENCE NORTH 86°02'11" WEST, 425.73 FEET TO A SET 3/8" IRON PIN AND CAP (#7862); THENCE SOUTH 81°08'05" WEST, 60.83 FEET TO A SET 3/8" IRON PIN AND CAP (#7862) AND NORTH 89°24'10" WEST, 225.53 FEET TO A SET 3/8" IRON PIN AND CAP (#7862); THENCE LEAVING THE NORTHERLY RIGHT OF WAY OF TYLERSVILLE ROAD, ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES, NORTH 00°24'33" EAST, 261.28 FEET TO A SET 3/8" IRON PIN AND CAP (#7862) AND NORTH 05°02'35" EAST, 451.72 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 17.5881 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

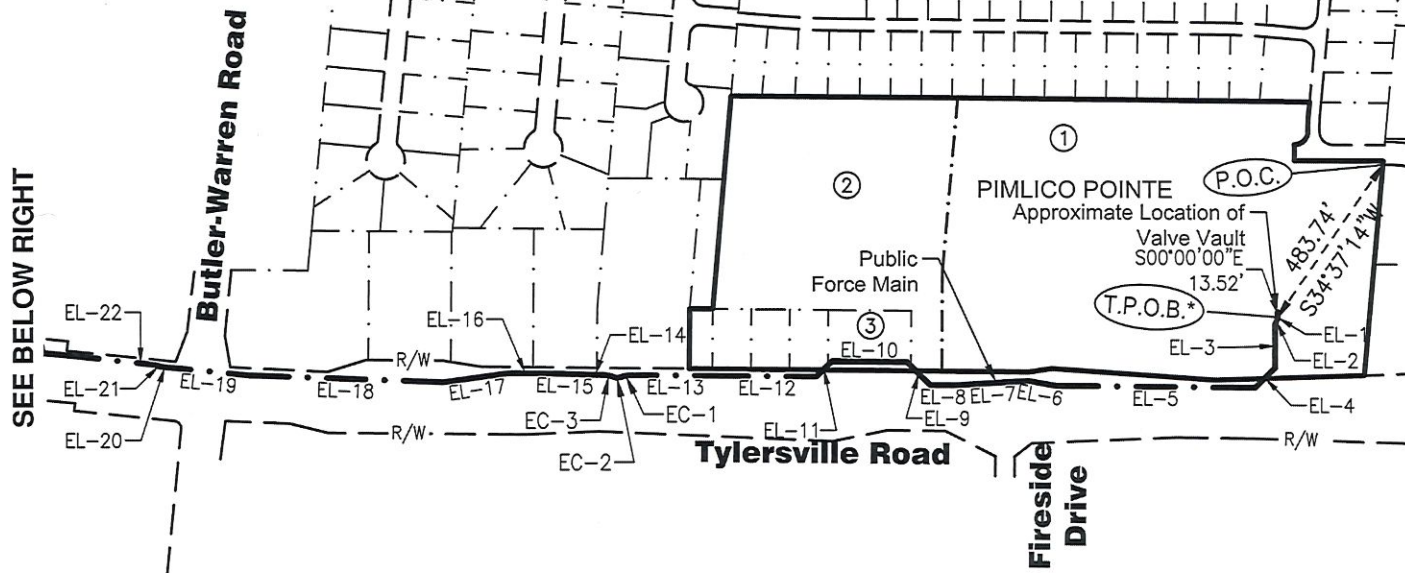
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THE ABOVE DESCRIBED REAL ESTATE IS 17.5881 ACRES BEING PART OF THE 107.98 ACRES AS CONVEYED TO CHARLIE & BONNIE LAWSON IN DEED BOOK 352, PAGE 188 OF THE WARREN COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 03/09/20 MADE BY STEPHEN L. CAHILL, PLS OF ABERCROMBIE & ASSOCIATES, INC, OHIO REGISTERED SURVEYOR #7862. THE SURVEY PLAT OF WHICH IS FILED IN VOLUME 151, PLAT NUMBER 83, WHICH IS FILED IN THE WARREN COUNTY ENGINEER'S RECORD OF LAND SURVEYS.



FILE:03-0326.LD20-17.5881AC

Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.



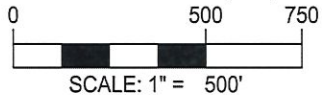
*T.P.O.B. IS APPROX. 5' OUTSIDE OF VALVE VAULT

SEE BELOW RIGHT

SEE ABOVE LEFT

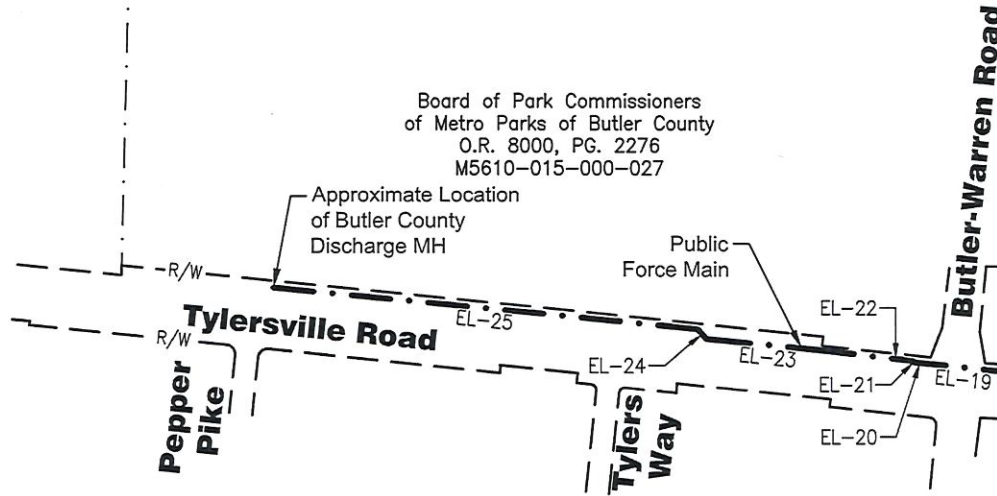


Basis of Bearing:
State Plane NAD83 (2011)



Board of Park Commissioners
of Metro Parks of Butler County
O.R. 8000, PG. 2276
M5610-015-000-027

Approximate Location
of Butler County
Discharge MH



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PIMLICO POINT
SECTION 12, TOWN 3, RANGE 2 BTM
WEST CHESTER TOWNSHIP
BUTLER COUNTY, OHIO
SECTION 6, TOWN 3, RANGE 2 BTM
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO
FORCE MAIN EXHIBIT

Drawing:	20-0127 EX FM
Scale:	1"=500'
Drawn by:	j.o.l.
Checked By:	
Issue Date:	11-30-22

Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

**FORCE MAIN
ALIGNMENT TABLE**

Line	Direction	Distance
EL-1	S00°00'00"E	1.65'
EL-2	S22°30'00"W	17.87'
EL-3	S00°00'00"E	113.99'
EL-4	S45°00'00"W	73.80'
EL-5	N89°37'54"W	517.06'
EL-6	N79°50'36"W	73.80'
EL-7	S86°30'17"W	186.23'
EL-8	N89°37'54"W	69.33'
EL-9	N44°37'54"W	84.75'
EL-10	N89°24'09"W	195.39'
EL-11	S45°31'08"W	57.08'
EL-12	N89°28'52"W	253.95'
EL-13	N89°28'52"W	221.29'

**FORCE MAIN
ALIGNMENT TABLE**

Line	Direction	Distance
EL-14	N89°28'52"W	32.62'
EL-15	N88°07'15"W	122.02'
EL-16	N89°58'18"W	86.81'
EL-17	S82°04'09"W	170.53'
EL-18	N87°48'55"W	505.97'
EL-19	N84°13'02"W	205.84'
EL-20	N84°13'02"W	28.66'
EL-21	N39°13'02"W	4.23'
EL-22	N83°44'09"W	212.73'
EL-23	N84°23'45"W	329.61'
EL-24	N39°23'45"W	33.29'
EL-25	N84°23'45"W	1107.58'

FORCE MAIN CURVE TABLE

Curve	Delta	Radius	Length	Chord
EC-1	21°44'52"	100.00'	37.96'	S79°38'42"W 37.73'
EC-2	43°29'44"	11.16'	8.47'	N89°28'52"W 8.27'
EC-3	21°44'52"	100.00'	37.96'	N78°36'26"W 37.73'

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D.N. 2021-006861
(1/2 INTEREST)
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WARREN COUNTY, OHIO
FORCE MAIN EXHIBIT

Drawing: 20-0127 EX FM
Scale: 1"=500'
Drawn by: j.o.l.
Checked By:
Issue Date: 11-30-22