



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

**406 Justice Drive, Lebanon, Ohio 45036**

**[www.co.warren.oh.us](http://www.co.warren.oh.us)**

**[commissioners@co.warren.oh.us](mailto:commissioners@co.warren.oh.us)**

*Telephone (513) 695-1250*

*Facsimile (513) 695-2054*

**TOM GROSSMANN**

**SHANNON JONES**

**DAVID G. YOUNG**

**GENERAL SESSION AGENDA**

***February 7, 2023***

- #1**                      ***Clerk — General***
- #2**      **9:00**              ***Executive Session — Discuss County Security Arrangements with County Auditor, IT Director, and Telecommunications Director Pursuant to Ohio Revised Code Section 121.22 (G)(6)***
- #3**      **9:15**              ***Executive Session — Personnel Matter Relative to Discipline within the Water and Sewer Department***
- #4**      **9:30**              ***Executive Session — Acquisition of Property***

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

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 7<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

/tao

cc: Commissioners' file

**REQUISITIONS**

Department	Vendor Name	Description	Amount
WAT	SOUTHEASTERN EQUIPMENT CO INC	WAT KM INT'L 2 TON ASPHALT HOT	\$ 37,665.00
WAT	DEERE & COMPANY	WAT (2) JOHN DEERE Z970R ZTRAK	\$ 20,484.80
TEL	ERGOFLEX SYSTEMS INC	TEL XYBIX -MONITOR MOUNTS AND	\$ 1,998.57
WAT	ZIMMER TRACTOR INC	SEW KUBOTA MX5400HST UTILITY T	\$ 48,308.14

**PO CHANGE ORDERS**

Department	Vendor Name	Description	Amount
TEL	CDW LLC	DISPATCH MONITOR UPGRADE PROJECT	\$ 27,960.05 CHANGE OBJECT CODE TO 5320

2/7/2023 APPROVED:

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Tiffany Zindel, County Administrator



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

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

**MINUTES: Regular Session – January 31, 2023**

*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 January 24, 2023, meeting.

Shannon Jones – present

Tom Grossmann – present

David G. Young – present

Tina Osborne, Clerk – present

Minutes of the January 24, 2023, meeting were read and approved.

- 23-0118      A resolution was adopted to hire Susan Lucas as an Ongoing Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0119      A resolution was adopted to hire Jessica Bussell as Ongoing Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 23-0120      A resolution was adopted to accept resignation of Morgan Lowing, Ongoing Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, effective February 3, 2023. Vote: Unanimous
- 23-0121      A resolution was adopted to authorize the posting of the “Administrative Clerk” position within the Warren County Department of Job and Family Services, Children Services Division, in accordance with Warren County Personnel Policy Manual, Section 2.02(A). Vote: Unanimous
- 23-0122      A resolution was adopted to approve a pay increase for Kim Adams within the Warren County Department of Emergency Services. Vote: Unanimous

MINUTES  
JANUARY 31, 2023  
PAGE 2

- 23-0123 A resolution was adopted to approve pay supplement for training, instruction, and certification for water distribution license training and commercial driving license training within the Water and Sewer Department. Vote: Unanimous
- 23-0124 A resolution was adopted to enter into lease agreement with Warren County Career Center. Vote: Unanimous
- 23-0125 A resolution was adopted to approve Notice of Intent to award bid to W.E. Smith Construction for the 2023 Small Bridges Replacement Project. Vote: Unanimous
- 23-0126 A resolution was adopted to approve Amendment No. 3 to the engineering contract with Stantec Consulting Services Inc. on behalf of the Warren County Engineer's Office. Vote: Unanimous
- 23-0127 A resolution was adopted to authorize reimbursement to CFPN Ohio, LLC for private construction of the oversized water main along Encore Drive in Turtlecreek Township as part of the Core 5 Encore Logistics Center, within Warren County Water District. Vote: Unanimous
- 23-0128 A resolution was adopted to approve Change Order No. 1 to the contract with Installed Building Products LLC (DBA Overhead Door Company of Greater Cincinnati) for the Lower Little Miami Wastewater Treatment Plant Overhead Door Replacement Project, Purchase Order No. 22002593. Vote: Unanimous
- 23-0129 A resolution was adopted to approve Change Order No. 1 to the contract with Moody's of Dayton, Inc. for the construction of the 2022 Well Redevelopment Project, Purchase Order No. 22002154. Vote: Unanimous
- 23-0130 A resolution was adopted to approve Change Order No. 1 to the contract with Larry Smith Inc. for the Columbia Road Watermain Improvements Phase 2 Project, Purchase Order No. 22001753. Vote: Unanimous
- 23-0131 A resolution was adopted to approve and authorize the President of the Board to enter into a Crop Rental Agreement with DanProeFam, LLC relative to the Union Road Property. Vote: Unanimous
- 23-0132 A resolution was adopted to authorize the President of the Board to sign agreement for psychological services with Birkley Consulting on behalf of Warren County Department of Emergency Services. Vote: Unanimous
- 23-0133 A resolution was adopted to authorize the authorization of work with Optum from Optum RX for data submission to Cedargate. Vote: Unanimous
- 23-0134 A resolution was adopted to acknowledge payment of bills. Vote: Unanimous
- 23-0135 A resolution was adopted to approve supplemental appropriation within Sheriff's Office Fund #6630. Vote: Unanimous

- 23-0136 A resolution was adopted to approve appropriation adjustments from Commissioners' General Fund #11011110 into Telecommunications Fund #11012810. Vote: Unanimous
- 23-0137 A resolution was adopted to approve appropriation adjustments from Telecommunications Department Fund #11012810 into #11012812. Vote: Unanimous
- 23-0138 A resolution was adopted to approve appropriation adjustment within Economic Development Fund #11011116. Vote: Unanimous
- 23-0139 A resolution was adopted to approve appropriation adjustments within Clerk of Courts Title Fund #2250. Vote: Unanimous
- 23-0140 A resolution was adopted to approve appropriation adjustment within Children Services Fund #2273. Vote: Unanimous
- 23-0141 A resolution was adopted to approve requisitions and authorize County Administrator to sign documents relative thereto. Vote: Unanimous
- 23-0142 A resolution was adopted to authorize the Fifth Amendment to the Warren County Water Area Contract with the City of Cincinnati. Vote: Unanimous
- 23-0143 A resolution was adopted to authorize application for funding through Local Assistance and Tribal Consistency Fund relative to American Rescue Plan Act Revenue Sharing. Vote: Mrs. Jones – yea, Mr. Young – nay, Mr. Grossmann - yea

#### DISCUSSIONS

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

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Chris Brausch, Sanitary Engineer, was present for a work session to discuss the fifth proposed amendment to the contract with Greater Cincinnati Waterworks (GCWW).

Mr. Brausch presented the background information relative to the 1995 water agreement with GCWW.

Mr. Brausch stated that two parcels within Union Township would like to obtain public water service, but their property is not accessible to existing Warren County lines. He stated that the properties are adjacent to the GCWW line that provides service to the City of Mason, and they are requesting the Board release their property for service by Cincinnati. He then stated that the

proposed amendment would release these parcels from the Warren County water service area and that the City of Mason has “signed off” on the proposed amendment.

Commissioner Young questioned if GCWW is actively pursuing Warren County customers for services.

Mr. Brausch stated that they are not as these parcels are located on Cox-Smith Road and are adjacent to transmission lines providing water services to the City of Mason.

There was discussion relative to the City of Mason requiring a pre-annexation agreement and having the authority to determine which customers are served by GCWW even with an existing water service agreement in place between Warren County and GCWW.

There was much discussion relative to Commissioner Young’s concern of our water agreement with GCWW vs. the City of Mason’s water agreement and Mason’s agreement being allowed to have more weight than ours as it related to the pre-annexation agreement prior to obtaining water services from GCWW.

Commissioner Grossmann provided background information relative to the City of Mason’s water service agreement with GCWW.

Mr. Brausch informed the Board that negotiations will begin soon relative to the renewal of this agreement with GCWW as the existing agreement expires in 2025.

Commissioner Young stated his desire for Mason’s approval requirement to be addressed in the upcoming negotiations.

Bruce McGary, Assistant Prosecutor, explained that the Mason approval requirement is not in Warren County’s agreement but rather a requirement of the agreement between Mason and GCWW and he doubts that will change.

Commissioner Jones questioned Mr. McGary relative to any statutes that could address the legality of Mason’s requirements of a pre-annexation agreement.

Mr. McGary stated that a municipality is considered “home-rule” and has the ability to create their own laws.

Upon further discussion, the Board resolved (Resolution #23-0142) to approve the fifth amendment to the water services agreement with the City of Cincinnati.

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The Board reviewed with Mr. Brausch two items to be addressed in the upcoming renegotiations with the City of Cincinnati relative to water services as follows:

1. Pre-annexation provision
2. Rates being charged to customers outside of the City of Mason

Barney Wright, Warren County Treasurer, was present for a meeting of the Investment Advisory Board.

Mr. Wright presented the attached Warren County Investment Strategy Update providing information on:

1. Economic update
  2. Year in review
  3. Fastest Rate Hiking Cycle
  4. Earnings and Rents driving inflation
  5. US Treasury Yield Curves
  6. Portfolio Review
- 

Candace Miller, Commissioners' Aide and Economic Development Specialist, informed the Board of a request for a letter of support relative to a funding request to research the viability of Amtrak within Ohio.

Upon discussion, the Board stated they are not interested in providing a support letter.

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Tiffany Zindel, County Administrator, provided additional information the Board requested relative to an additional \$100,000 in revenue replacement funds made possible through Local Assistance and Tribal Consistency Fund relative to American Rescue Plan Act Revenue Sharing.

Commissioner Young stated his previous concerns relative to inflation and the increase in the national debt and confirmed his previous desire to not apply for the funds.

Commissioner Grossmann questioned if the funds would allow any change in how we tax our residents.

Mrs. Zindel stated that there would be no change in how the residents are taxed based upon receipt of these funds. She then stated that these funds would increase the maximum amount of revenue replacement from \$10 million to \$10,100,000.

There was discussion relative to Warren County taxpayers repaying the debt associated with these additional funds regardless of the Boards' acceptance.



Upon further discussion, the Board resolved (Resolution #23-0143) to authorize the application for funding through Local Assistance and Tribal Consistency Fund relative to American Rescue Plan Act Revenue Sharing with Commissioner Young voting nay.

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There was discussion relative to the waiving of fees relative to zoning permits and applications for nonprofit organizations.

Upon discussion, the Board stated their desire for staff to research the matter and provide a recommendation of policy for the Board's consideration.

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Commissioner Jones shared with the Board that after attending an evening meeting, one of the building custodians stated his appreciation for the changes to the health insurance plan for 2023 which eliminated the cost of certain preventative care mediations.

Commissioner Grossmann shared with the Board the many compliments he received relative to the room updates completed in the Commissioners' Meeting Room.

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Upon motion the meeting was adjourned.

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Shannon Jones, President

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David G. Young

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Tom Grossmann

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 January 31, 2023, in compliance with Section 121.22 O.R.C.

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



JANUARY 31, 2023

# Warren County Investment Strategy Update

PREPARED BY: JIM MCCOURT, CFA



**MEEDER**

PUBLIC FUNDS



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# ECONOMIC UPDATE

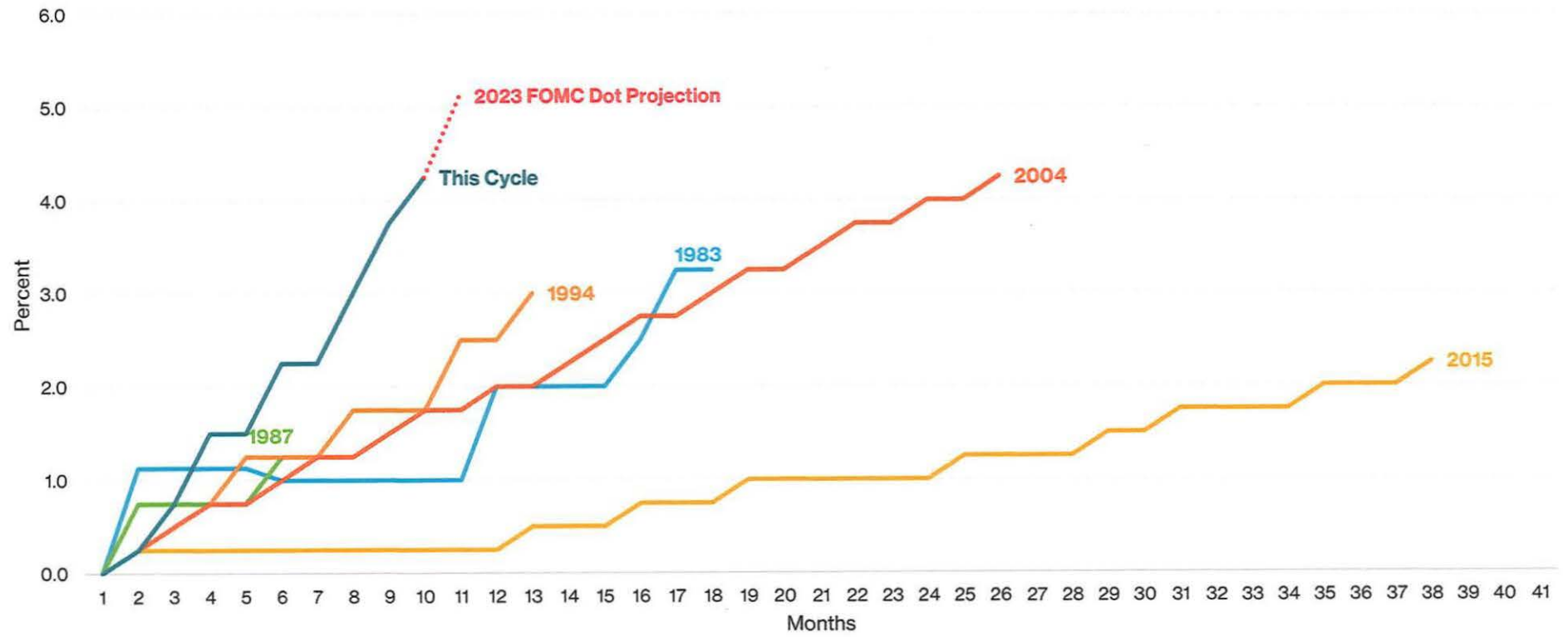
## Year In Review



<h3>Fed started down the path to aggressive tightening</h3> <p>Fed Funds rate went from 0-0.25% to 4.25-4.50% Included 4 extraordinary 0.75% hikes</p>		<p>Markets began the year pricing in a rate of <b>0.82%</b> for Fed Funds by year end 2022 The 2yr Treasury note yielded <b>0.73%</b> and ended the year at <b>4.42%</b> The 10yr Treasury note yielded <b>1.51%</b> in Dec 2021 and ended 2022 at <b>3.87%</b></p>	<p><b>Stock indices</b> endured one of the worst years in recent history The S&amp;P 500 was down 18.13% and the NASDAQ was down 32.51%</p>
<p>Russia invaded the nation of Ukraine, causing <b>market volatility</b> and concerns about energy and grain distribution Hastening a <b>push to de-globalization</b></p>	<p>The US officially passed 1 million <b>COVID deaths</b> early in the year</p>		<p><b>Bond markets</b> suffered the same fate Bloomberg Barclays Aggregate Index was down 13%</p>
<p>FTX declared bankruptcy after seeing a valuation of \$32bln in January, in what may be the <b>largest financial crime</b> since Bernie Madoff</p>	<p>The Omicron COVID variant begins to spread and causes many countries to take <b>restrictive steps</b></p>	<p>Will Smith smacks Chris Rock at the <b>Oscar's</b> award ceremonies</p>	<p>Elizabeth Holmes is <b>found guilty</b> of defrauding investors in Theranos</p>
<p>Bitcoin <b>dropped 64%</b></p>	<p>Elon Musk purchased <b>Twitter</b></p>	<p>Rishi Sunak <b>replaces</b> Liz Truss, who went down in history as the shortest sitting UK Prime Minister</p>	<p><b>Queen Elizabeth</b> of England passed away in September</p>

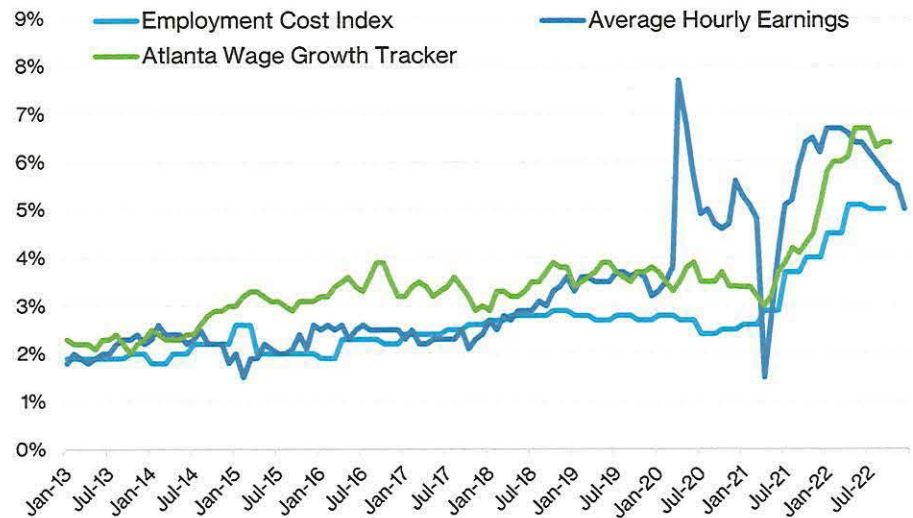
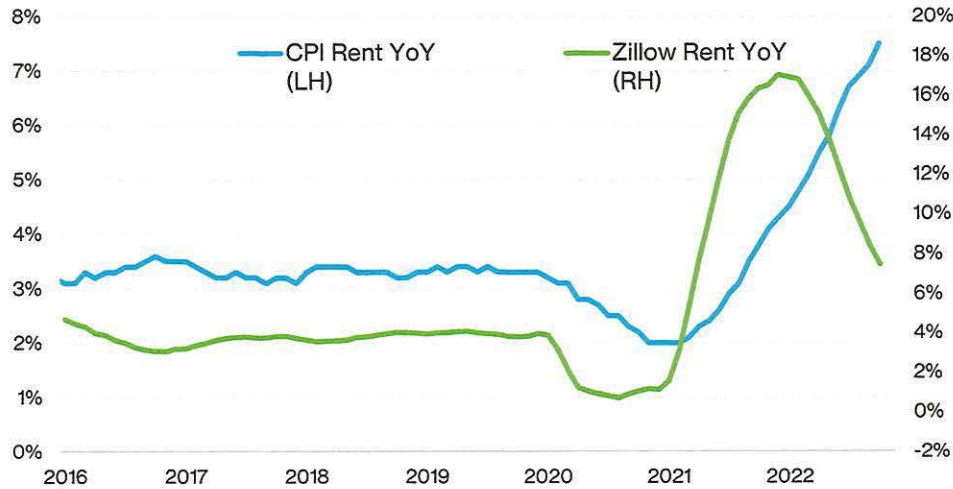
## Fastest Rate Hiking Cycle

The current hiking cycle has been faster than each of the cycles since 1983



SOURCE: BLOOMBERG

# Earnings and Rents Driving Inflation

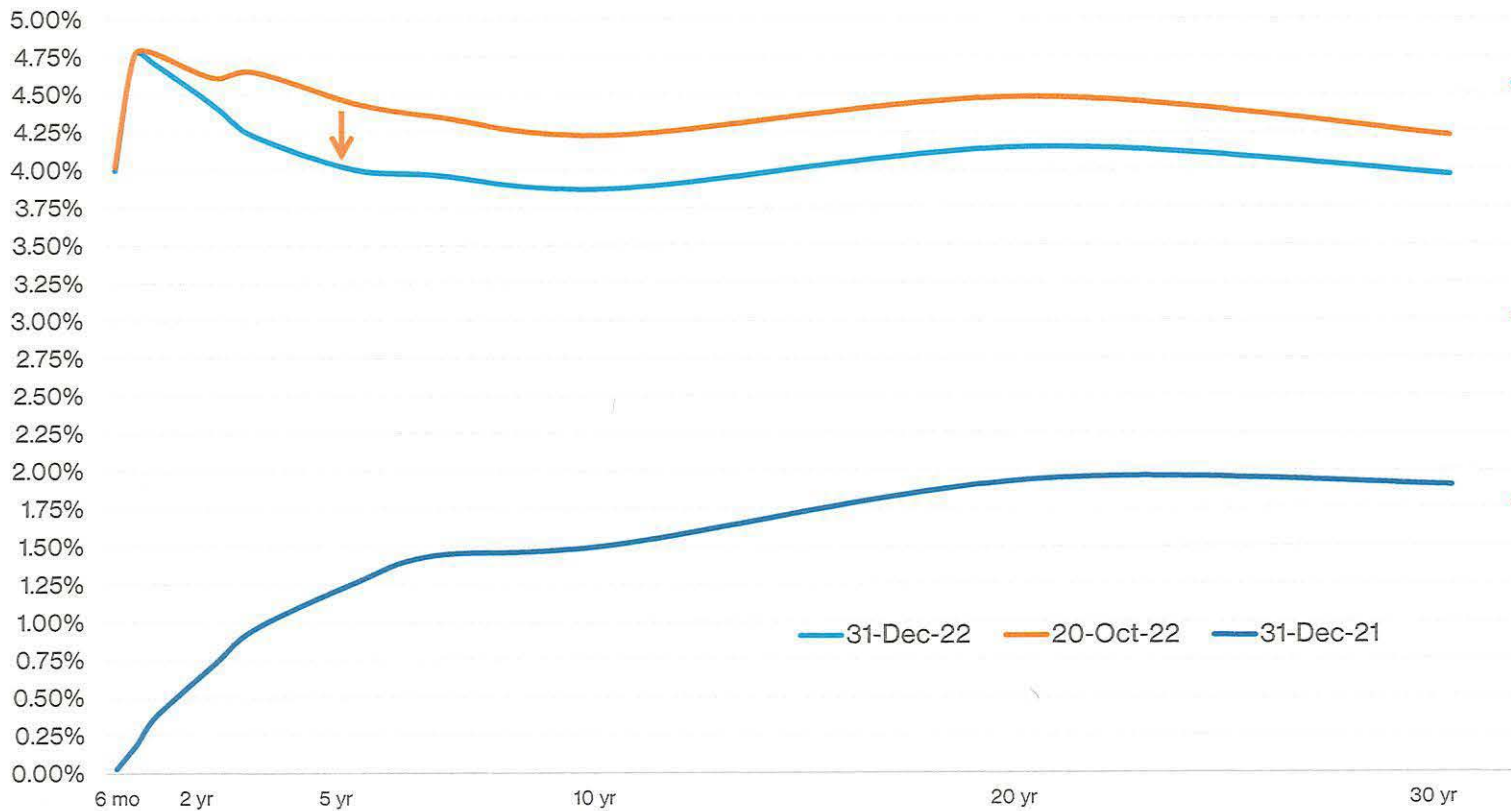


- Shelter, the service that a housing unit provides its occupants, is one of the largest parts of the Consumer Price Index (CPI) basket at 33% of CPI
- Methodology to calculate CPI Shelter historically lags homes price change by 4 quarters.
- Zillow’s measure of market rents – rents for new lease by a new tenant indicates CPI rent should fall over next year.

- A weaker labor market is a key goal for Fed – December SEP has unemployment rate rising from 3.7% to 4.6% by end of 2023
- Economists estimate wage growth of 2%-3.5% as being consistent with 2.00% inflation target.
- Multiple indicators point to wage growth having peaked

SOURCE: BLOOMBERG; ZILLOW DATA

## US Treasury Yield Curves



- Yield curve has continued to invert with 3-month yields far exceeding 10-year yields
- Yield curve reflects market expectations for economic growth and inflation
- Shape of the curve indicates heightened expectation for a recession

SOURCE: BLOOMBERG AS OF 12/31/2022



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# PORTFOLIO REVIEW



## Current Portfolio

Warren County Operating portfolio as of 12/31/2022

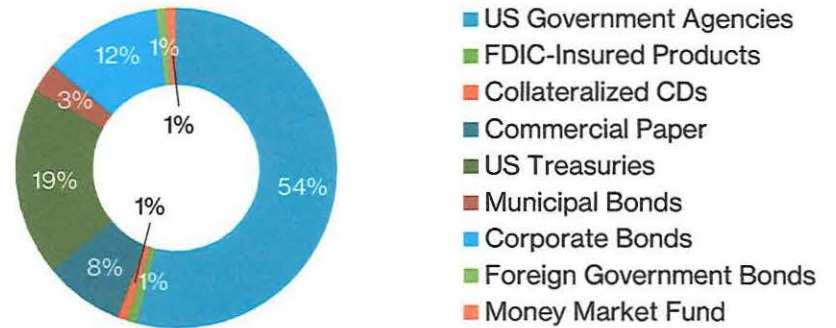
### Your Portfolio

Cash (STAR Ohio)	\$832,106
Securities Book Value	\$356,581,531
Total Portfolio	\$357,413,638

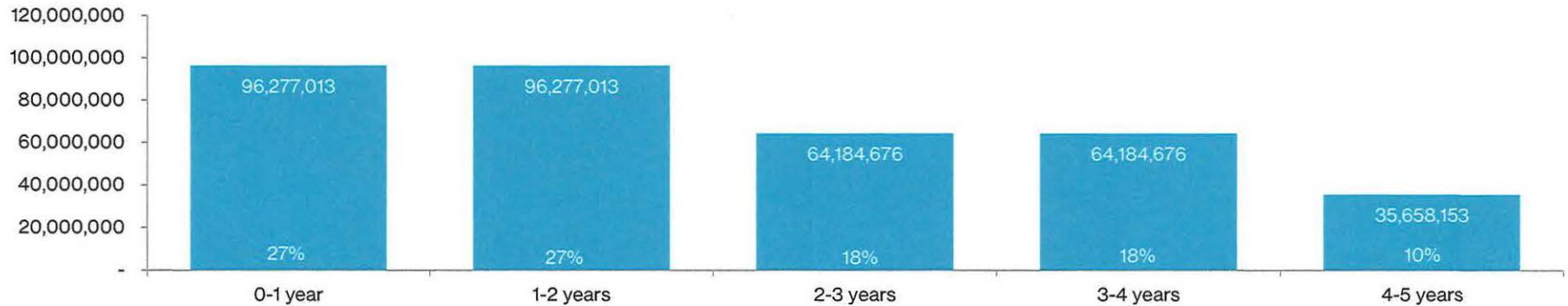
### Your Securities

Weighted Average Maturity	2.10 years
Weighted Average Yield	1.72%

### Your Asset Allocation



### Your Maturity Distribution



YIELD AND INTEREST INCOME INFORMATION IS ANNUALIZED. ALL YIELD INFORMATION IS SHOWN GROSS OF ANY ADVISORY AND CUSTODY FEES AND IS BASED ON YIELD TO MATURITY AT COST. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE RESULTS.

# Portfolio Review

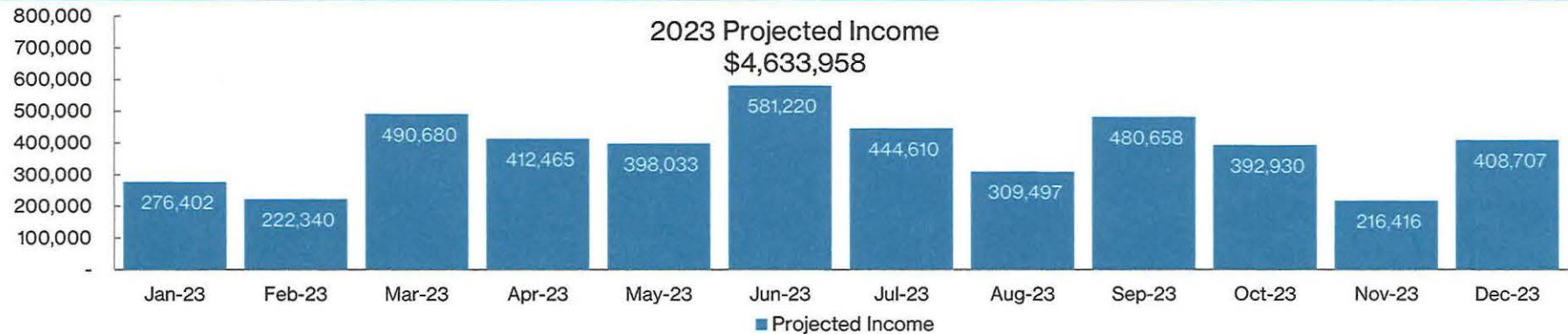
Warren County portfolio as of 12/31/2022



## 2022 INVESTMENT INCOME



## 2023 PROJECTED INVESTMENT INCOME



INTEREST INCOME REFLECTS INCOME RECEIVED ON SECURITIES HELD IN THE CUSTODY ACCOUNT AND DOES NOT INCLUDE INCOME RECEIVED ON CLIENT MANAGED ASSETS.

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**Meeder Investment  
Management**

6125 Memorial Drive  
Dublin, OH 43017  
866.633.3371



**MEEDER**

**PUBLIC FUNDS**

[MeederInvestment.com](http://MeederInvestment.com)

FOR INFORMATIONAL PURPOSES ONLY. SEE IMPORTANT DISCLOSURES AT THE END OF THE PRESENTATION.



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

\*NAME OF ATTENDEE: Tanya Sellers DEPARTMENT: Children Services

\*POSITION: Deputy Director DATE: 1/25/2023

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING      CONVENTION      ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION  
TRAINING MORE THAN 250 MILES

PURPOSE: PCSAO Executive Membership Meeting

LOCATION: 100 Green Meadows Dr S., Lewis Center, Ohio 43035

DATE(S): March 2-March 3

TYPE OF TRAVEL: (Check one)

AIRLINE      STAFF CAR      PRIVATE VEHICLE      OTHER

LODGING: \$125 plus tax

ESTIMATED COST OF TRIP: \$425 plus tax

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

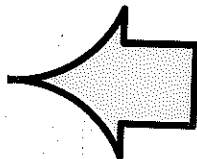
Tanya Sellers / Deputy Director      1/25/23  
Signature/Title      Date

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date

\_\_\_\_\_  
Commissioner      Date



\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:  
Shawna Jones



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\*NAME OF ATTENDEE: Melissa Bour DEPARTMENT: Emergency Services

\*POSITION: Director DATE: 1/30/23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING  CONVENTION  ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:  
Spring Conference for the Emergency Management Agency of Ohio

LOCATION:  
Columbus, Ohio

DATE(S): 4/5/23

TYPE OF TRAVEL: (Check one)

AIRLINE  STAFF CAR  PRIVATE VEHICLE  OTHER

LODGING:

ESTIMATED COST OF TRIP: \$100.00 Registration fee (\$50. each)

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Melissa Bour, Director 1/30/23  
Signature/Title Date

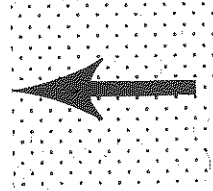
BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:  
Sydney Renner





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\*NAME OF ATTENDEE: Rick Spencer DEPARTMENT: Veterans

\*POSITION: Service Officer DATE: 2/1/23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING  CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:

Ohio Association Of County Veterans Service Officers Fall School Training

LOCATION:

Columbus Marriott Northwest 5605 Blazer Parkway Dublin Ohio 43017

DATE(S): Sept 12-15 2023

TYPE OF TRAVEL: (Check one)

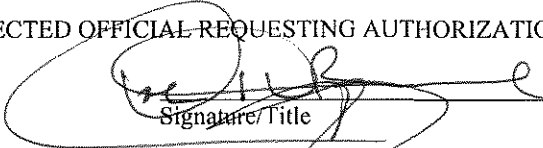
AIRLINE STAFF CAR PRIVATE VEHICLE  OTHER

LODGING: \$2,500 - Food \$2,200 - Milage \$1,100 - Registration \$500

ESTIMATED COST OF TRIP: Total \$6,300

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

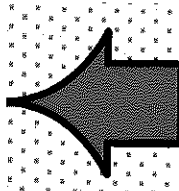
DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

 2-1-23  
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner Date  
\_\_\_\_\_  
Commissioner Date  
\_\_\_\_\_  
Commissioner Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:  
Service Officers - Robby Richardson, Justin Smith, Allen Carter, Bryan Young, Charles Martin





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\*NAME OF ATTENDEE: Rick Spencer DEPARTMENT: Veterans

\*POSITION: Service Officer DATE: 2/1/23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING  CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:

Ohio Association Of County Veterans Service Officers Summer Quarterly Training

LOCATION:

Columbus Marriott Northwest 5605 Blazer Parkway Dublin Ohio 43017

DATE(S): July 20-21 2023

TYPE OF TRAVEL: (Check one)

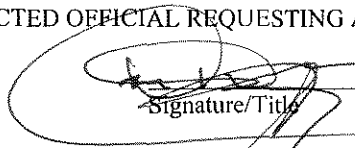
AIRLINE STAFF CAR PRIVATE VEHICLE  OTHER

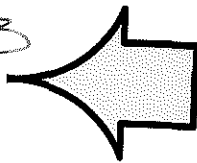
LODGING: \$1,000 - Food \$1,000 - Milage \$624 - Registration \$280

ESTIMATED COST OF TRIP: Total \$2,904

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

 2-1-23  
Signature/Title Date



BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:  
Service Officers - Robby Richardson, Justin Smith, Allen Carter, Bryan Young, Charles Martin

Debbie Kaufman





**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

\*NAME OF ATTENDEE: Rick Spencer DEPARTMENT: Veterans

\*POSITION: Service Officer DATE: 2/1/23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING  CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:

Ohio Association Of County Veterans Service Officers Spring School Training

LOCATION:

Columbus Marriott Northwest 5605 Blazer Parkway Dublin Ohio 43017

DATE(S): May 2-5 2023

TYPE OF TRAVEL: (Check one)


AIRLINE STAFF CAR PRIVATE VEHICLE  OTHER

LODGING: \$2,900 - Food \$2,500 - Milage \$1,330 - Registration \$600

ESTIMATED COST OF TRIP: Total \$7,330

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

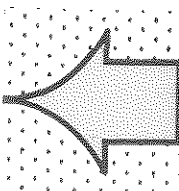
 2-7-23  
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date



\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:  
Service Officers - Debbie Kauffman, Robby Richardson, Justin Smith, Allen Carter, Bryan Young, Charles Martin



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,  
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

\*NAME OF ATTENDEE: Rick Spencer DEPARTMENT: Veterans

\*POSITION: Service Officer DATE: 2/1/23

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING  CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION   
TRAINING MORE THAN 250 MILES

PURPOSE:

Ohio Association Of County Veterans Service Officers Winter Quarterly Training

LOCATION:

Columbus Marriott Northwest 5605 Blazer Parkway Dublin Ohio 43017

DATE(S): March 2-3 2023

TYPE OF TRAVEL: (Check one)

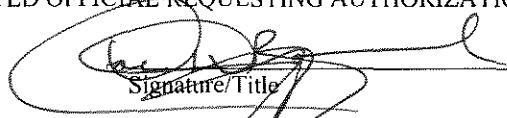
AIRLINE STAFF CAR PRIVATE VEHICLE  OTHER

LODGING: \$1,000 - Food \$1,000 - Milage \$624 - Registration \$280

ESTIMATED COST OF TRIP: Total \$2,904

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

 Signature/Title Date 2-1-23

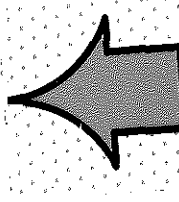
BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

\*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:  
Service Officers - Debbie Kauffman, Robby Richardson, Justin Smith, Bryan Young, Charles Martin



# Proclamation

*From the Office of the Board of County Commissioners  
Warren County, Ohio*

**HONOR CHAMBER45005  
ON THE OCCASION OF ITS 75<sup>TH</sup> ANNIVERSARY  
AND PROCLAIM FEBRUARY 23, 2023 AS  
“CHAMBER45005 DAY” IN WARREN COUNTY**

*WHEREAS, the chamber was founded in 1947 when the Franklin Rotary Club investigated the practicality of establishing a chamber of commerce within the City of Franklin, and was aided by the Dayton Chamber of Commerce; and*

*WHEREAS, the first chamber meeting attracted 114 people and had 67 charter members, with membership to date at approximately 200; and*

*WHEREAS, R.W. Rossman was the first Board President; and*

*WHEREAS, since 1957, the chamber has given awards annually highlighting outstanding citizens, businesses, leaders in education, young entrepreneurship and more; and*

*WHEREAS, the chamber filed for incorporation in 1971 as The Franklin Area Chamber of Commerce, and in 2022 began operating under the name Chamber45005 to better reflect its primary service area; and*

*WHEREAS, Chamber45005 offers members opportunities to make connections, be visible in their community and save money so they can continue to grow and thrive; and*

*NOW THEREFORE BE IT RESOLVED, by this Board of Warren County Commissioners, that February 23, 2023 be proclaimed as*

**“CHAMBER45005 DAY”**

*in Warren County and recognize the amazing work the chamber has done in the Franklin and Carlisle area. We wish them all the best as they continue to grow and have many more prosperous years!*

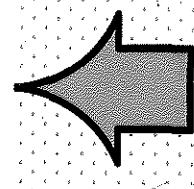
*IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of Warren County to be affixed at Lebanon this 7<sup>th</sup> day of February in the year of our Lord, Two Thousand Twenty-Three.*

**WARREN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
*Shannon Jones, President*

\_\_\_\_\_  
*David G. Young*

\_\_\_\_\_  
*Tom Grossmann*



**CONSENT AGENDA\***

*February 7, 2023*

1. *Approve the minutes of the January 31, 2023, Commissioners' Meeting.*

**PERSONNEL**

2. *Hire Jena Short and Ward Jones as Customer Advocate I within OhioMeansJobs Warren County*
3. *Accept resignation of Misty Treadway, Compliance Caseworker III, within Children Services*
4. *Approve pay increase for Lisa Benton, Compliance Supervisor, within Children Services*

**GENERAL**

5. *Approve 2023 payroll addendum for police protection with Kings School District on behalf of Sheriff's Office*
6. *Cancel February 9, 2023, regular Commissioners' Meeting.*
7. *Enter into contract with Ohio Department of Health relative to additional TB Funding on behalf of the Health Department*
8. *Approve addendum to online dog licensing system agreement with Fairfield Computer Services, LLC*
9. *Enter into temporary construction and permanent standard easement agreements with Kings Local School District relative to Columbia Road and King Ave Project for the County Engineer*
10. *Advertise for bids for the Corwin Booster Pump Station Improvements Project*
11. *Authorize partial release of retainage in the Building Crafts, Inc. escrow account for the RAR Water Softening Project*
12. *Enter into waterline easement agreement with Kings Island Park LLC for the Socialville Transmission Main – Contract 2 on behalf of the W/S Department*
13. *Declare various items as surplus and authorize disposal through internet auction*
14. *Acknowledge payment of bills*
15. *Approve performance bond release within Turning Leaf Section 7A and accept streets for public maintenance by Hamilton Township*
16. *Enter into performance bond agreement for The Woodlands at Morrow, Phase 3C*

**FINANCIAL**

17. *Approve supplemental appropriation into Common Pleas 2289*
18. *Approve appropriation adjustment from Commissioners 11011110 into Sheriff 11012200 for payout*
19. *Approve appropriation adjustments within Facilities 11011600, Engineer 2202, Juvenile Court 2247*

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

**CONSENT AGENDA\***

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14. *Acknowledge payment of bills*
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***\*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. Approve change of township boundary of Lebanon Township to make them, in part, identical to those of the City of Lebanon relative to the Type 1 annexation of 80.511 acres approved by this Board of September 27, 2022
2. Approve change of township boundary of Mason Township to make them, in part, identical to those of the City of Mason relative to the Type 1 annexation of 137.419 acres approved by this Board on November 8, 2022
3. Authorize County Administrator or Deputy County Administrator to sign all documents relative to the Opioid Litigation—National Settlements with CVS, Walgreens, Walmart, Teva and Allergen

APPROVE CHANGE OF TOWNSHIP BOUNDARIES OF LEBANON TOWNSHIP TO MAKE THEM, IN PART, IDENTICAL TO THOSE OF THE CITY OF LEBANON

WHEREAS, this Board of County Commissioners is in receipt of a petition by the City of Lebanon, Ohio to change the boundaries of Lebanon Township to make them identical, in part, with the boundaries of the City of Lebanon; and

WHEREAS, pursuant to Ohio Revised Code Section 503.07, the Board of County Commissioners, upon presentation of such petition, with the proceedings of the legislative authority authenticated, shall upon petition of a City change the boundaries of the township when the limits of such corporation include territory lying in more than one township; and

NOW THEREFORE BE IT RESOLVED, that the prayer of the City of Lebanon be granted for such changes in and extensions of the boundary lines of Lebanon Township as may be necessary so that it may include therein, those portions of Union Township, Warren County, Ohio, which has, by successive orders of the Warren County Board of Commissioners, been annexed to the City of Lebanon, said territory having been accepted by the City pursuant to ordinance number 2022-136 to make the boundary lines of Lebanon Township co-extensive with the corporate limits of the City of Lebanon; copy of petition 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 14<sup>th</sup> day of August 2018.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

/tao

- cc: City of Lebanon (file)
- Auditor \_\_\_\_\_ (certified)
- RPC (file)
- Dispatch

- Union Township
- Map Room
- GIS
- Board of Elections

PETITION FOR A CHANGE IN TOWNSHIP BOUNDARIES

Now comes the City of Lebanon, Ohio, a municipal corporation, by its City Manager, and petitions the Warren County Board of County Commissioners, pursuant to Ohio Revised Code Section 503.07, for an order changing the boundaries of Lebanon Township so as to include therein certain parts of the City of Lebanon, and for such other actions which may be proper in this matter. The portions of the City of Lebanon, Ohio not now included within the limits of Lebanon Township include the following: those portions of Union Township, Ohio annexed by the City of Lebanon, Ohio by Ordinance No. 2022-136, passed December 13, 2022, and approved by the Warren County Board of County Commissioners by Resolution No. 22-1488, adopted September 27, 2022 (copies of said Ordinance and Resolution are attached hereto as Exhibits "A" and "B" respectively).

A complete and accurate description of the additional area of the City of Lebanon, Ohio which is now to be included in Lebanon Township is attached hereto, marked Exhibit "C" and incorporated herein by reference as if fully set forth.

This petition is filed through the authority of Resolution No. 2023-008, passed January 24, 2023. A true copy of said Ordinance is attached hereto as Exhibit "D" made a part hereof and incorporated herein as if fully set forth.



Scott Brunka  
City Manager,  
Lebanon, Ohio

I hereby certify that this is a true and correct copy of the petition directed to be filed by the City Council of Lebanon, Ohio by Resolution 2023-008



Daniel Burke  
City Auditor,  
Lebanon, Ohio



EXHIBIT A

**ORDINANCE NO. 2022-136**

**AN ORDINANCE ACCEPTING AN ANNEXATION OF 80.511 ACRES KNOWN AS THE BYER PROPERTY FROM UNION TOWNSHIP TO THE CITY OF LEBANON**

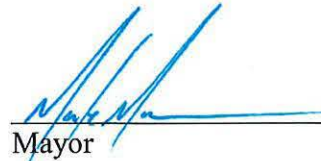
WHEREAS, on April 26, 2022 this Council adopted Ordinance No. 2022-052, approving an annexation agreement with the Board of Township Trustees of Union Township, Warren County, Ohio and authorizing and directing the City Manager to execute and deliver said annexation agreement for certain real property proposed to be annexed to the City of Lebanon from Union Township, Warren County, Ohio, known as the "Byer Property" and identified by Warren County Auditor PARID Nos 12094000040 and 12082000090; and

WHEREAS, on September 27, 2022, the Warren County Board of County Commissioners enacted Resolution No. 22-1488, authorizing the annexation of said territory, which Resolution was delivered to the Agent for the Petitioners and the Clerk of the Lebanon City Council on September October 3, 2022 with a certified transcript of proceedings pursuant to R.C. 709.022 and R.C. 709.033.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, State of Ohio:

SECTION 1. That the annexation of real estate in Warren County and adjacent to the City of Lebanon, an accurate map of which territory, together with a petition for its annexation and other documents related thereto, and a certified transcript of the proceedings of the Warren County Board of County Commissioners in relation thereto are and have been on file for sixty (60) days with the Clerk of this Council, is hereby accepted pursuant to R.C. 709.04.




SECTION 2. That this Ordinance shall become effective on the earliest date allowed by law.

  
\_\_\_\_\_  
Mayor

Passed: December 13, 2022

Attest:  
  
\_\_\_\_\_  
Clerk of Council

**Sponsors:**  
Messer

City Manager	City Auditor	City Attorney
		

# Resolution

Number 22-1488

Adopted Date September 27, 2022

APPROVE ANNEXATION OF 80.511 ACRES TO THE CITY OF LEBANON,  
CHRISTOPHER H. HURLBURT, AGENT, PURSUANT TO OHIO REVISED CODE  
SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Christopher H. Hurlburt,  
Agent to annex 80.511 acres to the City of Lebanon filed on the 12<sup>th</sup> day of September 2022; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the  
Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 27<sup>th</sup> day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Christopher H. Hurlburt, Agent  
RZC  
Auditor \_\_\_\_\_  
City of Lebanon

RPC  
Map Room  
Annexation file  
Union Township

EXHIBIT C

PARCEL P-5

Land situated in the Township of Union, County of Warren, State of Ohio, being a part of Sections 8 and 9, Township 4, Range 3 of the Between the Miami Rivers Survey, and being the same as 53.962 acres known as Parcel P-5 described in deed to 100 ACRES AND A MULE, LLC recorded in Document No. 2021-008147, records of Warren County, described as follows:

COMMENCING at a 1-inch iron rod found at the southwest corner of said Section 9; THENCE South 84°24'56" East, along the southerly line of Section 9 and northerly line of Section 8, a distance of 3,431.44 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;

THENCE the following ten (10) courses and distances along the easterly line of 183.576 acres described in deed to L. Byer Investments, LLC recorded in OR Volume 1820, Page 731:

- 1) South 84°24'56" East, along the southerly line of Section 9 and northerly line of Section 8, a distance of 171.63 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 2) North 50°07'26" East, a distance of 222.10 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 3) North 06°04'55" West, a distance of 181.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 4) North 49°05'10" East, a distance of 170.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 5) South 87°57'56" East, a distance of 66.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 6) North 31°23'33" East, a distance of 565.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 7) North 60°55'01" East, a distance of 445.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 8) South 66°24'11" East, a distance of 98.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 9) North 68°58'37" East, a distance of 107.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;

10) North  $05^{\circ}35'12''$  East, a distance of 100.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;

THENCE South  $84^{\circ}24'48''$  East, along the southerly line of 46.421 acres described in deed to Ann H. Kelly recorded in OR Volume 583, Page 894, a distance of 615.00 feet to a 5/8-inch iron rod found;

THENCE South  $05^{\circ}25'08''$  West, along a west line of Lot 2 Replat Warren County Industrial Park recorded in Plat Book 12, Pages 79 & 80 and the westerly right-of-way of Glosser Road (a 37.5-foot-wide public right-of-way as dedicated in Plat Book 34, Page 19), a distance of 825.08 feet to a 5/8-inch iron rod found;

THENCE the following seven (7) courses and distances along the northwesterly right-of-way of Kingsview Drive (an 80-foot-wide public right-of-way as dedicated in Plat Book 19, Page 93):

1) North  $83^{\circ}35'15''$  West, a distance of 31.22 feet to a 5/8-inch iron rod found;

2) Along a curve to the left, having a radius of 440.00 feet, through a central angle of  $29^{\circ}39'47''$ , an arc distance of 227.79 feet, said curve having a chord which bears South  $81^{\circ}34'53''$  West a distance of 225.26 feet to a 5/8-inch iron rod found;

3) South  $66^{\circ}45'00''$  West, a distance of 566.88 feet to a 5/8-inch iron rod found;

4) Along a curve to the left, having a radius of 440.00 feet, through a central angle of  $48^{\circ}44'59''$ , an arc distance of 374.37 feet, said curve having a chord which bears South  $42^{\circ}22'30''$  West a distance of 363.18 feet to a 5/8-inch iron rod found;

5) South  $18^{\circ}00'00''$  West, a distance of 576.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;

6) Along a curve to the left, having a radius of 440.00 feet, through a central angle of  $8^{\circ}59'58''$ , an arc distance of 69.12 feet, said curve having a chord which bears South  $13^{\circ}30'00''$  West a distance of 69.04 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;

7) South  $09^{\circ}00'00''$  West, a distance of 243.92 feet to a 5/8-inch iron rod found;

THENCE North  $84^{\circ}14'01''$  West, along the northerly line of the remaining 47.585 acres of the land described in deed to Wild Turkey Farms, LLC, recorded in OR Volume 4430, Page 347, a distance of 880.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;

THENCE the following six (6) courses and distances along the easterly line of 183.576 acres described in deed to L. Byer Investments, LLC recorded in OR Volume 1820, Page 731:

- 1) North 05°46'00" East, a distance of 371.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 2) North 28°30'48" East, a distance of 252.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 3) North 61°26'40" West, a distance of 100.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 4) South 60°49'57" West, a distance of 191.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 5) North 06°03'40" East, a distance of 238.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 6) North 56°26'42" East, a distance of 319.10 feet to the 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found at the POINT OF BEGINNING and containing 53.962 acres or 2,350,581 square feet of land, of which 21.660 acres lies in Section 8, and 32.302 acres lies in Section 9, more or less, but subject to all legal highways and easements of record as determined by a survey performed by David W. Grant, Ohio Professional Surveyor No. 8460, for and on behalf of North Coast Geomatics in August of 2022.

The Basis of Bearing for this survey is Grid North of the Ohio State Plane Coordinate System, South Zone (FIPS Zone 3402), on the North American Datum of 1983(2011) (Epoch 2010.000) using geoid model GEOID12B, with a combined scale factor of 1.00005879609967. A GNSS Real Time Kinematic Network survey was used to establish a bearing of South 84°24'48" East for the northerly line of the surveyed property, and a Northing of 511,707.04 and Easting of 1,474,321.51 (U.S. Survey Feet) for the 1-inch iron rod found at the southwest corner of Section 9.



PARCEL P-3

Land situated in the Township of Union, County of Warren, State of Ohio, being a part of Sections 8 and 9, Township 4, Range 3 of the Between the Miami Rivers Survey, and being the same as 26.549 acres known as Parcel P-3 described in deed to 100 ACRES AND A MULE, LLC recorded in Document No. 2021-008147, records of Warren County, described as follows:

BEGINNING at a stone found at the southeast corner of said Section 9; THENCE South 06°05'45" West, along the westerly line of Warren County Industrial Park, Section 2 recorded in Plat Book 81, Page 71, a distance of 991.55 feet to a 1/2-inch iron rod found;

THENCE South 06°06'52" West, along the westerly line of Warren County Industrial Park, Section 2 recorded in Plat Book 81, Page 71, and 50.890 acres of land described in deed to Wild Turkey Farms, LLC, recorded in OR Volume 4430, Page 347, a distance of 237.92 feet to a 5/8-inch iron rod found;

THENCE the following three (3) courses and distances along the northerly and easterly lines of 70.4212 acres of land described in deed to Wild Turkey Farms, LLC, recorded in OR Volume 4430, Page 347:

- 1) North 84°14'00" West, a distance of 60.72 feet to a 5/8-inch iron rod found;
- 2) North 06°06'52" East, a distance of 237.92 feet to a 1/2-inch iron rod found;
- 3) North 84°14'00" West, a distance of 946.90 feet to a 1/2-inch iron rod found;

THENCE the following seven (7) courses and distances along the southeasterly right-of-way of Kingsview Drive (an 80-foot-wide public right-of-way as dedicated in Plat Book 19, Page 93):

- 1) North 09°00'00" East, a distance of 239.40 feet to a 1/2-inch iron rod found;
- 2) Along a curve to the right, having a radius of 360.00 feet, through a central angle of 8°59'58", an arc distance of 56.55 feet, said curve having a chord which bears North 13°30'00" East a distance of 56.49 feet to a 1/2-inch iron rod found;
- 3) North 18°00'00" East, a distance of 576.00 feet to a 1/2-inch iron rod found;

4) Along a curve to the right, having a radius of 360.00 feet, through a central angle of 48°44'59", an arc distance of 306.31 feet, said curve having a chord which bears North 42°22'30" East a distance of 297.15 feet to a 1/2-inch iron rod found;

5) North 66°45'00" East, a distance of 566.88 feet to a 1/2-inch iron rod found;

6) Along a curve to the right, having a radius of 360.00 feet, through a central angle of 29°39'47", an arc distance of 186.37 feet, said curve having a chord which bears North 81°34'52" East a distance of 184.30 feet to a 1/2-inch iron rod found;

7) South 83°35'15" East, a distance of 31.18 feet to a 1/2-inch iron rod found;

THENCE South 07°28'10" West, along the westerly line of Warren County Industrial Park, Section 2 recorded in Plat Book 81, Page 71, a distance of 424.89 feet to the stone found at the POINT OF BEGINNING and containing 26.549 acres or 1,156,457 square feet of land, of which 21.657 acres lies in Section 8, and 4.892 acres lies in Section 9, more or less, but subject to all legal highways and easements of record as determined by a survey performed by David W. Grant, Ohio Professional Surveyor No. 8460, for and on behalf of North Coast Geomatics in August of 2022.

The Basis of Bearing for this survey is Grid North of the Ohio State Plane Coordinate System, South Zone (FIPS Zone 3402), on the North American Datum of 1983(2011) (Epoch 2010.000) using geoid model GEOID12B, with a combined scale factor of 1.00005879609967. A GNSS Real Time Kinematic Network survey was used to establish a bearing of North 84°14'00" West for the southerly line of the surveyed property, and a Northing of 510,318.33 and Easting of 1,478,497.92 (U.S. Survey Feet) for the 1/2-inch iron rod found at the southwest corner of the surveyed property.









**CURVE TABLE**

Station	Chord Length	Chord Bearing	Curve Length	Curve Bearing	Curve Area
1+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
1+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
2+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
2+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
3+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
3+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
4+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
4+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
5+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
5+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
6+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
6+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
7+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
7+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
8+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
8+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
9+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
9+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
10+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
10+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
11+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
11+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
12+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
12+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
13+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
13+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
14+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
14+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
15+00.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00
15+50.00	100.00	N 00° 00' 00" E	100.00	N 00° 00' 00" E	0.00

**REFERENCE DOCUMENTS**

Warner County GIS, Station 9 and Trimeter 1 Station  
Warner County GIS, Plot No. 1  
All surveys in record documents by plan.

**BASIS OF BEARING**

The Basis of Bearing for this survey is True North. All bearings are given in degrees, minutes and seconds. The survey was conducted using a total station with a precision of 0.0001 degrees. The survey was conducted on a flat surface and the bearings were measured in a clockwise direction. The bearings are given in degrees, minutes and seconds. The bearings are given in degrees, minutes and seconds. The bearings are given in degrees, minutes and seconds.



Parcel No. 1209400001  
130 ACRES AND A MOLE, LLC  
Document No. 2021-009147  
Parcel P-5  
Survey Volume 151, Plat No. 7  
53.962 Acres  
Area w/in Section 8:  
21.680 Acres, 942,525 Sq Ft.  
Area w/in Section 9:  
32.302 Acres, 1,467,656 Sq Ft.

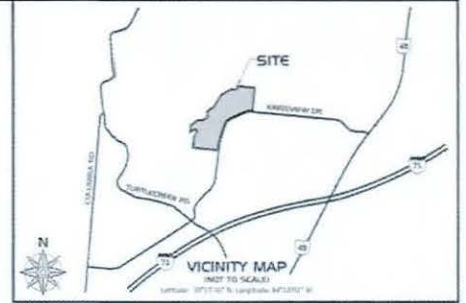
**SYMBOL LEGEND**

1/4"	Right of Way
1/8"	Adjoining Property Line
1/16"	Centerline
1/32"	Point of Beginning
1/64"	Point of Commencement
1/128"	Radius
1/256"	Chord Length
1/512"	Chord Bearing
1/1024"	Chord Area
1/2048"	Chord Perimeter
1/4096"	Chord Volume
1/8192"	Chord Weight
1/16384"	Chord Length
1/32768"	Chord Bearing
1/65536"	Chord Area
1/131072"	Chord Perimeter
1/262144"	Chord Volume
1/524288"	Chord Weight

**TOTAL AREA IN PROPOSED ANNEXATION:**  
53.962 ACRES

EXISTING CITY OF LEBANON CORP. BOUNDARY

AREA TO BE ANNEXED TO CITY OF LEBANON



**COUNTY COMMISSIONERS**

By the Board of County Commissioners of Warren County, Ohio do hereby approve this plan as filed.

Commissioner: *[Signature]*

**CITY APPROVAL**

City of Lebanon Ohio: *[Signature]*

**COUNTY RECORDER**

Filed on: \_\_\_\_\_

Recorded on: \_\_\_\_\_

Recorded in: \_\_\_\_\_

Book: \_\_\_\_\_

Page: \_\_\_\_\_

By: \_\_\_\_\_

County Auditor: \_\_\_\_\_

By: \_\_\_\_\_

Warren County Auditor: \_\_\_\_\_

**CERTIFICATION**

I hereby certify that this map was prepared and the data were obtained in accordance with the provisions of the laws of the State of Ohio, Chapter 6131-01 of the Administrative Code.

This plan was completed on July 14, 2022.

Date of Plan or Map: August 08, 2022

*[Signature]* 9/24/2022  
North Coast Geomatics, Inc.  
Ohio Professional Surveyor No. 8882  
nsurvey@northcoastgeo.com



**NORTH COAST GEOMATICS**  
Mapping & Surveying - northcoastgeo.com

171 Diamond Ave  
Follettsville, OH 44333  
614.626.9622

Project No: NCG 2585A  
Sheeted by: DWG  
SHEET 1 OF 1

**REVISION HISTORY**

No.	Date	Description
1	08/08/2022	Initial

**PLAT OF ANNEXATION**  
100 ACRES AND A MOLE, LLC  
ANNEXATION 1  
WARREN COUNTY, OHIO  
Warren County, Ohio



**RESOLUTION NO. 2023-008**

**A RESOLUTION PETITIONING THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS FOR A CHANGE OF TOWNSHIP BOUNDARIES TO EXTEND THE CURRENT BOUNDARY OF LEBANON TOWNSHIP TO INCLUDE REAL PROPERTY RECENTLY ANNEXED TO THE CITY OF LEBANON**

WHEREAS, the Council of the City of Lebanon by Ordinance No. 2022-136 accepted the annexation of certain territory in Union Township to the City of Lebanon; and

WHEREAS, Council has determined that it is in the best interest of the City of Lebanon for the municipal limits to be situated in a single township; and

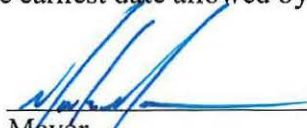
WHEREAS, Ohio Revised Code section 503.07 directs a procedure whereby, due to a change of the limits of a municipal corporation, said corporation includes territory lying in more than one township, a city may petition the Board of County Commissioners for a change in township lines in order to make them identical, in whole or in part, with the limits of the municipal corporation, and said Board of County Commissioners shall upon the petition of a City change the boundaries of the township.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lebanon, Ohio:

SECTION 1: That the City Manager is hereby authorized to execute said Petition to change the boundaries of Lebanon Township, to make them conform to the boundaries of the City of Lebanon, and for such other action as may be proper, in accordance with Ordinance No. 2022-136.

SECTION 2: That the City Manager is hereby authorized and directed to present said Petition to the Warren County Board of County Commissioners for change of township boundaries in accordance with the form attached hereto as Exhibit "A".

SECTION 3: This Resolution shall take effect at the earliest date allowed by law.

  
\_\_\_\_\_  
Mayor

Passed: January 24, 2023

Attest:

  
\_\_\_\_\_  
Clerk of Council

**Sponsors:**

Messer, Norris, Cope, Lamoreaux, Smith



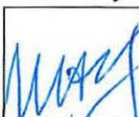
City Manager	City Auditor	City Attorney
		

Exhibit D

**RESOLUTION NO. 2023-008**

**A RESOLUTION PETITIONING THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS FOR A CHANGE OF TOWNSHIP BOUNDARIES TO EXTEND THE CURRENT BOUNDARY OF LEBANON TOWNSHIP TO INCLUDE REAL PROPERTY RECENTLY ANNEXED TO THE CITY OF LEBANON**

WHEREAS, the Council of the City of Lebanon by Ordinance No. 2022-136 accepted the annexation of certain territory in Union Township to the City of Lebanon; and

WHEREAS, Council has determined that it is in the best interest of the City of Lebanon for the municipal limits to be situated in a single township; and

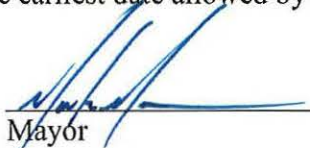
WHEREAS, Ohio Revised Code section 503.07 directs a procedure whereby, due to a change of the limits of a municipal corporation, said corporation includes territory lying in more than one township, a city may petition the Board of County Commissioners for a change in township lines in order to make them identical, in whole or in part, with the limits of the municipal corporation, and said Board of County Commissioners shall upon the petition of a City change the boundaries of the township.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lebanon, Ohio:

SECTION 1: That the City Manager is hereby authorized to execute said Petition to change the boundaries of Lebanon Township, to make them conform to the boundaries of the City of Lebanon, and for such other action as may be proper, in accordance with Ordinance No. 2022-136.

SECTION 2: That the City Manager is hereby authorized and directed to present said Petition to the Warren County Board of County Commissioners for change of township boundaries in accordance with the form attached hereto as Exhibit "A".

SECTION 3: This Resolution shall take effect at the earliest date allowed by law.

  
\_\_\_\_\_  
Mayor



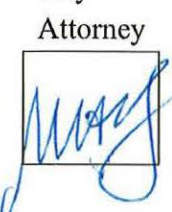
Passed: January 24, 2023

Attest:

  
\_\_\_\_\_  
Clerk of Council

**Sponsors:**

Messer, Norris, Cope, Lamoreaux, Smith

City Manager	City Auditor	City Attorney
		

Certification

I hereby certify that this a true and correct copy of Resolution 2023-008, approved by the Lebanon City Council on January 24, 2023.

  
\_\_\_\_\_  
Daniel Burke, Clerk of Council

APPROVE CHANGE OF TOWNSHIP BOUNDARIES OF MASON TOWNSHIP TO MAKE THEM, IN PART, IDENTICAL TO THOSE OF THE CITY OF MASON

WHEREAS, this Board of County Commissioners is in receipt of a petition by the City of Mason, Ohio to change the boundaries of Mason Township to make them identical, in part, with the boundaries of the City of Lebanon; and

WHEREAS, pursuant to Ohio Revised Code Section 503.07, the Board of County Commissioners, upon presentation of such petition, with the proceedings of the legislative authority authenticated, shall upon petition of a City change the boundaries of the township when the limits of such corporation include territory lying in more than one township; and

NOW THEREFORE BE IT RESOLVED, that the prayer of the City of Mason be granted for such changes in and extensions of the boundary lines of Lebanon Township as may be necessary so that it may include therein, those portions of Union Township, Warren County, Ohio, which has, by successive orders of the Warren County Board of Commissioners, been annexed to the City of Mason, said territory having been accepted by the City pursuant to ordinance number 2023-1 to make the boundary lines of Lebanon Township co-extensive with the corporate limits of the City of Lebanon; copy of petition 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 14<sup>th</sup> day of August 2018.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

/tao

cc: City of Mason (file)  
Auditor \_\_\_\_\_(certified)  
RPC (file)  
Dispatch

Union Township  
Map Room  
GIS  
Board of Elections

ORDINANCE 2023 - 2

**AN ORDINANCE AUTHORIZING THE FILING OF A PETITION WITH THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO TO CHANGE THE UNION TOWNSHIP LINES OF 137.419 ACRES LOCATED IN UNION TOWNSHIP AND THE CITY OF MASON IN ORDER TO REMOVE THE TERRITORY FROM UNION TOWNSHIP, PLACE IT IN MASON TOWNSHIP AND MAKE THE TOWNSHIP LINES IDENTICAL WITH THE LIMITS OF THE CITY OF MASON, OHIO, AND DECLARING AN EMERGENCY.**

WHEREAS, on September 3, 2015 by Ordinance No. 2015-91 and on August 17, 2015 by Resolution No. 081715-01, the City of Mason and Union Township, Warren County, Ohio, respectively, authorized and entered an Annexation Agreement relating to the annexation of a territory from Union Township to the City of Mason; and

WHEREAS, that Agreement provides for the annexation of the 137.419 acre territory to the city of Mason and when the annexation becomes effective, the exclusion of the annexation territory from Union Township pursuant to R.C. Chapter 503 including R.C. Section 503.07; and

WHEREAS, on October 24, 2022, a petition for the annexation of a 137.419 acre territory in Union Township with the consent of all parties, was duly filed by Jeffrey D. Forbes, agent for the petitioners, utilizing the special annexation procedure of Ohio Revised Code Section 709.022, *et seq.* commonly referred to as an "Expedited Type 1" annexation, which petition was approved by the Warren County Commissioners on November 8, 2022 by Resolution No. 22-1726 and accepted by the City of Mason on January 9, 2023 by Ordinance No. 2023 - 1; and

WHEREAS, the Annexation Agreement also provides that, upon exclusion of the 137.419 acre territory from Union Township, the City of Mason compensation payments, if any, shall be made pursuant to the terms of the Annexation Agreement and the 137.419 acres annexed shall no longer be subject to Union Township's real property taxes, which Agreement is binding upon the county auditor by law, including R.C. 709.19(B); and

WHEREAS, Ohio Revised Code Section 503.07 authorizes the legislative authority of the city, by a vote of a majority of its members, to petition a board of county commissioners to change the township boundaries within the limits of the municipal corporation in order to make them identical; and

WHEREAS, the City of Mason is primarily located within and is co-extensive with Mason Township in Warren County and the City of Mason desires to change the township boundaries of 137.419 acres in Union Township in Warren County within the City of Mason to make them a part of Mason Township and exclude them from Union Township.

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

Section 1. That the City Manager or his authorized representative is hereby authorized and directed, on behalf of this Council, to prepare and present to the Board of County

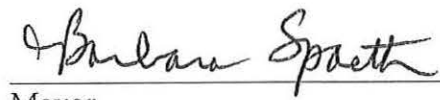
Commissioners of Warren County, Ohio a petition praying for a change in the boundary lines of Union Township and Mason Township as are necessary to accomplish the removal of the recently annexed 137.419 acres of territory within the municipal limits of the City of Mason currently in Union Township, Warren County, Ohio from Union Township and place it in Mason Township in the City of Mason, Warren County, as provided by law.

Section 2. That the 137.419 acre territory within the municipal limits of the City of Mason and Union Township that is to be removed from Union Township and placed in Mason Township was annexed to the City of Mason by Ordinance No. 2023 - 1 is described in Exhibit A hereto and shown on the map or plat as Exhibit B hereto.


Section 3. That the Clerk of Council is hereby authorized and directed to prepare two certified copies of this Ordinance, together with two certified copies of the minutes of the meeting at which this Ordinance was adopted, showing its adoption by a vote of the majority of the members of the Mason City Council, being the legislative authority of the City of Mason and forward those documents to the City Manager or his authorized representative for filing.

Section 4. That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and shall take effect and be in force from and after its passage. The reason for said declaration of emergency is to facilitate the city providing the annexation area with city services at the earliest possible time period, to relieve Union Township of any obligation to serve the territory, to allow for the immediate change of township boundaries as provided by the Annexation Agreement of the parties, and to permit the inhabitants of the territory to receive services and vote in the appropriate jurisdiction.

Passed this 9<sup>th</sup> day of January, 2023.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Clerk of Council

#### CERTIFICATE

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance No. 2023-2, adopted by the Council of the City of Mason on January 9, 2023.

  
\_\_\_\_\_  
Clerk of Council



ORDINANCE 2023 – 1

AN ORDINANCE ACCEPTING THE APPLICATION FOR THE ANNEXATION OF 137.419 ACRES, MORE OR LESS, IN UNION TOWNSHIP, WARREN COUNTY, OHIO TO THE CITY OF MASON, OHIO FILED UNDER THE SPECIAL PROCEDURE OF ANNEXING LAND WITH CONSENT OF ALL PARTIES (OHIO REVISED CODE SECTION 709.022, *ET SEQ.*), AND DECLARING AN EMERGENCY.

WHEREAS, on September 3, 2015 by Ordinance No. 2015-91 and on August 17, 2015 by Resolution No. 081715-01, the City of Mason and Union Township, Warren County, Ohio, respectively, authorized and entered an Annexation Agreement relating to the annexation of a territory from Union Township to the City of Mason; and

WHEREAS, thereafter, on October 24, 2022, a petition for the annexation of a 137.419 acre territory in Union Township with the consent of all parties, was duly filed by Jeffrey D. Forbes, agent for the petitioners, utilizing the special annexation procedure of Ohio Revised Code Section 709.022, *et seq.* commonly referred to as an “Expedited Type 1” annexation; and

WHEREAS, on November 8, 2022, the Board of County Commissioners of Warren County, Ohio reviewed and, by Commissioners’ Resolution No. 22-1726, approved the annexation of the territory described in Exhibit “A” and shown on the map or plat in Exhibit “B,” attached hereto to the City of Mason, Ohio; and

WHEREAS, the Clerk of the Board of County Commissioners of Warren County certified the record of the proceedings in connection with the annexation including Commissioners’ Resolution No. 22-1726 granting the annexation along with the petition and the accompanying map or plat required in connection therewith to the Clerk of Council; and

WHEREAS, the certified transcript of the proceedings for annexation including an accurate description and map of the territory, together with the petition for its annexation and other papers relating to the annexation proceedings of the Warren County Commissioners have been on file with the Clerk of Council for more than sixty (60) days in accordance with the provisions of Revised Code Section 709.04.

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

Section 1. That a petition for the annexation of 137.419 acres from Union Township to the City of Mason with the consent of all parties, including the sole (100%) owner of real estate in the territory sought to be annexed, Union Township and the City of Mason, utilizing the special annexation procedure of Ohio Revised Code Section 709.022, *et seq.*, (Expedited “Type 1” Annexation) was filed by Jeffrey D. Forbes, agent for the petitioners, with the Warren County Board of County Commissioners on October 24, 2022. That the petition for the annexation of 137.419 acres in Union Township described in Exhibit “A” and shown on the map or plat attached as Exhibit “B” to the City of Mason, Ohio approved by the Board of County Commissioners of Warren County by Resolution No. 22-1726 on November 8, 2022, be and the same is hereby accepted.

Section 2. That the Clerk of Council be and is hereby authorized and directed to make five (5) copies of this ordinance including its attached legal description and map along with a copy of the transcript of the proceedings of the Board of County Commissioners of Warren County relating thereto and a certificate as to the correctness thereof. The Clerk of Council shall then forthwith deliver one copy to the Warren County Auditor, one copy to the Warren County Recorder along with any recording fee required, one copy to the Ohio Secretary of the State with the appropriate filing fee and one copy to the Fiscal Officer of Union Township in accordance with the terms of the Annexation Agreement. The Clerk shall also file notice of this annexation with the Board of Elections within thirty (30) days after it becomes effective and do all other things required by law.

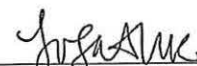
Section 3. That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and shall take effect and be in force from and after its passage. The reason for said declaration of emergency is to provide the annexation area with city services at the earliest possible time period and to make those services available immediately after the annexation becomes effective as required by the Annexation Agreement referred to in the preamble above.

Passed this 9<sup>th</sup> day of January, 2023.



Mayor

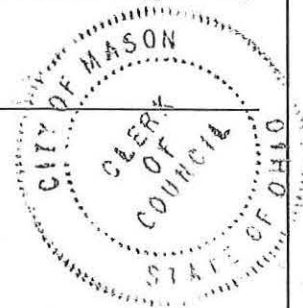
Attest:

  
Clerk of Council

#### CERTIFICATE

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2023 -1, adopted by the Council of the City of Mason on January 9, 2023.

  
Clerk of Council







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

406 Justice Drive, Lebanon, Ohio 45036

[www.co.warren.oh.us](http://www.co.warren.oh.us)

[commissioners@co.warren.oh.us](mailto:commissioners@co.warren.oh.us)

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN**

**SHANNON JONES**

**DAVID G. YOUNG**

I, the undersigned Clerk for the Board of Warren County Commissioners, hereby certify the attached to be a true and accurate transcript of proceedings of the petition to annex 137.419 acres to the City of Mason, Ohio.

CLERK OF SAID BOARD

Tina Osborne

I have received said transcript along with mylar.

Name

11/8/22

Date

PETITION FOR ANNEXATION  
OF 137.419 ACRES, MORE OR LESS,  
IN UNION TOWNSHIP, WARREN COUNTY, OHIO  
TO THE CITY OF MASON, OHIO UTILIZING THE  
SPECIAL PROCEDURE OF R.C. SECTION 709.022 ET SEQ.  
(Expedited Type-1 Annexation)

RECEIVED  
2022 OCT 24 PM 4:45  
WARREN COUNTY  
COMMISSIONERS

**TO: THE BOARD OF COUNTY COMMISSIONERS OF  
WARREN COUNTY, OHIO**

Now come the undersigned petitioners, being one hundred percent (100%) of the statutory owners of certain property sought to be annexed as hereinafter described, containing 137.419 acres, more or less, in Union Township, Warren County and request that their property be annexed to the City of Mason, Ohio. By their signatures, the undersigned elect to proceed under the 100% owner supported expedited process of R.C. §709.022 (Expedited Type-1). The property is contiguous to the City of Mason, Ohio according to the statutes of the State of Ohio.

An accurate description of the territory sought to be annexed is attached hereto and made a part hereof as Exhibit "A."

A map or plat of the above-described territory sought to be annexed is attached hereto and made a part hereof as Exhibit "B."

A certified copy of an Annexation Agreement covering the annexed property entered into between the City of Mason, Union Township and the undersigned petitioner owners and developer is attached as Exhibit "C."

The number of owners in the territory sought to be annexed is three (3). The number of owners required to sign the petition is one (1). The number of owners who signed the petition is two (2).

Jeffrey D. Forbes, Wood & Lamping, 600 Vine Street, Suite 2500, Cincinnati, OH 45202, (513) 852-6000, is hereby appointed agent for the undersigned petitioners, as required by R.C. §709.02. The petitioners' agent is hereby authorized to make any amendments and/or deletions, which in his absolute and complete discretion are proper under the circumstances then existing. In addition, the petitioners' agent is authorized to make such amendments and/or deletions in this petition, map, plat or description in order to correct any discrepancy or mistake noted by the County Engineer or others in their examination of the petition, map, plat or description. Amendments to correct the map, plat or description may be made by the presentation of an amended map or plat and description to the Board of County Commissioners on, before or after the date set for hearing of this petition unless otherwise specified by law.

"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR EQUITY."

NAME

ADDRESS

DATE

AMSS 3, LLC

  
By: James W. Smith  
Its: Authorized Agent

227 Cincinnati Avenue  
Lebanon, OH 45036

10/24/2022

“WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD’S DECISION IN THIS MATTER IN LAW OR EQUITY.”

NAME

ADDRESS

DATE

City of Mason

  
\_\_\_\_\_

By: Eric Hansen  
Its: City Manager

6000 Mason-Montgomery Rd.  
Mason, OH 45040

10/24/2022

RECEIVED

2022 NOV -4 PM 3:43

WARREN COUNTY  
COMMISSIONERS



CINCINNATI  
COLUMBUS  
DAYTON  
LOUISVILLE

6219 Centre Park Drive  
West Chester, OH 45069  
phone ► 513.779.7851  
fax ► 513.779.7852  
www.kleingers.com

**Legal Description**  
137.419 ACRES - ANNEXATION

Situated in Sections 14, 15, & 20, Town 4, Range 3, Union Township, Warren County, Ohio, being all the land conveyed to City of Mason in OR 2220 Page 468, City of Mason in OR 2220 Page 472, AMSS 3, LLC in OR 4301 Page 579, and part of the land conveyed to Indiana & Ohio Railroad Co. in OR 374 Page 72, the boundary of which being more particularly described as follows:

Beginning at the southwest corner of Section 15;

Thence along the west line of said Section 15, N05°43'17"E, a distance of 3762.00 feet to a point in the south line of an 89.350 acre tract conveyed to Ridgeview, LLC in DN # 2014-027979;

Thence along the lines of said 89.350 acre tract, S68°24'39"E, a distance of 1445.45 feet;

Thence continuing, S18°28'23"W, a distance of 160.46 feet;

Thence along the west line of a 5.004 acre tract conveyed to Ridgeview LLC in DN # 2019-014950, S16°42'50"W, a distance of 538.23 feet;

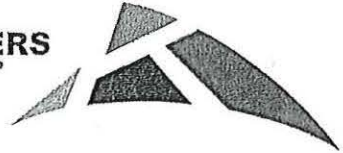
Thence along the south line of said 5.004 acre tract, S73°39'31"E, a distance of 343.96 feet;

Thence along the south line of a 5.492 acre tract conveyed to Ridgeview LLC in DN # 2021-037920, S47°27'31"E, a distance of 471.46 feet to a point in the west right of way line of US Route 42;

Thence along said west right of way line the following three (3) courses:

1. S25°25'33"W, a distance of 2009.23 feet;
2. Along a curve deflecting to the right a distance of 727.20 feet, said curve having a radius of 2824.79 feet with a deflection of 14°45'00" and a chord bearing S32°56'46"W, a distance of 725.20 feet;
3. S40°19'16"W, a distance of 757.93 feet to a point in the south line of the aforesaid property conveyed to Indiana & Ohio Railroad Co. and being in a north line of the City of Mason Corporation Line;

Thence along said south line of Indiana & Ohio Railroad Co and along the City of Mason Corporation line, N42°26'03"W, a distance of 1193.63 feet to a point in the south right of way line of Bunnell Road;



Thence along said south right of way line, S83°58'06"E, a distance of 361.00 feet to a point in the east line of Section 20;

Thence with said east line, N05°43'17"E a distance of 30.00 feet to the Point of Beginning.

Containing 137.419 acres of which 12.417 acres lies within Section 14, 123.671 acres lies within Section 15, and 1.331 acres lies within Section 20.

Bearings are based on the north line of a 414.0822 acre annexation being S83°58'06"E and as recorded in PB 92 Page 62

The above description is based on record information only and is not the result of a field survey. The drawing was prepared by The Kleingers Group in April of 2022 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is filed in Volume \_\_\_\_ Page \_\_\_\_ of the Warren County Engineer's Record of Land Surveys.

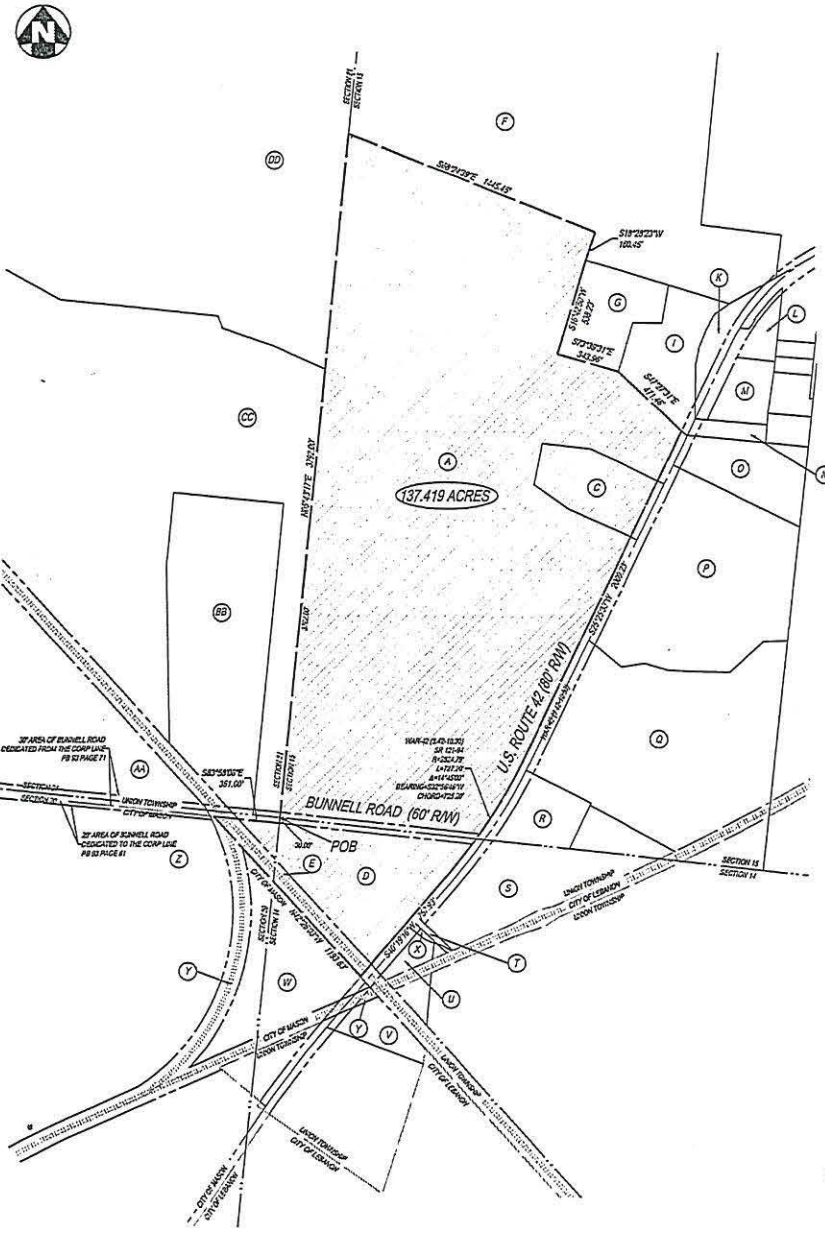


10-31-2022

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Randy C. Wolfe Date  
Ohio Professional Surveyor No. 8033





PARCELS WITHIN ANNEXATION AREA			
A	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES	D	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
B	0.00 ACRES	E	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
C	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES		
PARCELS ADJACENT TO ANNEXATION AREA			
F	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES	S	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
G	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES	T	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
H	0.00 ACRES	U	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
I	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES	V	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
J	0.00 ACRES	W	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
K	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES	X	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
L	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES	Y	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
M	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES	Z	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
N	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES	AA	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
O	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES	BB	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
P	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES	CC	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
Q	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES	DD	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES
R	0.00 ACRES 0.00 ACRES 0.00 ACRES 0.00 ACRES		

**ANNEXATION TERRITORY  
ACREAGE BREAKDOWN - BY PARCEL**

TOTAL ACREAGE: 137.419 ACRES  
 PARCEL 01-13-000413: 14.821 ACRES  
 PARCEL 01-13-000416: 4.824 ACRES  
 PARCEL 01-14-000001: 14.821 ACRES  
 PARCEL 01-14-000002: 2.320 ACRES

**ANNEXATION TERRITORY  
ACREAGE BREAKDOWN - BY SECTION**

TOTAL ACREAGE: 137.419 ACRES  
 SECTION 14: 12.411 ACRES  
 SECTION 15: 12.411 ACRES  
 SECTION 16: 1.257 ACRES

RIGHT OF WAY - BUNNELL RD.: 1.489 ACRES

**LENGTH OF ROAD IN ANNEXATION**  
 BUNNELL RD. ROAD - 1061.22 LINEAR FEET



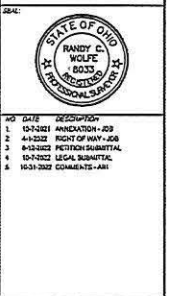
RECEIVED  
WARREN COUNTY  
COMMISSIONERS  
2022 NOV -4 PM 3:43

**APPROVED FOR ANNEXATION**  
 BY THE COMMISSIONERS OF WARREN COUNTY, OHIO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.  
 COMMISSIONER \_\_\_\_\_  
 COMMISSIONER \_\_\_\_\_  
 COMMISSIONER \_\_\_\_\_  
 BY THE COUNCIL OF THE CITY OF MASON, OHIO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.  
 CHAIRMAN \_\_\_\_\_  
 CLERK \_\_\_\_\_

**RECORDING**  
 BY THE AUDITOR OF WARREN COUNTY, OHIO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.  
 AUDITOR \_\_\_\_\_  
 BY THE RECORDER:  
 RECORDED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.  
 RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 RECORDER \_\_\_\_\_

- NOTES:**
- BEARINGS ARE BASED ON THE NORTH LINE OF A 14.8222 ACRE ANNEXATION BEING 567.52' E AND AS RECORDED IN P. 12 PG. 42 OF THE WARREN COUNTY RECORDERS OFFICE.
  - THIS ANNEXATION PLAT CONTAINS 137.419 ACRES SITUATED IN UNION TOWNSHIP, WARREN COUNTY, OHIO.
  - THE TERRITORY PROPOSED FOR ANNEXATION SHARES A CONTIGUOUS BOUNDARY WITH THE CITY OF MASON FOR A CONTIGUOUS LENGTH OF 12.15% OF THE PERIMETER OF THE TERRITORY PROPOSED FOR ANNEXATION.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND IS BASED ON EXISTING DEEDS AND PLATS OF RECORD.  
*Randy C. Wolfe* 10-31-2022  
 RANDY C. WOLFE DATE  
 OHIO PROFESSIONAL SURVEYOR NO. 9333



**CITY OF MASON, AMSSS,  
& INDIANA AND OHIO  
RAILROAD AREA  
PLAT OF ANNEXATION**

**CITY OF MASON**  
 SECTION 14, 15 & 16 TOWNSHIP 4 RANGE 2  
 UNION TOWNSHIP  
 WARREN COUNTY, OHIO

PROJECT NO: 18669750041  
 DATE: 10/31/2022  
 SCALE: 1" = 200'

SHEET NAME:  
**MASON  
ANNEXATION**

SHEET NO:  
**1 OF 1**

ORDINANCE 2015-91

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH UNION TOWNSHIP FOR THE ANNEXATION OF CERTAIN PROPERTY TO THE CITY OF MASON AND DECLARING AN EMERGENCY**

WHEREAS, the City has been approached by the certain property owners seeking the annexation of property to the city of Mason; and

WHEREAS, all of the property owners of the property in Union Township desire to annex to the City of Mason and the owners and township request that the land be removed from the township, if annexed; and

WHEREAS, the Council of the City of Mason is desirous of accepting the annexation of that property to Mason and, upon annexation of the properties to Mason, Mason and Union Township are desirous of having Mason conform the boundaries of the properties to the city in order to exclude Union Township from such area; and

WHEREAS, the Ohio Revised Code will only permit that the land be removed from the township in a special annexation proceeding if the city and township agree to it in an annexation agreement; and

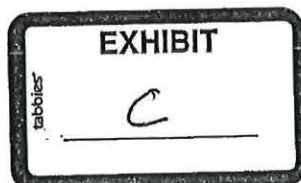
WHEREAS, the attached Annexation Agreement requires the city to remove the land from the township and states that the city shall make certain payments to township.

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

Section 1. That the City Manager is hereby authorized to enter into an Annexation Agreement with Union Township pertaining to the annexation in substantially the same form that is attached hereto as Exhibit A and incorporated herein by reference, pertaining to the annexation of certain property to the City of Mason.

Section 2. That the Clerk of Council is hereby directed to immediately provide a certified copy of this ordinance to the agent for the annexation petitioners in the petition for the annexation of certain property from Union Township, Warren County, Ohio to the City of Mason.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to execute the annexation agreement at the earliest possible date to allow for the timely filing of the annexation petition.

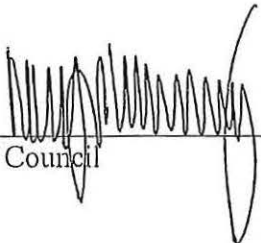




Passed this 3<sup>rd</sup> day of September, 2015.

  
\_\_\_\_\_  
Mayor

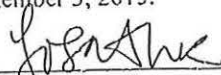
Attest:

  
\_\_\_\_\_  
Clerk of Council

2195114.1

### Certification

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2015-91 adopted by the Council of the City of Mason on September 3, 2015.

  
\_\_\_\_\_  
Clerk of Council

# CITY OF MASON AND UNION TOWNSHIP ANNEXATION AGREEMENT

(R.C. 709.192)

This Annexation Agreement (the "Agreement") is made and entered into as of the latest effective date of the ordinance or resolution referred to herein, by and between the Township of Union, Warren County, Ohio, an Ohio township (the "Township") and the City of Mason, Warren County, Ohio, an Ohio municipal corporation (the "City") pursuant to Ohio Revised Code Section 709.192 and in accordance with the terms and provisions set forth herein.

## RECITALS

WHEREAS, the City is desirous of supporting and accepting annexations of real property within unincorporated Union Township located generally west of State Route 48 to the City; and

WHEREAS, the Township is willing to have the City conform the boundaries of certain property identified in an agreement annexed to the City in order to exclude Union Township from such area to avoid double taxation and duplication of public services, and to have the City make payments to the Township as provided in this Agreement; and

WHEREAS, the City and Township have determined that this Agreement is in the best interests of their respective residents, citizens and taxpayers, is for their mutual benefit and will provide for government improvements, facilities, and services, and promote and support economic development and the creation and preservation of economic opportunities in the region; and

WHEREAS, the City and Township desire to enter into this Annexation Agreement for the purpose of permitting the conformity of boundaries as provided in Section 503.07 of the Ohio Revised Code (the "R.C.") following the annexation of the property identified in this Agreement within unincorporated Union Township to the City of Mason, irrespective of the annexation process followed, and making payments to the Township related to the conformity of boundaries as provided in this Agreement and permitted by law; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Agreement by and through their respective legislative authorities in accordance with Ordinance No. 2015-91 adopted by the Council of the City of Mason on September 3, 2015 and Resolution No.081715-01 adopted by the Union Township Board of Trustees on August 17, 2015.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the City and the Township agree and bind themselves, their agents, officers, elected officials, employees, and successors as follows:

Section 1. Purpose. This Agreement is entered pursuant to the provisions of R.C. 709.192, to permit the changing of township boundaries pursuant to R.C. 503.07 following the annexation of properties within unincorporated Union Township to the City of Mason, irrespective of the annexation process followed, and to provide for payments to the Township as provided for in this Agreement either pursuant to R.C. 709.19 or in lieu of any payments required by the Ohio Revised

Code including R.C. 709.19 as expressly provided in this Agreement and as permitted and provided by law including R.C. 709.191 and R.C. 709.192. The parties intend by this Agreement to exercise all of the powers granted to the City and Township by the Constitution and the laws of the state of Ohio currently in effect to the fullest extent permitted by law.

Section 2. Term. The term of the Agreement shall be for a period of twenty-five years, commencing on the date on which this Agreement was fully executed. Following the end of the twenty-five year period, this Agreement will automatically renew for successive terms of ten years, unless either the Township or the City delivers written notice to the other at least one year in advance of said party's wish to terminate the Agreement. This Agreement is binding upon all future Boards of Township Trustees for Union Township and all future City Councils for the City of Mason until its termination under the terms of this Agreement. Notwithstanding the aforesaid, this Agreement may be terminated at any time upon the mutual written consent of both the Township and the City, in accordance with authorization by their respective legislative authorities.

Section 3. Territory Subject to Agreement. The territory that is subject to this Agreement is all real property within unincorporated Union Township identified in the List of Parcels and on the map that are attached hereto as Exhibit A (the "Territory"). This Agreement does not apply to any other property or annexation.

Section 4. Annexation. The City and Township support, consent to and agree with the annexation of the Territory that is now in the unincorporated Township and is identified and illustrated on Exhibit A, provided such annexation complies with the terms of this Agreement.

Section 5. Support of Annexation Petitions. The Township agrees that, for purposes of Ohio Revised Code Chapter 709, it consents to and will not oppose the approval of an annexation of any of the Territory identified in Exhibit A, provided the petition complies with the terms of this Agreement and statutory requirements. The annexation of all or any portion of the Territory subject to this Agreement may be sought utilizing the provisions of the "Expedited Type 1" procedure as contained in R.C. 709.021 and 709.022, or any other annexation procedure provided by law. This Agreement may be utilized to fulfill the provision of R.C. 709.022 for any petition filed pursuant to that section that has the consent of all parties and is required to be accompanied by a certified copy of an annexation agreement provided for in R.C. 709.192.

Section 6. Annexation Proceedings. The City shall provide the Township with a copy of any petition for annexation subject to this Agreement within five (5) days after such petition is filed with the Clerk of the Warren County Board of County Commissioners. Upon the filing of the petition, the Township will cooperate, if requested, to assure the petition shall be diligently processed to accomplish the annexation of all or any portion of the Territory to the City pursuant to this Agreement.

Section 7. Acceptance of Annexations. Upon the approval of the annexation by the Board of County Commissioners and the City clerk's receipt of the record of the annexation proceedings from the Clerk of the Warren County Board of County Commissioners, the City shall timely accept the annexation and process it according to law. The City shall deliver a copy of the ordinance or resolution accepting the annexation to the Fiscal Officer of the Township.

Section 8. Changing of Township Boundaries. The City shall file a petition with the Warren County Board of County Commissioners, pursuant to R.C. Chapter 503, including R.C. 503.07 or

subsequent comparable statutory section, or take other action to have the annexed Territory excluded from Union Township. The Township agrees that any Territory annexed shall be removed from the Township following annexation as provided in this Agreement and that it will support and by this Agreement consents to any request by the City to exclude the Territory subject to this Agreement from the Township.

Section 9. Payments to Township. The City shall make payments associated with the exclusion of any parcel of Territory identified and illustrated in Exhibit "A" from the Township. For the purposes of payment, the Territory is divided into three (3) areas, each with its own payment schedule. As soon as practical after an annexation becomes effective, the City shall file a petition with the Warren County Board of County Commissioners to exclude the territory annexed from the Township. Following the change of township boundaries excluding Territory from Union Township, the City shall make the following compensation payments to the Township and the annexed Territory shall no longer be subject to Township taxes:

- A. Area I. Area I is comprised of Parcel No. 12-14-300-002 being 222.7418± acres identified in Exhibit A, paragraph I). The City shall pay the Township the total sum of \$960,000.00, payable in twelve annual installments of \$80,000.00, until paid in full. The City may pay any or all unpaid installments in advance of their due date at any time. The Township and the City acknowledge that the total sum of \$960,000.00 is a contractual obligation of the City, and is not contingent or conditioned upon any factors relating to the collection of real property taxes, residential build out, market conditions, or reimbursement to the City by a Developer. This payment is in lieu of and the Township shall not be entitled to receive any compensation payments from the city as provided in R.C. 709.19 or otherwise upon the exclusion of Area I Territory from the Township. The first annual payment shall commence upon June 1 in the first year the City receives (or should have received but did not due to taxpayer delinquency or tax incentives) real property taxes from the 222.7418± acres following the exclusion of that territory from Union Township, and shall be paid thereafter on June 1 each calendar year as provided herein until paid in full.
- B. Area II. Area II is comprised of nine parcels identified in Exhibit A. The Township shall be entitled to receive compensation payments from the City for each parcel in Area II as provided in R.C. 709.19 in effect on the date this Agreement is entered. If there has been an exemption by the City of real, personal, or public utility property taxes the City shall make the payments to the Township provided in R.C. 709.19 calculated as if the exemption had not occurred.
- C. Area III. Area III is comprised all or portions of eleven parcels identified in Exhibit A that are parcels used for railroad or street rights of way any portion of which may be included with a petition to annex parcels in Area I or Area II. The City shall not pay the Township any compensation payments for railroad property and street rights of way that are included in an annexed territory.

Section 10. Provision of Public Services. The City shall either provide or make all City public services available to the territory annexed immediately after the annexation becomes effective. Those City services shall specifically include police, fire and emergency medical services to all territory annexed to the City, which services shall not be provided by the Township following annexation unless they are provided pursuant to a mutual aid agreement or as may otherwise be

mutually agreed upon by the City and Township. The Township shall not provide any public services to any territory that is annexed to the City after the effective date of the annexation.

Section 11. Zoning. The Township and City acknowledge that, by operation of law (R.C. 303.18 and 519.18), any county zoning regulations in effect at the time of annexation shall remain in full force and shall be enforced by the county officials until the legislative authority of the City either officially adopts the existing county zoning regulations or new regulations for the annexation territory. The City shall take all necessary steps to rezone the property in the City of Mason.

Section 12. Support of Agreement. In the event that any other persons or parties in a court of law challenge this Agreement, or any of its terms, conditions, or provisions, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each party to this Agreement shall bear its own costs in any such proceeding challenging this Agreement or any term or provision thereof.

Section 13. Signing other documents. The parties hereto agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions in order to effectuate the purpose of this Agreement.

Section 14. Tax Levies. Nothing in this Agreement shall be interpreted as the sharing of any tax levy by and between the Township and City or the guarantee of a levy or its payment.

Section 15. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the City and the Township and their respective successors, subject, however, to the specific provisions hereof. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities that are not a party to this Agreement.

Section 16. Severability. In the event that any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder of this Agreement, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein.

Section 17. Captions and headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or section hereof.

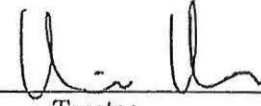
Section 18. Amendment. This Agreement may only be amended, revised or altered pursuant to an amendment, in writing, executed by the City and Township and properly promulgated and approved in accordance with their respective legislative authorities, said legislative authorization to be within sixty (60) days of one another.

Approved as to legal form and correctness:

By:   
Asst. Prosecutor Union Township


TOWNSHIP OF UNION

By: \_\_\_\_\_  
Trustee

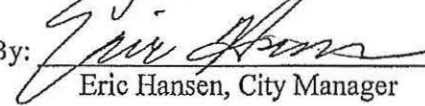
By:   
Trustee

By:   
Trustee

Approved as to legal form and correctness:

By:   
Law Director  
City of Mason

CITY OF MASON

By:   
Eric Hansen, City Manager

4812-2187-6262 v2

## Exhibit A

**I) PARCELS WITH ALTERNATIVE PAYMENTS COMPENSATING TOWNSHIP FOR LOST REVENUE IN LIEU OF R.C. 709.19:**

<u>Map ID #</u>	<u>Owner(s)</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Description</u>
1	Terra Firm DD, LLC	12-14-300-002	222.7418	Todorov farm – East side US 42

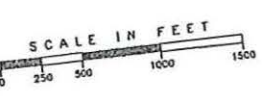
**II) PARCELS WITH PAYMENTS COMPENSATING TOWNSHIP FOR LOST REVENUE AS PROVIDED BY R.C. 709.19:**

<u>Map ID #</u>	<u>Owner(s)</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Description</u>
7	City of Mason	12-20-400-013	50.4664	Todorov farm – West side US 42
19	City of Mason	12-20-200-011	5.5942	
9	City of Mason	12-20-200-008	106.5796	
17	City of Mason	12-14-100-011	9.155	
		(Total)	<u>171.7952</u>	
14	City of Mason	12-15-300-015	121.052	Castle farm
25	City of Mason	12-15-300-016	5	
		(Total)	<u>126.052</u>	
13	AMSS 3, LLC	12-14-100-001	12.48	Smith's triangular parcel with Block House that fronts on US 42 and Bunnell Rd. (back to the RR track)
23	Klasmeier, Lawrence E & Mary Janet	12-20-200-012	6.0756	Mulch Operation
22	Nixon, Joshua & Zachariah	12-20-400-005	1.4	Nixon Glass

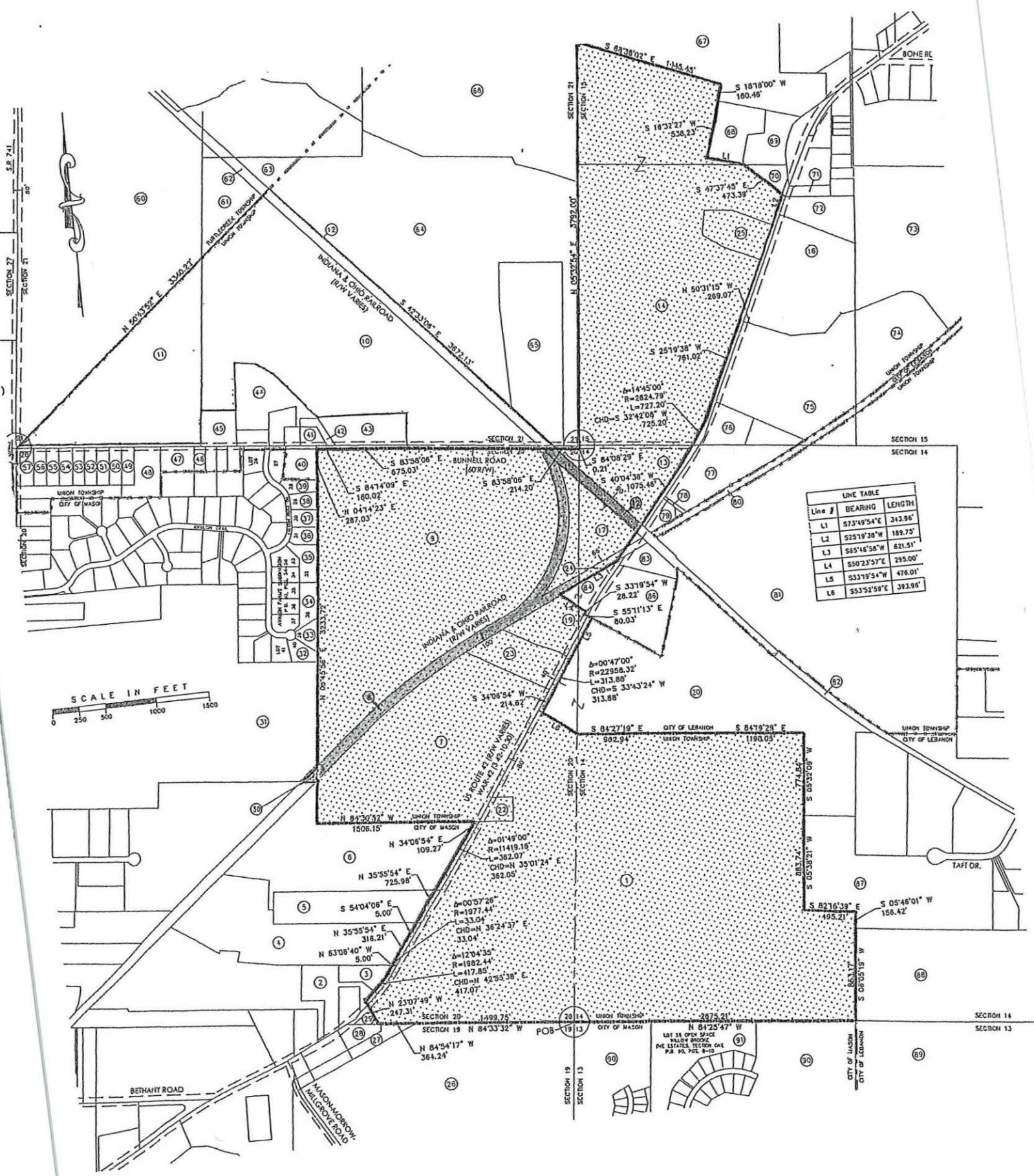
**III) NECESSARY RAILROAD PROPERTY AND R/W – PARCELS WITH NO COMPENSATION FOR LOST REVENUE, IF ANY:**

<u>Map ID #</u>	<u>Owner(s)</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Description</u>
24	City of Lebanon	12-14-502-001	As Shown on Map	Railroad R/W only (Yellow Highlight Area)
12	Indiana & Ohio Railroad Co.	12-14-502-002	As Shown on Map	Railroad R/W only (Blue Highlight Area)
8	Indiana & Ohio Railroad Co.	12-21-502-003	As Shown on Map	Railroad R/W only (Green Highlight Area)
30	Indiana & Ohio Railroad Co.	12-20-502-002	As Shown on Map	Railroad R/W only (Pink Highlight Area)
2	Guy Duren	12-20-400-012	0.099	Right-of-way only
3	H.W.C.S. LTD.	12-20-300-009	0.286	Right-of-way only
4	Schappacher	12-20-400-010	0.466	Right-of-way only
5	Schappacher	12-20-400-007	0.32	Right-of-way only
6	Schappacher	12-20-400-011	0.675	Right-of-way only
20	City of Lebanon	12-14-100-010	0.208	Right-of-way only
21	City of Lebanon	12-20-200-004	0.714	Right-of-way only

S.P. 741  
SECTION 27  
SECTION 21



Line #	BEARING	LENGTH
L1	S73°49'54"E	313.98'
L2	S25°19'30"W	189.75'
L3	S85°46'58"W	621.51'
L4	S50°23'57"E	295.00'
L5	S33°19'54"W	476.01'
L6	S53°52'59"E	393.98'



US ROUTE 42 (BAY VARIETY)  
WALKWAY (BAY VARIETY)

$\Delta=00^{\circ}47'00''$   
 $R=22958.32'$   
 $L=313.88'$   
 $CHD=S 33^{\circ}43'24'' W 313.88'$

$\Delta=01^{\circ}49'00''$   
 $R=11419.18'$   
 $L=362.07'$   
 $CHD=N 39^{\circ}01'24'' E 362.05'$

$\Delta=12^{\circ}04'35''$   
 $R=1982.44'$   
 $L=117.85'$   
 $CHD=N 42^{\circ}55'38'' E 417.07'$

$\Delta=00^{\circ}37'26''$   
 $R=1977.44'$   
 $L=33.04'$   
 $CHD=N 36^{\circ}24'37'' E 33.04'$

$\Delta=12^{\circ}04'35''$   
 $R=1982.44'$   
 $L=117.85'$   
 $CHD=N 42^{\circ}55'38'' E 417.07'$

SECTION 19  
SECTION 13  
SECTION 14  
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LOT IN OPEN SPACE  
ALLOW BROOKS  
PER ESTATES SECTION ONE  
P.A. 80, PAGE 9-10

SECTION 13  
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## Roadway Maintenance Agreement

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This ROADWAY MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of the latest date of execution, by and between the Township of Union, Warren County, Ohio, an Ohio township (the "Township") and the City of Mason, Warren County, Ohio, an Ohio municipal corporation (the "City"), in accordance with the terms and provisions set forth herein.

### Recitals

WHEREAS, the Township and City have entered into an Annexation Agreement authorized by Union Township Resolution No. 081715-01 and City of Mason Ordinance 2015-91. The territory that is subject to that Agreement is identified on the map attached as Exhibit "A". The annexation of a portion of the territory identified on Exhibit A will result in a section of Bunnell Road, consisting of 1,150 linear feet intersecting and west of U.S. 42 being in the City of Mason, but the remaining section of Bunnell Road remaining in and maintained by Union Township. All other roads in the nearby vicinity are State Routes maintained by ODOT. The parties agree it would be more efficient for the City to contract with the Township to maintain the section of Bunnell Road, consisting of 1,150 linear feet as illustrated in Exhibit "B"; and,

WHEREAS, the City and the Township desire to enter into this Roadway Maintenance Agreement to memorialize the substantive conditions related to the roadway maintenance and roadway capital improvement responsibilities and liability of both the City and the Township as it relates to the Right-of-way illustrated in Exhibit "B" attached hereto and made a part hereof following the annexation of all or any portion of Bunnell Road to the City.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Township and the City agree and bind themselves, their agents, officers, elected officials, employees, and successors, as follows:

1. Scope of Application for this Agreement. The express intent of this Agreement is to define the duties and responsibilities of both parties relating to the performance of all maintenance items as defined herein upon the annexation(s) of all or any portion of Bunnell Road identified on Exhibit "B" to the City. Said maintenance duties and responsibilities shall be limited to the section of the subject right-of-way of Bunnell Road illustrated on Exhibit "B", from the point of beginning of Bunnell Road at the intersection of State Route 42, westward 1,150 linear feet upon and following annexation to the City.
2. Roadway Maintenance. The timing of the maintenance duties and responsibilities shall be identical to the schedule of timing of the maintenance performed by the Township to remaining section of Bunnell Road maintained by the Township.

The following maintenance items shall be the responsibility of the Township from the intersection of Bunnell Road and State Route 42, westward a linear distance of 1,150 feet:

- Pothole repair/patching
- Pavement sealing
- Pavement striping
- Ditching
- Repair and upkeep of all culverts
- Traffic signs
- Berm repair
- Brush control and mowing
- Debris removal
- Snow and ice removal

3. Compensation. The City shall pay the sum of Five Hundred Dollars (\$500.00), annually, as compensation for the Township performing the maintenance duties and responsibilities as set forth herein. The City shall pay the said compensation once a year, and at any time during the calendar year.

4. Roadway Capital Improvements. For the purposes of this Agreement, "Capital Improvement" shall be defined as: "A change, permanent and fixed, consisting more than a routine repair or replacement or restoration." Said Capital Improvement items shall include but are not limited to the following list:

- Road realignment, both horizontal and vertical
- Pavement widening
- Traffic signals and appurtenances
- replacement of culverts
- Resurfacing (including items 446, 448, 402, 403, 404, 301 and 302)

A Capital Improvement shall be the sole responsibility of the City. The decision to make any Capital Improvement will be made only when a situation calls for such an improvement, and said decision will require only the consent and approval of the City.

5. Termination. This Agreement may be terminated by either party, without cause, with 60 days written notice to the other party.

6. Assumption of Risk. As of the effective date of this Agreement, the Township as the party responsible for the roadway maintenance described in Paragraph 2 herein, shall be solely responsible for any and all claims, demands, or causes of action which are in any way related to the roadway maintenance assigned to the Township by this Agreement.

7. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the City and the Township and their respective successors, subject, however, to the specific provisions hereof. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities that are not a party to this Agreement.

8. Severability. In the event that any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder of this agreement, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

9. Captions and headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or section hereof.

10. Amendment. This Agreement may only be amended, revised or altered pursuant to an amendment, in writing, executed by the City and Township and properly promulgated and approved in accordance with their respective legislative authorities, said legislative authorization to be within sixty (60) days of one another.

11. Governing law; venue and dispute resolution. This Agreement shall be governed under the laws of the State of Ohio. The venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement shall be brought in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), and the parties further waive any right to bring or remove such matters in or to any other state or federal court.

**IN EXECUTION WHEREOF**, the Union Township Board of Trustees, has caused this Agreement to be executed on the date stated below by Chris Koch, its President, pursuant to Resolution No. 090915-02 dated September 9, 2015.

UNION TOWNSHIP  
BOARD OF TRUSTEES

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Chris Koch

TITLE: President

DATE: 9/15/2015

Recommended by:

NEIL F. TUNISON, P.E., P.S.  
WARREN COUNTY ENGINEER,

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

Date: 9/15/15

Prepared and approved as to form by:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO &  
LEGAL COUNSEL FOR UNION TOWNSHIP

By: Bruce A. McGary  
Bruce A. McGary, Asst. Prosecutor

Date: 9/15/15

IN EXECUTION WHEREOF, the City of Mason, has caused this agreement to be executed by Eric Hansen, its City Manager, on the date stated below, as authorized by and pursuant to the Charter and ordinances of the City of Mason and laws of the state of Ohio, dated Sept. 18, 2015.

CITY OF MASON

SIGNATURE: 

PRINTED NAME: Eric Hansen

TITLE: City Manager

DATE: Sept. 18, 2015

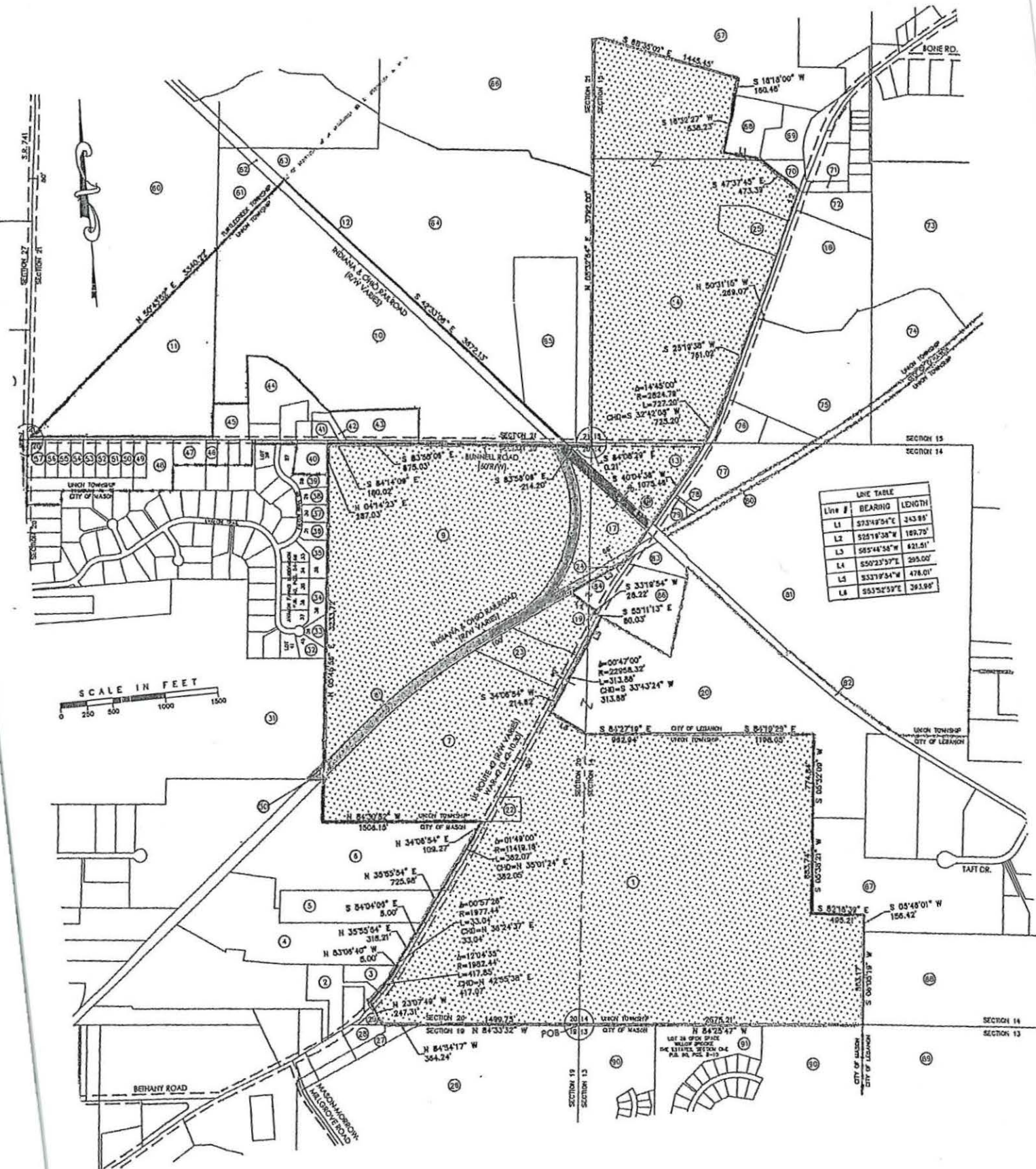
Approved as to form and correctness:

Law Director for the City of Mason

By: 

Name: Jeffrey D. Forbes

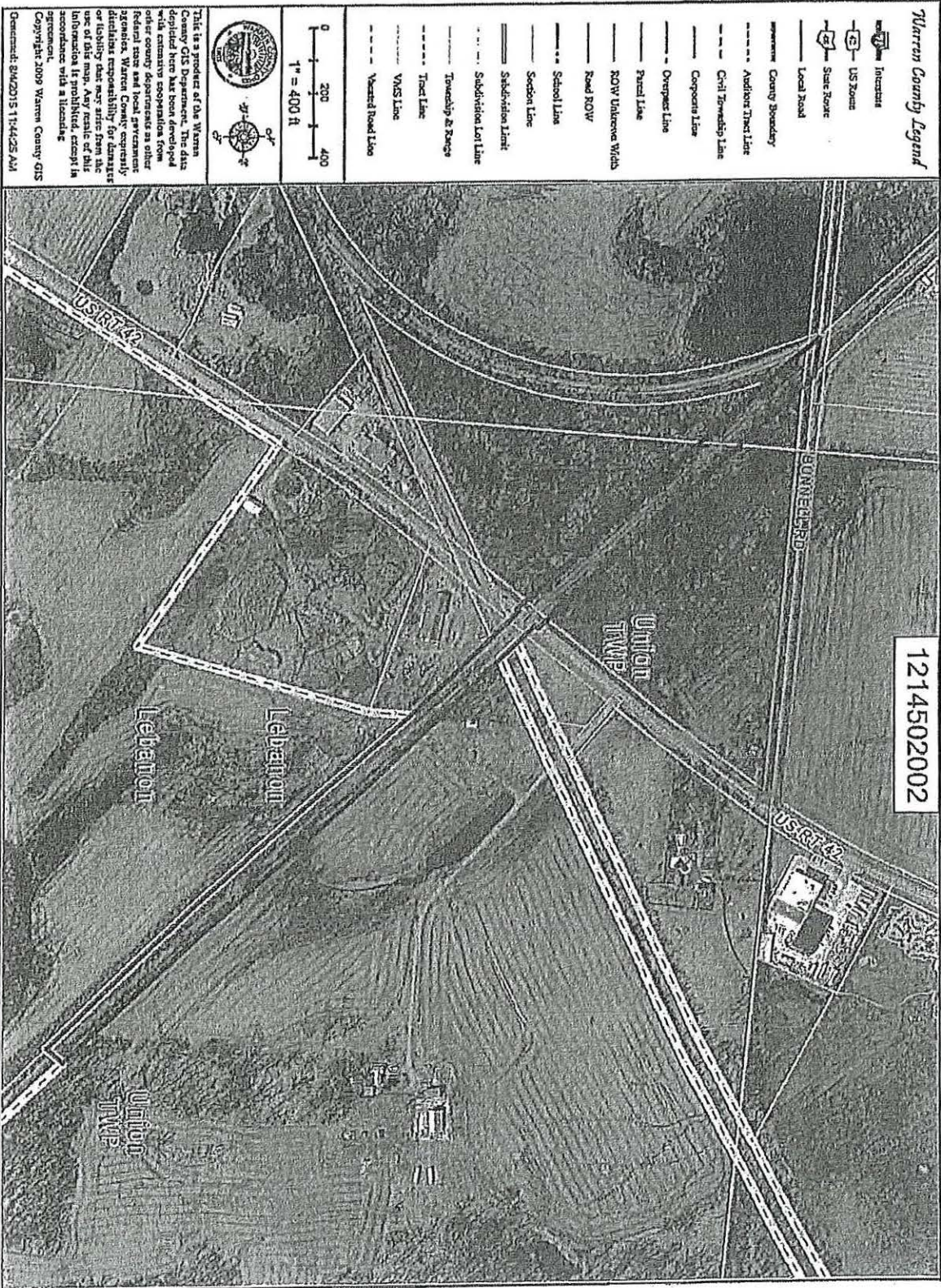
Date: Sept. 18, 2015



LINE #	BEARING	LENGTH
L1	S 73°49'54\" E	343.88'
L2	S 55°18'58\" W	169.79'
L3	S 55°44'58\" W	421.51'
L4	S 50°23'57\" E	295.00'
L5	S 33°19'54\" W	478.01'
L6	S 53°52'59\" E	361.99'



LET 28 BE OPEN SPACE  
UNLESS PROVED  
THE OPPOSITE BEING ONE  
FOR ALL PAGES 2-13



-007

RECEIVED

LIST OF ALL TRACTS, LOTS OR PARCELS INSIDE AND ADJACENT TO  
AND/OR ACROSS THE ROAD FROM THE TERRITORY TO BE ANNEXED

2022 NOV -4 PM 3:02

WARREN COUNTY  
COMMISSIONERS

Ohio Revised Code §709.02(D)

Proposed Annexation of 137.419 Acres in Union Township,  
to the City of Mason, Warren County, Ohio

<u>Name of Owner</u>	<u>Mailing Address</u>	<u>Parcel Number</u>
AMSS 3, LLC	227 Cincinnati Avenue Lebanon, OH 45036	12-14-100-001
City of Mason, Ohio	6000 Mason-Montgomery Rd. Mason, OH 45040	12-15-300-016
		12-15-300-015
		12-14-100-011
		12-20-200-015
Indiana & Ohio Railway Company	200 Meridian Centre, Suite 300 Rochester, NY 14618	12-14-502-002
		12-20-502-004
Ridgeview, LLC	3675 Taft Drive Lebanon, OH 45036	12-15-101-001
		12-15-300-011
		12-15-300-013
		12-21-200-001
Dakin Kinkaid Nicole Dona	2628 S SR 42 Lebanon, OH 45036	12-15-300-002
Jessica L. Tate Casey Steven Campbell	2652 SR 42 Lebanon, OH 45036	12-15-300-005
RDJ Holdings LLC	2752 SR 42 Lebanon, OH 45036	12-15-300-009
The Golf Ranch, Inc.	3038 SR 42 Lebanon, OH 45036	12-15-300-023
JoyMart, LLC	PO Box 382 Lebanon, OH 45036	12-15-300-021

<u>Name of Owner</u>	<u>Mailing Address</u>	<u>Parcel Number</u>
Kevin J. O'Sullivan	3038 Route 42	12-14-100-019
Tina M. O'Sullivan	Lebanon, OH 45036	12-14-100-020
		12-14-100-022
The Highlands at Heritage Hill Community Association	4234 Mason Pointe Drive Suite 100 Mason, OH 45040	12-14-100-021
City of Lebanon	50 S. Broadway Lebanon, OH 45036	12-14-502-001
Jeffrey D. Benson	4085 SR 741 Lebanon, OH 45036	12-14-100-007
AMSS 2, LLC	227 Cincinnati Avenue Lebanon, OH 45036	12-21-300-011
Bunnell Road Farms, Ltd.	PO Box 498074 Cincinnati, OH 45249	12-21-400-003
		12-21-400-004



**STATEMENT BY AGENT OF TERRITORY SOUGHT TO BE ANNEXED  
TO THE CITY OF MASON, OHIO**

PROPOSED ANNEXATION: 137.419 Acres in Union Township, Warren County, Ohio  
to the City of Mason, Ohio

PETITIONERS' AGENT

Jeffrey D. Forbes  
Wood & Lamping  
600 Vine Street, Suite 2500  
Cincinnati, OH 45202  
(513) 852-6000

ATTORNEY FOR AGENT

Catherine A. Cunningham, Esq.  
**Kegler, Brown, Hill & Ritter**  
65 East State Street  
Columbus, Ohio 43215  
(614) 462-5486  
E-mail: ccunningham@keglerbrown.com

IDENTIFICATION OF OWNERS OF PROPERTY IN ANNEXATION TERRITORY:

<u>Name of Owner</u>	<u>Address of Property in Annexation Territory</u>	<u>Parcel Number</u>
AMSS 3, LLC	3011 Route 42 Mason, OH 45040	12-14-100-001
City of Mason, Ohio	2711 S. Route 42 Lebanon, OH 45036	12-15-300-016
	Route 42 Lebanon, OH 45036	12-15-300-015
Indiana & Ohio Railroad Company	US Route 42 Mason, OH 45040	12-14-502-002

NUMBER OF OWNERS OF TERRITORY SOUGHT TO BE ANNEXED: 3

NUMBER OF OWNERS IN ANNEXATION TERRITORY  
INCLUDED IN DETERMINING THE NUMBER OF OWNERS  
NEEDED TO SIGN THE ANNEXATION PETITION (R.C. 709.02(E)): 1

NUMBER OF NEEDED OWNERS THAT SIGNED  
THE ANNEXATION PETITION: 1

NUMBER OF OWNERS THAT SIGNED THE ANNEXATION PETITION 2

The annexation petition is signed by 100% of the owners of real estate in the territory proposed for annexation as determined and required by R.C. 709.02 and the City of Mason who is an owner permitted, but not required, to sign.

**FINAL REPORT**  
**WARREN COUNTY ENGINEERS OFFICE**  
**TAX MAP DEPARTMENT**  
**ANNEXATION REVIEW REPORT**  
(In Accordance with O.R.C. 709.031)  
**"EXHIBIT F"**

Annexation to: MASON  
Filed by: J.W. SMITH

Date Filed: 11-1-22  
Total Acreage: 137.419

**I. MAP CONTENTS**

- |   |                                     |    |   |
|---|-------------------------------------|----|---|
| a) Section-Town-Range, or Military Survey, County, and State  | <input checked="" type="checkbox"/> | NO | N/A                                     |
| b) Boundary of Territory proposed for annexation to be in bold lines for ease in identification                 | <input checked="" type="checkbox"/> | NO | N/A                                     |
| c) Lengths and bearings of the boundary of the territory. (May be obtained from county records)                 | <input checked="" type="checkbox"/> | NO | N/A                                     |
| d) All roads and streets.   | <input checked="" type="checkbox"/> | NO | N/A                                     |
| e) All existing corporation lines.  | <input checked="" type="checkbox"/> | NO | N/A                                     |
| f) All section, quarter section or VMS lines correctly labeled.   | <input checked="" type="checkbox"/> | NO | N/A                                     |
| g) All property lines.  | <input checked="" type="checkbox"/> | NO | N/A                                     |
| h) Names of all allotments within the territory with plat book and page as recorded in the County plat records. | <input checked="" type="checkbox"/> | NO | N/A                                     |
| i) Lot numbers on plotted property.   | <input type="checkbox"/>            | NO | <input checked="" type="checkbox"/> N/A |
| j) On unplotted property, the names of owners and deed reference with the acreage and dimensions.               | <input checked="" type="checkbox"/> | NO | N/A                                     |
| k) Annexation must be contiguous to 5% of existing corp. line <u>~10%</u>                                       | <input checked="" type="checkbox"/> | NO | N/A                                     |

**II. LEGEND CONTENTS**

- |   |                                     |    |     |
|---|-------------------------------------|----|-----|
| a) Formal identification of territory   | <input checked="" type="checkbox"/> | NO | N/A |
| b) Total acreage in annexation territory with acreage breakdown of each individual parcel.  | <input checked="" type="checkbox"/> | NO | N/A |
| c) Lengths of each road in territory  | <input checked="" type="checkbox"/> | NO | N/A |
| d) North arrow  | <input checked="" type="checkbox"/> | NO | N/A |
| e) Scale of map   | <input checked="" type="checkbox"/> | NO | N/A |
| f) Date and name of surveyor with certification, preparer of map shall state if map and description are prepared by new survey or if prepared by existing deeds and plats of records. | <input checked="" type="checkbox"/> | NO | N/A |
| g) Vicinity map to designate location of annexation.  | <input checked="" type="checkbox"/> | NO | N/A |

**III. OTHER REQUIREMENTS**

- |   |                                     |    |     |
|---|-------------------------------------|----|-----|
| a) Map on 24" x 36" mylar or linen reproducible   | <input checked="" type="checkbox"/> | NO | N/A |
| b) Accurate map   | <input checked="" type="checkbox"/> | NO | N/A |
| c) Description accurate and in accordance with plat   | <input checked="" type="checkbox"/> | NO | N/A |
| d) Number of property owners in territory   | <input checked="" type="checkbox"/> | NO | N/A |
| e) Number of property owners signing the petition   | <input checked="" type="checkbox"/> | NO | N/A |
| f) Signature Block for Warren County Commissioners  | <input checked="" type="checkbox"/> | NO | N/A |
| g) Signature Block for City or Village Officials  | <input checked="" type="checkbox"/> | NO | N/A |
| h) Signature Block for Warren County Auditor  | <input checked="" type="checkbox"/> | NO | N/A |
| i) Signature Block for Warren County Recorder   | <input checked="" type="checkbox"/> | NO | N/A |
| j) List parcels within and adjacent to annexation area. Include names, addresses and parcel numbers. This list should be contained in the petition. | <input checked="" type="checkbox"/> | NO | N/A |

Engineer's Office Comments: ① WILL CREATE A SEGMENT OF ROAD IN MASON.

Reviewed by: BOB FOX Date: 11-3-22

*Nell F. Tunison*  
Nell F. Tunison P.E., P.S.  
Warren County Engineer

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

# Resolution

Number 22-1726

Adopted Date November 08, 2022

APPROVE ANNEXATION OF 137.419 ACRES TO THE CITY OF MASON, JEFFERY FORBES, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Jeffrey Forbes, Agent to annex 137.419 acres to the City of Mason filed on the 24<sup>th</sup> day of October 2022; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.


NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 8<sup>th</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Jeffrey Forbes, Agent  
RZC  
Auditor \_\_\_\_\_  
City of Mason

RPC  
Map Room  
Annexation file  
Union Township

AUTHORIZE COUNTY ADMINISTRATOR OR DEPUTY COUNTY ADMINISTRATOR TO SIGN ALL DOCUMENTS RELATIVE TO THE OPIOID LITIGATION- NATIONAL SETTLEMENTS WITH CVS, WALGREENS, WALMART, TEVA AND ALLERGEN

WHEREAS, Warren County has been participating in the One Ohio Opioid Settlement with the Big Three Distributors and Johnson and Johnson; and

WHEREAS, as part of that continued litigation there have been settlements negotiated with CVS, Walgreens, Walmart, Teva and Allergen; and

WHEREAS, as part of the continued litigation with the five aforementioned companies, additional documents will be required to be signed; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator or the Deputy County Administrator to sign all documents relative to the Opioid Litigation with CVS, Walgreens, Walmart, Teva and Allergen.

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

M  
M  
M

Resolution adopted this 7<sup>th</sup> day of February, 2023.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

Tz/i/omb/Opioid Litigation CVS Walgreens Walmart Teva Allergen

Cc: Litigation file  
T. Zindel  
Frank Gallucci, Attorney

HIRE JENA SHORT AS CUSTOMER ADVOCATE I WITHIN OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to hire <sup>Jena</sup>~~Jenna~~ Short, as Customer Advocate I within OhioMeansJobs Warren County, classified, full-time permanent, non-exempt status, Pay Range #14, \$20.25 per hour, effective February 27, 2023, subject to a negative background check, drug screen, and a 365-day probationary period.

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 February 2022.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)  
J. Short's Personnel file  
OMB-Sue Spencer

HIRE WARD JONES AS CUSTOMER ADVOCATE I WITHIN OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to hire Ward Jones, as Customer Advocate I within OhioMeansJobs Warren County, classified, full-time permanent, non-exempt status, Pay Range #14, \$20.25 per hour, effective February 21, 2023, subject to a negative background check, drug screen, and a 365-day probationary period.

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 February 2022.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)  
W. Jones' Personnel file  
OMB-Sue Spencer

ACCEPT RESIGNATION OF MISTY TREADWAY, COMPLIANCE CASEWORKER III,  
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,  
CHILDREN SERVICES DIVISION, EFFECTIVE FEBRUARY 16, 2023  
19

BE IT RESOLVED, to accept the resignation, of Misty Treadway, Compliance Caseworker III,  
within the Warren County Department of Job and Family Services, Children Services Division,  
effective February 17, 2023.

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

Mr.  
Mr.  
Mr.

Resolution adopted this day of February 2023.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

cc: Children Services (file)  
M. Treadway's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

APPROVE PAY INCREASE FOR LISA BENTON, COMPLIANCE SUPERVISOR WITHIN  
WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director has requested an increase for Ms. Benton due to restructuring as the department will not be replacing a compliance caseworker and shifting the primary duties to Ms. Benton; and

NOW THEREFORE BE IT RESOLVED, to approve pay increase for Lisa Benton, Compliance Supervisor, within Warren County Job and Family Services, Child Services Division, \$2,404.00 bi-weekly, effective pay period beginning February 11, 2023.

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 September 2022.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

cc: Children Services (file)  
Lisa Benton's Personnel file  
OMB – Sue Spencer



APPROVE THE 2023 PAYROLL ADDENDUM FOR POLICE PROTECTION WITH THE KINGS SCHOOL DISTRICT, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

BE IT RESOLVED, to approve the 2023 Addendum for Police Protection with the Kings School District, on behalf of the Warren County Sheriff's Office as 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 \_\_\_\_\_ 2023.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

cc: *cla-* Kings School District  
Sheriff (file)  
Commissioners (file)

JAN 03 '23 RCV

RECEIVED 01000000

ATTACHMENT A  
2023 PAYROLL ADDENDUM

School Resource Deputy Agreement between the Sheriff of Warren County, Ohio and the Kings School District, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced agreement relative to the number of and the compensation for the services of School Resource Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2023 and continuing through midnight on December 31, 2023.

**2023 Kings SRO Enforcement**


Salaries				\$222,214.00
Overtime				\$8,500.00
PERS	18.10%	\$230,714.00		\$41,759.00
Benefits				\$19,768.00
<i>Single / Base</i>	1	\$547.49	\$5,474.90	
<i>Family / Base</i>	1	\$1,429.32	\$14,293.20	
<i>Couple / Base</i>	0	\$719.91	0.00	
<i>Waive</i>	5	\$0.00	\$0.00	
Worker's Comp	2%	\$230,714.00		\$4,614.00
Medicare	1.45%	\$230,714.00		\$3,345.00
Total				\$300,201.00


These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

**FIRST QUARTER INVOICE:       \$75,050.00**  
**FIRST QUARTER INVOICE:       \$75,050.00**  
**FIRST QUARTER INVOICE:       \$75,050.00**  
**FIRST QUARTER INVOICE:       \$75,050.00**


All other conditions and terms shall remain in effect.

In witness where of, the parties have hereunto set their hands on this 10 day of January, 2023, at Warren Co., Ohio

  
 \_\_\_\_\_  
 Sheriff Larry L. Sims

  
 \_\_\_\_\_  
 Mike Morrow, Treasurer

**APPROVED AS TO FORM**

  
 \_\_\_\_\_  
 Adam M. Nice  
 Asst. Prosecuting Attorney

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
FEBRUARY 9, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
February 9, 2023.

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 \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

/tao

cc: Auditor \_\_\_\_\_  
Commissioners' file  
Press

ENTER INTO A CONTRACT WITH OHIO DEPARTMENT OF HEALTH FOR THE TUBERCULOSIS FUNDING ON BEHALF OF THE WARREN COUNTY COMBINED HEALTH DISTRICT

BE IT RESOLVED, to approve and enter into a contract with Ohio Department of Health for the Tuberculosis funding on behalf on the Warren County Combined Health District; said 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 7<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

cc: c/a—Ohio Department of Health  
Health Dept (file)  
OMB

**OHIO DEPARTMENT OF HEALTH  
SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")
Bureau of Infectious Diseases, TB & HAI/AR Program
Sarah Mitchell, TB & HAI/AR Program Manager ("ODH Agreement Manager")
246 N. High Street, 2nd Floor
Columbus, Ohio 43215
614-387-0652
Sarah.Mitchell@odh.ohio.gov

AND

Warren County Board of County Commissioners ("Subrecipient")
President, Commissioner Tom Grossmann ("Authorized Representative")
416 South East Street
Lebanon, Ohio 45036
(513) 695-1250
Tom.Grossmann@co.warren.oh.us
Vendor OAKS #- 52991 -1

For the purpose of this Agreement, the term "Party" or "Parties" may be used to refer to either ODH and/or Subrecipient individually or collectively. Two (2) hardcopies of this Agreement should be signed by Subrecipient and returned along with required attachments (see §3) to ODH, ATTN: Paul Maragos, Contract Unit, 246 North High Street, Columbus, Ohio 43215, within fourteen (14) days of receipt at the above address. A copy of the executed Agreement shall be returned to the Subrecipient's Authorized Representative.

- PURPOSE & OBJECTIVE.** The Ohio Department of Health (ODH) will use these Uniting for Ukraine (U4U) TB Program Supplemental funds to support local TB Control Unit (LTCU) activities related to screening, evaluation, and treatment of latent TB infection (LTBI) and TB disease for Ukrainian Humanitarian Parolees (UHPs) to reduce morbidity and mortality caused by TB.

This project furthers ODH Bureau of Infectious Diseases objective to prevent and control the spread of TB within Ohio through active surveillance, detection, treatment, education, and identification of high-risk populations.

- EFFECTIVE DATE OF THE AGREEMENT.** This Agreement is in effect (the "Agreement Period") from the date of execution by the Director of ODH, whichever is later ("Agreement Beginning Date") through 12/31/2022 ("Agreement Ending Date"), unless this Agreement is renewed, suspended or terminated pursuant to the provisions of this Agreement prior to the termination date. Any reference to the Agreement Period shall include any renewal term (if any).

**3. AGREEMENT FUNDING.**

3.1. Agreement Funding Source:

CDC - Tuberculosis Elimination and Laboratory Cooperative Agreement

3.2. Grant Award Number:

6 NU52PS910184-03-04

3.3. CFDA Number:

93.116

3.4. Ohio Statute Authorizing Administration of the Program:

O.R.C. 3701.04(A)(4) & 3701.146

4. ATTACHMENTS & ACKNOWLEDGEMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

Subrecipient affirms that they have read and understand and agree to be bound by the Scope of Work, Deliverables & Compensation terms in §6 below, and by the Agreement Terms and Conditions in §7 below;

If Subrecipient is not currently a registered vendor with the State of Ohio, Subrecipient must register online using the OAKS Supplier Self-Registration module at [www.supplier.obm.ohio.gov](http://www.supplier.obm.ohio.gov);

Subrecipient must submit with this a budget or expense report;

Subrecipient certifies that it is an organization eligible to receive this grant from ODH by certifying it is either a State, Local and Indian Tribal Government, institution of higher education, non-profit organization (including faith-based, community-based, or tribal organization), or hospital;

If Subrecipient does not currently have an assigned Dun and Bradstreet (D&B) Universal Numbering System (DUNS) number. Subrecipient shall immediately take steps to obtain one as soon as possible;

Subrecipient must submit with this Agreement verification of any required licenses, registrations or other qualifications required by this Agreement or relevant Request for Proposal;

Subrecipient certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and

Effective March 28, 2019, if the Agreement Funding Source identified in §3.1. of this Agreement is any of the following listed funding sources, Subrecipient must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Subrecipient become nor is Subrecipient currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

- Violence Against Women Act;
- Breast and Cervical Cancer Mortality Prevention Act;
- Infertility prevention project;
- Minority HIV/AIDS initiative; or
- State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

5. FEDERAL NOTICE OF AWARD RESTRICTIONS, DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement.

- 5.1. Audit Requirements: If 45 CFR 75 Subpart F applies, subrecipients receiving CDC funds under this Agreement must meet applicable audit requirements set forth in 45 CFR 75.
- 5.2. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

Ryan Springer, MBA  
 Grants Management Specialist | Branch I, IDSB  
 Office of Grants Services (OGS)  
 Centers for Disease Control and Prevention (CDC)  
 Office: (678) 475-4693  
 Email: [RSpringer@cdc.gov](mailto:RSpringer@cdc.gov)

AND

U.S. Department of Health and Human Services  
Office of the Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC 20201  
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement must be included in all sub-awards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371.

Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31U.S.C. 3321).

*Remainder of Page Left Intentionally Blank. Signature Page Immediately Follows.*

*IN WITNESS WHEREOF*, the Parties by signing below indicate their agreement to this Agreement.

**SUBRECIPIENT**

**OHIO DEPARTMENT OF HEALTH**

\_\_\_\_\_  
[Signature, Blue Ink Please]

\_\_\_\_\_  
Bruce Vanderhoff, MD, MBA, Director of Health

\_\_\_\_\_  
[Print Name & Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Remainder of Page Left Intentionally Blank. Scope of Work, Deliverables & Compensation & General Terms and Conditions Immediately Follow this Page.*

**APPROVED AS TO FORM**



**Adam M. Nice  
Asst. Prosecuting Attorney**



6. SCOPE OF WORK, DELIVERABLES & COMPENSATION.

	<p align="center"><b>Scope of Work and/or Deliverables</b> <b>(Due Date and Compensation only noted if Applicable or Required)</b></p>	<p align="center"><b>Due Date</b></p>	<p align="center"><b>Compensation</b></p>
	<p>During the Agreement Period, Subrecipient and ODH agree that Subrecipient shall complete the following and ODH shall compensate Subrecipient as indicated:</p>		
<p>6.1.</p>	<p>Completion of the Aggregate Report for Tuberculosis Program Evaluation (ARPE) Targeted Testing and Treatment for Latent Tuberculosis Infection (LTBI) document. Data must include:</p> <ul style="list-style-type: none"> <li>• Total number of people tested</li> <li>• Where laboratory testing performed</li> <li>• Number of people evaluated for TB disease</li> <li>• Number of people treated for LTBI</li> <li>• Number of LTBI completing treatment</li> <li>• Number of people treated for TB disease</li> <li>• Number of people completing TB disease treatment</li> </ul>	<p align="center">12/31/2022</p>	<p align="center">\$ <u>8,143.00</u></p>
<p>6.2.</p>	<p>Completion of the Report of a Verified Case of Tuberculosis (RVCT) data for any identified TB disease cases among the UHP which must be entered into the Ohio Disease Reporting System. Uniting for Ukraine cases will be marked with "U4UKRAINE" in the "Other, specify" free text field under Additional/Other TB Risk Factors in the RVCT.</p>	<p align="center">12/31/2022</p>	<p align="center">\$ _____</p>
<p>6.3.</p>	<p>Subrecipients shall submit an invoice related to the costs of work associated with this agreement. Mandatory requirements on invoice:</p> <ol style="list-style-type: none"> <li>1. Time period when work was performed (5/21/2022-12/31/2022).</li> <li>2. Total number of people tested.</li> <li>3. Total number diagnosed with LTBI.</li> <li>4. Total number diagnosed with TB disease.</li> <li>5. Description of services provided (e.g., outpatient services related to TB control and clinical care (e.g., Interferon Gamma Release Assay (IGRA) testing, tuberculin skin testing, chest radiography, medical evaluation, treatment; procurement and provision of medications for the treatment of LTBI and TB disease; and reasonable program purposes, including personnel, travel, supplies, and services).</li> </ol>	<p align="center">12/31/2022</p>	<p align="center">N/A</p>
<p><b>TOTAL AGREEMENT AMOUNT</b></p>			<p align="center"><b>\$<u>8,143.00</u></b></p>

*Remainder of Page Left  
Intentionally Blank. Terms & Conditions Immediately Follow this Page.*

## 7. AGREEMENT TERMS AND CONDITIONS.

- 7.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Subrecipient agrees to perform, and ODH agrees to pay Subrecipient, in accordance with the terms of this Agreement.
- 7.2. Scope of Work, Deliverables, and Compensation. Subrecipient shall provide work, services, products and deliverables in the time and manner and for the compensation specified in §6 and any attachment specified or incorporated into this Agreement.
- 7.2.1. Compensation. In consideration of the Scope of Work and Deliverables specified in §6, ODH agrees to pay the Compensation as set forth in §6 for a total not to exceed the Total Agreement Amount. ODH will compensate Subrecipient upon the successful completion of each deliverable, in accordance with §6 of this Agreement.
- 7.2.1.1. Indirect Rate. ODH must budget for and pay Subrecipient its full federally-negotiated Facilities and Administrative Costs ("F&A") rate on the entire amount of the subaward (unless specifically excepted in the federal award notice). If Subrecipient has no negotiated rate, 10% of the subaward's Modified Total Direct Cost must be paid as the F&A rate, unless Subrecipient is able to direct charge 100% of their costs and has no indirect costs.
- 7.2.2. Total Agreement Amount. The Total Agreement Amount, as indicated in §6, includes the cost for all services, travel, or any other expenses that Subrecipient may incur as a result of Subrecipient's performance of this Agreement.
- 7.2.2.1. In the event that §6 specifically allows ODH to reimburse Subrecipient for travel and other related expenses, ODH will reimburse Subrecipient for those expenses in accordance with this section. Travel and travel-related expenses must be pre-approved by Agreement Manager in advance of travel and may not exceed the amounts specified for the State Fiscal Year. Subrecipient may invoice ODH for reimbursement of travel and travel-related expenses no later than thirty days after the travel occurred. Subrecipient must invoice travel expenses separate from invoices for services and work. Reimbursement for authorized travel and other related expenses shall be limited to actual and necessary expenses as specified in the O.R.C. 126.31 and O.R.C. 126.32 and the provisions of the Ohio Administrative Code ("O.A.C.") 126-1-02. Subrecipient shall submit all claims/travel invoices to the Agreement Manager for approval prior to submitting a claim for reimbursement. ODH will not reimburse Subrecipient for any other expenses except as specifically provided in this Agreement. For the purpose of determining allowable travel expenses, Subrecipient's headquarters shall be Franklin County, Ohio.
- 7.2.2.2. Subrecipient shall not submit claims for expenses which do not meet the requirements specified or directly related to work in §6.
- 7.2.3. Subrecipient shall monitor the work under this Agreement and shall not accept an assignment under this Agreement if it will cause or is reasonably likely to cause the Compensation specified in §6 to exceed the Total Agreement Amount for the Agreement Period.
- 7.2.4. Subrecipient waives the interest provisions of O.R.C. 126.30.
- 7.2.5. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
- 7.2.6. Funds Availability. Subrecipient understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. If the Ohio General Assembly or other Agreement Funding Source fails at any time to continue funding ODH for the Compensation specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source.
- 7.2.7. ODH will not compensate Subrecipient for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met ODH will not compensate Subrecipient for any work performed after the Agreement Ending Date, as applicable.

7.2.8. Invoices. Subrecipient shall invoice ODH in accordance with §6 for work or services Subrecipient provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will reimburse Subrecipient within thirty (30) days of receipt of a valid invoice for the amount of payment due pursuant to O.A.C. 126-3-01. ODH shall return any invalid or incomplete invoice to Subrecipient within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Subrecipient no later than thirty (30) days after the end of the Agreement Period.

7.2.8.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Subrecipient by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Subrecipient is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at [www.supplier.obm.ohio.gov](http://www.supplier.obm.ohio.gov).

7.2.9. Subrecipient shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Subrecipient for the purpose of assisting Subrecipient's performance.

7.2.10. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Subrecipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Subrecipient shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Subrecipient.

7.2.11. If the Agreement Funding Source identified in §3.1. of this Agreement is any of the following listed funding sources, Subrecipient certifies that Subrecipient does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

7.2.11.1. Violence Against Women Act;

7.2.11.2. Breast and Cervical Cancer Mortality Prevention Act;

7.2.11.3. Infertility prevention project;

7.2.11.4. Minority HIV/AIDS initiative; and/or

7.2.11.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

Any violation or failure to comply with this section shall be treated as a material breach of this Agreement.

### 7.3. Time of Performance & Amendments.

7.3.1. Agreement Period; Extension. Upon approval by ODH and, if required, the Controlling Board, this Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement. Any extensions or renewals are subject to sections 7.2.6 and 7.5.3.

7.3.1.1. Biennium Year. In the event that the term of this Agreement Period spans the State of Ohio biennium ending on June 30<sup>th</sup> of an odd-numbered year, e.g. June 30, 2015, then this Agreement will terminate on the last day of that biennium. At that time, ODH may unilaterally extend the Agreement by giving Subrecipient written notice. Until such notice is given, Subrecipient is subject to §7.3.3 below.

7.3.2. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written

amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

7.3.3. Pursuant to O.R.C. 126.07, this Agreement is not valid nor enforceable in any fiscal year unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, in an amount at least equal to the current fiscal year funding specified for each fiscal year that comprises the Total Agreement Amount. Subrecipient shall not perform nor charge ODH for any work performed by Subrecipient in the time period prior to receiving written notification from ODH that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. Subrecipient shall neither perform work nor submit an invoice for payment for any Agreement performance after the Agreement Ending Date.

7.4. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to Subrecipient. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Subrecipient if ODH (i) discovers any illegal conduct on the part of Subrecipient; (ii) discovers any violation of §7.7 of this Agreement regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation of §7.13 regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §7.2.11; (v) is subject to a loss of funding as specified in §7.2.6; (vi) discovers that Subrecipient or any of its subcontractors has performed any services under this Agreement in §7.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Subrecipient. If at any time during the Agreement Period a bankruptcy or similar proceeding has been filed by or against Subrecipient, Subrecipient shall immediately notify ODH of the filing.

7.4.1. Subrecipient to Cease Work and Other Agreement Activities. Subrecipient, upon effective date of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require.

7.4.2. Determining Compensation after Agreement Suspension or Termination. Except in the instances of material breach or default as indicated in §7.5, Subrecipient shall be entitled to compensation in the event of suspension or termination under this Agreement, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the compensation set forth in §6 and §7.2, less any funds previously paid by or on behalf of ODH. In the case of services for which Subrecipient's compensation is based upon a fixed fee per deliverable, compensation shall be based on a reasonable percentage of the total services performed, as determined by ODH, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Subrecipient shall not exceed the total amount of compensation allowed by this Agreement.

#### 7.5. Breach or Default.

7.5.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §4, §7.2.11 and §7.12, ODH may unilaterally terminate this Agreement without compensation to Subrecipient as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that ODH offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.

7.5.2. Upon breach or default by Subrecipient of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.

7.5.3. If ODH or Subrecipient fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §6, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.

7.5.4. A breach or default based upon Subrecipient's failure to comply with §7.12 is subject to that section with regard to Agreement termination, sanctions, and damages.

7.6. Independent Subrecipient. Subrecipient acknowledges and agrees any individual providing personal services under this agreement is not a public employee (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Subrecipient's end product, ODH does not control the manner in which Subrecipient performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Subrecipient assumes responsibility for tax liabilities that result from compensation paid to Subrecipient by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Subrecipient to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).

7.7. Conflict of Interest and Ethics Laws.

7.7.1. Neither Subrecipient nor any officer, member or employee of Subrecipient shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.

7.7.2. Subrecipient hereby covenants that neither Subrecipient, nor any officer, member, or employee of Subrecipient, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.

7.7.3. Subrecipient shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Subrecipient shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.

7.7.4. Subrecipient hereby covenants that Subrecipient and any officer, member or employee of Subrecipient are in compliance with O.R.C. 102.04 and that if Subrecipient is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.

7.7.5. Subrecipient hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.

7.7.6. Subrecipient hereby certifies and affirms that, as applicable to Subrecipient, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Subrecipient's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Subrecipient shall return to ODH all monies paid to Subrecipient under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

7.8. Nondiscrimination and Equal Employment Opportunity.

7.8.1. In carrying out this Agreement, Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Subrecipient shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:

7.8.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

7.8.1.2. Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment;

7.8.1.3. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see [www.lep.gov](http://www.lep.gov)), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;

- 7.8.1.4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
  - 7.8.1.5. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
  - 7.8.1.6. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
  - 7.8.1.7. If grant funding is from the U.S. Department of Justice ("DOJ"), subrecipients must also comply with the following laws and regulations which prohibit discrimination on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, or disability in the provision of services and employment practices:
    - 7.8.1.7.1. The nondiscrimination provision of the Violence Against Women Act of 1994, as amended (42 U.S.C. § 13925(b)(13));
    - 7.8.1.7.2. 28 C.F.R. pt. 42, subpt. C (the DOJ regulations implementing Title VI of the Civil Rights Act of 1964);
    - 7.8.1.7.3. 28 C.F.R. pt. 54 (the DOJ regulations implementing Title IX of the Education Amendments of 1972);
    - 7.8.1.7.4. 28 C.F.R. pt. 42, subpt. G (the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973); 28 C.F.R. pt. 42, subpt. I (the DOJ regulations implementing the Age Discrimination Act of 1975);
    - 7.8.1.7.5. 28 C.F.R. pt. 38 (the DOJ regulations on the Equal Treatment for Faith-Based Organizations);
    - 7.8.1.7.6. Ex. Order No. 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and
    - 7.8.1.7.7. Ex. Order No. 13559 (Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations).
  - 7.8.1.8. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 7.9. "Sweatshop Free" Certification. Subrecipient hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Subrecipient in furnishing the supplies or services pursuant to this Agreement. If it is determined that Subrecipient's certification of this requirement is false or misleading, then Subrecipient understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 7.10. Records, Documents and Information. All records, documents, writings or other information produced or used by Subrecipient in the performance of this Agreement shall be treated according to the following terms:
- 7.10.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Subrecipient. Where there is a question as to whether information is public or private, ODH shall make the final determination. Subrecipient shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Subrecipient agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the Agreement period a proceeding has been filed by or against Subrecipient which would compel disclosure of private information under this Agreement, Subrecipient shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Subrecipient for work under this Agreement.
  - 7.10.2. Pursuant to Section 149.43 of the Ohio Revised Code, all proprietary information of Subrecipient shall be held to be strictly confidential by ODH. Proprietary information is information which, if made public, would put Subrecipient at a disadvantage in the market place and trade of which Subrecipient is a part. Subrecipient is responsible for notifying ODH of the nature of the information prior to its release to ODH.

ODH reserves the right to require reasonable evidence of Subrecipient's assertion of the proprietary nature of any information to be provided.

- 7.10.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Subrecipient shall be retained and made available by Subrecipient for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Subrecipient shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 7.11. Disclosure of Personal Health Information. Subrecipient hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Subrecipient will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Subrecipient shall comply with 45 C.F.R.164.504(e)(2)(ii). Subrecipient shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Subrecipient hereby agrees that anytime information is provided or made available to any sub-Subrecipient or agent, Subrecipient must enter into a subcontract with the sub-Subrecipient or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Subrecipient must obtain ODH approval prior to entering into such agreements. Further, Subrecipient agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Subrecipient's obligations under this Agreement.
- 7.12. Prohibition of the Expenditure of Public Funds for Offshore Services. No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Agreement. Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Subrecipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Subrecipient must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Subrecipient understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, if the Subrecipient changes the location(s) disclosed on the Affirmation and Disclosure Form, Subrecipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.
- 7.12.1. Termination, Sanction, Damages. If Subrecipient or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Subrecipient or any of its subcontractors perform any such services, Subrecipient shall immediately return to ODH all funds paid for those services. ODH may also recover from Subrecipient all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Subrecipient performing services outside the United States.
- 7.12.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Subrecipient. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- 7.12.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of % of the value of the Agreement.
- 7.12.4. ODH, in its sole discretion, may provide written notice to Subrecipient of a breach and permit Subrecipient to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Subrecipient any costs associated with acquiring those substitute services.

- 7.12.5. Notwithstanding ODH permitting a period of time to cure the breach or Subrecipient's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Subrecipient performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 7.13. Drug Free Workplace. Subrecipient shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Subrecipient shall make a good faith effort to ensure that all employees of Subrecipient do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 7.14. Security & Safety Rules. When using or possessing ODH data or accessing State of Ohio networks and systems, the Subrecipient, its employees, subcontractors and agents must comply with all applicable state rules, policies, and regulations regarding state-provided IT resources, data security and integrity. When on any property owned or controlled by the State of Ohio, the Subrecipient must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 7.15. Compliance.
- 7.15.1. Subrecipient affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Subrecipient further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R.180.110. Subrecipient agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.
- 7.15.2. Subrecipient certifies that Subrecipient is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Subrecipient is federally debarred from participating in government contracts funded by federal money, for whatever reason, Subrecipient shall immediately notify ODH of the debarment.
- 7.15.3. Subrecipient certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Subrecipient becomes disqualified from conducting business in Ohio, for whatever reason, Subrecipient shall immediately notify ODH of the disqualification.
- 7.15.4. Subrecipient certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.
- 7.16. Audit Exceptions.
- 7.16.1. ODH shall be responsible for receiving, replying to, and arranging compliance with any audit exception(s) found as a result of any state or federal audit of this Agreement as it pertains to federal or ODH funding of the Agreement. ODH shall promptly notify Subrecipient of any adverse findings which allegedly are the fault of Subrecipient. Upon receipt of notification by ODH, Subrecipient shall fully cooperate with ODH and timely prepare and send to ODH its written response to the audit exception(s).
- 7.16.2. The Parties shall be liable for any audit exception(s) that result(s) solely from their own acts or omissions in the performance of this Agreement. In the event that any audit exception(s) result(s) from the acts or omissions of both Subrecipient and ODH, the financial liability for the audit exception(s) shall be shared by the Parties in proportion to their relative fault.
- 7.16.3. For the purpose of this section, the term "audit exception" shall include federal disallowance and deferrals.
- 7.17. Trafficking Victims Act. In carrying out this Agreement, Subrecipient, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Subrecipient must include this provision in its contracts and subcontracts under this Agreement. Subrecipient must inform ODH immediately of any information regarding violation of the foregoing. Subrecipient understands that its failure to comply with this provision may subject ODH to loss of federal funds. Subrecipient agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.



- 7.18. Limitation of Liability. Subrecipient agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH; and ODH agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any such responsibility on the Subrecipient. ODH's liability for damages, whether in contract or in tort, shall not exceed the Total Agreement Amount or the amount of direct damages incurred by Subrecipient, whichever is less, and is the Subrecipient's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.
- 7.19. Insurance. Subrecipient will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Subrecipient may be required to show proof of insurance upon request by ODH. Subrecipient also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Subrecipient instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that Subrecipient is one of the following:
- 7.19.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;
- 7.19.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
- 7.19.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.
- 7.20. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by Subrecipient. Subrecipient shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Subrecipient an unlimited license to use work and materials produced by Subrecipient under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant Number from . Its contents are solely the responsibility of the authors and do not necessarily represent the official views of ." Subrecipient shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.
- 7.21. Assignment. Subrecipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 7.22. Attachments. Attachments and documents referenced in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 7.23. Governing Law. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement.
- 7.24. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby,

provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.

- 7.25. Headings. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- 7.26. Survival. Except as expressly stated otherwise in this Agreement, all sections herein relating to payment, confidentiality, license and ownership, liability, record retention, audit, publicity, conflicts of interest and ethics, warranties and limitations on damages shall survive the termination or expiration of this Agreement.
- 7.27. Notices.
- 7.27.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 7.27.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Subrecipient's Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
- 7.27.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.
- 7.28. OMB Omni-Circular. If applicable, Subrecipient must meet the requirements and comply with the federal Office of Management and Budget (OMB) Omni-Circular, 2 CFR Part 200.

*Remainder of Page Left Intentionally Blank. Attachment(s) Immediately Follow.*

ATTACHMENT A

DEPARTMENT OF ADMINISTRATIVE SERVICES  
STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2022-02D  
State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

March 2022

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

---

AFFIRMATION AND DISCLOSURE FORM

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Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVE addendum <sup>ccps</sup> TO THE ONLINE DOG LICENSING SYSTEM AGREEMENT WITH FAIRFIELD COMPUTER SERVICES, LLC

WHEREAS, pursuant to Resolution No. 20-1586, adopted on November 10, 2020 this Board entered into an Online Dog Licensing System Agreement with Fairfield Computer Services, LLC for the use of the Online Dog Licensing System; and

WHEREAS, the Warren County Dog Warden seeks to utilize the Animal Control Module which is part of the existing Online Dog Licensing System; and

NOW THEREFORE BE IT RESOLVED, to approve Addendum to the Online Dog Licensing System Agreement with Fairfield Computer Services, LLC for addition of the Animal Control Module for the Warren County Dog Warden; as attached hereto and made part hereof.

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

Resolution adopted this day of November 2023.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: c/a- Fairfield Computer Svcs.  
Auditor (file)  
Information Technology (file)

COMMISSIONERS  
BOARD OF COUNTY

2023 JAN 30 AM 10:07

FAIRFIELD

## ADDENDUM TO ONLINE DOG LICENSING SYSTEM AGEEMENT

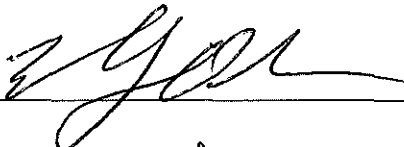
This addendum is made to the Agreement signed November 10, 2020 and approved via resolution 20-1586 between the County Commissioners of Warren County, Ohio (CUSTOMER) of 406 Justice Dr., Lebanon, OH 45036 and Fairfield Computer Services, LLC (FCS) of 144 Forrer Blvd, Oakwood, Ohio 45419 for use of the Online Dog Licensing System.

This addendum adds the Animal Control Module (ACM) to the licensing service described in the Agreement. A description of ACM is provided in "Exhibit 1. Animal Control Module". For the use of ACM, CUSTOMER compensates FCS in accordance with the terms given in "Exhibit 2. Cost Summary." All other terms, including those related to the duration of service, security, backup, and data ownership, are as per the Agreement.

WHEREFORE, the parties have caused this addendum to be executed by their duly authorized representatives.

**FAIRFIELD COMPUTER SERVICES, LLC**

**WARREN COUNTY**

By: 

By: \_\_\_\_\_

Name: Wendy Dehters

Name: \_\_\_\_\_

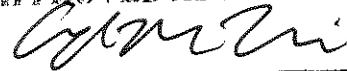
Its: President

Its: \_\_\_\_\_

Date: 1/11/2023

Date: \_\_\_\_\_

APPROVED AS TO FORM



Adam M. Nice  
Asst. Prosecuting Attorney

## Exhibit 1. Animal Control Module

The Animal Control Module is used by animal control personnel to manage and report on data relating to animal control activity. The Module stores current and historical information on animal control incidents, citations, bites, impounding, and follow-ups. It supports the uploading of files related to animal control activity. It provides court and summary reporting. The Animal Control Module operates as a module within the licensing system, providing animal control personnel an integrated view of license and animal control information. A detailed audit trail is kept on all system activity. Access to the Module must be expressly enabled on a per administrator basis. Enabling or disabling access are recorded to the audit trail.

## Exhibit 2. Cost Summary

<b>Setup and Training</b>	<b>Total</b>
Set up and configure the Animal Control Module. Load animal control data since January 1, 2010 from the existing system. Provide a beta system for review, testing, and acceptance. Provide training to animal control personnel.  Any work outside the scope of what is described here is billed at \$100/hr. For any such work, we are happy to provide a proposal with an estimate of its time and cost.	\$0.00

<b>Monthly Service</b>	<b>Total</b>
Use of system; new features and fixes; 50 GB upload space*; phone and email support. The first six months after acceptance are waived.  *Additional storage space for uploads is billed at 10 GB / \$10 / Month.	\$160.00

ENTER INTO A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH THE KINGS LOCAL SCHOOL DISTRICT <sup>FOR</sup> WITH THE EASEMENT AREA BEING LOCATED ALONG A PORTION OF THE KINGS HIGH SCHOOL COLUMBIA ROAD AND KING AVENUE ROAD FRONTAGE FOR THE PLANNED FUTURE ROADWAY IMPROVEMENT/WIDENING PROJECT IN DEERFIELD TOWNSHIP

WHEREAS, the attached temporary construction easement ~~is~~ is situated along a portion of the Kings High School road frontage located at 5500 Columbia Road, PID 16-18-436-002. Said easement is provided by the Kings School District for the planned Kings Mills Road and Columbia Road widening project; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a temporary construction easement from the property owner as deemed necessary by Grantee's Resolution No 22-0271, adopted February 22, 2022; *snd*

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

- Temporary Construction Easement – Exhibits A & B – 0.1870 acres (Along King Ave and Columbia Rd., along PID #16-18-436-002)

NOW THEREFORE BE IT RESOLVED, to enter into a temporary construction easement agreement with Kings Local School District. A copy of the said agreement is 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 \_\_\_\_ 2023

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: c/a—Kings Local School District  
Engineer (file)  
Easement file

COMMUNICATIONS  
DIVISION  
2023 JAN 31 PM 4:19  
RECEIVED



**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
IN THE NAME OF AND FOR THE USE AND BENEFIT OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. # 16-18-436-002 (Pt.)**

**ARTICLES OF AGREEMENT**

This Temporary Easement Agreement (the "Agreement") is entered into the date stated below by Kings Local School District, an Ohio local school district, whose tax mailing address is 5620 Columbia Road, Kings Mills, Ohio 45034 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Agreement is to obtain the necessary temporary access rights for the construction of the planned future widening of Columbia Road (Township Road #0015) and King Avenue (County Road #282), being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 22-0271 adopted February 22, 2022.

That the Grantor, for and in consideration of the sum of One Dollars (\$1.00) and other valuable consideration paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant to the Grantee, its successors and assigns, a temporary construction easement for constructing the necessary Columbia Road and King Avenue improvements, above, in, over and under the lands hereafter described, situated in Section 18, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

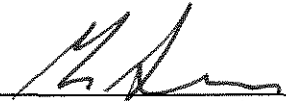
**See Exhibit "A" for metes & bounds description.**


**See Exhibit "B" for Survey drawing.**


The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors, and assigns, and shall terminate upon the earlier of the completion of the Columbia Road and King Avenue Improvements or December 31, 2024.


**GRANTOR:**

IN EXECUTION WHEREOF, said Kings Local School District has hereunto set their hands the  
10<sup>th</sup> day of January, 202~~2~~<sup>3</sup>.


  
\_\_\_\_\_  
Greg Sears – Superintendent  
Kings Local Schools


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Stacie Belfrom – President  
Kings Local School Board

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Mike Morrow – Treasurer  
Kings Local School Board


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

STATE OR COMMONWEALTH OF Ohio,  
COUNTY OF Warren, ss.

On this 10<sup>th</sup> day of January, 202~~2~~<sup>3</sup>, before me, the undersigned Notary Public, personally appeared Greg Sears, Superintendent, Stacie Belfrom, President, and Mike Morrow, Treasurer, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

WITNESS my hand and official seal

  
\_\_\_\_\_  
Notary Public  
Print Name: Jane Boehm  
My commission expires: 3/27/27

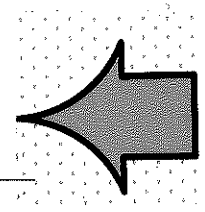


JANE BOEHM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
03-27-2027

**GRANTEE**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by \_\_\_\_\_, its President or Vice-President, on the date stated below, pursuant to Resolution No. \_\_\_\_\_, dated \_\_\_\_\_.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**



SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATE OF OHIO, COUNTY OF WARREN, ss.**

**BE IT REMEMBERED**, on this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be \_\_\_\_\_, President or Vice-President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing instrument, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorizing him to act. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

**Notary Public:** \_\_\_\_\_

[SEAL]

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: *Bruce A. McGary*

Bruce McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)

SR157-97  
16-18H  
1-25-2023

**EXHIBIT A**  
Parcel 12-T  
Temporary Construction Easement

-----  
Situates in Section 18, Town 4, Range 2, in Deerfield Township, Warren County, State of Ohio, and being part of a 19.7243 acre tract of land as conveyed to KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, by instrument as recorded in OR 326, Page 800 of the Official Records of said county, and shown on Survey Record 108 Page 80, and being more particularly bounded and described, with Stations and offsets referenced to the centerline of Columbia Road as shown on the "Kings Mills Road (CR31)/Kings Island Drive (CR110) Centerline Plat" as recorded in Plat Book 106 Pages 87 & 88 of the Warren County Plat Records, as follows:

Beginning for reference at MAG nail set at the northwest corner of said 19.7243 acre tract and at the intersection of the existing centerline of right of way for King Avenue and Kings Mills Road (85'), with the centerline of Columbia Road (to the south -60'), 0.22 feet left of Columbia Road centerline Station 29+94.43;

Thence along the north line of said 19.7243 acre tract and said centerline of right of way for King Avenue South 86° 52' 16" East 136.90 feet to a MAG nail set 120.41 feet right of the extended centerline of Columbia Road Station 30+59.15;

Thence South 03° 07' 44" West 38.09 feet to iron pin set in the existing south right of way line of King Avenue, being also in the new south right of way line of King Avenue, 138.42 feet right of extended centerline Station 30+25.58, said iron pin being the TRUE POINT OF BEGINNING;

PARCEL 12-T

Thence along new lines through said tract for the following six courses:

1. Thence South 62° 36' 29" West 61.51 feet to a point 106.50 feet right of centerline Station 29+73.00;
2. Thence South 83° 28' 05" West 57.01 feet to a point 61.50 feet right of centerline Station 29+38.00;
3. Thence South 31° 20' 35" West 138.00 feet to a point 61.50 feet right of centerline Station 28+00.00;
4. Thence South 35° 20' 50" West 200.49 feet to a point 47.50 feet right of centerline Station 26+00.00;

**EXHIBIT A**  
Parcel 12-T  
Temporary Construction Easement

---

5. Thence South  $31^{\circ} 20' 35''$  West 125.00 feet to a point 47.50 feet right of centerline Station 24+75.00;
6. North  $58^{\circ} 39' 25''$  West 18.22 feet to a point on the existing east right of way line of Columbia Road 29.28 feet right of Columbia Road centerline Station 24+75.00;

Thence along the said existing east right of way line North  $31^{\circ} 21' 54''$  East 70.00 feet to a point on the new east right of way line of Columbia Road, 29.31 feet right of Columbia Road centerline Station 25+45.00;

Thence along the new east right of way line for the following five courses:

1. South  $58^{\circ} 39' 25''$  East 13.19 feet to an iron pin set 42.50 feet right of Columbia Road centerline Station 25+45.00;
2. North  $31^{\circ} 20' 35''$  East 398.00 feet to a point 42.50 feet right of centerline Station 29+43.00;
3. South  $75^{\circ} 30' 55''$  East 17.24 feet to a point 59.00 feet right of centerline Station 29+48.00;
4. North  $31^{\circ} 20' 35''$  East 8.00 feet to a point 59.00 feet right of centerline Station 29+56.00;
5. North  $80^{\circ} 07' 25''$  East 105.59 feet to the TRUE POINT OF BEGINNING, containing 0.1870 acres, (8143.821 sq. ft.), more or less, and subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by McGill Smith Punshon, Inc., under the direction of Richard D. Nichols, Registered Surveyor Number 7929, in March and April, 2022, with bearings based upon the Ohio State Plane Coordinates, South Zone, NAD83 (2011), by GPS utilizing ODOT VRS, and conventional surveying.

This description was prepared by LJB Inc. under the direction of Harry G. Herbst III, Registered Surveyor Number 6596.

EXHIBIT A  
Parcel 12-T  
Temporary Construction Easement

Monument Boxes referred as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor. Iron pins referred to as "set" shall be 5/8" by 30" reinforcing rod set by LJB Inc. with Plastic cap stamped "PS 6596 - LJB INC.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

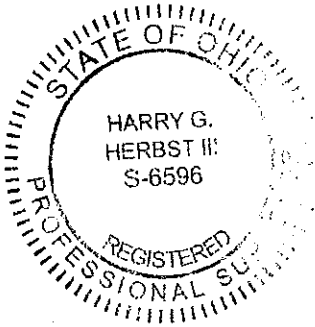
Grantor claims title through instrument of record in OR 326 Page 800, Warren County Recorder's Office.

0.1870 acres of the above described area is contained within Warren County Auditor's Parcel Number (SIDWELL) 1618436002, of which the present road right of way occupies 0.000 acres, more or less.

The survey of which is filed in Vol. Plat in the Warren County Engineer's record of land surveys.

Prepared by  
LJB Inc.

By: Harry G. Herbst III 1/10/2023  
Harry G. Herbst III, Ohio PS No. 6596 Date



WARREN COUNTY  
DEERFIELD TOWNSHIP  
SEC. 18, T. 4, R. 2

PAR. 1618276005  
GREAT AMERICAN INSURANCE COMPANY  
O.R. 954, P. 913  
S.R.VOL. 75, P. 31

LOT 8  
KINGS ISLAND COMMERCIAL CENTER SECTION C  
P.B. 86, P. 24  
0.9503 ACRES

KINGS MILLS RD  
VACANT

PAR. 1618200020  
ARC FMKML0H001, LLC  
O.R. 5565, P. 563  
S.R.VOL. 42, P. 37

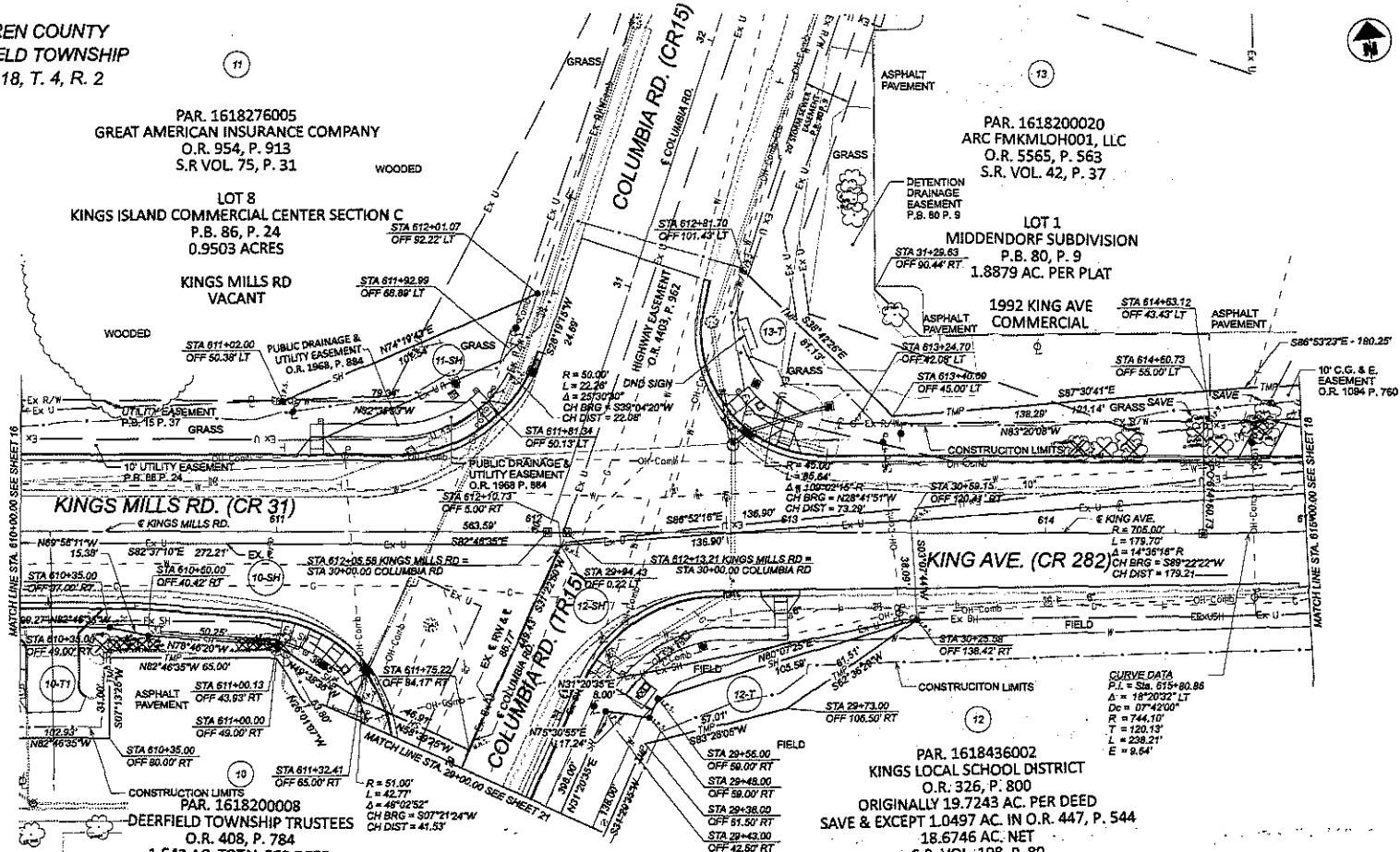
LOT 1  
MIDDENDORF SUBDIVISION  
P.B. 80, P. 9  
1.8879 AC. PER PLAT

1992 KING AVE  
COMMERCIAL

PAR. 1618436002  
KINGS LOCAL SCHOOL DISTRICT  
O.R. 325, P. 800  
ORIGINALLY 19.7243 AC. PER DEED  
SAVE & EXCEPT 1.0497 AC. IN O.R. 447, P. 544  
18.6746 AC. NET  
S.R.VOL. 108, P. 80

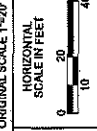
5500 COLUMBIA RD  
SCHOOL

2095 KINGS MILLS RD  
FIRE STATION



STATION	OFFSET	NORTH (Y)	EAST (X)	R/W MON.	DESCRIPTION
612+28.71	89.39' RT	499994.185	1475932.087	1	IRON PIN SET
612+43.81	71.57' RT	498089.874	1475988.780	1	IRON PIN SET
612+49.08	64.27' RT	498986.707	1476023.341	-1	IRON PIN SET
613+24.71	43.08' LT	498082.715	1476091.350	1	IRON PIN FOUND
613+47.28	4.78' LT	499523.805	1477209.545	1	MAG NAIL SET
613+50.00	33.32' RT	499814.918	1477206.565	1	IRON PIN SET
614+43.14	43.42' LT	499876.923	1478288.701	1	IRON PIN FOUND
614+48.07	15.72' LT	499883.578	1478265.367	1	IRON PIN FOUND
TOTAL CARRIED TO SHEET 3				8	

REV. BY	DATE	DESCRIPTION

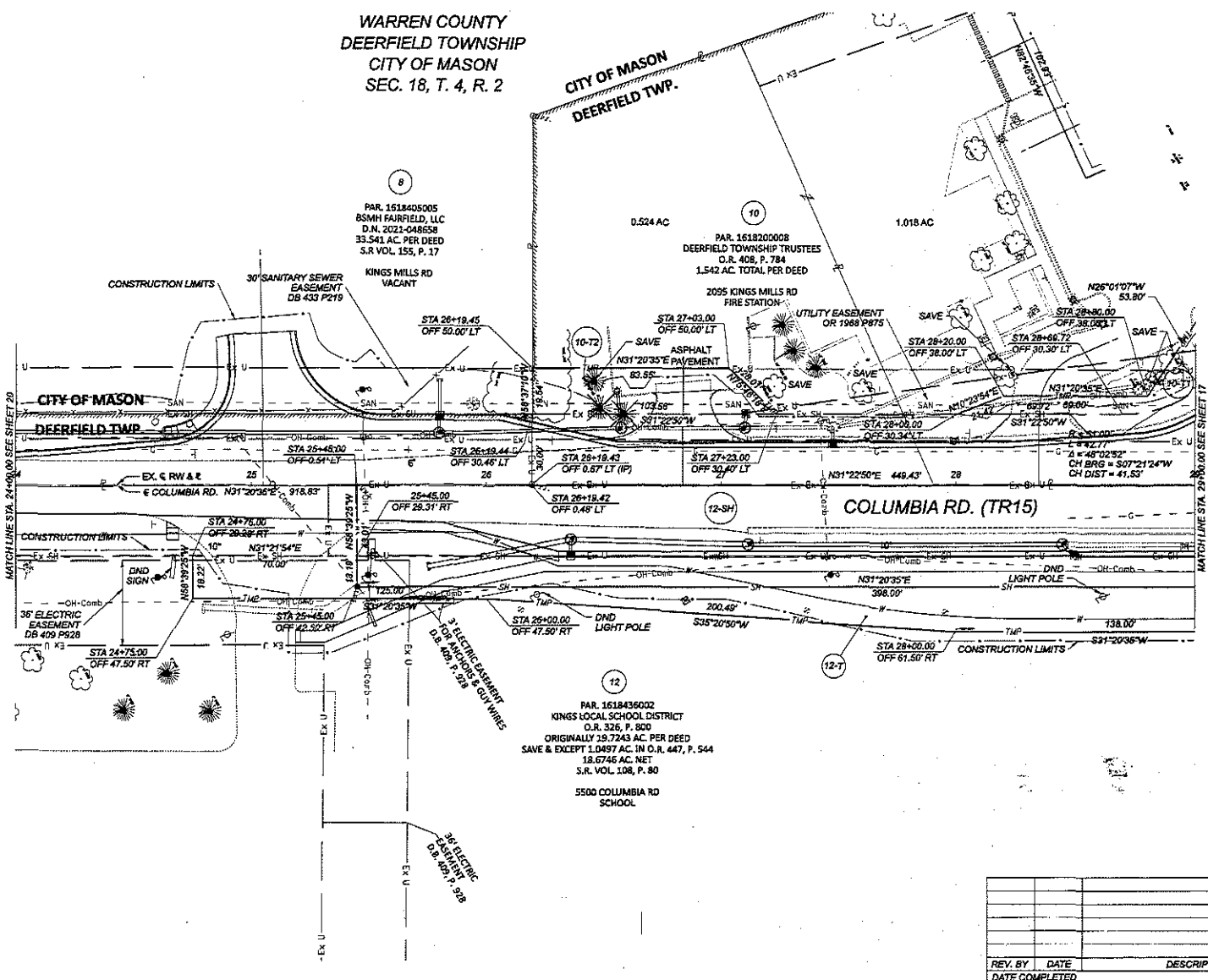
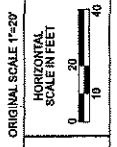


KINGS MILLS RD. AND KING AVE.  
STA. 610+00 TO STA. 615+00

KINGS MILLS ROAD (CR31)/KINGS ISLAND DRIVE (CR110) IMPROVEMENTS 2023

EXHIBIT B

WARREN COUNTY  
DEERFIELD TOWNSHIP  
CITY OF MASON  
SEC. 18, T. 4, R. 2



KINGS MILLS ROAD (CR31)KINGS ISLAND DRIVE (CR110) IMPROVEMENTS 2023  
 MOBILEP:454 0722 80003 PMPER5823824 IN:J DATE:11/15/2023 10:05:55 PM USER:mrh  
 C:\BENTLEY\B2\DRAWING\PLANS\157-97.DWG

COLUMBIA RD.  
STA. 24+00 TO STA. 29+00

DESIGNED	MAG
REVIEWED	
DATE	HGM 08-01-22
PROJECT #	110122
SUBMIT TOTAL	21
REVISION TOTAL	23
SHEET TOTAL	P.D. 0

REV. BY	DATE	DESCRIPTION





ENTER INTO AN EXCLUSIVE AND PERMANENT STANDARD PUBLIC HIGHWAY EASEMENT AGREEMENT WITH THE KINGS LOCAL SCHOOL DISTRICT WITH THE EASEMENT AREA BEING LOCATED ALONG A PORTION OF THE KINGS HIGH SCHOOL COLUMBIA ROAD AND KING AVENUE ROAD FRONTAGE FOR THE PLANNED FUTURE ROADWAY IMPROVEMENT/WIDENING PROJECT IN DEERFIELD TOWNSHIP

WHEREAS, the attached exclusive and permanent highway easement is situated along a portion of the Kings High School road frontage located at 5500 Columbia Road, PID 16-18-436-002. Said easement is provided by the Kings School District for the planned Kings Mills Road and Columbia Road widening project.

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent highway easement from the property owner as deemed necessary by Grantee's Resolution No 22-0271, adopted February 22, 2022; *and*

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

- Exclusive and Permanent Highway Easement – Exhibits A & B – 0.5768 acres, 0.4345 acres more or less of which is Present Road Occupied (Along King Ave and Columbia Rd., along PID #16-18-436-002)

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent highway easement agreement with Kings Local School District. A copy of the said agreement is 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 \_\_\_\_ 2023

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: *c/a* Kings Local School District  
Engineer (file)  
Easement file  
Recorder (certified)

DEERFIELD COUNTY COMMISSIONERS

2023 JAN 31 PM 4:19

RECEIVED

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #16-18-436-002 (Pt.)**

**ARTICLES OF AGREEMENT**

This Agreement is entered into the date stated below by Kings Local School District (aka Kings Local School District Board of Education), an Ohio local school district, whose mailing address is 5620 Columbia Road, Kings Mills, Ohio 45034 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent standard highway easement for Columbia Road (Township Road #0015) and King Avenue (County Road #282), being a part of a public roadway and a planned future roadway improvement/widening project open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 22-0271, adopted February 22, 2022.

That the Grantor, for and in consideration of the sum of one-dollar (\$1.00), the receipt and sufficiency of which is hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent standard highway easement, for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road, a perpetual and exclusive easement and right-of-way for roadway, drainage, water and sanitary sewer utility purposes, together with the right to construct, reconstruct, operate, maintain, repair, replace, and/or remove said roadway and any facilities that may be necessary or convenient for the providing of such drainage and/or utility and/or utility services, in, upon, across, over, under, and through the property as shown and described together with ingress and egress thereto, which property includes lands situated in Section 18, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

**EXCLUSIVE & PERMANENT STANDARD HIGHWAY EASEMENT LEGAL  
DESCRIPTION**

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

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

The exclusive and permanent standard highway easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days

after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

The GRANTORS covenant and agree that no additional structures of a temporary or permanent type shall be placed on, above, or under the property subject to the Easement, nor shall any dirt, stone, fill, or other materials be added or removed.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

{The remainder of this page is intentionally left blank}

**GRANTOR:**

**IN EXECUTION WHEREOF**, said Kings Local School District has hereunto set their hands the 10<sup>th</sup> day of January, 2023.

[Signature]  
Greg Sears – Superintendent  
Kings Local Schools

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Stacie Belfrom – President  
Kings Local School Board

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Mike Morrow – Treasurer  
Kings Local School Board

[Signature]  
Witness

[Signature]  
Witness

**STATE OR COMMONWEALTH OF** Ohio,  
**COUNTY OF** Warren, ss.

On this 10<sup>th</sup> day of January, 2023<sup>23</sup>, before me, the undersigned Notary Public, personally appeared Greg Sears, Superintendent, Stacie Belfrom, President, and Mike Morrow, Treasurer, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

WITNESS my hand and official seal

[Signature]  
Notary Public  
Print Name: Jane Boehm  
My commission expires: 3/27/27

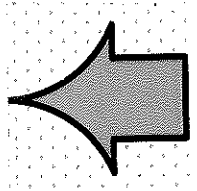


JANE BOEHM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
03-27-2027

**GRANTEE**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by \_\_\_\_\_, whose title is President or Vice-President, on the date stated below, pursuant to Resolution No. \_\_\_\_\_, dated \_\_\_\_\_.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**



SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATE OF OHIO, COUNTY OF WARREN, ss.**

**BE IT REMEMBERED**, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be \_\_\_\_\_, whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

**Notary Public:** \_\_\_\_\_

[SEAL]

Approved by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By:  \_\_\_\_\_

Bruce A. McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384; Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)

SR157-97  
16-18H  
1-25-2023

Page 1 of 3

**EXHIBIT A**  
Parcel 12-SH  
Highway Easement

Situate in Section 18 , Town 4, Range 2, in Deerfield Township, Warren County, State of Ohio, and being part of a 19.7243 acre tract of land as conveyed to KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, by instrument as recorded in OR 326, Page 800 of the Official Records of said county, and shown on Survey Record 108 Page 80, and being more particularly bounded and described, with Stations and offsets referenced to the centerline of Columbia Road as shown on the "Kings Mills Road (CR31)/Kings Island Drive (CR110) Centerline Plat" as recorded in Plat Book 106 Pages 87 & 88 of the Warren County Plat Records, as follows:

Beginning for reference at mag nail set at the northwest corner of said 19.7243 acre tract, the northeast corner of a 1.542 acre (total) tract of land as conveyed to DEERFIELD TOWNSHIP TRUSTEES by instrument as recorded in OR 408 Page 784 of the Official Records of said county, and at the intersection of the existing centerline of right of way of King Avenue and Kings Mills Road (85'), with the centerline of Columbia Road (to the south - 60'), 0.22 feet left of Columbia Road centerline Station 29+94.43, said mag nail being the TRUE POINT OF BEGINNING;

**PARCEL 12-SH**

Thence along the north line of said 19.7243 acre tract and said centerline of right of way for King Avenue South 86° 52' 16" East 136.90 feet to a mag nail set 120.41 feet right of the extended centerline of Columbia Road Station 30+59.15;

Thence South 03° 07' 44" West 38.09 feet to iron pin set in the existing south right of way line of King Avenue, being also in the new south right of way line of King Avenue, 138.42 feet right of extended centerline Station 30+25.58;

Thence with said new south right of way line for the following three courses:

1. South 80° 07' 25" West 105.59 feet to an iron pin set 59.00 feet right of centerline Station 29+56.00;
2. South 31° 20' 35" West 8.00 feet to an iron pin set 59.00 feet right of centerline Station 29+48.00;
3. North 75° 30' 55" West 17.24 feet to an iron pin set in the new east right of way line of Columbia Road, 42.50 feet right of centerline Station 29+43.00;

EXHIBIT A  
Parcel 12-SH  
Highway Easement

---

Thence with said new east right of way line South 31° 20' 35" West 398.00 feet to an iron pin set 42.50 feet right of Columbia Road centerline Station 25+45.00;

Thence along the south terminus of said line North 58° 39' 25" West, passing the existing east right of way line at 13.19 feet, for a total distance of 43.01 feet, to a mag nail set on the west line of said 19.7243 acre tract, 0.51 feet left of Columbia Road centerline Station 25+45.00;

Thence along the west line of said 19.7243 acre tract North 31° 22' 50" East 449.43 feet to the TRUE POINT OF BEGINNING, containing 0.5768 acres, (25,128 SF), more or less, and subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by McGill Smith Punshon, Inc., under the direction of Richard D. Nichols, Registered Surveyor Number 7929, in March and April, 2022, with bearings based upon the Ohio State Plane Coordinates, South Zone, NAD83 (2011), by GPS utilizing ODOT VRS, and conventional surveying.

This description was prepared by LJB Inc. under the direction of Harry G. Herbst III, Registered Surveyor Number 6596.

Monument Boxes referred as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor. Iron pins referred to as "set" shall be 5/8" by 30" reinforcing rod set by LJB Inc. with Plastic cap stamped "PS 6596 - LJB INC.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in OR 326 Page 800, Warren County Recorder's Office.

EXHIBIT A  
Parcel 12-SH  
Highway Easement

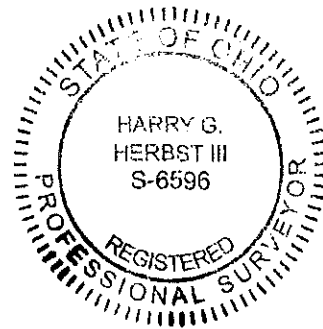
---

0.5768 acres of the above described area is contained within Warren County Auditor's Parcel Number (SIDWELL) 1618436002, of which the present road right of way occupies 0.4345 acres, more or less.

The survey of which is filed in Vol. Plat in the Warren County Engineer's record of land surveys.

Prepared by  
LJB Inc.

By: Harry G. Herbst III 4/10/2023  
Harry G. Herbst III, Ohio PS No. 6596 Date





WARREN COUNTY  
DEERFIELD TOWNSHIP  
SEC. 18, T. 4, R. 2

PAR. 1618276005  
GREAT AMERICAN INSURANCE COMPANY  
O.R. 954, P. 913  
S.R. VOL. 75, P. 31

LOT 8  
KINGS ISLAND COMMERCIAL CENTER SECTION C  
P.B. 86, P. 24  
0.9503 ACRES

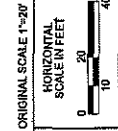
KINGS MILLS RD  
VACANT

PAR. 1618200020  
ARC FMKML0H001, LLC  
O.R. 5565, P. 563  
S.R. VOL. 42, P. 37

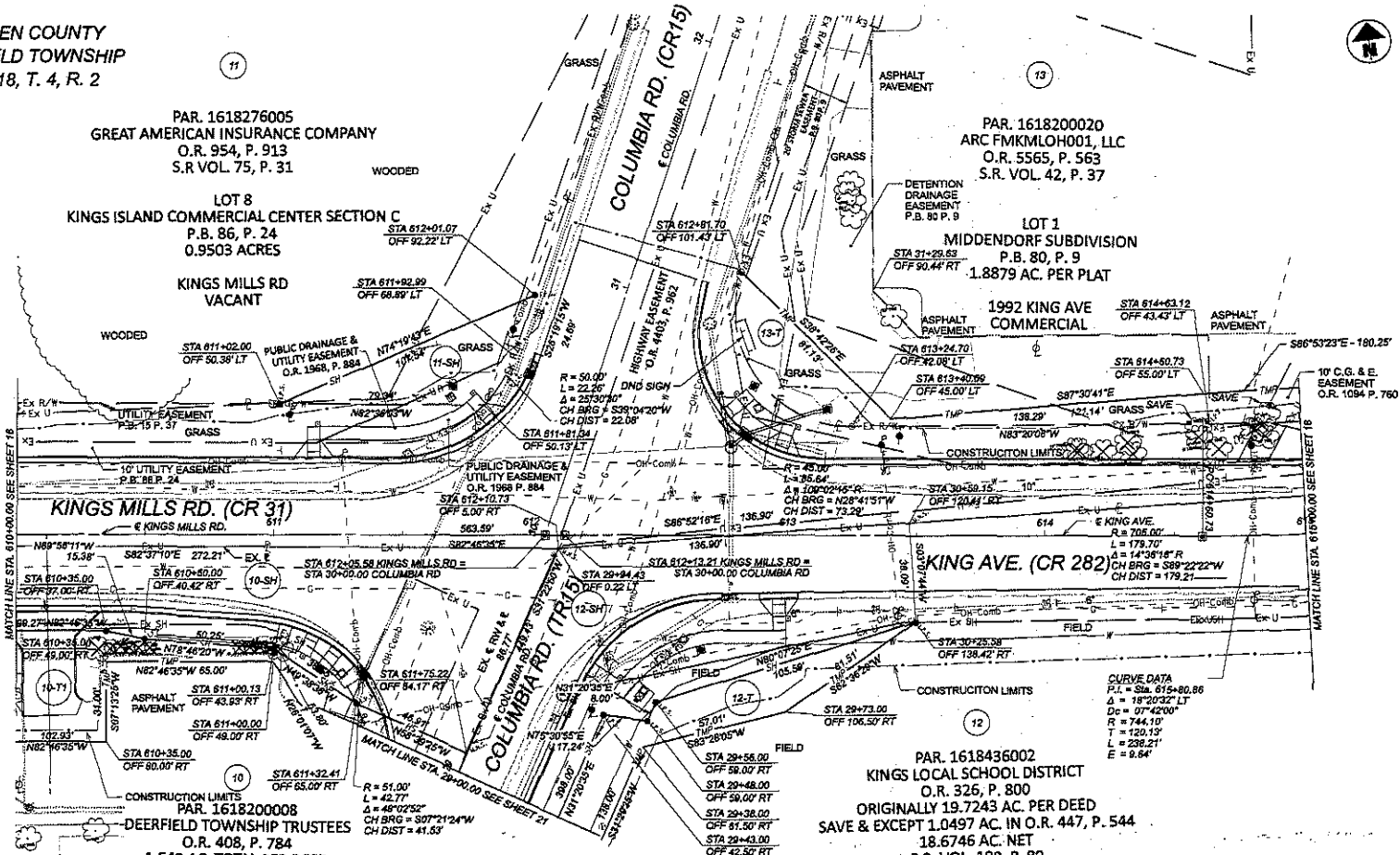
LOT 1  
MIDDENDORF SUBDIVISION  
P.B. 80, P. 9  
1.8879 AC. PER PLAT

1992 KING AVE  
COMMERCIAL

58157-97 9/24/23



KINGS MILLS ROAD (CR31)/KINGS ISLAND DRIVE (CR110) IMPROVEMENTS 2023



KINGS MILLS RD. (CR 31)  
KINGS MILLS RD.

KING AVE. (CR 282)  
KING AVE.

2095 KINGS MILLS RD  
FIRE STATION

PAR. 1618436002  
KINGS LOCAL SCHOOL DISTRICT  
O.R. 326, P. 800  
ORIGINALLY 19.7243 AC. PER DEED  
SAVE & EXCEPT 1.0497 AC. IN O.R. 447, P. 544  
18.6746 AC. NET  
S.R. VOL. 108, P. 80

5500 COLUMBIA RD  
SCHOOL

MONUMENT TABLE

STATION	OFFSET	PROJECT COORDINATES (Ground) SEE SURVEY CERTIFICATION	N/W MON. EXPECTED TO BE DISTURBED	DESCRIPTION
612+28.71	89.39' RT	498994.386	1472582.087	IRON PIN SET
612+45.81	71.57' RT	498989.874	1472598.780	IRON PIN SET
612+49.08	64.27' RT	498986.707	1472602.945	IRON PIN SET
613+24.75	82.10' LT	499082.715	1472691.350	IRON PIN FOUND
613+47.28	4.78' LT	499052.855	1472708.045	MANG NAIL SET
613+56.00	33.32' RT	499034.818	1472706.565	IRON PIN SET
614+63.14	43.40' LT	499076.822	1473828.701	IRON PIN FOUND
615+48.07	15.72' LT	499053.379	1473805.367	IRON PIN FOUND
TOTAL CARRIED TO SHEET 3				8

CURVE DATA  
P.L. = Sta. 615+80.86  
Δ = 18°03'22" LT  
Dc = 07'42.00"  
R = 744.10'  
T = 120.13'  
L = 238.21'  
E = 9.84'

DESIGN AGENCY		
DESIGNER		
PROJECT ID		
DRAWN BY		
REV. BY	DATE	DESCRIPTION
DATE COMPLETED		

Exhibit B

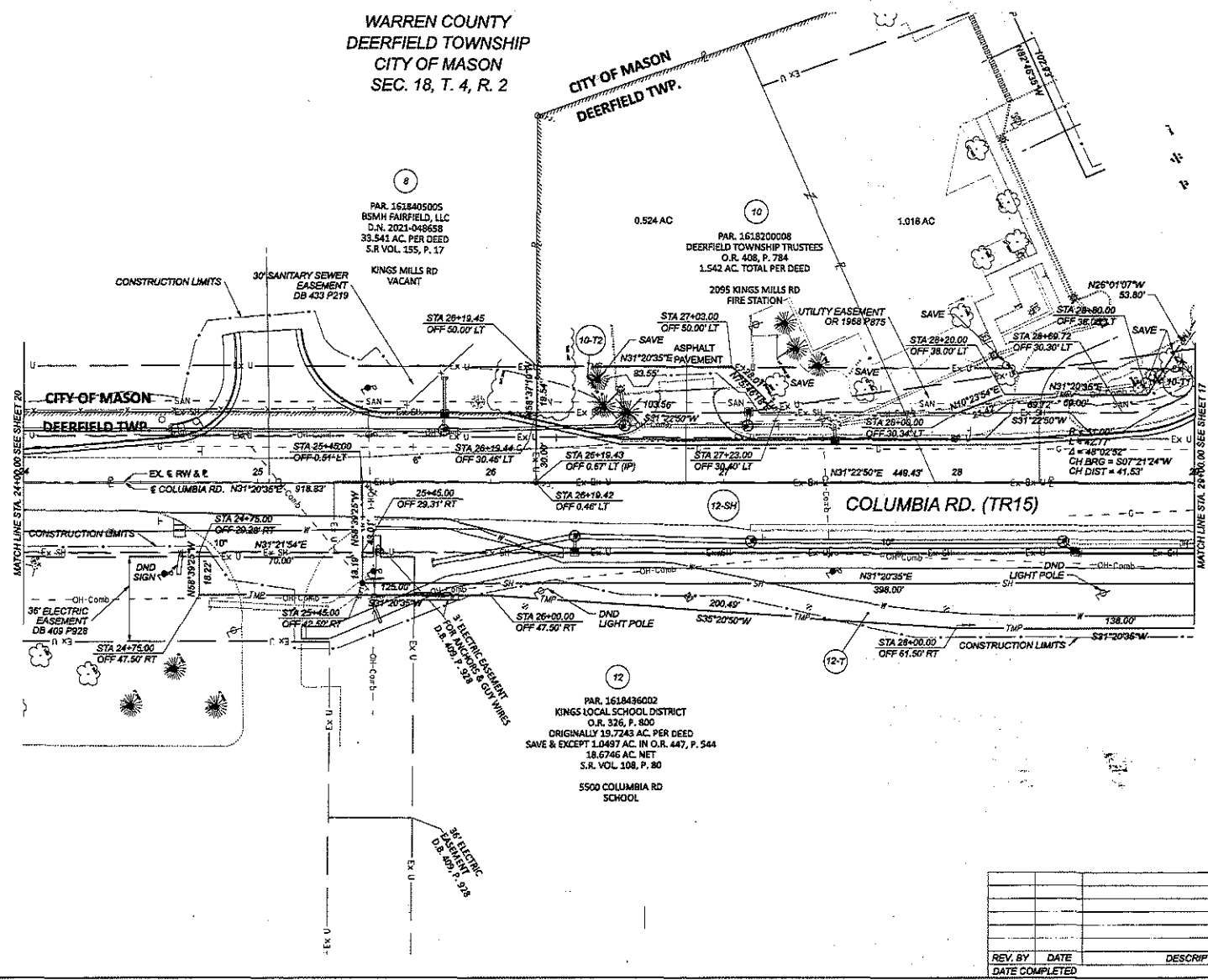
WARREN COUNTY  
DEERFIELD TOWNSHIP  
CITY OF MASON  
SEC. 18, T. 4, R. 2



ORIGINAL SCALE 1"=20'  
HORIZONTAL SCALE IN FEET  
0 10 20 40

KINGS MILLS ROAD (CR31) KINGS ISLAND DRIVE (CR110) IMPROVEMENTS 2023

PROJECT NO. 157-97-001  
DATE: 08/01/22  
DRAWN BY: J. B. BROWN  
CHECKED BY: J. B. BROWN  
DESIGNED BY: J. B. BROWN  
SCALE: AS SHOWN



COLUMBIA RD.  
STA. 24+00 TO STA. 29+00

DESIGN AGENCY	JTB	
DESIGNER	MAG	
REVIEWER	HGH 08-01-22	
PROJECT NO.	119122	
SUBSET	21	23
SHEET	F.D.	0

REV. BY	DATE	DESCRIPTION

ADVERTISE FOR BIDS FOR THE CORWIN BOOSTER PUMP STATION IMPROVEMENTS PROJECT

BE IT RESOLVED, to advertise for bids for the Corwin Booster Pump Station Improvements Project for the Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for four (4) consecutive weeks on the Warren County website, beginning the week of February 12, 2023; bid opening to be March 16, 2023 @ 11:00 a.m.

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 January 2023.

BOARD OF COUNTY COMMISSIONERS

---

Tina Osborne, Clerk

KP/

cc: W/S(file)  
OMB Bid file

WARREN COUNTY COMMISSIONERS  
2023 FEB -2 PM 2:53  
RECEIVED

AUTHORIZE THE PARTIAL RELEASE OF RETAINAGE IN THE BUILDING CRAFTS, INC. ESCROW ACCOUNT FOR THE RICHARD A. RENNEKER WATER SOFTENING PROJECT

WHEREAS, pursuant to Resolution 22-0251, this Board of County Commissioners authorized the President of the Board to sign corporate resolutions with 1<sup>st</sup> National Bank in Lebanon, Ohio to open and make withdrawals on accounts for retainage held on Water and Sewer Contracts; and

WHEREAS, Building Crafts, Inc. opened an escrow account with 1<sup>st</sup> National Bank of Lebanon, Ohio for the deposition of retainage amounts held on the construction contract of the Richard A. Renneker Water Softening Project; and

WHEREAS, the County has deposited the requisite funds into said escrow account, the sum total of which amounts to the maximum allowable 4% (8% of the first 50% of completed Labor and Materials costs) and a maximum allowable 8% of stored materials cost; and

WHEREAS, the Project Engineer is requesting a partial release of retainage in the amount of \$671,527.05 of said escrow account to pay Building Crafts, Inc. for work performed to date that is deemed substantial; and

NOW THEREFORE, BE IT RESOLVED to direct the President of the Board to authorize a withdrawal from the said escrow account for Building Crafts, Inc. in the amount of \$671,527.05.

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 7<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

mbz  
cc: Auditor \_\_\_\_\_  
c/a ---Building Crafts, Inc.  
*Water Sewer (file)*

RECEIVED  
2023 FEB 11 AM 8:04  
WARRANT COUNTY COMMISSIONERS

ENTER INTO A WATERLINE EASEMENT AGREEMENT WITH KINGS ISLAND PARK LLC FOR THE SOCIALVILLE TRANSMISSION MAIN – CONTRACT 2

WHEREAS, the Water and Sewer Department is constructing and upon completion will be operating and maintaining approximately 5,700 feet of 24-inch water line and 1,000 feet of 12-inch water line extending along Kings Island and extending eastward to Columbia Road; and

WHEREAS, specifically the following property owner has agreed to enter into an easement agreement with the County for the identified parcel:

Parcel #	Owner
16-17-100-002	Kings Island Park LLC
16-17-200-014	Kings Island Park LLC

NOW THEREFORE BE IT RESOLVED, to enter into easement agreement with Kings Island Park LLC for permanent easement on the parcel located along the water main line alignment. Copy of said agreement is attached hereto and made a part hereof.

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

- Mrs. Jones –
- Mr. Young –
- Mr. Grossmann –

Resolution adopted this XX<sup>th</sup> day of January 2023.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

cc: c/a—Kings Island Park, LLC  
Easement file  
Water/Sewer (file)  
Recorder (certified)

I:\Resolutions\water\Resolution – 2023 01 30 – Easement Agreement – Kings Island

2023 JAN 30 AM 10:52  
 25-01 MW 08 NYC 8782  
 0101130123

Grantor: Kings Island Park LLC,  
Property Address: 6300 Kings Island Dr Mason OH 45040  
Parcel Number: 16-17-200-014 (Pt.)  
Auditor's Account Number: 1202233

**EASEMENT & AGREEMENT FOR  
WATERLINE & APPURTENANCES**

**THIS EASEMENT & AGREEMENT** is entered into on the dates stated below by **Kings Island Park LLC**, a Delaware limited liability company, whose tax mailing address is PO BOX 543185 Dallas, TX 75354 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to permit the construction of water lines and related water transfer equipment, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

**WITNESSETH**, that Grantor for and in consideration of one Dollar (\$ 1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,
- 2) None.

The permanent easement being granted herein is part of a parcel located in the city of Mason, Warren County, Ohio consisting of 617.5625 acres, and being the same premises described in a deed recorded in 2014-032291 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration

of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

5. Upon written request from Grantor, Grantee shall relocate the permanent easement requested by Grantor; provided, Grantor provides Grantee with a suitable relocation area, as reasonably determined by Grantee, for said relocated permanent easement; provided, further, that Grantor provides Grantee with a suitable timeframe for the relocation work (which timeframe shall allow for the completion of the relocation work), as reasonably determined by Grantee; and provided, further, that prior to commencing such relocation work, Grantor remits to Grantee the estimated expense which Grantee reasonably expects to incur with such relocation work, which amount shall be adjusted when the work is completed based upon the actual expense reasonably incurred by Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the



execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

**GRANTOR:**

**IN EXECUTION WHEREOF**, Brian Witherow the duly authorized EVP, Chief Financial Officer of **Kings Island Park LLC, a Delaware limited liability company**, has set his/her hands to this instrument on the date stated below, in accordance with a company resolution or as otherwise authorized by Grantor's operating agreement.

**GRANTOR:**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Brian Witherow

TITLE: EVP, Chief Financial Officer

DATE: 01/09/23

STATE OF Ohio, COUNTY OF Erie, ss:

BE IT REMEMBERED, that on the 9th day of January, 2023, 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 Brian Witherow, whose title is EVP, Chief Financial Officer, of **Kings Island Park LLC, a Delaware limited liability company**, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument. This notarial act is in compliance with R.C. 147.542 (D)(1).



MELISSA L. JOHNSON

NOTARY PUBLIC  
STATE OF OHIO

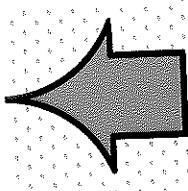
My Commission Expires  
January 21, 2023

Notary Public: Melissa L. Johnson  
My Commission Expires: 1-21-2023

**GRANTEE:**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners has caused this instrument to be executed by \_\_\_\_\_, its President or Vice-President, on the date stated below, pursuant to Resolution Number \_\_\_\_\_, dated \_\_\_\_\_.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**



Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF OHIO, COUNTY OF WARREN, ss.

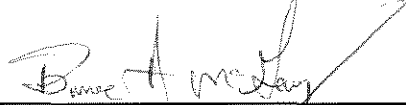
BE IT REMEMBERED, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be \_\_\_\_\_, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant 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 notarial act is in compliance with R.C. 147.542 (D)(1).

[SEAL]

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Approved as to form by:

**DAVID FORNSHELL  
PROSECUTING ATTORNEY,  
WARREN COUNTY, OHIO**

A handwritten signature in cursive script, appearing to read "Bruce A. McHenry", written over a horizontal line.

By: Assistant Prosecutor

Date: 1/20/23

**THE WARREN COUNTY WATER AND SEWER DEPARTMENT  
LEGAL DESCRIPTION FOR A  
PERMANENT WATER MAIN EASEMENT  
LOCATED ON  
KINGS ISLAND PARK LLC  
PARCEL ID# 1617200014**

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a water main and appurtenances in and upon the following described lands:

Situated in Section 17 & 23, Town 4E, Range 2N, B.T.M., Deerfield Township, City of Mason, Warren County, Ohio, being part of the remainder of 620.2015 acres of land conveyed to Kings Island Park LLC by Deed 2014-032291 (O.R. 197 pg 448) of the Warren County Ohio Recorders Office, and being more particularly described as follows:

**Commencing** at a point in the southeasterly right of way line of Kings Island Drive also being a southwesterly corner of Kings Island Park LLC;

Thence leaving Kings Island Drive with a southwesterly line of Kings Island Park LLC, South 65°59'22" East, 10.84 feet to the **Point of Beginning**;

**Thence** with a new permanent sewer easement line through the lands of Kings Island Park LLC for the following eleven (11) courses:

1. North 10°26'57" East, 132.40 feet;
2. North 21°41'57" East, 284.22 feet;
3. With a curve turning to the right with an arc length of 64.51 feet, with a radius of 810.00 feet, and being subtended by a chord bearing of N23°58'51"E, for a distance of 64.49 feet;
4. North 26°15'44" East, 246.94 feet;
5. North 27°11'29" East, 794.15 feet;
6. With a curve turning to the right with an arc length of 44.16 feet, with a radius of 810.00 feet, and being subtended by a chord bearing of N28°40'12"E, for a distance of 44.16 feet;
7. North 30°13'55" East, 482.12 feet;
8. North 39°58'55" East, 229.78 feet;

9. North 18°06'04" East, 114.91 feet;
10. North 40°36'04" East, 77.33 feet;
11. North 5°43'08" West, 9.27 feet to the easterly right-of-way line of Kings Island Drive;

**Thence** with the easterly right-of-way line of Kings Island Drive North 39°11'38" East, 432.08 feet;

**Thence** leaving Kings Island Drive with a new permanent sewer easement line through the lands of Kings Island Park LLC for the following sixteen (16) courses:

1. North 45°41'08" East, 66.80 feet;
2. With a curve turning to the left with an arc length of 96.84 feet, with a radius of 790.00 feet, and being subtended by a chord bearing of North 42°10'25" East, for a distance of 96.78 feet;
3. North 38°39'43" East, 256.68 feet;
4. North 38°39'43" East, 521.14 feet;
5. North 34°17'52" East, 25.35 feet;
6. North 37°34'26" East, 35.34 feet;
7. North 36°57'30" East, 37.81 feet;
8. North 80°27'30" East, 28.77 feet;
9. North 33°57'30" East, 65.74 feet;
10. North 80°27'30" East, 78.73 feet;
11. North 36°57'30" East, 303.25 feet;
12. North 49°42'30" East, 55.22 feet;
13. North 39°57'30" East, 96.09 feet;
14. North 49°42'30" East, 129.90 feet;
15. South 87°32'24" East, 398.48 feet;

16. South 50°57'02" East, 233.56 feet to the northwesterly line of Lot 2 of the Great Wolf Subdivision recorded in Plat Book 70 pages 74 & 75;

**Thence** with the northwesterly line of Lot 2 South 39°08'51" West, 20.00 feet;

**Thence** leaving Lot 2 with a new permanent sewer easement line through the lands of Kings Island Park LLC for the following forty (40) courses:

1. North 50°57'02" West, 226.91 feet;
2. North 87°32'24" West, 350.96 feet;
3. South 73°42'28" West, 55.20 feet;
4. South 49°42'30" West, 94.22 feet;
5. South 39°57'30" West, 96.09 feet;
6. South 49°42'30" West, 54.69 feet;
7. South 36°57'30" West, 308.99 feet;
8. South 80°27'30" West, 78.12 feet;
9. South 33°57'30" West, 65.74 feet;
10. South 80°27'30" West, 29.38 feet;
11. South 36°57'30" West, 29.94 feet;
12. South 37°34'26" West, 34.88'
13. South 34°17'52" West, 25.54'
14. South 38°39'43" West, 521.90 feet;
15. South 38°39'43" West, 256.68 feet;
16. With a curve turning to the right with an arc length of 99.29 feet, with a radius of 810.00 feet, and being subtended by a chord bearing of South 42°10'25" West, for a distance of 99.23 feet;
17. South 45°41'08" West, 67.91 feet;

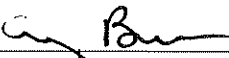
18. With a curve turning to the right with an arc length of 88.31 feet, with a radius of 790.00 feet, and being subtended by a chord bearing of South 42°29'00" West, for a distance of 88.26 feet;
19. South 39°16'52" West, 106.96 feet;
20. South 50°43'08" East, 42.75 feet;
21. South 73°13'08" East, 79.04 feet;
22. South 50°48'47" East, 839.89 feet;
23. North 84°11'13" East, 25.94 feet;
24. South 50°48'47" East, 43.03 feet;
25. South 39°11'13" West, 20.00 feet;
26. North 50°48'47" West, 34.74 feet;
27. South 84°11'13" West, 25.94 feet;
28. North 50°48'47" West, 844.21 feet;
29. North 73°13'08" West, 79.06 feet;
30. North 50°43'08" West, 46.73 feet;
31. South 39°16'52" West, 199.55 feet;
32. South 05°43'08" East, 17.79 feet;
33. South 40°36'04" West, 81.91 feet;
34. South 18°06'04" West, 114.80 feet;
35. South 39°58'55" West, 231.94 feet;
36. South 30°13'55" West, 480.41 feet;
37. With a curve turning to the left with an arc length of 43.09 feet, with a radius of 790.00 feet, and being subtended by a chord bearing of South 28°40'10" West, for a distance of 43.08 feet;

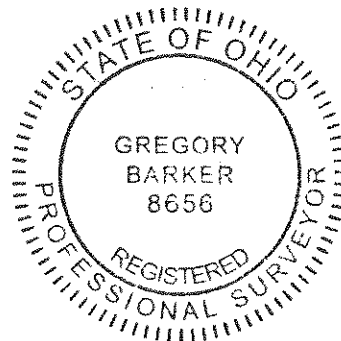
- 38. South 27°11'29" West, 794.00 feet;
- 39. South 26°15'44" West, 246.78 feet;
- 40. With a curve turning to the left with an arc length of 62.92 feet, with a radius of 790.00 feet, and being subtended by a chord bearing of South 23°58'51" West, for a distance of 62.90 feet;
- 41. South 21°41'57" West, 282.25 feet;
- 42. South 10°26'57" West, 135.26 feet to the southwesterly line of Kings Island Park LLC;

**Thence** with the common line of Kings Island Park LLC North 65°59'22" West, 20.57 feet to the **Point of Beginning**.

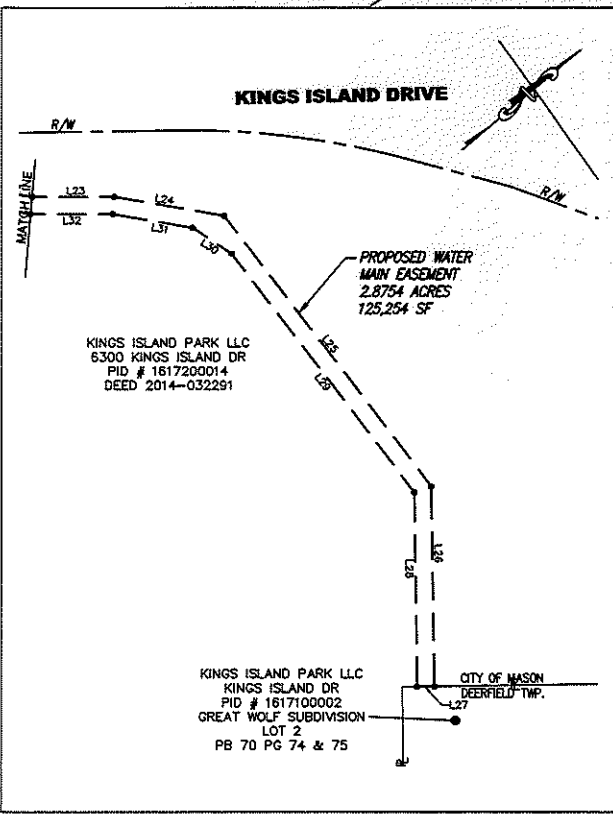
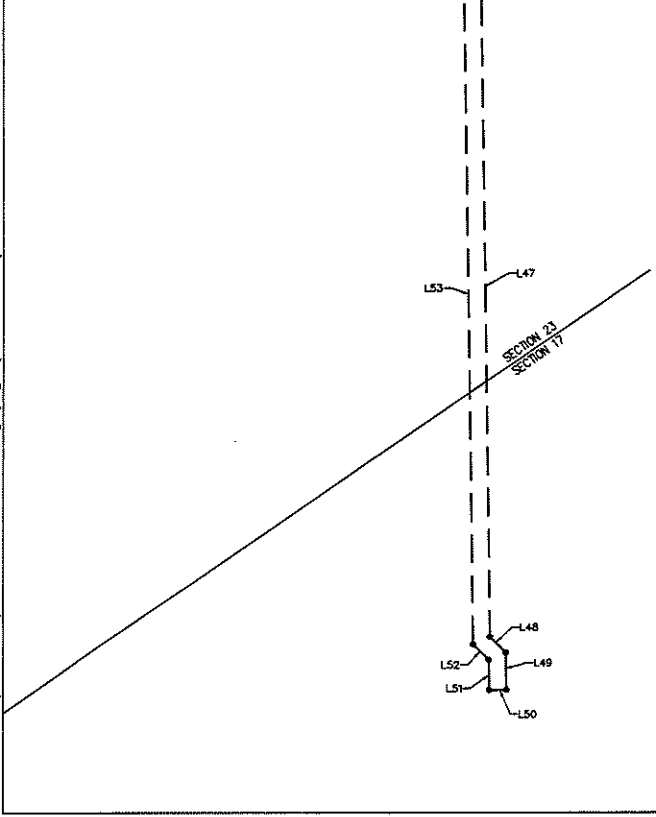
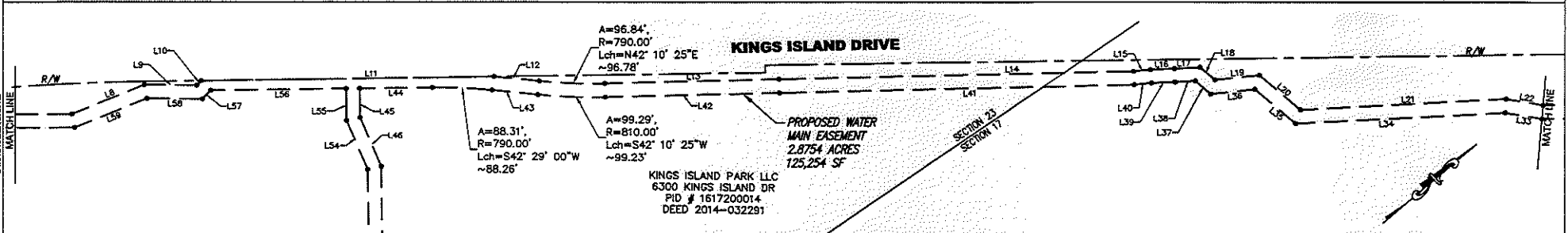
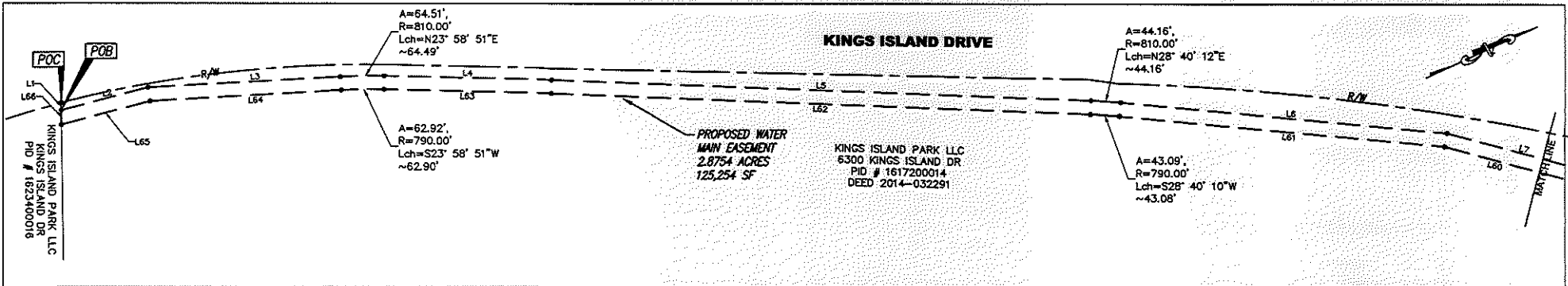
This easement area contains 125,254 square feet, more or less, and being subject to all legal highways, and any and all easement of record.

The above description was prepared on October 1, 2021 and is based on a survey made under the direct supervision of Gregory Barker, Ohio Registration No. S-8656. The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD 83, per GPS observation.

 5/18/2022  
\_\_\_\_\_  
Gregory Barker  
Ohio Registered Surveyor No. 8656  
RA Consultants LLC







Line #	Length	Direction
L1	10.84'	S65° 58' 22"E
L2	132.40'	N10° 26' 57"E
L3	284.22'	N21° 41' 57"E
L4	246.94'	N26° 15' 44"E
L5	794.15'	N27° 11' 29"E
L6	482.12'	N30° 13' 55"E
L7	229.78'	N39° 58' 55"E
L8	114.91'	N18° 06' 04"E
L9	77.33'	N40° 36' 04"E
L10	9.27'	N05° 43' 08"W
L11	432.08'	N39° 11' 38"E
L12	66.80'	N45° 41' 08"E
L13	256.68'	N38° 39' 43"E
L14	521.14'	N38° 39' 43"E
L15	25.35'	N34° 17' 52"E
L16	35.34'	N37° 34' 26"E
L17	37.81'	N38° 57' 30"E
L18	28.77'	N80° 27' 30"E
L19	65.74'	N33° 57' 30"E
L20	78.73'	N80° 27' 30"E
L21	303.25'	N38° 57' 30"E
L22	55.22'	N49° 42' 30"E
L23	96.09'	N39° 57' 30"E
L24	128.90'	N49° 42' 30"E
L25	396.48'	S87° 32' 24"E

Line #	Length	Direction
L26	233.56'	S50° 57' 02"E
L27	20.00'	S39° 09' 51"W
L28	226.91'	N50° 57' 02"W
L29	350.98'	N87° 32' 24"W
L30	55.20'	S73° 42' 28"W
L31	94.22'	S49° 42' 30"W
L32	96.09'	S39° 57' 30"W
L33	54.89'	S48° 42' 30"W
L34	308.99'	S38° 57' 30"W
L35	78.12'	S80° 27' 30"W
L36	65.74'	S33° 57' 30"W
L37	28.38'	S80° 27' 30"W
L38	29.94'	S38° 57' 30"W
L39	34.88'	S37° 34' 26"W
L40	25.54'	S34° 17' 52"W
L41	521.90'	S38° 39' 43"W
L42	256.68'	S38° 39' 43"W
L43	67.91'	S45° 41' 08"W
L44	106.98'	S38° 16' 52"W
L45	42.75'	S50° 43' 08"E
L46	79.04'	S73° 13' 08"E
L47	839.89'	S50° 48' 47"E
L48	25.94'	N84° 11' 13"E
L49	43.03'	S50° 48' 47"E
L50	20.00'	S39° 11' 13"W

Line #	Length	Direction
L51	34.74'	N50° 48' 47"W
L52	25.94'	S84° 11' 13"W
L53	844.21'	N50° 48' 47"W
L54	78.06'	N73° 13' 08"W
L55	46.73'	N50° 43' 08"W
L56	199.55'	S39° 16' 52"W
L57	17.78'	S05° 43' 08"E
L58	81.91'	S40° 36' 04"W
L59	114.80'	S18° 06' 04"W
L60	231.84'	S38° 58' 55"W
L61	480.41'	S30° 13' 55"W
L62	794.00'	S27° 11' 29"W
L63	246.78'	S26° 15' 44"W
L64	282.25'	S21° 41' 57"W
L65	135.26'	S10° 26' 57"W
L66	20.57'	N65° 59' 22"W

**EXHIBIT B**

SKETCH OF WATER MAIN EASEMENT  
KINGS ISLAND PARK LLC  
PID No. 1617200014

DATE: 9/13/2021

SCALE: 1" = 200'

DRAWN BY: S.H.Z.

CHECKED BY: S.H.Z.

DATE: 9/13/2021

REG. PROFESSIONAL ENGINEER  
STATE OF OHIO  
NO. 10854  
EXPIRES 12/31/2024

CONSULTANTS  
10000 WOODBURN RD  
CINCINNATI, OH 45240  
TEL: 513.763.1100  
WWW.CONCONSULTANTS.COM

FILENAME: Z:\9\new\Draw\Polynomial\Warren County\2021\Warren Co. Electric\Map\Transmission\Map\Design\6.5\_Drawing\8\main\ep\PROPOSED.dwg

## **WAIVER [OF APPRAISAL]**

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**WHEREAS**, nothing in Chapter 163 of the Revised Code [Appropriation of Property] precludes a person from voluntarily conveying his property, or a part thereof, including an easement across such property for public purposes, when a governmental agency offers to purchase the property, a part thereof or easement across such property; and,

**WHEREAS**, any such voluntary conveyance of a property, or a part thereof, including an easement across such property for public purposes, to a governmental agency is deemed for all purposes to be a sale under the threat of eminent domain in accordance with Ohio Rev. Code § 163.02; and,

**WHEREAS**, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may appropriate real property only after it obtains an appraisal of the property and provides a copy of the appraisal to the owner or, if more than one, each owner or to the guardian or trustee of each owner, at or before the time a governmental agency makes its first offer to acquire the property or the interest therein; and,

**WHEREAS**, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may prescribe a procedure to waive the appraisal in cases involving the acquisition by sale or donation of property with a fair market value of ten thousand dollars (\$10,000.00) or less; and,

**WHEREAS**, the Warren County Board of County Commissioners adopted Resolution No. 08-1093, dated July 17, 2008, that sets forth the procedure for waiving an appraisal as permitted in Ohio Rev. Code § 163.04 (C), as follows: Board hereby establishes a policy of waiving appraisals in accordance with Ohio Rev. Code § 163.04 (C), where the fair market value of an easement is estimated to be less than ten thousand dollars (\$10,000), for the following general circumstances:

1. Assessment projects where the property owners shall be beneficiaries of the project; and/or,
2. Projects where the property owners have requested that an appraisal not be performed.

**WHEREAS**, the Warren County Board of County Commissioners adopted Resolution No. 13-1618 dated November 5, 2013, determining the necessity for the Wayne-Massie Sewer District Improvement Area Project which consists of construction of upgrade and extension of the 6-inch forcemain along State route 73 to a 12-inch forcemain and replacing the Fifty Springs and Maple Street sanitary lift stations, ("Project") for public use and purposes; and,

WHEREAS, the Project necessitates Warren County to acquire an easement across the property identified above.

THEREFORE, in consideration of mutual promises, the receipt and sufficiency are hereby stipulated, the undersigned owner(s) of the property identified above does hereby knowingly and intelligently: (i) acknowledge its rights under Ohio Rev. Code § 163.04, et seq. to receive an appraisal of the property identified above for the Project; (ii) waive(s) the right to receive an appraisal of the property identified above for the Project; and, (iii) acknowledge Warren County's obligation to provide it with an appraisal of the property identified above for the Project and does further release and discharge Warren County and its agents, departments, employees and officials from providing the undersigned owner with an appraisal.

IN EXECUTION WHEREOF, the undersigned owner having had a sufficient opportunity to read this Waiver and having prior to signing it reviewed it with the assistance of legal counsel or elected not to review it with the assistance of legal counsel, does acknowledge that that its contents are fully and completely understood and shall be bound by its terms.

OWNER:

SIGNATURE: 

PRINTED NAME: BRIAN C. WITHROW

TITLE: EXP & CFO

DATE: 01.27.23

February 7, 2023

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTALLY <sup>ILITIES</sup> DISABLED, BOARD OF ELECTIONS, BUILDING & ZONING, DOG WARDEN, JUVENILE/MARY HAVEN, SHERIFF'S OFFICE AND TELECOMMUNICATIONS AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from <sup>Board of DD, BOE, Building & Zoning, Dog Warden,</sup> ~~Facilities Management,~~ <sup>and Telecom</sup> Juvenile/Mary Haven, ~~Park Board and~~ Sheriff's Office, in accordance with the Ohio Revised Code; list of said items 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:

Resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

/tm

cc: 2023 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

RECEIVED  
2023 FEB - 2 AM 11:52  
WARREN COUNTY COMMISSIONERS

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## 6 iPad Airs with Cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	BDD230001

Lot includes 6 iPad Air 2. All come with hard shell cases with keyboards. WILL NOT PAY TO SHIP  
**\*\*PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036\*\***

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH <a href="#">[view seller's other assets]</a>
Asset Contact	<a href="#">Priscilla Hahn</a> (Phone: 513-228-6421)
Asset Location	107 Oregonia Rd Lebanon, Ohio 45036-3903 <a href="#">Map to this location</a>

### Q Inspection

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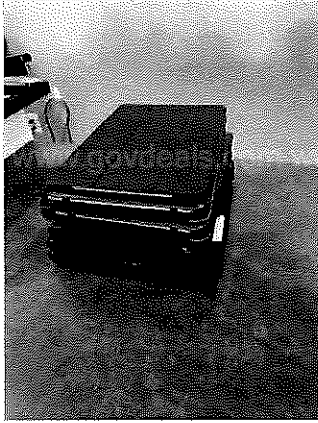
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## 6 iPad Airs with Cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	BDD23002

Lot includes 6 iPad Air 2. All with cases, one case does not have keyboard. WILL NOT PAY TO SHIP  
 \*\*PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Priscilla Hahn](#) (Phone: 513-228-6421)

**Asset Location** 107 Oregonia Rd  
 Lebanon, Ohio 45036-3903  
[Map to this location](#)

### Q Inspection

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## 6 iPad Airs with Cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

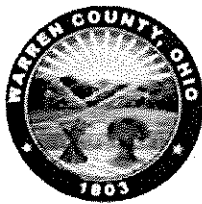
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	BDD230003

Lot Includes 6 iPad Air 2. 2 do not have cases, 4 have cases with keyboards. WILL NOT PAY TO SHIP  
 \*\*PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Priscilla Hahn](#) (Phone: 513-228-6421)

Asset Location 107 Oregonia Rd  
 Lebanon, Ohio 45036-3903  
[Map to this location](#)

### Q Inspection

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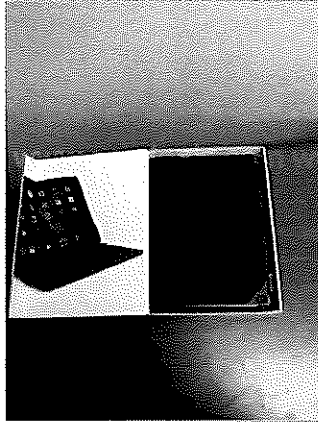
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## iPad Air / Air 2 cases- new in box

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors



Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	BDD230004

Lot includes iPad Air/ Air 2 cases. New in box. WILL NOT PAY TO SHIP  
 \*\*PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Priscilla Hahn](#) (Phone: 513-228-6421)

**Asset Location** 107 Oregonia Rd  
 Lebanon, Ohio 45036-3903  
[Map to this location](#)

### Q Inspection



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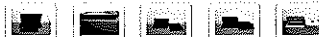
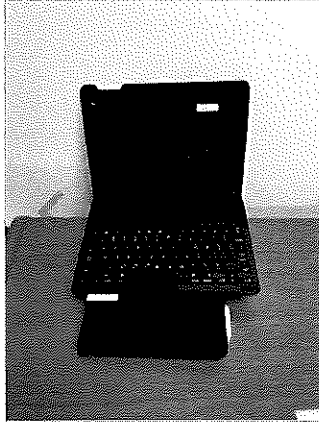
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## iPad Air Cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

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Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	BDD230005

Lot includes various brands of iPad Air 2 cases. WILL NOT PAY TO SHIP

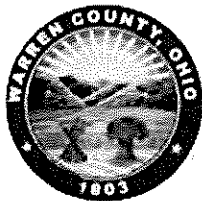
2- Beklin with keyboard 2- LogiTech with keyboard 2- Otterbox 4- Belkin soft shell cases 5- Arteck hard shell cases with keyboards

**\*\*PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036\*\***

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Priscilla Hahn](#) (Phone: 513-228-6421)

**Asset Location** 107 Oregonia Rd  
Lebanon, Ohio 45036-3903  
[Map to this location](#)

### Q Inspection

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## iPhone Cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230006

Lot Includes various Otterbox iPhone cases- 5, 6, 7. WILL NOT PAY TO SHIP  
 \*\*PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Priscilla Hahn](#) (Phone: 513-228-6421)

**Asset Location** 107 Oregonia Rd  
 Lebanon, Ohio 45036-3903  
[Map to this location](#)

### Q Inspection

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## Epson Projector

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Audio/Visual Equipment	BDD230007

Epson Projector, with carrying cases and remote

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH <a href="#">[view seller's other assets]</a>
Asset Contact	<a href="#">Priscilla Hahn</a> (Phone: 513-228-6421)
Asset Location	107 Oregonia Rd Lebanon, Ohio 45036-3903 <a href="#">Map to this location</a>

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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## White Folding Tables

Auction Ends **1/26/23 10:43 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0 visitors**

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE230001

19 White folding Tables with handle 8ft Long

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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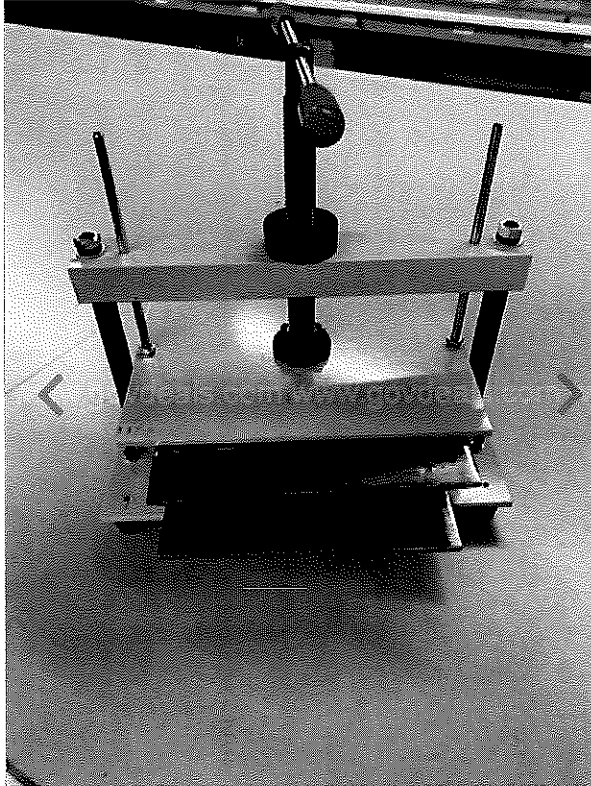
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## Ballot Press

Auction Ends **1/24/23 10:46 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE230002

2 Hand powered Ballot Press. Used to flatten out ballots before going though scanners.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## Filing Cabinet

Auction Ends **3/3/23 11:47 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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**0** visitors

**Condition**

**Category**

**Inventory ID**

Used/See Description

Election Equipment

BOE230003

Four Drawer Filing Cabinet

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## Filing Cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

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**0** visitors

**Condition**

**Category**

**Inventory ID**

Used/See Description

Election Equipment

BOE230004

4 drawer filing cabinet

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## office supplies

Auction Ends **ET**

Starting Bid **\$0.00**

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**0** visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	B&Z230001

2 CLIP BOARDS, 2 GARMINS, 3 OFFICE CHAIRS, 5 FILE FOLDERS, 6 DESK ORGANIZERS, BINDING COVERS (BLACK & WHITE) BLACK BINDERS, BOOK ENDS, BUSINESS CARD HOLDER, CALCULATOR TAPE, CALCULATOR, CANNON SCANNER, BINDER CLIPS, DRY ERASER BOARD, 2 FLOOR MATS, KEYBOARD HOLDER, KEYBOARDS, HP COPY LASTER JETPRO, PEN HOLDER, TAPE, STAPLES

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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## computer, monitor, keyboard & mouse

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

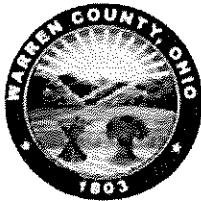
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	DOG23001

Dell Optiplex380, View Sonic(Monitor) with keyboard and mouse.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



<b>Seller Name</b>	Warren County, OH
<b>Asset Contact</b>	<a href="#">Nate Harper</a> (Phone: 513-695-2122)
<b>Asset Location</b>	230 Cook Rd Lebanon, Ohio 45036-9600 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment

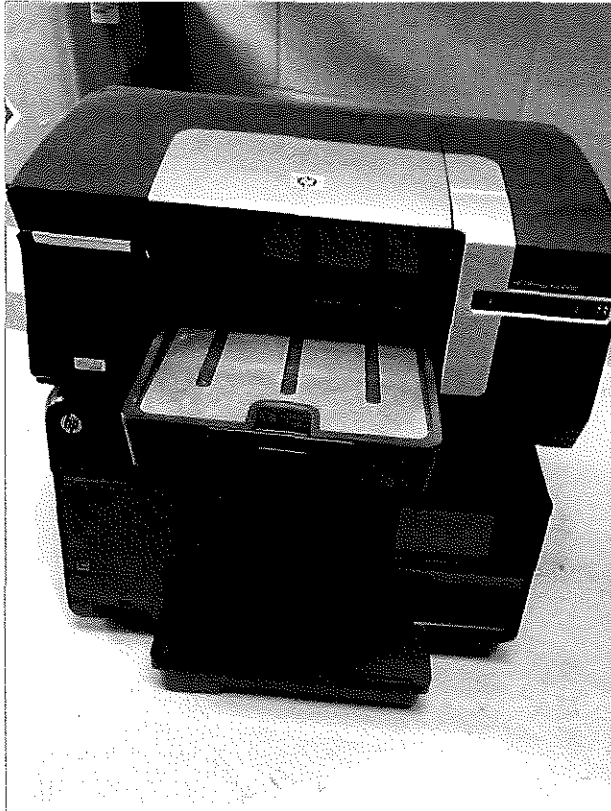
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## 2 HP printers

Auction Ends **ET**

Starting Bid **\$0.00**

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**0** visitors

### Make/Brand

HP

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Printers, Scanners, and Copiers	DOG230002

HP Office Jet Pro K550 and HP Pro 8620 Printers

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information

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## Canon Copier

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Computer Printers, Scanners, and Copiers	DOG230003

Canon PC940 Copier

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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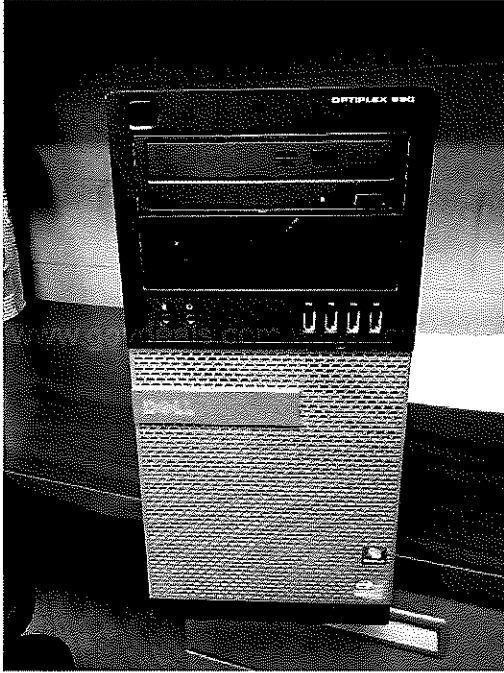
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## Dell Optiplex 990

Auction Ends	2/6/23 10:45 AM ET
Starting Bid	\$1.00
Bid Increment	\$2.00
Minimum Bid	\$1.00

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Condition	Category	Inventory ID
Used/See Description	Computer Hardware	MRY23005

1 - Dell Optiplex 990

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



Seller Name	Warren County, OH <a href="#">[view seller's other assets]</a>
Asset Contact	<a href="#">Michael Mason</a> (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 <a href="#">Map to this location</a>

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## UPS, PRINTERS, LAPTOP, CAMERAS,DVR,MONITORS, AND KEYBOARD

Auction Ends **4/26/23 2:15 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Computer accessories	SHF23502

Tripp-Lite UPS HP Laser Jet Pro color M251nw Lenovo think pad lap top 15" HP Color Laser Jet Pro M452dw 18 Panasonic Cameras 18 Panasonic DVR's 5 Monitors 1 Keyboard

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Craig Justice](#) (Phone: 513-695-1749 ext. 1749)

**Asset Location** 822 Memorial Dr  
Lebanon, Ohio 45036-2355  
[Map to this location](#)

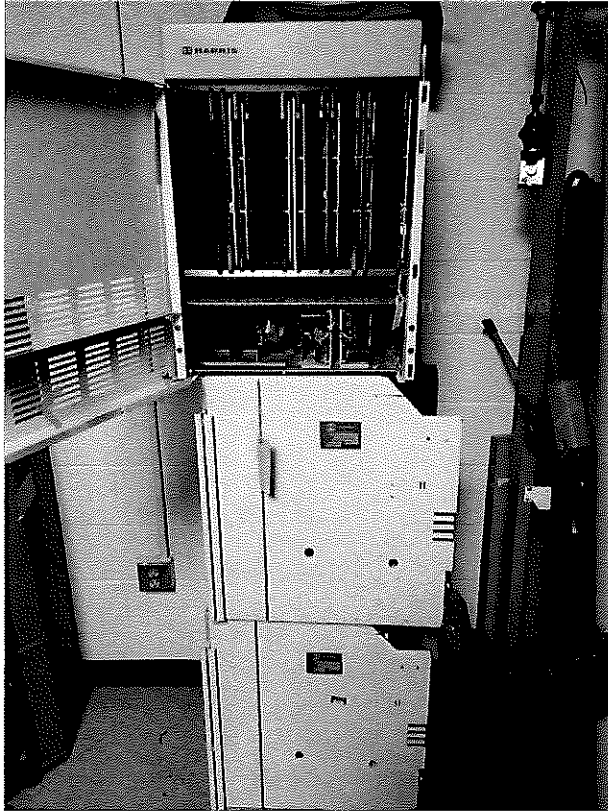
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## 3 Harris 512 Port RDT MAP AC, 1 Harris 128 Port NRDNT MAP AC

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors



Make/Brand	Model	VIN/Serial	
Harris	512 Port / 128 Port	6563-1 / 9192-1 C/C	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Public Utility Equipment	TEL23004

unknown working condition for this lot of items

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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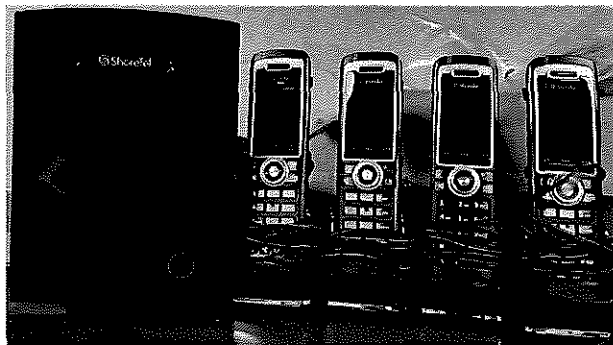
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## 4 Shoretel Cordless Handsets, 1 Shoretel Base Unit, 5 Shoretel IP 655

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Make/Brand	Model	VIN/Serial	
Shoretel	IP930D, IP 655	see below	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Audio/Visual Equipment	TEL23005

All items are in working condition

serial numbers: 1719002363 00104945F8AA 00104945F8A4 00104945F870 00104945F7E9 00104945F8A6

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

**Asset Location** 500 Justice Dr  
Lebanon, Ohio 45036-2379  
[Map to this location](#)

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## 9 Key Tronic Keyboards PS2 Connection

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Make/Brand	Model	VIN/Serial	
Key Tronic	KT800PS2	C121800338	
Quantity	Condition	Category	Inventory ID
Lot 1	New/Unused	Computers, Parts, and Supplies	TEL23006

Unknown working conditions for all 9 new un-opened keyboards

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name **Warren County, OH** [\[view seller's other assets\]](#)

Asset Contact **[Kristy Oeder](#) (Phone: 513-695-1319)**

Asset Location **500 Justice Dr  
Lebanon, Ohio 45036-2379**  
[Map to this location](#)



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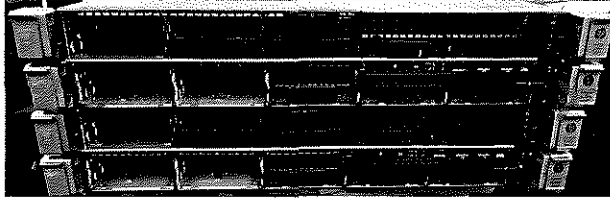
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2 HP Proliant DL360 Gen9,  
2 HP Proliant DL360p Gen8,  
1 Barracuda Web Security  
Gateway 310

Auction Ends **ET**  
Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Make/Brand	Model	VIN/Serial	
HP and Barracuda	Proliant DL and Gateway	see below	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	TEL23007

Items are in working order  
MXQ53503NS MXQ53503P3 MXQ4420DVM MXQ443053P BAR-YF-1183003

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

**Asset Location** 500 Justice Dr  
Lebanon, Ohio 45036-2379  
[Map to this location](#)

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

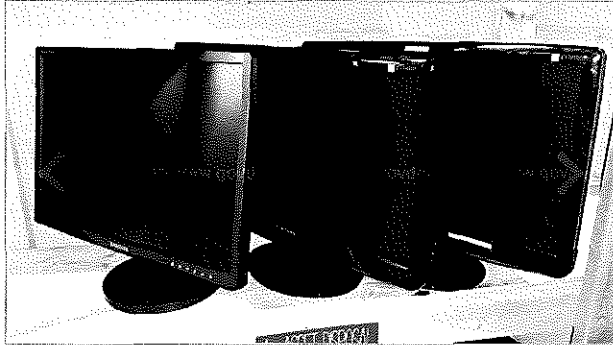
# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



[More Photos](#)

## 3 Samsung Monitors, 2 Compaq Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial	
Samsung and Compaq	B2330, 225BW, 7020	see below	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	TEL23008

Unknown working condition for this lot of monitors  
 Model B2330 S/N PU23HVNB900663 Model 225BW S/N DP22HVFLA05515N Model 7020 S/N 209CK64GA436

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

**Asset Location** 500 Justice Dr  
 Lebanon, Ohio 45036-2379  
[Map to this location](#)

### Q Inspection

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/31/23 and 2/2/23 as attached hereto and made a part hereof.

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

M  
M  
M

Resolution adopted this \_\_\_\_ day of \_\_\_\_\_ 2023.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

/tao

cc: Auditor \_\_\_\_\_

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR TURNING LEAF, LLC, FOR COMPLETION OF IMPROVEMENTS IN TURNING LEAF, SECTION 7A SITUATED IN HAMILTON TOWNSHIP.

WHEREAS, while the roadway improvements have now been completed, and the Erosion Control Bond remains in force under a separate bond agreement; *and*

*THEREFORE*  
NOW BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release<sup>1</sup>:

BOND RELEASE

*(Handwritten initials)*

Bond Number	:	17-017 (P/S-M) ✓
Development	:	Turning Leaf, Section 7A ✓
Developer	:	Turning Leaf, LLC ✓
Township	:	Hamilton ✓
Maintenance Amount	:	\$26,704.60 ✓
Surety Company	:	Guarantee Co. of North America, USA (20151434) ✓

Recommended by:

WARREN COUNTY ENGINEER

*Neil F. Tunison* *NR*

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

Date  
2/2/23

RECEIVED

2023 FEB -2 PM 2:10

WARREN COUNTY COMMISSIONERS

cc: Turning Leaf, LLC, Attn: Jill Prior, 11025 Reed Hartman Highway, Suite B-1, Cincinnati, OH 45242  
The Guarantee Co. of North America USA, One Towne Square, Suite 1470, Southfield, MI 48076  
Engineer (file)  
Bond Agreement file

<sup>1</sup> This document is for recommendations purposes only and shall not be construed as approval of a Surety Bond release.

APPROVE TURNING LEAF WAY IN TURNING LEAF, SECTION 7A FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Turning Leaf Way has been constructed in compliance with the approved plans and specifications; and<sup>1</sup>

Street Number	Street Name	Street Width	Street Mileage
1455-T	Turning Leaf Way	0'-29'-0"	0.085

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Hamilton Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

Recommended by:

WARREN COUNTY ENGINEER

*Neil F. Tunison* 1/8/12

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

Date  
2/2/23

cc: Map Room (Certified copy)  
Township Trustees  
Engineer (file)  
Developer  
Bond Agreement file

RECEIVED

2023 FEB -2 PM 2:10

WARREN COUNTY  
COMMISSIONERS

<sup>1</sup> This document is for recommendations purposes only and shall not be construed as approval of an approval of street maintenance.

OWNER'S CONSENT AND DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATED, DO HEREBY VOLUNTARILY CONSENT TO THE DEDICATION OF THE LAND PLAT AND TO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, BODILY AND TRAILS AND FOR THE MAINTENANCE AND REPAIR OF SAID PUBLIC UTILITIES, BODILY AND TRAILS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REPAIR OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, BODILY AND TRAILS, STORM WATER OVERHEAD AND FOR THE EXPRESS PURPOSE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, CABLE ENERGY, CONCRETE & BELL TELEPHONE CO., SPECTRUM CABLE, WESTERN WATER COMPANY AND THE WARREN COUNTY COMMISSIONERS.

EASEMENTS ARE SPECIFICALLY GRANTED TO WESTERN WATER COMPANY, INC. ITS SUCCESSORS OR ASSIGNS FOR THE LOCATION OF WATER LINES, VALVES AND APPURTENANCES WITHIN DEDICATED RIGHTS-OF-WAY AND DESIGNATED PUBLIC UTILITY EASEMENTS. ALSO GRANTED IS THE RIGHT OF WESTERN WATER COMPANY, INC. TO INSTALL, SERVICE, AND MAINTAIN WATER METER CHUCKS AND APPURTENANCES OUTSIDE OF AND ADJACENT TO SAID DEDICATED RIGHTS-OF-WAY FOR PUBLIC ROADS OR PUBLIC UTILITY EASEMENTS.

THE UNDERSIGNED FURTHER STATES THAT TO THE BEST OF HIS KNOWLEDGE ALL PERSONS AND CORPORATIONS INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LIENHOLDERS HAVE UNITED IN ITS EXECUTION.

PUBLIC SANITARY SEWER EASEMENT

ANY PUBLIC SANITARY EASEMENT AS SHOWN ON THIS PLAT IS GRANTED IN FAVOR OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS. THE EASEMENT GRANTS TRUSTEES, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONTRACT, LOC, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, AND REMOVE SANITARY SEWERS, COVERS, MANHOLE, PUMP STATIONS AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE PURPOSES OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS AND FOR PROVIDING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) MODIFY THE AMOUNT OF COVER OR THE UTILITY LINES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE UNDERSIGNED FURTHER STATES THAT TO THE BEST OF HIS KNOWLEDGE ALL PERSONS AND CORPORATIONS INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LIENHOLDERS HAVE UNITED IN ITS EXECUTION.

AS TO ALL:

OWNER: TURNING LEAF, LLC
BY: ROBERT C. ROSEN INTERESTS, INC.
WITNESSES: STEVE BUZZE, VICE PRESIDENT



STATE OF OHIO, COUNTY OF HAMILTON, SS:
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TURNING LEAF, LLC BY STEVE BUZZE, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

NOTARY PUBLIC
STATE OF OHIO

GRANT OF UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED, HEREBY DO HEREBY VOLUNTARILY GRANT TO PUBLIC UTILITY ENGINEERING, INC. AND THEIR PERMITTEE OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF PUBLIC UTILITY SERVICES, THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS UTILITY EASEMENTS FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY AND ALL NECESSARY FACILITIES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELEVISION, CABLE TELEVISION OR OTHER UTILITIES, BODILY AND TRAILS, AND FACILITIES. THE GRANTEE SHALL HAVE THE RIGHT OF ACCESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROUNDS OR OVERHEADS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTED FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES; (4) HAVE AND TO HOLD THE EASEMENT FOREVER. WE ACKNOWLEDGE WE HAVE THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO CABLE ENERGY, CONCRETE & BELL TELEPHONE CO., INC. AND ITS SUCCESSORS, ASSIGNS AND AGENTS IS THE RIGHT TO LATERALLY ENTER, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DESTINATION ONLY OVER SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED, RECONSTRUCTION OR REPLACEMENT WITHIN THE RIGHT-OF-WAY OR EASEMENT AREA. THE GRANTEE, OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREABLE LOCATION, NO PART OF THE UTILITY EASEMENTS SHALL ENCLUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

DEED REFERENCE

SITUATED IN MILITARY SURVEY #1547, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING A TOTAL OF 3.4422 ACRES AND BEING PART OF THE SAME TRACT AS CONVEYED TO TURNING LEAF, LLC AS DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 2665, PAGE 498, WARREN COUNTY, OHIO.

SUBJECT TO HOME OWNER'S RESTRICTIONS

THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TURNING LEAF HOME OWNERS ASSOCIATION, INC. WHICH IS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO COMMENCING WITH OFFICIAL RECORD VOLUME 2476, PAGES 1 AND 2 AND THE ARTICLES OF INCORPORATION AND CODE OF REGULATIONS FOR THE ASSOCIATION AND INCLUDING ANY SUPPLEMENTS OR AMENDMENTS OR REAMENDMENTS THERETO.

TURNING LEAF

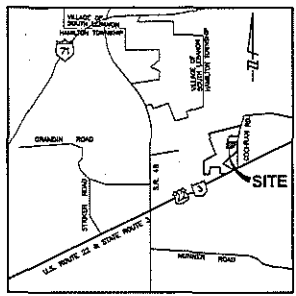
SECTION 7A

CONTAINING 3.4422 ACRES

LOCATED IN

MILITARY SURVEY #1547
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

JULY, 2017



COUNTY COMMISSIONERS
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 1st DAY OF September 2017.
COMMISSIONERS: [Signatures]
COUNTY RECORDER:
FILE NO. 2017-027821
RECEIVED ON THIS 1st DAY OF September 2017 AT 2:00 P.M.
RECORDED ON THIS 1st DAY OF September 2017 AT 2:02 P.M.
RECORDED IN PLAT BOOK NO. 96, PAGE 910.
FEE: \$179.90
BY: [Signatures]
COUNTY AUDITOR:
TRANSFERRED ON THIS 1st DAY OF September 2017
BY: [Signatures]
DEPUTY: [Signatures]

DRAINAGE STATEMENT
UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON BOUNDARY LINES AND A TWENTY (20) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.
THE EASEMENT AREA SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS. WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSES WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND IMPACT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 6609.02 OF THE OHIO REVISION CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENT) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR REESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORM WATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLIC MAINTENANCE PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAIN, CULVERTS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF BUMP MANS AND CULVERTS FOR PRIVATE DRIVEWAYS. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNERS MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THIS PLAT.

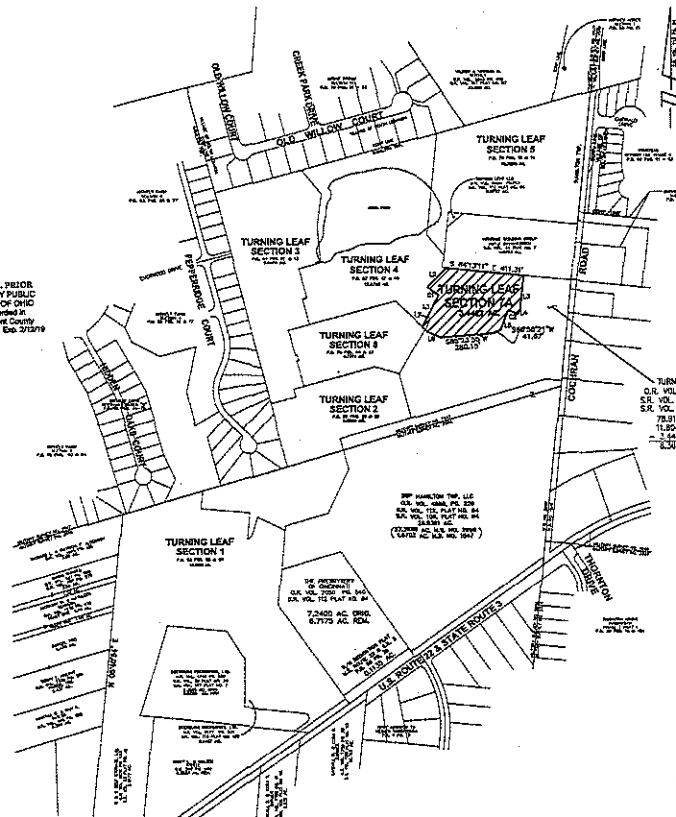
THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING STORM SEWERS, STRUCTURES, DETENTIONMENTATION BASINS, AND BUMP MANS.

COUNTY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 30th DAY OF August 2017.
COUNTY SANITARY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 31st DAY OF August 2017.

WARREN COUNTY REGIONAL PLANNING COMMISSION
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 31st DAY OF August 2017.

HAMILTON TOWNSHIP ZONING INSPECTOR:
I HEREBY APPROVE THIS PLAT ON THIS 30th DAY OF August 2017.

STATE OF OHIO
SCOTT R. LINDGREN
SURVEYOR NO. 7853
DATE: 8-24-17



LINE TABLE with columns: LINE, BEARING, DISTANCE. Includes lines 1 through 7.

CURVE TABLE with columns: CURVE, RADIUS, DELTA, LENGTH, CH, BEARING, CH DISTANCE. Includes curves C1 and C2.

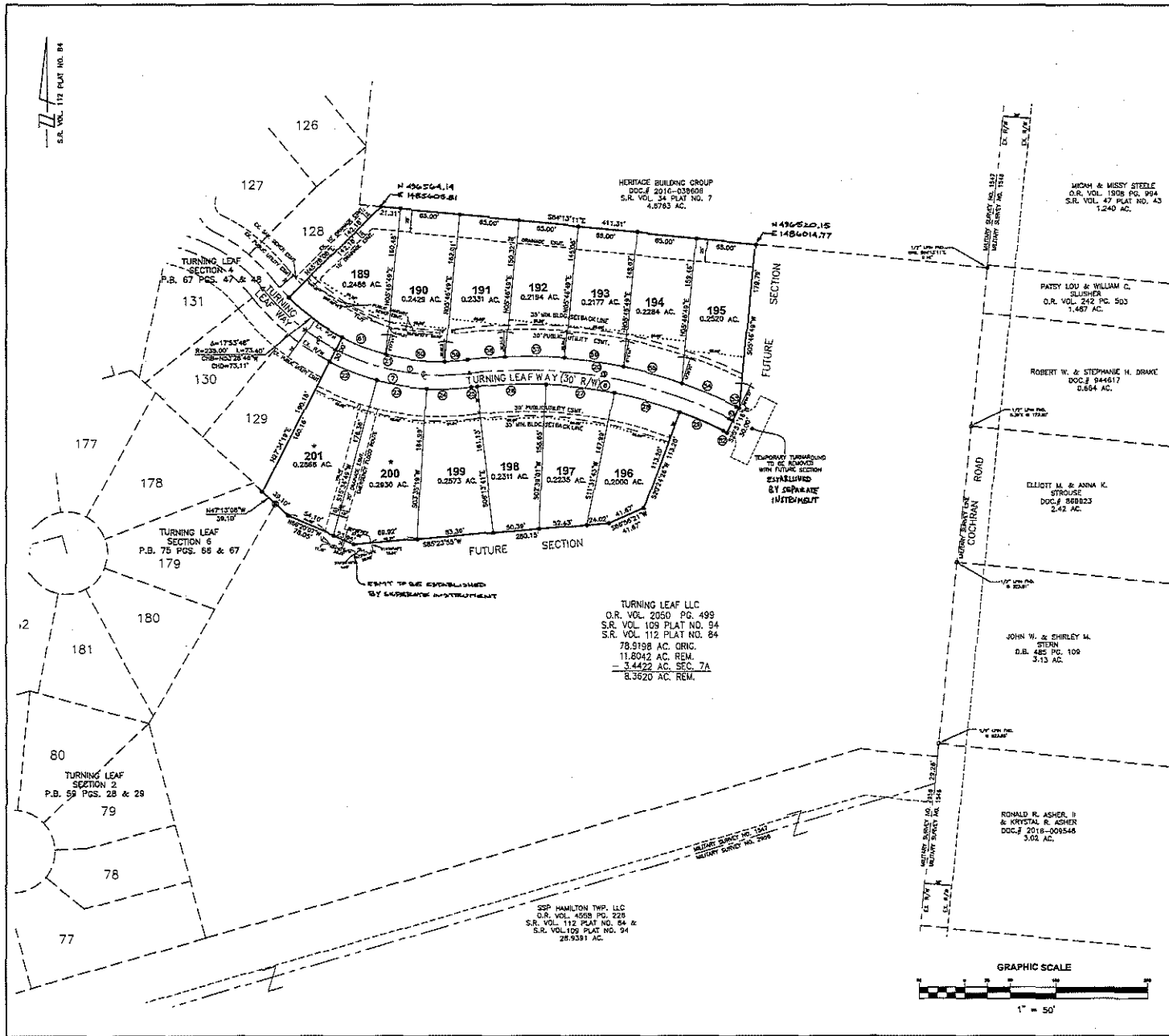
SIDWELL TABLE with columns: LOT #, SIDWELL #, OLD, NEW. Lists lots 1 through 28.

SECTION 7A AREA SUMMARY with columns: LOTS, R/W, TOTAL. Shows 3,1340 AC, 0,3082 AC, and 3,4422 AC.

OWNER / DEVELOPER
TURNING LEAF, LLC
11625 REED HARTMAN HWY.
SUITE B-1
BLUE ASH, OHIO 45242
(513) 894-1708

Evans CivilPro Engineers, LLC
Consulting Engineers & Surveyors
4700 Duke Drive, Suite 100
Mason, Ohio 45040
(513) 398-1728

TURNING LEAF SECTION 7A
CREATED IN MILITARY SURVEY #1547 HAMILTON TOWNSHIP WARREN COUNTY, OHIO
SCALE: AS SHOWN
DATE: 8/23/17
SHEET 1 OF 2



BLK	LOT	AREA	OWNER	ACRES
1	188	0.2465	HERITAGE BLDG GROUP	0.2465
1	189	0.2465	HERITAGE BLDG GROUP	0.2465
1	190	0.2465	HERITAGE BLDG GROUP	0.2465
1	191	0.2465	HERITAGE BLDG GROUP	0.2465
1	192	0.2465	HERITAGE BLDG GROUP	0.2465
1	193	0.2465	HERITAGE BLDG GROUP	0.2465
1	194	0.2465	HERITAGE BLDG GROUP	0.2465
1	195	0.2465	HERITAGE BLDG GROUP	0.2465
1	196	0.2465	HERITAGE BLDG GROUP	0.2465
1	199	0.2573	TURNING LEAF LLC	0.2573
1	200	0.2830	TURNING LEAF LLC	0.2830
1	201	0.2868	TURNING LEAF LLC	0.2868

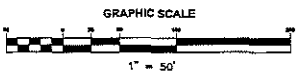
THE MINIMUM OPENING ELEVATIONS SHOWN HEREON ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR TURNING LEAF SECTION 7A, DATED 12/22/09 AND WITH A REVISION DATE OF 02/05/11 AND REQUIRES PROPER DRAINAGE AWAY FROM THE FOUNDATION.

\* FINAL FIRST FLOOR ELEVATIONS AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN AND THE GRADING AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.

LOT NO. MOE S24S S24S

FOR BENCHMARK, GRADING AND STORM DRAINAGE INFORMATION SEE THE ABOVE REFERENCED IMPROVEMENT PLANS.

- NOTES:**
- 1) ○ INDICATES 5/8" IRON PIN W/ CAP SET PREVIOUSLY
  - 2) ● INDICATES 1" IRON PIN W/ CAP SET PREVIOUSLY
  - 3) ● INDICATES 5/8" IRON PIN W/ CAP TO BE SET, UNLESS OTHERWISE NOTED.
  - 4) ▲ INDICATES WAG SPIKE SET PREVIOUSLY, UNLESS OTHERWISE NOTED.
  - 5) ▲ INDICATES WAG SPIKE TO BE SET, UNLESS OTHERWISE NOTED.
  - 6) DOCUMENTS USED: AS SHOWN.
  - 7) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
  - 8) OCCUPATION IN GENERAL FITS SURVEY
  - 9) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
  - 10) ALL LOTS SHALL BE SUBJECT TO A 5 FEET MINIMUM SIDE YARD SETBACK / 14 FEET TOTAL FOR BOTH SIDES AND 30 FEET MINIMUM REAR YARD SETBACK.
  - 11) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FIVE (5) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND TEN (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.
  - 12) ALL LOTS SHALL PROVIDE TWO (2) UNRESTRICTED, OFF STREET PARKING SPACES, EXCLUSIVE OF GARAGE PARKING.
  - 13) PAVE INDICATES PUBLIC UTILITY EASEMENT



<b>Evans</b> <b>CivilPro</b> <b>Engineers, LLC</b> Consulting Engineers & Surveyors 4760 Duke Drive, Suite 100 Mason, Ohio 45040 (513) 398-1728	<b>TURNING LEAF SECTION 7A</b>	OK'D BY: BRL DWN BY: REE
	SITUATED IN MILITARY SURVEY #1547 HAMILTON TOWNSHIP WARREN COUNTY, OHIO	IN: ECR-14C DATE: 02/29/17

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on February 1, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, Chair  
Joseph Rozzi – Trustee, Vice Chair  
Darryl Cordrey - Trustee

Mr. Sousa introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 23-0201A**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND  
SETTING SPEED LIMITS ON SECTION SEVEN "A", IN THE TURNING LEAF  
SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE SECOND  
READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Turning Leaf subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Seven "A" (7A) shown on the attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

**SECTION 1.** Hamilton Township accepts Section Seven "A" as shown on the attached Exhibit A of the Turning Leaf subdivision for maintenance.

**SECTION 2.** The speed limit in Section Seven "A" (7A) of the Turning Leaf subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.

**SECTION 3.** The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

**SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.

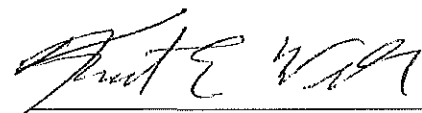


Mr. Rozzi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

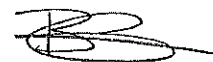
Darryl Cordrey –	Aye	<u>✓</u>	Nay	<u>      </u>
Joseph P. Rozzi –	Aye	<u>✓</u>	Nay	<u>      </u>
Mark Sousa –	Aye	<u>✓</u>	Nay	<u>      </u>

Resolution adopted this 1<sup>st</sup> day of February 2023.

Attest:

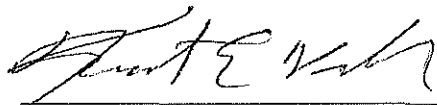
  
Kurt E. Weber, *Fiscal Officer*

Approved as to form:

  
Benjamin J. Yoder, *Law Director*  
Benjamin J. Yoder, ASSISTANT LAW DIRECTOR

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on February 1, 2023.

Date: 2/1/2023

  
Kurt E. Weber, *Fiscal Officer*

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH RED HAWK LAND, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 3C SITUATED IN THE VILLAGE OF MORROW

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

SECURITY AGREEMENT


Bond Number	:	23-002 (W/S)
Development	:	The Woodlands at Morrow, Phase 3C
Developer	:	Red Hawk Land, LLC
Location	:	Village of Morrow
Amount	:	\$12,820.91 <sup>0*</sup>
Surety Company	:	Great American Insurance Company

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 X<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_

Tina Osborne, Clerk

cgb

cc: Red Hawk Land LLC, 3400 Werk Road, Cincinnati, Ohio 45211  
Great American Insurance Group, 301 E 4<sup>th</sup> Street, Cincinnati, OH 45202  
Water/Sewer (file)  
Bond Agreement file

WARREN COUNTY COMMISSIONERS  
2023 JAN 31 AM 10:15  
RECEIVED

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

23-002 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Red Hawk Land, LLC  
\_\_\_\_\_ (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Great American Insurance Group \_\_\_\_\_ (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Woodlands  
at Morrow **Subdivision, Section/Phase** 3C (3) (hereinafter the "Subdivision") situated in  
\_\_\_\_\_ (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 \$128,209.11,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
-0-; and,

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

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

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 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 \$12,820.91 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:

Red Hawk Land, LLC

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3400 Werk Rd

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Cincinnati, OH 45211

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Ph. ( 513 ) 451 - 2611

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D. To the Surety:  
Great American Insurance Group  
\_\_\_\_\_  
301 E 4th Street  
\_\_\_\_\_  
Cincinnati, OH 45202  
\_\_\_\_\_  
Ph. (513) 369-5000

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:** Red Hawk Land, LLC

**SURETY:** Great American Insurance Group

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

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

SIGNATURE: Mary S Allen

SIGNATURE: 

PRINTED NAME: Mary S. Allen

PRINTED NAME: Timothy J. Iori

TITLE: Manager

TITLE: Attorney in Fact

DATE: 1-24-2023

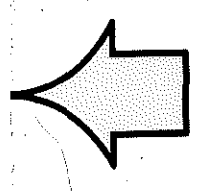
DATE: 1/24/2023

**[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 \_\_\_\_\_, dated \_\_\_\_\_.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**



SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: President

DATE: \_\_\_\_\_

RECOMMENDED BY:

By: *Mary Baumbach*  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: *Colin M. Thi*  
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

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21554

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
TIMOTHY J. IORI	ALL OF	ALL
JAMES L. IORI	CINCINNATI, OHIO	\$100,000,000
ANTHONY L. IORI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of NOVEMBER, 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 11TH day of NOVEMBER, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

*24th*

day of

*January 2013*



*Stephen C. Beraha*

Assistant Secretary

APPROVE SUPPLEMENTAL ADJUSTMENT FOR WARREN COUNTY COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental adjustment:

\$ 40,000.00 ✓ into BUDGET-BUDGET 22891227 5400 ✓ Purchased Services ✓

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 February 2023.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

Supplemental Adjustment 2289

cc: Auditor \_\_\_\_\_  
Supplemental Adjustment  
Common Pleas (file)  
OMB

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

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

\$2,897.00 ✓ from #11011110-5882 ✓ (Commissioners - Vacation Leave Payout) ✓  
into #11012200-5882 ✓ (Sheriff's Office - Vacation Leave Payout) ✓

\$1,009.00 ✓ from #11011110-5881 ✓ (Commissioners - Sick Leave Payout) ✓  
into #11012200-5881 ✓ (Sheriff's Office - Sick Leave Payout) ✓

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

Mr.  
Mr.  
Mr.

Resolution adopted this day of February 2023.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tina Osborne, Clerk

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

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1630.14 ✓ from #11011600-5114 ✓ (Overtime Pay) ✓  
into #11011600-5882 ✓ (Vacation Leave Payout) ✓

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 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

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

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND  
#2202

BE IT RESOLVED, to approve the following appropriation adjustments :

\$ 5000.00 ✓	from	22023110-5400 ✓	(Purchased Services) ✓
	into	22023110-5911 ✓	(Non Taxable Meal Fringe) ✓
\$ 5000.00	from	22023110-5102 ✓	(Regular Salaries) ✓
	into	22023110-5882 ✓	(Vacation Leave Payout ) ✓

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 7<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Engineer (file)

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#22471~~242~~

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court  
RECLAIM FUND#22471242:

\$ 10,000.00 ✓ from 22471242-5400 ✓ (Purchased Services) ✓  
into 22471242-5910 ✓ (Other Expense) ✓

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 <sup>th</sup> day of 2023.

BOARD OF COUNTY COMMISSIONERS

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Tina Osborne, Clerk

cc: Auditor \_\_\_\_\_  
Appropriation Adj. file  
Juvenile (file)

#2

XX-

WITH CROSSROADS CHRISTIAN CHURCH

December XX, 2022

APPROVE AND ENTER INTO AN EASEMENT AGREEMENT FOR WATERLINE AND APPURTENANCES FOR THE STATE ROUTE 48 AND US 22 WATER IMPROVEMENT PROJECT; WAIVE SUBORDINATION OF LIENS, AND APPROVE AND AUTHORIZE PAYMENT OF JUST COMPENSATION

WHEREAS, on June 7, 2022 the Board of County Commissioners of Warren County, Ohio adopted Resolution 22-0817 determining the necessity for the appropriation of property for the construction, operation, and maintenance of approximately 6,940 feet of water line extending northward along State Route 48 from Willow Pond Boulevard to a location 440 feet north of Ridgeview Lane and for the construction, operation, and maintenance of approximately 1,600 feet of water line extending eastward along US 22 from Start Route 48 to the west property line of the 5.2 acre Parcel No. 17-35-101-004.; and

WHEREAS, this Board has deemed it necessary to obtain permanent easements and temporary work agreements for the construction, operation and maintenance of water line improvements along said route, and authorize compensation specifically for the following properties which have been appraised for easement acquisition and negotiations conducted with the following results:

Parcel #	Owner	Type	Compensation
16-05-226-009	Crossroads Christian Church	Easement	\$11,000.00

WHEREAS, the easement area is part of a parcel or property encumbered with substantial liens; and

WHEREAS, to protect and preserve the County's interest in easements where the Grantor has a lien and/or mortgage, the County encourages the execution of a "Consent and Subordination" Agreement with the lien/mortgage holder; and

WHEREAS, it is understood that if the "Consent and Subordination" Agreement is not recorded with the easement of a property and said property is foreclosed upon, the County must obtain an easement again and may have to pay fair market value of said easement; and

WHEREAS, the Board recognizing the fair market compensation of this easement encourages but does require the Water and Sewer Department to obtain the "Consent and Subordination" Agreement; and

NOW THEREFORE BE IT RESOLVED, that the Board does hereby:

- i) Approve and authorize the President or Vice-President of the Board to enter into the Easement Agreement, a copy of which is attached hereto and made a part hereof.
- ii) Waive the requirement of a Subordination of Liens.
- iii) Approve and Authorize the payment of the aforementioned monetary consideration and providing in-kind consideration as just compensation for the Easement.

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



Grantor: Crossroads Christian Church d/b/a Christ's Church Fellowship  
Property Address: 172 Route 22 & 3  
Parcel Number: 69U  
Auditor's Account Number: \_\_\_\_\_

**EASEMENT & AGREEMENT FOR  
WATERLINE & APPURTENANCES**

**THIS EASEMENT & AGREEMENT** is entered into on the dates stated below by **Crossroads Christian Church d/b/a Christ's Church Fellowship**, whose tax mailing address is **PO Box 387, Mainville, Ohio 45039** (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is Installation of a waterline  
\_\_\_\_\_, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

**WITNESSETH**, that Grantor for and in consideration of **Eleven Thousand Dollars (\$11,000.00)** and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;  
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the Hamilton Township, Warren County, Ohio, consisting of 0.084 acres, and being the same premises described in a deed recorded in D.N. 2016-009809 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

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

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

**GRANTOR:**

IN EXECUTION WHEREOF, Michael P. Engel and George Froforth the duly authorized Representatives, have set their hands to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

**GRANTOR:**

SIGNATURE: Michael P. Engel  
PRINTED NAME: MICHAEL P. ENGEL  
TITLE: CHAIRMAN OF ELDERS  
DATE: 10/24/22

**GRANTOR:**

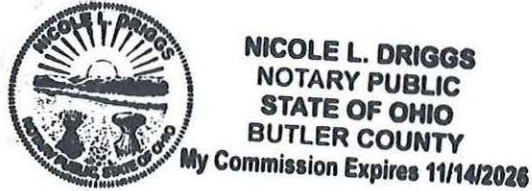
SIGNATURE: George Froforth  
PRINTED NAME: George Froforth  
TITLE: Elder  
DATE: 10-24-22

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 24 day of October, 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 Michael P. Engel and George Froforth, whose title is chairman and Elder, of Cross Roads Christian Church, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

Notary Public: Nicole L. Driggs  
My Commission Expires: \_\_\_\_\_

[SEAL]



**GRANTEE:**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners has caused this instrument to be executed by \_\_\_\_\_, its President or Vice-President, on the date stated below, pursuant to Resolution Number \_\_\_\_\_, dated \_\_\_\_\_.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**STATE OF OHIO, COUNTY OF WARREN, ss.**

**BE IT REMEMBERED**, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, 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.

**Notary Public:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_

[SEAL]

Approved as to form by:

**DAVID FORNSHELL  
PROSECUTING ATTORNEY,  
WARREN COUNTY, OHIO**

\_\_\_\_\_  
By: Assistant Prosecutor

Date: \_\_\_\_\_

**EXHIBIT A**

Page 1 of 3  
Rev. 09/12

LPA RX 883 U

Ver. Date 03/02/2022

PID 112909

**PARCEL 69-U  
WAR-48-7.01  
PERPETUAL EASEMENT FOR UTILITY PURPOSES  
IN THE NAME AND FOR THE USE OF THE  
WARREN COUNTY WATER & SEWER DEPARTMENT**

A perpetual easement for the construction and maintenance of a water line. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter.)

[Surveyor's description of the premises follows]

Situate in Virginia Military Survey No. 2956, in the Township of Hamilton, County of Warren, State of Ohio, and being part of a 7.8935 acre tract of land as conveyed to Crossroads Christian Church by deed recorded in Document Number 2016-009809 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Warren County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Being a parcel of land lying on the left side of the centerline of right of way of US Route 22 as determined for the WAR-48-7.01 project made by Warren County and recorded in Plat Book 105, page 62, of the Warren County, Ohio Recorder's Office and being located in the following described boundary being more particularly described as follows:

Commencing for reference at the southeast corner of a 3.209 acre tract of land as conveyed to Dennis Teall and Brian J. Rauch by deed recorded in Official Record Volume 5928, page 577, 0.33 feet left of centerline Station 294+24.60;

thence along the east line of said 3.209 acre tract, North twenty-six degrees forty-five minutes twenty-six seconds West (N26°45'26"W), for forty-two and 61/100 feet (42.61') to the southwest corner of said 7.8935 acre tract and on the existing north right of way line of said US Route 22 and the TRUE POINT OF BEGINNING, 42.65 feet left of centerline Station 294+29.59;

thence continuing along said lines, North twenty-six degrees forty-five minutes twenty-six seconds West (N26°45'26"W), for twenty and 14/100 feet (20.14') to a point 62.65 feet left of centerline Station 294+31.95;

**EXHIBIT A**

Page 2 of 3

LPA RX 883 U

Rev. 09/12

thence leaving said lines and across said 7.8935 acre tract, North fifty-six degrees thirty minutes forty-four seconds East (N56°30'44"E), for eight and 90/100 feet (8.90') to a point 62.65 feet left of centerline Station 294+40.85;

thence continuing across said 7.8935 acre tract, South eighty degrees ten minutes thirty-two seconds East (S80°10'32"E), for fourteen and 58/100 feet (14.58') to a point 52.65 feet left of centerline Station 294+51.46;

thence continuing across said 7.8935 acre tract, North fifty-six degrees thirty minutes forty-four seconds East (N56°30'44"E), for one hundred seventy-five and 8/100 feet (175.08') to a point 52.65 feet left of centerline Station 296+26.54;

thence continuing across said 7.8935 acre tract, South seventy-six degrees eight minutes thirty-one seconds East (S76°08'31"E), for thirteen and 21/100 feet (13.21') to a point 42.93 feet left of centerline Station 296+35.49;

thence continuing across said 7.8935 acre tract, North fifty-six degrees eighteen minutes forty-four seconds East (N56°18'44"E), for one hundred forty-nine and 68/100 feet (149.68') to a point on the east line of said 7.8935 acre tract and the west line of a 3.922 acre tract of land as conveyed to Da Hop, LLC by deed recorded in Document Number 2021-018750, 43.00 feet left of centerline Station 297+85.32;

thence along said lines, South thirty-four degrees sixteen minutes three seconds East (S34°16'03"E), for ten and 00/100 feet (10.00') to a point on the existing north right of way line of said US Route 22, 33.00 feet left of centerline Station 297+85.42;

thence across said 7.8935 acre tract and along the existing north right of way line of said US Route 22, South fifty-six degrees eighteen minutes forty-four seconds West (S56°18'44"W), for one hundred thirty-one and 14/100 feet (131.14') to a point 33.00 feet left of centerline Station 296+54.28;

thence continuing across said 7.8935 acre tract and along the north right of way line of said US Route 22, South fifty-six degrees thirty minutes forty-four seconds West (S56°30'44"W), for twenty and 24/100 feet (20.24') to a point on the south line of said 7.8935 acre tract, 33.00 feet left of centerline Station 296+33.92;

thence along the south line of said 7.8935 acre tract and continuing along the north right of way line of said US Route 22, North thirty-three degrees twenty-nine minutes sixteen seconds West (N33°29'16"W), for nine and 65/100 feet (9.65') to a point 42.65 feet left of centerline Station 296+33.92;



**EXHIBIT A**

LPA RX 883 U

Rev. 09/12

thence continuing said lines, South fifty-six degrees thirty minutes forty-four seconds West (S56°30'44"W), for two hundred four and 33/100 feet (204.33') to the TRUE POINT OF BEGINNING.

The above described area contains 0.084 acres, more or less, of which the present road occupies 0.000 acres, more or less and which is part of Warren County Auditor's Parcel Number currently identified as 16-05-226-009. The stations and offsets of the above description are measured from the existing centerline of right of way for US Route 22. The survey plat of which is filed in Vol. \_\_\_\_ Plat \_\_\_\_ in the Warren County Engineer's record of land surveys.

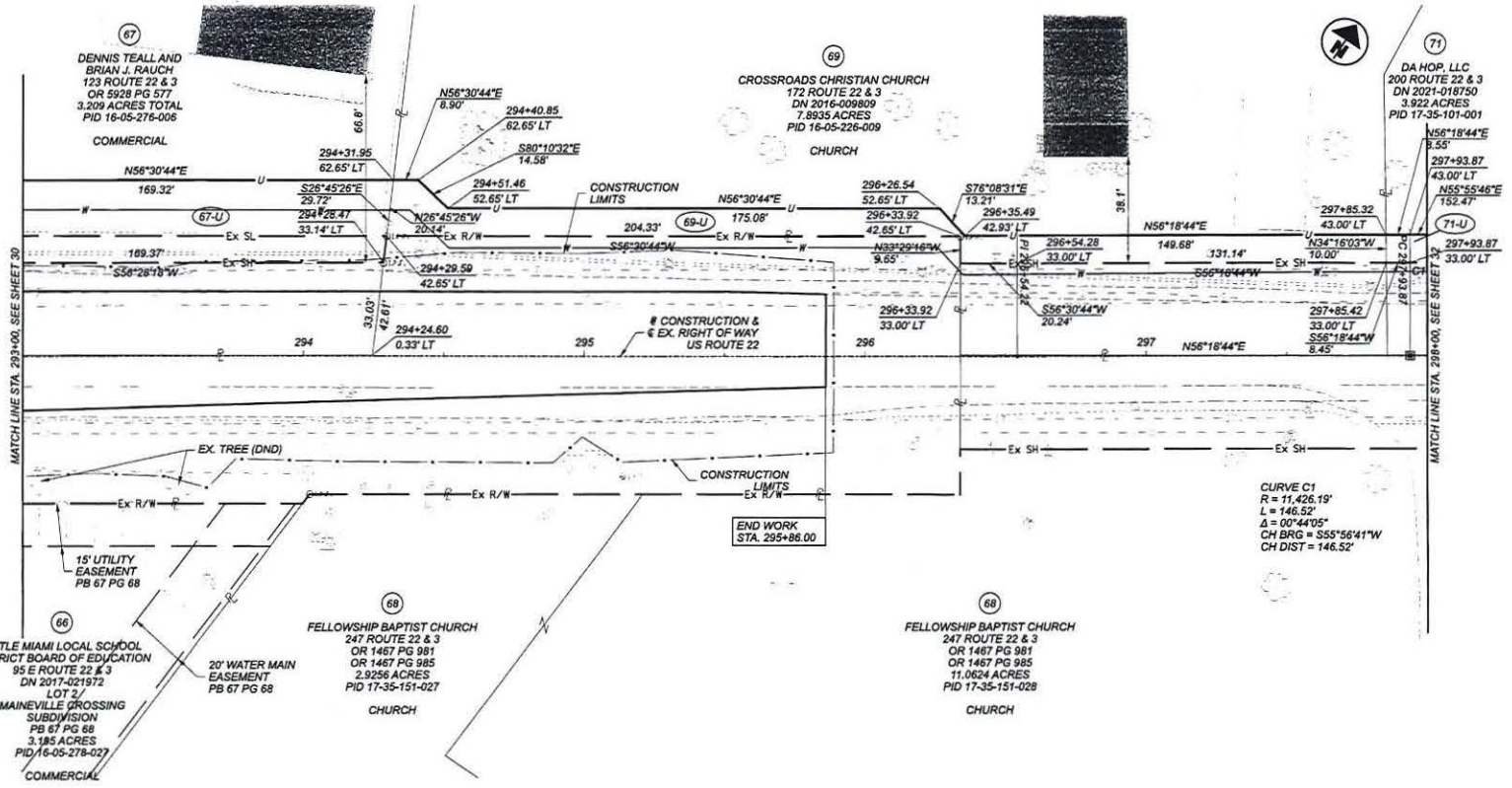
The bearings shown hereon are based on the centerline of State Route 48 from Station 150+06.40 to Station 160+27.40 as being North 03° 55' 09" East, from an adjusted field survey using multiple VRS observations to Continually Operating Reference Station (CORS) LEBA, based on the Ohio State Plane Coordinate System, South Zone, and North American Datum of 1983 (2011) scaled to ground by 1.00009808 about the projection origin (0,0).

This description was prepared under the direction of Michael Jay Wilson, Ohio Registered Surveyor No. 8281, of Woolpert, Inc., based upon a field survey performed during June, 2020.



*Michael Jay Wilson* 3/29/2022  
Michael Jay Wilson Date  
Ohio Registered Surveyor #8281

WARREN COUNTY  
HAMILTON TOWNSHIP  
V.M.S. 2956



CURVE C1  
R = 11,426.19'  
L = 146.52'  
Δ = 00°44'05"  
CH BRG = S55°56'41"W  
CH DIST = 146.52'

WAR-48-7.01  
MODEL:15008 RD23\_PAPER:030 14x22 (in.) DATE:1/09/2022 TIME:5:04:06 PM USER:cmf@war.com  
C:\USC\Projects\WarrenCounty\03018\WAR-48-7.01\03018.ACD E:\03018\WAR-48-7.01\WAR-48-7.01.dwg

RIGHT OF WAY DETAIL SHEET  
STA. 293+00 TO STA. 298+00

DESIGN AGENCY	WOOLPERT	
DESIGNER	TMC	
REVIEWER	MJW 03-18-22	
PROJECT ID	112909	
SHEET TOTAL	31	32
PAGE TOTAL	288	289

REV. BY	DATE	DESCRIPTION

EXHIBIT B

**TITLE REPORT**

C/R/S	WAR 48-7.01
PARCEL	69-U
PID	112909

42 YEAR REPORT     ABBREVIATED REPORT     UPDATE

**INSTRUCTION:**

(1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." Warren County Transportation Improvement District expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.

(2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

(1) **FEE OR OTHER PRIMARY OWNERS**

Name	Marital Status (Spouse's Name)	Interest
Crossroads Christian Church, an Ohio not for profit corporation, d/b/a Christ's Church Fellowship at Little Miami	N/A	Fee Whole

Mailing Address: PO Box 387  
Maineville, Ohio 45039

Phone Number: 513-583-5795

Property Address: 172 Route 22 & 3  
Maineville, Ohio 45039

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES**

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

State of Ohio – County of Warren – Township of Hamilton – Military Survey No. 2956  
Beginning at a R.R. Spike (fd.) at the intersection of the centerlines of State Route 48 and State Route 3 and U.S. 22 and running with the line of Route 3 and 22 North 50 deg. 34' 26" East for a distance of 1074.27 feet to a point...containing 7.8935 acres.

APN- 16-05-226-009

Deed Reference: Document #2016-009809, date recorded 4-15-2016

(3-A) **MORTGAGES, LIENS AND ENCUMBRANCES**

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
Mortgagor- Crossroads Christian Church, DBA Christ's Church Fellowship at Little Miami	4-15-2016	\$760,000.00 Mortgage Deed
Lender- Clifford G. Purvis, Jr., Randall J. Richardson, and Mark A. Gearhart, as Trustees for the John Russell Hunt Memorial Fund 575 Pointview Drive Westerville, Ohio 43081		

Deed Reference: Document # 2016-009810

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
None of Record	Choose an item	

(3-C) **EASEMENTS**

Name & Address	Type
None of Record	

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

**OUT SALE**

Grantor- James R. Godman and Patricia Godman  
Grantee- State of Ohio-ODOT  
No address given

Warranty Deed  
Parcel 30WD  
WAR-22/3-8.642  
0.201 acres

Deed Reference: Official Record Book 2985, Page 755, date recorded 4-10-2003

Articles of Incorporation of Not For Profit filed on 12-6-2000 and recorded in the Ohio Secretary of State's Office as Doc ID 200034107025 for Crossroads Christian Church, George Downey, Agent.

Certificate of Continued Existence for a Nonprofit filed on 1-18-2022 and recorded in the Ohio Secretary of State's Office as Doc ID 202201801586 for Crossroads Christian Church, Marian Cotton, Agent.

Survey Plat Volume 122, Page 12 filed in the Warren County Engineer's Office showing the 7.8935 acre tract.

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: Warren Township: Hamilton School District: Little Miami Local

AUD. PAR. NO(S)	Land	Building	Total	Taxes-Tax Year 2021
16-05-226-009 7.8935 acres	\$710,420	\$132,750	\$843,170	\$0.00 per year \$12.12 Special Assess. Paid in Full

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes:  No:   
Comments:

This Title Report covers the time period from 2-15-1972 to 3-16-2022. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 69-U and presently standing in the name of Crossroads Christian Church, an Ohio not for profit corporation, d/b/a Christ's Church Fellowship at Little Miami **Error! Reference source not found.** as the same are entered upon the several public records of Warren County, Ohio.

Date & Time 3-16-2022 8:00 AM (am/pm)

Signed Dick Schorr

Print Name Dick Schorr  
MGS Consulting, LLC

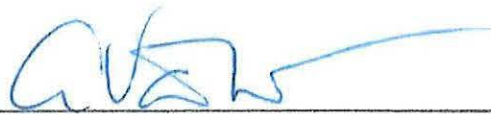
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**UPDATE TITLE BLOCK**

This Title Report covers the time period from 3/16/2022 to 11/9/2022. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) 69-U and presently standing in the name of Crossroads Christian Church, an Ohio not for profit corporation, d/b/a Christ's Church Fellowship at Little Miami **Error! Reference source not found.** as the same are entered upon the several public records of Warren County, Ohio.

Date & Time     11/9/2022 7:55 AM                      (am/pm)

Signed



Print Name

Andrew Van Nort  
Heritage Land Services

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Comments from the agent who prepared the Title Update: Updated title report for billing and closing. No changes were found.

---



# WARREN COUNTY

## Property Search

### Property Summary

[Printable Property Report](#)

1605226009	CROSSROADS	01-
0	CHRISTIAN	01-
		2021
		11-
		10-
2606674	172 ROUTE 22 & 3	2022
	MAINEVILLE 45039	11-
		10-
		2022
MS- 2956	0685 - CHURCHES,	322.00
7.8935 ACRES	PUBLIC WORSHIP, ETC.	
26 - HAMILTON TWP-	127002	8306
LITTLE MIAMI LSD	LITTLE MIAMI LSD	

[Click Here For Neighborhood Sales](#)

### Summary

Menu

Home

Search

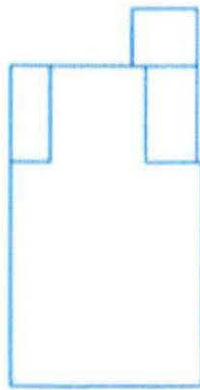
Account

Settings

## Summary

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# View Photos



Click on sketch to view details



Click image to link to map

## Multiple Buildings Found

**Building Type Construction Year Occupancy Type Living Area Building ID Sketch**

Res	1830	1 FAMILY UNIT	2880	1	<a href="#">View Sketch</a>
Comm	1978	GCM	3200	2	<a href="#">View Sketch</a>

### Value Summary

**CURRENT VALUE AS OF 01-01-2021**

Category	Value	Value
Land	\$710,420	\$248,650
Improvements	\$132,750	\$46,460
Total	\$843,170	\$295,110
Net	en	-



## Tax Summary

### Tax Year 2021

2021 ▾

	Real Estate	Personal Property	Other	Total
County	\$0.00	\$0.00	\$0.00	\$0.00
City	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$6.06	\$6.06	\$0.00	\$12.12
Other	\$0.00	\$0.00	\$0.00	\$0.00
County	\$0.00	\$0.00	\$0.00	\$0.00
City	\$6.06	\$6.06	\$0.00	\$12.12
Other	\$0.00	\$0.00	\$0.00	\$0.00
County	\$0.00	\$0.00	\$0.00	\$0.00
City	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
County				\$0.00
City				\$0.00
Other				\$0.00
County				\$0.00
City				\$0.00
Other				\$0.00
County				\$0.00
City				\$0.00
Other				\$0.00



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[Online Mapping](#)