

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0399

Adopted Date March 22, 2022

ACCEPT RESIGNATION OF ROB PLUMMER EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE MARCH 23, 2022


BE IT RESOLVED, to accept the resignation, of Rob Plummer, Emergency Communications Operator, within the Warren County Emergency Services Department, effective March 23, 2022.

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
R. Plummer's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0400

Adopted Date March 22, 2022

ACCEPT RESIGNATION OF LANCE CZINEGE EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE MARCH 17, 2022

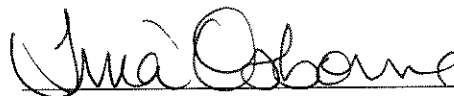
BE IT RESOLVED, to accept the resignation, of Lance Czinege, Emergency Communications Operator, within the Warren County Emergency Services Department, effective March 17, 2022.

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
L. Czinege's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0401

Adopted Date March 22, 2022

DESIGNATE EXTENDED ILLNESS LEAVE FOR EMILY LUTI WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is necessary to designate an Extended Illness Leave of Absence for Emily Luti; and

NOW THEREFORE BE IT RESOLVED, to designate Extended Illness Leave of Absence for Emily Luti for a personal illness not to exceed twelve (12) weeks; pending further documentation from Ms. Luti's physician.

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
E. Luti's Extended Illness file
OMB – Sue Spencer

Resolution

Number 22-0402

Adopted Date March 22, 2022

APPROVE PROMOTION OF TYLER JOHNSON FROM BUILDING AND ELECTRICAL INSPECTOR II TO BUILDING AND ELECTRICAL INSPECTOR III WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Johnson has obtained the required certification for the Building and Electrical Inspector III classification; and

WHEREAS, it is the desire of the Board to promote Mr. Johnson to a Building and Electrical Inspector III classification; and

NOW THEREFORE BE IT RESOLVED, to promote Tyler Johnson from Building and Electrical Inspector II to Building and Electrical Inspector III at pay range #18, \$27.79 per hour, effective pay period beginning March 26, 2022.

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
T. Johnson's Personnel File
OMB-Sue Spencer

Resolution

Number 22-0403

Adopted Date March 22, 2022

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
MARCH 24, 2022

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
March 24, 2022.

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

Resolution

Number 22-0404

Adopted Date March 22, 2022

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO ENGAGEMENT LETTER WITH OHIO AUDITOR OF STATE RELATIVE TO OPERS CENSUS DATA

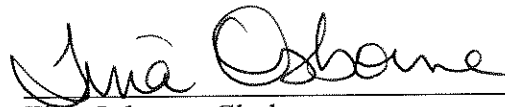
BE IT RESOLVED, to authorize the President of the Board to enter into an engagement letter with the Ohio Auditor of State relative to the Ohio Public Employees Retirement System census data; copy of said letter as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: C/A—Ohio Auditor of State
Auditor (file)
Elizabeth R. Coonan (ERCoonan@ohioauditor.gov)



10653 Techwoods Circle
Suite 102
Blue Ash, Ohio 45242
(513) 361-8550 or (800) 368-7419
SouthwestRegion@ohioauditor.gov

March 9, 2022

Board of Commissioners
Warren County
406 Justice Drive
Lebanon, Ohio 45036

This engagement letter between the Board of Commissioners and Management of Warren County, referred to here on out as the Government and the Auditor of State sets forth the nature and scope of the services we will provide, the Government's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services achieve the Government's objectives.

Summary of Services

We will examine the Warren County management's assertion that the census data and pensionable wages reported to the Ohio Public Employees Retirement System as of December 31, 2021, and for the year then ended was accurate and complete. The specific census data and detailed assertions are described in the responsible party assertions and representations included below. The objectives of our examination are to obtain reasonable assurance about whether the census data reported to the Retirement System is complete and accurate; and to express an opinion as to whether management's assertions regarding the completeness and accuracy of the census data reported to the Retirement System are fairly stated, in all material respects.

Our examination will be conducted in accordance with the American Institute of Certified Public Accountants' Attestation Standards for examination engagements and applicable attestation engagement standards included in the Comptroller General of the United States' *Government Auditing Standards*. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express an opinion on the assertions that the Government provided complete and accurate census data to the Retirement System as described in the responsible party assertions and representations below.

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason we are unable to complete the examination or are unable to form or have not formed an opinion, we may disclaim an opinion on the assertions of completeness and accuracy of the census data provided to the Retirement System, or may withdraw from this engagement. In this unlikely event, we will communicate the reason for disclaiming an opinion or withdrawing from the engagement to you, and to those charged with governance, in writing.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed inspection of census data for all employees and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with provisions of laws,

regulations, contracts and grant agreements, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

We understand that you will provide us with the basic information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria or assist in the development of the subject matter, but the responsibility for the subject matter remains with you.

Your Responsibilities

We will perform the examination assuming management and those charged with governance acknowledge and understand they are responsible for the completeness and accuracy of the census data provided to the Retirement System. The specific, detailed assertions are described in the Responsible Party Assertions and Representations below.

You are also responsible for:

1. Informing us of events occurring or facts discovered subsequent to December 31, 2021, of which management may become aware, that may affect the completeness and accuracy of the census data provided to the Retirement Systems.
2. Reporting fraud and noncompliance of which you are aware to us.

Responsible Party Assertions and Representations

Prior to issuing our report, we will request written representations from you acknowledging, to the best of your knowledge and belief, your responsibility for management's assertions that:

- The census data provided to the Ohio Public Employees Retirement System as of December 31, 2021 is accurate and complete. Census data includes
 - First and Last Name;
 - Last four digits of the social security number;
 - Gender;
 - Date of Birth;
 - Contributions remitted to the plan;
 - Pensionable Compensation;
- The census data provided to the Ohio Public Employees Retirement System as of December 31, 2021 included all enrolled employees.
- Census data changes occurring during the year ended December 31, 2021 to an enrolled employee's eligible compensation, were properly updated with Ohio Public Employees Retirement System.
- All employees required to be enrolled in the Ohio Public Employees Retirement System in accordance with statutory requirements were properly enrolled.
- The total pensionable wages and employee contributions information reported to the Ohio Public Employee Retirement System for the year ended December 31, 2021 agrees with the payroll records of the employer

We will also request written representations from you acknowledging, to the best of your knowledge and belief, your responsibility for:

- Complying with any applicable laws, regulations, contracts and grant agreements we have tested as part of our procedures.
- Making all records and documentation related to the reporting of the census data and pensionable wages to the Ohio Public Employees Retirement System available to us
- Communicating known deficiencies in internal control relevant to the engagement.
- Documentation supporting compliance with laws, regulations, contracts and grant agreements we will test as part of our procedures available to us.
- Other matters for which we may request written representations.

If you fail to provide the necessary written assertions, we are required to withdraw from the engagement. In this situation, no report will be issued.

Engagement Team

The engagement will be led by:

- * Cristal Jones, CPA, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Staci Reiley, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * Michael Kiser, Audit Manager, who will be responsible for on-site administration of our services to you.

Access to Records

To help meet our mutual objectives, the Government will provide to us in a timely manner accounting records, schedules and supporting information (an initial list of which we will furnish to you), as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the Government is unable to provide these schedules, information or assistance, the Auditor of State and the Government will mutually revise the fee to reflect additional costs, if any, required to achieve these objectives.

Confidential Information:

You should redact personal information from all documents (paper or electronic) you provide to the AOS related to our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. Personal information includes social security numbers, dates of birth, drivers' license numbers or personal financial institution account numbers. The Government should redact all personal information from electronic records before you transmit them to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If you cannot redact personal information from any records or documents you must identify these records to us.

If redacting this personal information compromises our procedures, the Government and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on you in terms of resources, recordkeeping or other issues, the Government and the AOS may collaborate on alternative methods of providing the Government's data to the AOS without compromising the personal information of individuals served by the Government. The AOS is willing to work with you. It is our intent to

minimize the amount of personal information we require. It is important that you review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees which may result from unforeseen circumstances, we do not expect our fees and expenses for the services described above to exceed \$656.

If it is determined that additional work is required beyond this estimate, the revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this examination cost to the general fund or you may allocate the cost among the general fund and other eligible funds.

Reporting

We will issue a written report upon completing our procedures. We will address our report to those charged with governance.

Restrictions on using our report

You understand that the engagement is intended to provide assurance to the retirement systems and their auditors that the census data reported to them is accurate and complete. As a result, our report will disclose the following:

This report is intended solely for the information and use of Warren County's management, those charged with governance, and Ohio Public Employees Retirement System, and Plante & Moran, PLLC to provide assurances that the census data reported to the Ohio Public Employees Retirement System is accurate and complete. This report is not suitable for any other purpose.

Access to Our Reports and Working Papers

The Attestation Standards require us to include this language due to concerns that other users may not fully understand the purpose of the report, the nature of the procedures we applied, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, our report becomes a public record under Section 149.43, Revised Code, when copies of the report are filed with the officers enumerated in the Revised Code. When copies of the report are filed, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. The Attestation Standards do not affect public access to our reports or working papers.

Peer Review Report

As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at https://ohioauditor.gov/publications/Peer_Opinion.pdf. Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of *pass*.

Acceptance of terms

Warren County
March 9, 2022
Page 5

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our examination engagement including your assertions and our respective responsibilities. If you have any questions, please call Staci Reiley at 800-368-7419.

Sincerely,

KEITH FABER
Auditor of State

Tracey R. Moore

Tracey R. Moore, CPA
Assistant Chief Auditor, Southwest Region

cc: Matt Nolan, County Auditor
Tiffany Zindel, County Administrator

ACCEPTED BY:

Tom Grossmann

Tom Grossmann, Board President

3/22/22

Date

Resolution

Number 22-0405

Adopted Date March 22, 2022

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO LICENSE AND INDEMNIFICATION AGREEMENT WITH CFPN OHIO LLC RELATIVE TO 1146 UNION ROAD IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to approve and authorize the President of the Board to enter into License & Indemnification Agreement with CFPN Ohio LLC relative to 1146 Union Road in Turtlecreek Township (Core 5 Development Project); copy of said agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—CFPN Ohio LLC
Bruce McGary
Shannon Martin (smartin@bricker.com)

License & Indemnification Agreement

THIS LICENSE & INDEMNIFICATION AGREEMENT (the "Agreement"), effective on the last date of execution by the parties, has been entered into by the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio County and political subdivision (the "Licensor"), whose contact information for all purposes herein is Attn. County Administrator, 406 Justice Drive, Lebanon, Ohio 45036, Ph. (513) 695-1250, and CFPN OHIO, LLC, an Ohio limited liability company (the "Licensee"), whose contact information for all purposes herein is Attn. Connor Jackson, Construction Manager of CORE5 Industrial Partners, 250 Grandview Drive, Suite 260, Ft. Mitchell, KY 41017, Cell Ph. (513) 283-6799.

RECITALS:

WHEREAS, by virtue of a warranty deed recorded in Deed Book 418, Page 93 on 7/28/1970 in the Warren County, Ohio Recorder's Office, Licensor is the owner of a 16 acre parcel located at 1146 Union Road, Monroe, Ohio 45050, situated in Turtlecreek Township, Warren County, and identified as PID: 0831-300-004 and Auditor's Acct. No. 6323436 (the "Licensor's Parcel"); and,

WHEREAS, by virtue of a limited warranty deed recorded as Doc. 2021-054261 on 12/2/2021 in the Warren County, Ohio Recorder's Office, Licensee is the owner of a 295.9888 acre parcel located along N. Union Road, Monroe, Ohio 45050, situated in Turtlecreek Township, Warren County, and identified as PID: 12-36-100-001 and Auditor's Acct. No. 5334206 (the "Licensee's Parcel"); and,

WHEREAS, Licensee's Parcel is being developed as the C5 75 Logistics Center North (the "Construction Project"), however, this Parcel currently has no access from State Route 63 (and no frontage along N. Union Road) and until such time as the future Encore Drive from State Route 63 to Licensee's Parcel is constructed, Licensee needs a temporary construction entrance for site development and for the building contractors to access Licensee's Parcel; and,

WHEREAS, Licensor's Parcel abuts Licensee's Parcel and may be suitable for a construction entrance along Union Road that would allow access to Licensee's Parcel; and,

WHEREAS, Licensee desires to obtain access rights onto and that traverses a part of Licensor's Parcel for ingress to and egress from Licensee's Parcel on a temporary basis for the Construction Project.

NOW THEREFORE, in consideration of the recitals set forth above, which are incorporated by reference herein, Licensor does hereby grant an exclusive license to Licensee, subject to the following terms and conditions:

- 1) Grant of License. Subject to compliance with all terms of this Agreement including without limitation the conditions precedent under paragraphs 3(a) and 8, Licensor grants to Licensee and any of its permittees that are in privity of contract with Licensee, a non-exclusive license on and over the limited part of Licensor's Parcel where illustrated on Exhibit "A" attached hereto and incorporated herein for ingress and egress access to and from Licensee's Parcel (the "License Area"). Licensee shall make only those improvements to the License Area detailed on Exhibit "A".
- 2) Monetary Consideration. Licensee shall pay to Licensor a lump sum payment of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00 U.S.) as consideration for this Agreement. The lump sum payment shall be delivered to Licensor simultaneously with duplicate executed originals of this License Agreement along with a copy of the Access Permit required under paragraph 3(a) and a fully compliant certificate of insurance required under paragraph 8.
- 3) Restrictions.
 - a) Access Management Permit. Licensee shall be solely responsible for obtaining an access permit from the Warren County Engineer's Office prior to the Effective Date of this Agreement.
 - b) Permanent Improvements Prohibited. No permanent improvements of any type may be made to or used on the License Area.
 - c) Storage Prohibited. No equipment, vehicles, fill, materials, supplies, or structures may be stored on the License Area except for a reasonable period of time during installation, repair, replacement, or removal activities related exclusively to the License Area. No equipment, vehicles, fill, materials, supplies, or structures may be stored at any time outside the License Area.
 - d) Obstructions Prohibited. At no time shall Licensee obstruct or interfere with Licensor's, or its permittees' use of the remainder of the Licensor's Parcel outside the License Area including without limitation obstructing any farming activities.
 - e) Signage. Licensee shall refrain from and prohibit others from erecting signage on Licensor's Parcel other than signage on the License Area to identify the C5 Logistics Center North Construction Entrance. In the event any other signage should appear on the License Area, Licensee shall cause it to be removed immediately.
 - f) Underground Construction. No underground improvements shall be permitted.

- g) Liability. Licensee shall be liable to Licensor for any expense, loss or damage of any kind or nature caused by Licensee's or its permittees' use, operations, or activities during the Construction Project, except to the extent caused by the negligence of the Licensor.
- h) Encumbrances. Licensee shall promptly pay all obligations to contractors, subcontractors, materialman and suppliers for goods and services used for its activities, taxes for Licensee's activities or tangible personal property, and shall not identify the rights or interest granted herein for purposes of, nor shall Licensee allow any lender, vendor, materialmen, supplier, or taxing authority to cause a lien of any type to be filed of public record against Licensor's Parcel. In the event Licensee violates this restriction, Licensor may demand that Licensee immediately satisfy and/or bond off any such lien or encumbrance within seven (7) days of receipt of written notice from Licensor. Should Licensee fail to timely do so, Licensor may, but is not obligated to, satisfy or bond off any lien or encumbrance relating to Licensee's activities, and Licensee shall reimburse Licensor for any costs and expenses incurred by Licensor to remove or bond off the lien or encumbrance, including reasonable attorney's fees and costs.
- i) Non-Transferrable. This license is not transferrable by Licensee to Licensee's successors and assigns or any other third party, without the express written consent of the Licensor. Notwithstanding the foregoing, Licensor hereby consents to the assignment by Licensee of this Agreement to any affiliates of Licensee who are controlled by or under common control with Licensee; provided, however, that such assignment shall not operate to release Licensee from its obligations hereunder and Licensee shall remain jointly and severally obligated hereunder notwithstanding any such assignment.

Licensor reserves the rights to enter onto the License Area to inspect the premises and abate any violations of the foregoing restrictions in paragraphs b, c, d, e, and f, without prior notice to Licensee. Any costs and expenses incurred by Licensor to abate any such violation(s) shall be reimbursed to Licensor by Licensee within seven (7) days of receipt of a demand for reimbursement.

- 4) Maintenance Obligation. Licensee shall be solely responsible, at its sole cost, for maintaining the License Area in a reasonable manner, and in compliance with all federal, state, and local laws including without limitation applicable environmental regulations. Licensee shall maintain the ground elevation as level as reasonably possible, not allow any waste to accumulate, and keep the License Area free from noxious weeds.
- 5) Termination. The Agreement shall terminate on, the earlier of (i) June 30, 2023, (ii) at any time the Licensee no longer uses the License Area for thirty (30) consecutive days, or (iii) in the event a breach of this Agreement occurs under paragraph 10. Upon termination, Licensee shall be obligated to completely remove all improvements detailed on Exhibit "A" and restore the License Area to as good a condition as reasonably possible that existed prior to this Agreement. In the event Licensee breaches this obligation, then Licensor shall be entitled to recover from Licensee all costs and expenses incurred to a) perform the foregoing obligations under this paragraph; and b) all costs and reasonable attorney's fees incurred by Licensor to enforce this provision.

6) No Dedication, Claim or Interest Other Than as Provided Herein. This Agreement shall not constitute, nor shall it be construed, as an express or implied dedication of right-of-way. Nor shall this Agreement or Licensee's use of the License Area give rise to any claim or interest in the property under any legal or equitable theory including without limitation adverse possession, prescriptive easement, easement by use or necessity, merger, or estoppel.

7) Indemnification.

Licensee shall indemnify, defend and save harmless Licensor and its elected and appointed officials, employees, agents and insurers, from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claim or any suit for damages, injunction or other relief, on account of injury to or death of any person, or environmental contamination (caused by Licensee's or its permittees' activities) or damage to any property including the loss of use thereof, or on account of interruption of use of the property, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any act or omission, negligent or otherwise, of Licensee or its permittees.

8) Insurance

Licensee shall obtain prior to the effective date of this Agreement, and maintain at all times while this Agreement is in effect, a policy or policies of insurance as follows:

- (a) Commercial General liability insurance with a limit of \$2,000,000 per occurrence for bodily injury (including death) and for damage to property of any one person, and \$2,000,000 general aggregate, including contractual liability.
- (b) Commercial automobile liability with a combined single limit of \$2,000,000 each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles,

Licensee shall furnish to Licensor a certificate from an insurance carrier licensed, authorized or permitted to do business in the State of Ohio, evidencing that policies of insurance have been issued to Licensee providing for the insurance listed above and that such policy or policies are in force and name Licensor and its elected and appointed officials, employees, agents and insurers, as additional insureds with equivalent coverage and duty to defend as such policy or policies provide for Licensee, as well as require thirty (30) days' prior written notice to Licensor of any notice of cancellation of or material change to such policy or policies.

Licensee shall also require by virtue of a written agreement between Licensee and all entities permitted by Licensee to enter on and traverse the License Area to maintain an equivalent policy or policies of insurance naming Licensee as an additional insured and such agreement shall also provide indemnification language similar to such language in this Agreement for the benefit of Licensee.

9) Real Property Taxes.

Licensor's Parcel currently enjoys the benefit of real property tax exempt status. In the event that any activities of the Licensee or its permittees under the terms of this Agreement should result in Licensor's loss of such real property tax exempt status, Licensee shall be obligated to reimburse Licensor for any real property taxes, assessments, penalties, interest, or recoupment of taxes billed to Licensor.

10) Breach.

In the event Licensee breaches this Agreement after its effective date, Licensor will give Licensee written notice of such breach and Licensee shall have seven (7) calendar days from receipt of such notice to cure the breach. If Licensee fails to timely cure the breach, all access rights under this Agreement shall automatically terminate and Licensee shall promptly remove the permitted improvements detailed on Exhibit "A" and restore the area in full compliance with paragraph 5 above without further notice from Licensor. In the event Licensee fails to timely and fully comply with this paragraph in any respect, further access to the License Area after the breach shall be deemed a civil trespass and any and all legal remedies including but not limited to those provided in paragraph 5 above shall be available to Licensor upon such breach by Licensee.

11) Binding Effect.

This Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns.

12) Counterparts.

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

13) Severability.

If any provision of this Agreement is determined to be void and unenforceable by any court of competent jurisdiction, that determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

14) Interpretation, Disputes and Litigation.

This Agreement is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules. Interpretations and disputes of any kind relating to the license and the terms and conditions of this Agreement shall be brought in or removed to the Warren County, Ohio, Court of Common Pleas exclusively, unless the Parties mutually agree in writing to mediation to occur in Warren County, Ohio. Licensee irrevocably

agrees no claim or cause of action of any kind shall be brought in any other state or federal court and should Licensee or its successors and assigns breach the conditions of this provision then Licensee or its successors and assigns shall pay all court costs and reasonable attorney fees incurred by Licensor to remove such litigation to the Warren County, Ohio Court of Common Pleas.

15) Exhibit.

The exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part hereof.

16) Recordation. This license shall not be recorded of public record.

17) Execution by Licensee:

IN EXECUTION WHEREOF, CFPN OHIO, LLC, the Licensee herein, has caused this Agreement to be executed by Linda D. Booker, its duly authorized Secretary and Chief Financial Officer, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorizes it's representative to execute this Agreement.

CFPN OHIO, LLC

By: Linda D. Booker
Linda D. Booker
Secretary and Chief Financial Officer

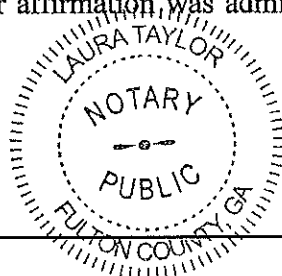
DATE: _____

STATE OF Georgia, COUNTY OF Fulton, ss:

BE IT REMEMBERED, that on the day of March 16, 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 Linda D. Booker, whose title is Secretary and Chief Financial Officer, of **CFPN OHIO, LLC**, whose name is subscribed hereto and she executed the forgoing instrument, and acknowledged the signing and execution of foregoing Agreement is her free and voluntary act and deed as its authorized representative for the uses and purposes stated therein. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

[seal]

Notary Public: Laura Taylor



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

18) Execution by Licensor:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Licensor herein, has caused this Agreement to be executed, by its President or Vice-President, on the date stated below, pursuant to Resolution No. 22-0405, dated 3/22/22

SIGNATURE: _____
NAME: Tom Grossmann
TITLE: Tom Grossmann, President
DATE: 3/22/22

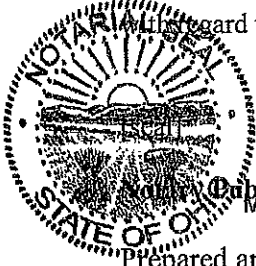
STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 22 day of March, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann, 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. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer

with regard to the notarial act certified hereby.

LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO

Recorded in
Warren County
My Comm. Exp. 12/26/2022



Prepared and approved as to form by:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary
Bruce A. McGary, Assistant Prosecutor
Date: 3/22/22

Resolution

Number 22-0406

Adopted Date March 22, 2022

APPROVE AND ENTER INTO A COOPERATIVE AGREEMENT BY AND BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY COMMUNITY SERVICES

BE IT RESOLVED, to approve, enter into and authorize the President of the Board to sign a cooperative agreement with Warren County Community Services for financial contribution toward the Senior Citizen Friendly Visitor Program; as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

TZ/

cc: c/a—Warren County Community Services
Commissioners' file
OMB

COOPERATIVE AGREEMENT

I. Parties

The parties to this Cooperative Agreement are the Board of Warren County Commissioners, (hereinafter COUNTY) and the Warren County Community Services, Inc. (hereinafter COMMUNITY SERVICES).

II. Authorization

This Cooperative Agreement is authorized pursuant to the provisions of Ohio Revised Code Section 307.694.

III. Purpose

The purpose of this Cooperative Agreement is to set forth the terms and conditions pursuant to which the parties shall cooperate upon the project described upon Exhibit "A" attached hereto (hereinafter the PROJECT).

IV. COUNTY'S Duties

A. The COUNTY shall perform those duties set forth upon Exhibit "B" attached hereto.

V. COMMUNITY SERVICES Duties

A. COMMUNITY SERVICES shall perform those duties set forth upon Exhibit "C" attached hereto.

VI. Hold Harmless, Defense and Indemnification

COMMUNITY SERVICES does hereby agree to defend, indemnify and hold harmless the COUNTY, its officers, employees, agents and contractors for and from any and all claims, demands, damages, injuries, liabilities, costs, fees, attorney fees, expenses, profits, liens, commissions, actions, cause of action, suits, at law or in equity, judgments, orders and decrees as may be occasioned in executing the PROJECT.

VII. Fiduciary Duties and Obligations

COMMUNITY SERVICES does hereby agree to use the funds as provided for herein and shall comply with all statutory and common law of the State of Ohio including but not limited to fiduciary duties, obligations and liabilities.

VIII. Term; Termination

- A. The term of this Cooperative Agreement shall be from the date hereof until final completion of the PROJECT unless terminated sooner as set forth in Item VII(B) below.
- B. Either party may terminate this Cooperative Agreement, either with or without cause, upon fourteen (14) days notice to the other party.
 - 1. In the event of termination hereunder, neither party shall incur additional obligations in execution of the PROJECT on or after the date of notice of termination of this Cooperative Agreement.
 - 2. Any payments or fund transfers between the parties which are provided for this in this Cooperative Agreement shall be prorated to the date of termination or used to pay obligations incurred prior to notice of termination.
 - 3. Termination of this Cooperative Agreement by either party shall not relieve COMMUNITY SERVICES of its obligations to defend, indemnify and hold harmless as set forth in Item VI above.

IX. Notices

- A. All notices required or permitted by this Cooperative Agreement shall be given in writing and by certified mail addressed as set forth in Item VIII(C) below unless a party gives the other party notice to address notices differently.
- B. All notices shall be deemed complete upon the date of delivery as evidenced by the certified mail return receipt, unless delivery was refused or unclaimed or the party to whom notice is directed intentionally avoids delivery or delays receipt of such notice, in which case notice will be deemed complete as of the date of mailing.
- C. Notices shall be addressed as follows:
 - 1. To the COUNTY:
Board of Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, Ohio 45036

2. To the COMMUNITY SERVICES:
Warren County Community Services, Inc.
645 Oak Street
Lebanon, Ohio 45036

X.. Complete Agreement; Modifications; Binding Effect

- A. This writing constitutes the complete Cooperative Agreement between the parties and all statements, negotiations or representations, oral or otherwise, not incorporated herein and which tend to modify, contradict, or supplement this Cooperative Agreement are of no force and effect.
- B. This Cooperative Agreement shall not be modified except in writing and signed by the parties hereto.
- C. This Cooperative Agreement shall be binding upon the successors or the parties hereto.

XI. COMMUNITY SERVICES' Execution

IN EXECUTION WHEREOF, Warren County Community Services, Inc. has caused this Agreement to be executed by Dawna Fogarty, whose title is Chief Exec. Officer, on the date stated below, pursuant to a corporate resolution authorizing such act, a copy of which is attached hereto.

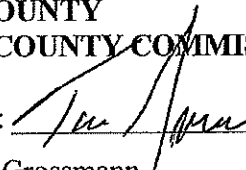
WARREN COUNTY COMMUNITY SERVICES INC.

SIGNATURE: Dawna Fogarty
PRINT NAME: Dawna Fogarty
TITLE: CEO
DATE: 3-14-2022

XII. COUNTY'S Execution

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Resolution Number 22-0406, dated 3/22/22

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

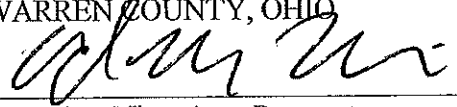
NAME: Tom Grossmann

TITLE: President

DATE: 3/22/22

APPROVED AS TO FORM:

ASST PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Adam Nice, Asst. Prosecutor

EXHIBIT "A"

PROJECT: Financial contribution toward the Senior Services Friendly Visitors Volunteer Program.

EXHIBIT "B"

COUNTY Duties: The County shall pay, from the Senior Services Levy, the sum not to exceed \$60,000 to Warren County Community Services, Inc. toward the establishment and coordination (FT Coordinator and Volunteers Background Check Expenses) of the Senior Services Friendly Visitors Volunteer Program.

WC Community Services shall bill the County on a monthly basis for the actual cost associated with the Coordinator's salary/benefits plus the background check expenses.

EXHIBIT "C"

SENIORS Duties:

The COMMUNITY SERVICES agree to use the funds granted by the Board of Commissioners under this agreement for the sole purpose listed under Exhibit "A". The COMMUNITY SERVICES agree to return to the County any amount granted herein not used on the project as described in Exhibit "A". Upon request from the COUNTY the COMMUNITY SERVICES agree to provide an accounting of all funds granted under this agreement.

Resolution

Number 22-0407

Adopted Date March 22, 2022

DESIGNATE TINA OSBORNE, CLERK OF COMMISSIONERS, AS REPRESENTATIVE TO RECEIVE TRAINING ON BEHALF OF TOM GROSSMANN, SHANNON JONES, AND DAVID G. YOUNG, WARREN COUNTY COMMISSIONERS, PURSUANT TO HOUSE BILL 9

BE IT RESOLVED, to designate Tina Osborne, Clerk of Commissioners, as the authorized representative to receive training on behalf of Tom Grossmann, Shannon Jones, and David G. Young, Warren County Commissioners, pursuant to House Bill 9.

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Commissioners' file

Resolution

Number 22-0408

Adopted Date March 22, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO RACK AND BALLAUER EXCAVATING CO., INC. FOR THE COLUMBIA ROAD TURN LANE PROJECT

WHEREAS, bids were closed at 9:30 a.m., on March 15, 2022, and the bids received were opened and read aloud for the Columbia Road Turn Lane Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Dominic Brigano, Assistant Engineer, Rack and Ballauer Excavating Co., Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Assistant Engineer, that it is the intent of this Board to award the contract to Rack and Ballauer Excavating Co., Inc., 11321 Paddy's Run Road, Hamilton, Ohio 45013, for a total bid price of \$414,002.55; and


BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 22-0409

Adopted Date March 22, 2022

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH DAVID K. AND KATHERINE B. SMITH FOR THE BRIDGE REPLACEMENT PROJECT ON CROSSLEY ROAD

WHEREAS, in order to improve the safety of Crossley Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #04-02-251-006 located at 8638 Crossley Road, Springboro, OH 45066 which is owned by David K. and Katherine B. Smith, grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls and rock channel protection.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with David K. and Katherine B. Smith, for the Crossley Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Smith, David K. & Katherine B.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by David K. Smith and Katherine B. Smith, husband and wife, whose tax mailing address is 8638 Crossley Road, Springboro, Ohio 45066 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Crossley Road over a Branch of Rapid Run is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 8638 Crossley Road, Springboro, Ohio 45066, identified as Parcel #04-02-251-006. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls and rock channel protection.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Crossley Road Bridge #127-0.51 Replacement Project or until December 31, 2022, whichever comes first.

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IN EXECUTION WHEREOF, David K. Smith and Katherine B. Smith, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: David K. Smith

Printed Name: David K. Smith

Date: 03/08/2022

Signature: Katherine B. Smith

Printed Name: Katherine B. Smith

Date: 03/08/2022

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 8th day of MARCH, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be David K. Smith and Katherine B. Smith, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2027
Recorded In
Warren County

Dominic M. Brigano
Notary Public
My commission expires: 02/06/2027

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 22-0409, dated 3/22/22

Grantee:

Signature: [Signature]

Printed Name: Tom Grossmann

Title: President

Date: 3/22/22

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 22 day of March, 2022 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being 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. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

[Signature]

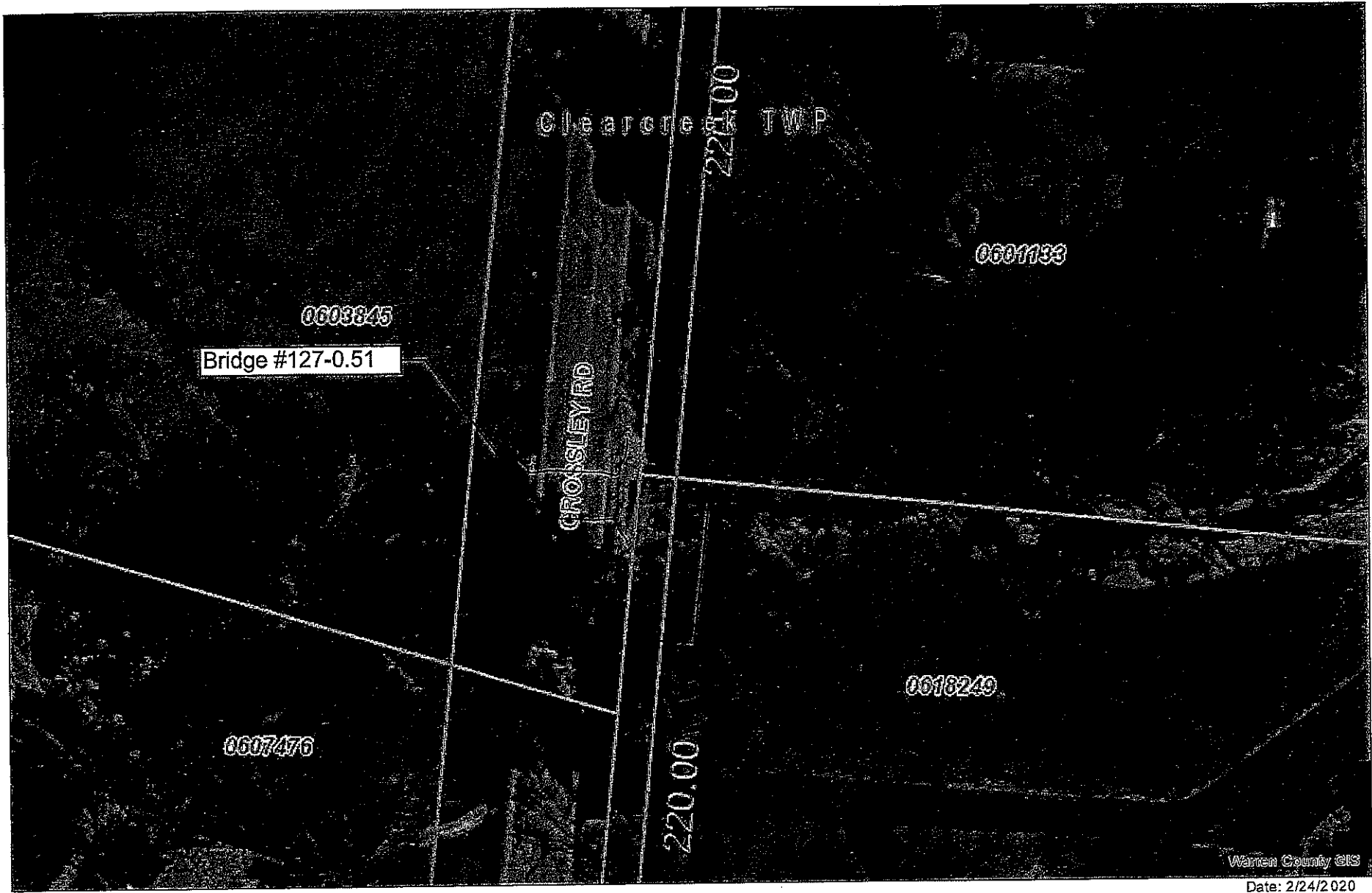
Notary Public

My commission expires: 12/26/2022

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com



Warren County GIS

Date: 2/24/2020

Cadastral Lines	Corporate Line	Precinct Line	Hardware
Other Water	County Line	ROW Unknown With Line	Subdivision Lot Line
Line Type	Farm Lot Line	Road ROW	Township and Range Line
Auditor's Tract Line	Crossing Line	School Line	Tax Line
Civil Township Line	Subdivision Limit Line	Section Line	VMS Line
			Unimproved Road Line

NTS

127-0.51

Exhibit A

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

Resolution

Number 22-0410

Adopted Date March 22, 2022

APPROVE AN EMERGENCY PROCUREMENT OF DIESEL FUEL TO POWER LARGE GENERATORS AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT DUE TO A SUBSTANTIAL POWER OUTAGE IN THE AREA

WHEREAS, the Water & Sewer Department suffered an unforeseen power outage for more than 16 hours on Friday March 4, 2022; and

WHEREAS, the procurement of Diesel fuel is critical to operations as it keeps the generators running that serve as backup power source to the Lower Little Miami Wastewater Treatment Plant in cases of emergency and future power outages; and

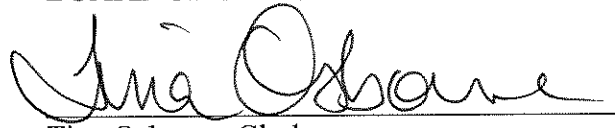
NOW THEREFORE BE IT RESOLVED, to approve an emergency procurement of Diesel to refuel the storage tanks that supply fuel to the generators at Lower Little Miami Wastewater Treatment Plant under Purchase Order 22001470 with Lykins Energy Solutions in the amount \$8,000.

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

Resolution

Number 22-0411

Adopted Date March 22, 2022

RESCIND RESOLUTION #22-0022, ADOPTED JANUARY 4, 2022 PURSUANT TO A NEW WATERLINE & APPURTENANCES EASEMENT AGREEMENT WITH CORRIDOR 75 PARK, LTD FOR THE SOUTH UNION ROAD WATER MAIN EXTENSION PROJECT

WHEREAS, pursuant to Resolution #22-0022, adopted January 4, 2022, a waterline & appurtenances easement agreement was entered into with Corridor 75 Park, LTD; and

WHEREAS, the parcel number on the agreement was incorrect and the resolution needs to be rescinded and a new agreement entered into; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #22-0022, adopted January 4, 2022.

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

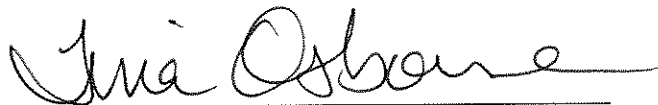
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Corridor 75 Park, LTD
Easement file
Water/Sewer (file)

Resolution

Number 22-0412

Adopted Date March 22, 2022

ENTER INTO A WATERLINE & APPURTENANCES EASEMENT AGREEMENT WITH CORRIDOR 75 PARK, LTD FOR THE SOUTH UNION ROAD WATER MAIN EXTENSION PROJECT

WHEREAS, the Water and Sewer Department is constructing and upon completion will be operating and maintaining approximately 8,400 feet of water line extending along Union Road near the intersection of State Route 63 and extending southward to the intersection of Nickel Road; and

WHEREAS, this Board, on July 20, 2021, adopted Resolution 21-0970 determined that it is necessary for the public health, safety and/or general welfare of the citizens of Warren County and others, to obtain or acquire easements for the South Union Road Water Main Extension Project, that does not include a blighted parcel or part of a blighted area or slum; and

WHEREAS, specifically the following properties have been identified to enter into an easement agreement with the County:

Parcel #	Owner
11-05-300-026	Corridor 75 Park, LTD


NOW THEREFORE BE IT RESOLVED, to enter into easement agreement with Corridor 75 Park, LTD for permanent easements on parcels located along the water main line alignment. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Corridor 75 Park, LTD
Easement file
Water/Sewer (file)
Recorder (certified)

Grantor: Corridor 75 Park, Ltd., an Ohio LLC
Property Address: Gateway Blvd., Monroe, OH 45050
Parcel Number: 11-05-300-026- Pt.

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Corridor 75 Park, Ltd.**, an Ohio limited liability company, whose tax mailing address is 4901 Hunt Road, Suite 300, Cincinnati, OH 45242 (the "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (the "Grantee").

The Purpose of this Easement & Agreement is to permit the construction of waterlines and related water transfer equipment for the benefit of Warren County's South Union Road Water Main Extension Project, the necessity of which has been determined by Grantee's Resolution No. 21-0970, dated July 20, 2021.

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, a perpetual easement 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" (the "Easement Area") attached hereto and made a part hereof for the limited purpose of constructing and maintaining waterlines and below ground equipment relate to water transmission in such area (the "Easement").

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 real property subject to the Easement is part of an original 778.5945 acre tract of land as conveyed to Corridor 75 Park Ltd., recorded in O.R. Vol. 1226, Page 23 of the Warren County, Ohio Recorder's Office, but the Easement is located on and limited to only that part of the above referenced real estate as particularly described on Exhibit "A" and illustrated on 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 equipment for transmission of water 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 Easement Area 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 Easement Area 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 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 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 as to cause minimum inconvenience or damage to Grantors. Grantee shall use commercially reasonable efforts to minimize any interference with Grantor's land and improvements, whether in the Easement Area or otherwise.

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 Easement Area. 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. Grantee shall cause all costs and expenses related to its use of the Easement and Easement Area to be promptly paid prior to delinquency thereof, and Grantee shall be solely responsible for any and all mechanic's liens and other costs and expenses relating to Grantee's use of the Easement, or the rights granted in this Agreement.

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 ONE DOLLAR (\$1.00), 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: (a) the prior owner declines to repurchase the property; (b) the prior owner fails to repurchase the property within sixty (60) days after the public agency offers the property for repurchase; (c) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (d) the public agency grants or transfers the property to any other person or agency; or, (e) five (5) years have passed since the property was appropriated; and, (F) Prior to filing the petition for appropriation, the appropriated property was a blighted parcel, and the prior owner contributed to the blight. 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, subject to matters of record and matters that would be reflected in an accurate survey, that 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, Louis Guttman, President of Hills Developers, Inc. the duly authorized Manager of **Corridor 75 Park Ltd.**, an Ohio limited liability company, has set his/her hands to this instrument on the date stated below, in accordance with a company resolution, consent action or operating agreement.

GRANTOR: Corridor 75 Park Ltd., an Ohio limited liability company
By: Hills Developers, Inc, Manager

SIGNATURE: 

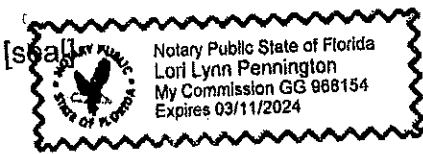
PRINTED NAME: Louis Guttman

TITLE: President

DATE: March 3, 2022

STATE OF Florida, COUNTY OF Palm Beach ss:

BE IT REMEMBERED, that on the 7 day of March, 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 Louis Guttman, whose title is President of Hills Developers, Inc, Manager, of **Corridor 75 Park, Ltd., an Ohio 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.



Notary Public: [Signature]
My Commission Expires: 03/11/2024

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution Number 22-0412, dated 3/22/22

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

Signature: [Signature]
Printed Name: Tom Grossmann
Title: President
Date: 3/22/22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 22 day of March, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann 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.

[seal]

Notary Public: [Signature]
My Commission Expires: 12/26/2022



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

Prepared and approved by:

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

Bruce A. McGary

By: Bruce A. McGary, Assistant Prosecutor

Date: 2/16/2022

EXHIBIT "A"

Water Line Easement

Situated in the County of Warren, State of Ohio, Township of Turtlecreek, City of Monroe, and in Section 5, T3E, R3N and being part of an original 778.5945 acre tract of land, as conveyed to Corridor 75 Park Ltd., recorded in O.R. 1226, Page 23 of the Official Records of Warren County, Ohio.

Commencing at a found iron pin located at the northeast corner of Lot 1, Corridor 75 Industrial Park, Phase One as shown on Plat Book Volume 82, Page 22, said iron pin also being located on the westerly Right-of-Way line of S. Union Rd. and at the northwest corner of a 1.194 acre tract conveyed to Park North at Monroe Owners Association, Inc. by deed as recorded in D.N. 2018-005555; thence leaving said west Right-of-Way and along the north line of said 1.194 acre tract N 60°57'56" E a distance of 30.00 feet to a point on the easterly Right-of-Way line of S. Union Rd., said point also being the **TRUE POINT OF BEGINNING** of the herein described water line easement;

Thence leaving said northerly line and along said easterly Right-of-Way line N 28°08'50" W a distance of 43.70 feet to a point;

Thence continuing along said easterly Right-of-Way line N 29°04'53" W a distance of 191.17 feet to the southerly line of a 0.205 acre tract conveyed to William Gallaher as recorded in D.B. 110, Page 20;

Thence leaving said easterly Right-of-Way line and along said south line S 84°56'47" E a distance of 18.12 feet to a point;

Thence leaving said south line and running parallel with the easterly Right-of-Way line of S. Union Rd. S 29°04'53" E a distance of 181.13 feet to a point;

Thence S 28°08'50" E a distance of 43.59 feet to a point on the northerly line of said 1.194 acre tract;

Thence along said northerly line S 60°57'56" W a distance of 15.00 feet and returning to the **POINT OF BEGINNING**, containing 0.0791 acres, more or less, subject to all easements, restrictions, conditions and legal highways of record pertaining to the parent tract.

This description is based on a field survey made in March 2020 and is further shown on **attached Exhibit B**".

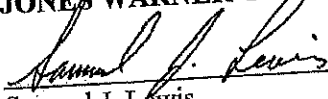
In addition to the above described water line easement, a temporary construction easement, ten (10) foot in width, is provided for the purpose of constructing said water main, shown

graphically on attached Exhibit B. This temporary construction easement shall expire one (1) year after completion of said water main construction.

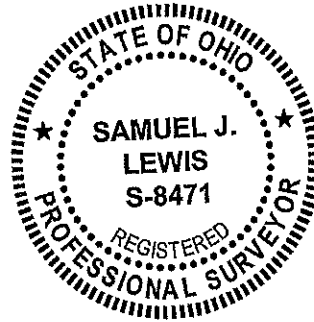
The above described water main easement and temporary construction easements are wholly contained within Warren County, Ohio Parcel Identification Number: 11-05-300-026 as assigned by the Warren County Ohio Auditor and is outside of the present road right-of-way.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

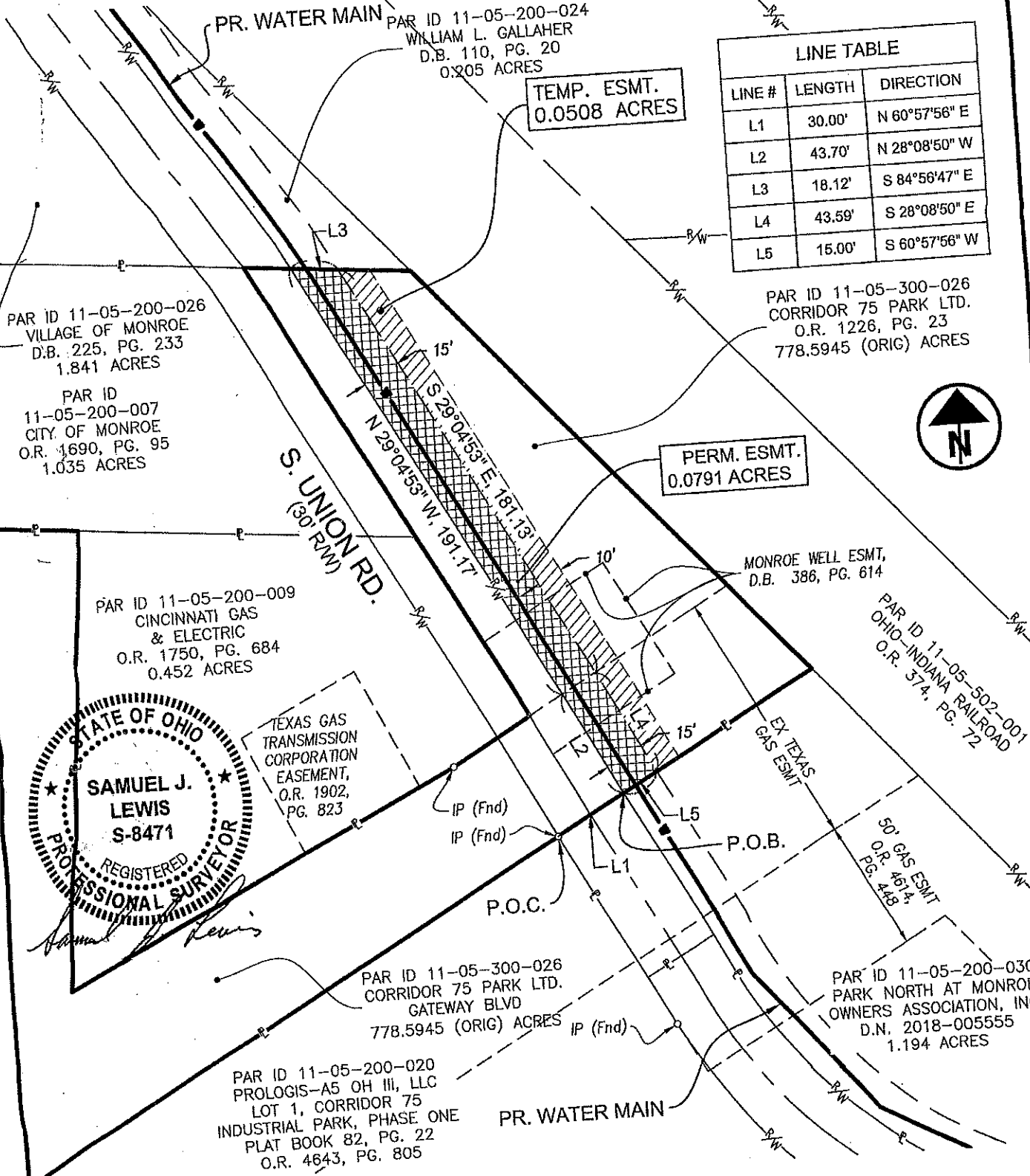
JONES WARNER CONSULTANTS, INC.



Samuel J. Lewis
Ohio Registered Land Surveyor No. 8471



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.00'	N 60°57'56" E
L2	43.70'	N 28°08'50" W
L3	18.12'	S 84°56'47" E
L4	43.59'	S 28°08'50" E
L5	15.00'	S 60°57'56" W



PAR ID 11-05-200-026
VILLAGE OF MONROE
D.B. 225, PG. 233
1.841 ACRES

PAR ID
11-05-200-007
CITY OF MONROE
O.R. 1690, PG. 95
1.035 ACRES

PAR ID 11-05-200-009
CINCINNATI GAS
& ELECTRIC
O.R. 1750, PG. 684
0.452 ACRES

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED PROFESSIONAL SURVEYOR

TEXAS GAS
TRANSMISSION
CORPORATION
EASEMENT,
O.R. 1902,
PG. 823

PAR ID 11-05-200-020
PROLOGIS-A5 OH III, LLC
LOT 1, CORRIDOR 75
INDUSTRIAL PARK, PHASE ONE
PLAT BOOK 82, PG. 22
O.R. 4643, PG. 805

PAR ID 11-05-300-026
CORRIDOR 75 PARK LTD.
GATEWAY BLVD
778.5945 (ORIG) ACRES

PR. WATER MAIN

PAR ID 11-05-300-026
CORRIDOR 75 PARK LTD.
O.R. 1226, PG. 23
778.5945 (ORIG) ACRES

PERM. ESMT.
0.0791 ACRES

MONROE WELL ESMT,
D.B. 386, PG. 614

PAR ID 11-05-502-001
OHIO-INDIANA RAILROAD
O.R. 374, PG. 72

EX TEXAS
GAS ESMT

50' GAS ESMT
O.R. 461A,
PG. 448

PAR ID 11-05-200-030
PARK NORTH AT MONROE
OWNERS ASSOCIATION, INC.
D.N. 2018-005555
1.194 ACRES

WATER LINE EASEMENT
WARREN COUNTY OHIO BOARD OF COUNTY COMMISSIONERS

PID: 11-05-300-026
CORRIDOR 75 PARK LTD.

SCALE:
1" = 50'

DATE:
2/10/2022

**JONES WARNER CONSULTANTS, IN
CONSULTING ENGINEERS**
8401 CLAUDE THOMAS RD., SUITE 51
FRANKLIN, OHIO 45005
PH: (855) 704-5924 FAX: (937) 704-9949
EMAIL: JWCI@joneswarner.com
VISIT US AT: www.joneswarner.com

Resolution

Number 22-0413

Adopted Date March 22, 2022

ENTER INTO AGREEMENT WITH SERVICE EXPRESS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR RENEWAL OF BLADE INFRASTRUCTURE SUPPORT

BE IT RESOLVED, to enter into an agreement with Service Express on behalf of Warren County Telecommunications, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Service Express
Telecom (file)



Service Agreement 40031

Agreement Information

Name : County of Warren
Agreement : 40031
Sales Person : Gracey Barroa
Duration: 12 Months
Commencement: 05/01/2022
Expiration: 04/30/2023

Contact Information

Name : Dustin Flint
Address : 406 Justice Dr.
Lebanon OH 45036 United States
Phone : +1 513-695-4357
Email: dustin.flint@wcoh.net

Billing Information

Invoice : Annual
Terms : Net 30

Billing Contact Information

Name : Dustin Flint
Address : 406 Justice Dr.
Lebanon OH 45036 United States
Phone : +1 513-695-4357
Email: dustin.flint@wcoh.net



Service Agreement 40031

Location: Main			Contact: Dustin Flint		City: Lebanon OH 45036					
Item	Model Number	Description	Additional Description	Serial Number	Warranty	Start Date	Days	Hours	Response	Price
1	PROLIANT BLC7000	HP PROLIANT BLC7000 BLADE ENCLOSURE		2S1312P18R	1	05/01/2022	7	12A-12A	4 HOUR	\$23.00
2	PROLIANT BLC7000	HP PROLIANT BLC7000 BLADE ENCLOSURE		2S1312P1P	1	05/01/2022	7	12A-12A	4 HOUR	\$23.00
3	PROLIANT BL460CG8	HP PROLIANT BL460CG8 2.60GHZ/20MB/8C (E5-2670)		MXQ3070327	1	05/01/2022	7	12A-12A	4 HOUR	\$19.00
4	PROLIANT BL460CG8	HP PROLIANT BL460CG8 2.60GHZ/20MB/8C (E5-2670)		MXQ30701T1	1	05/01/2022	7	12A-12A	4 HOUR	\$19.00
5	PROLIANT BL460CG8	HP PROLIANT BL460CG8 2.60GHZ/20MB/8C (E5-2670)		MXQ30701VB	1	05/01/2022	7	12A-12A	4 HOUR	\$19.00
6	PROLIANT BL460CG8	HP PROLIANT BL460CG8 2.60GHZ/20MB/8C (E5-2670)		MXQ30701T3	1	05/01/2022	7	12A-12A	4 HOUR	\$19.00
7	PROLIANT BL460CG8	HP PROLIANT BL460CG8 2.60GHZ/20MB/8C (E5-2670)		MXQ307032C	1	05/01/2022	7	12A-12A	4 HOUR	\$19.00
8	PROLIANT BL460CG8	HP PROLIANT BL460CG8 2.60GHZ/20MB/8C (E5-2670)		MXQ30701SZ	1	05/01/2022	7	12A-12A	4 HOUR	\$19.00
9	PROLIANT BL460CG8	HP PROLIANT BL460CG8 2.60GHZ/20MB/8C (E5-2670)		MXQ33908F5	1	05/01/2022	7	12A-12A	4 HOUR	\$19.00
10	PROLIANT BL460CG8	HP PROLIANT BL460CG8 2.60GHZ/20MB/8C (E5-2670)		MXQ33908FL	1	05/01/2022	7	12A-12A	4 HOUR	\$19.00

Main Total: \$198.00



Service Agreement 40031

Notes:

Monthly Charge: \$198.00

05/01/2022 - 04/30/2023 \$2,376.00

* Tom Grossmann 3/22/22
Authorized Representative Date

Tom Grossmann
Printed Authorized Representative: County of Warren

Julie Ausherman
Authorized Representative Date

Julie Ausherman, CFO
Printed Authorized Representative: Service Express

* Customer acknowledges that they have read and understand the Terms and Conditions on the following page and by signing this Agreement agree to them.

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice
Asst. Prosecuting Attorney

Date: 03/03/2022



Terms and Conditions of Sale

This Service Agreement and all sales by Service Express, LLC and its affiliates ("Service Express") are subject to these Terms and Conditions of Sale (these "Terms," and together with Customer's order, the "Agreement"). "Services" refers to the maintenance services provided by Service Express under this Agreement, and "Customer" refers to the person or entity purchasing Services from Service Express as is identified on the face of this Agreement. Service Express' acceptance of Customer's order is subject to Customer's acceptance of these Terms. Any modifications proposed by Customer are not part of the parties' agreement. Customer's acceptance of, or full or partial payment for, the Services will constitute Customer's acceptance of these Terms.

1. **TERM & TERMINATION.** This Agreement shall be effective from the commencement date and shall continue for the duration stated on the face of this Agreement (the "Initial Term"). Thereafter, the Agreement shall automatically renew for successive renewal terms equal in duration to the Initial Term unless terminated as set forth herein. This Agreement may be terminated without penalty by either party upon thirty (30) days' prior written notice. In the event of such termination, Service Express will refund to Customer any funds which have been prepaid for Services not received beyond the effective date of termination.
2. **EQUIPMENT CHANGES.** Equipment to be covered by the Services ("Equipment") may be added to this Agreement upon mutual agreement of the parties. Equipment may be removed from coverage under this Agreement with thirty (30) days' written notice to Service Express. Service charges for Equipment added to this Agreement will be at Service Express' then-current monthly rate.
3. **SERVICE RESPONSIBILITIES OF SERVICE EXPRESS.** Service Express warrants that all services provided shall be performed in a workmanlike manner and in compliance with applicable laws and regulations. In consideration of payment of the charges set forth in the Agreement, Service Express shall provide the following Services to Customer:
 - (1) remedial maintenance and continuous repair effort following Customer notification of Equipment malfunction, with on-site response within the time frames specified in this Agreement;
 - (2) labor and parts as deemed necessary by Service Express to maintain the Equipment or to return the Equipment to operating condition. Service Express may take ownership of exchanged parts removed from Equipment, except in the case of failed devices containing magnetic media, which Customer may retain ownership of at Customer's discretion; and
 - (3) installation of field engineering change orders deemed necessary by the Equipment manufacturer at a time mutually agreed upon by Service Express and Customer.
4. **SERVICE RESPONSIBILITIES OF CUSTOMER.** As a condition to Service Express' obligation to provide the Services, Customer shall:
 - (1) contact Service Express immediately when Equipment malfunctions. Customer shall take reasonable precautions to limit further damage to the Equipment;
 - (2) provide full and free access to Equipment;
 - (3) ensure that a Customer representative is present during service by Service Express personnel; and
 - (4) make every effort to provide a reasonable environment for the Equipment covered by this Agreement and shall abide by all manufacturer specifications regarding such environmental conditions.
5. **SERVICE LIMITATIONS.**
 - (1) Requests for Service received outside of the hours of coverage stipulated in this Agreement shall be responded to on a commercially reasonable efforts basis.
 - (2) This Agreement does not cover: (a) damage due to improper treatment or use of Equipment; (b) unauthorized attempts to repair, maintain, or modify the Equipment other than by or at the direction of Service Express; or (c) damage created by external sources to this Equipment. Repairs made under these circumstances shall be made at the then prevailing Service Express per call rates for labor and parts.
 - (3) Service Express reserves the right to withdraw individual items of Equipment from coverage under this Agreement if, in Service Express' reasonable opinion, these items can no longer be supported. In these circumstances, Service Express shall provide Customer with reasonable notice of withdrawal.
 - (4) Services do not include operation supplies or accessories (as defined by the manufacturer), cosmetic damage to Equipment, or work external to the Equipment itself.
6. **CHARGES.**
 - (1) Charges under this Agreement will be invoiced thirty (30) days in advance of the applicable service period. All invoices will be due within the net terms stated on the face of this Agreement.
 - (2) All overdue accounts may be charged a late fee of 1½% per month. Service Express reserves the right to suspend Services if invoices become past due.
 - (3) Charges for Equipment added to or removed from this Agreement will be prorated on a thirty (30) day month.
 - (4) Charges for services or equipment not covered under this Agreement shall be invoiced at Service Express' current rates and these Terms shall apply to such services.
 - (5) Service Express may adjust the applicable charges for Equipment covered under this Agreement on the anniversary date of this Agreement.
7. **LIMITATIONS OF LIABILITY.**
 - (1) EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THESE TERMS, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. **Waivers of liability may not be imposed by Customer as a requirement for site access. Service Express may suspend Services when, in Service Express' reasonable opinion, conditions at Customer's site jeopardize the health or safety of Service Express personnel.**
6. **Unless otherwise stated in this Agreement, the Services under this Agreement do not include LTU (License to Use) updates, software updates, software support, firmware upgrades, firmware updates, access to any proprietary information of any original equipment manufacturer, or access to technical websites.**



Terms and Conditions of Sale

- (2) SERVICE EXPRESS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF USE, DATA, SOFTWARE, REVENUE, OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SERVICE EXPRESS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE GREATER OF: A) THE TOTAL FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR B) TWO MILLION US DOLLARS (\$2,000,000).
- (3) This limitation of Service Express' liability will apply regardless of the form of action, whether in contract or tort including negligence. Any action against Service Express must be brought within six (6) months after the cause of action occurs.
- (4) Service Express shall not be liable for any delay in or failure of performance due to causes beyond the reasonable control of Service Express.
8. **INSURANCE.** Service Express shall carry, at a minimum, insurance in the following coverages and amounts:
- (1) Occurrence-based General Liability coverage and Prods/Com Ops coverage in amounts no less than \$1,000,000 each occurrence and \$2,000,000 aggregate;
 - (2) Technology & Information Professional Liability coverage in an amount no less than \$2,000,000;
 - (3) Workers' Compensation/Employer's Liability coverage as required by the applicable state law; \$1,000,000 per employee, accident, and disease; and
 - (4) Auto Liability Insurance coverage for any hired and non-owned autos in an amount no less than \$1,000,000, with a combined single limit each accident for bodily injury and property damage.
9. **GENERAL.**
- (1) If either party neglects or fails to perform any of its obligations under this Agreement, or any other agreement between the parties, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to terminate this Agreement.
 - (2) These Terms shall prevail over the terms and conditions of any order or other document submitted by Customer, and Service Express does not agree to and expressly rejects any Customer terms that are different from or in addition to these Terms.
 - (3) This Agreement supersedes all prior service agreements and understandings between the parties with respect to the Services. The parties agree to promptly modify this Agreement to conform to new or revised legislation or regulations to which a party is or becomes subject. If a party cannot comply with the required modifications, such party may terminate this Agreement in accordance with Section 1. In addition, Service Express reserves the right to modify this Agreement at any time by notifying the primary Customer contact on the face of the Agreement. If Customer objects to such changes, Customer may terminate the Agreement in accordance with Section 1. Customer's failure to object to such changes within thirty (30) of receipt of notice shall be deemed acceptance by Customer of the changes, and the modified Agreement shall be binding on the parties. Except as set forth herein, this Agreement may not be amended except by mutual agreement of the parties.
 - (4) It is expressly understood that if either party, on any occasion, fails to perform any provision of this Agreement, and the other party does not enforce that provision, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
 - (5) During the term of this Agreement and for a period of one (1) year thereafter, neither party shall solicit the employment of any employee of the other party with whom such party has had contact in connection with the relationship arising under this Agreement. The foregoing prohibition shall not apply to an employee responding to the general advertisement of an open position by the other party.
 - (6) Service Express shall comply with all applicable laws related to its provision of Services, including, but not limited to, those relating to data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Without limiting the generality of the foregoing, Service Express shall comply with all applicable anti-bribery and anti-corruption laws, and other laws governing improper payments, in connection with the performance of this Agreement, including but not limited to; the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations under it, and Service Express shall not act in a way that would cause Customer to be in violation of such laws (such as, by way of example, providing a kickback, bribe or inappropriate gift to any representative of Customer or government official or political party in order to obtain or retain business or to secure an improper commercial advantage). Service Express represents that it does not, directly or indirectly, engage in or otherwise support child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive worker treatment or corrupt business practices, in the supply of Services, including, without limitation, Human Trafficking. "Human Trafficking" is defined as: the recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Service Express further represents it does not, directly or indirectly, utilize the labor of North Korean nationals and/or North Korean citizens.
 - (7) Neither party shall assign this Agreement unless consented to in writing by the other party, except that Service Express may assign this Agreement to an affiliate or in the event of a merger, consolidation, change of control, or sale of all or substantially all of its assets upon notice to Customer.
 - (8) This Agreement will be governed by the laws of the State of Ohio (without regard to its conflict of law principles), and the parties hereby consent to the exclusive jurisdiction of the state or federal courts in the State of Ohio to adjudicate any dispute arising under or in connection with this Agreement.

Resolution

Number 22-0414

Adopted Date March 22, 2022

ACCEPT TAX INCENTIVE REVIEW COUNCIL RECOMMENDATIONS FOR THE 2021
ENTERPRISE ZONE PROGRAM AND COMMUNITY REINVESTMENT AREA
PROGRAM

WHEREAS, the Tax Incentive Review Council (TIRC) met on March 14, 2022 and has presented the recommendations from the findings to this Board; and

WHEREAS, it is required by the State of Ohio for this Board to accept the recommendations of the TIRC; and

NOW THEREFORE BE IT RESOLVED, to accept the TIRC recommendations for the 2021 Enterprise Zone Program and Community Reinvestment Area Programs copy of said recommendations attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)

March 22, 2022

To: Warren County Commissioners

From: Matthew Schnipke, Economic Development Director and
Warren County Enterprise Manager/Housing Officer

Re: Tax Incentive Review Council (TIRC) Recommendations for Tax Incentive Programs
(Community Reinvestment Area Program, Tax Increment Financing Program and
Enterprise Zone Program)

The TIRC meetings were held on March 14, 2022 for the 2021 review of the Community Reinvestment Area (CRA) Program, Tax Increment Financing (TIF) Program and Enterprise Zone Program (EZ). The meeting results for each program follow:

Community Reinvestment Area Program

The TIRC reviewed CRA's for the cities/village of Carlisle, Franklin, Harveysburg, Lebanon, South Lebanon, Mason, Monroe and Springboro. The Warren County Commissioners have no approval authority over the CRA programs of these municipalities; therefore, the TIRC only echoes the recommended action of the local municipality.

The local jurisdictions were satisfied with the performance of their particular CRA programs in all cases. Some communities had CRA agreements below project job creation targets, however; these projects created jobs where there had previously been vacancy, so each community was in favor of continuation. In other cases, communities with underperforming job numbers in their CRA agreements were still pleased as capital investment was of more importance to their community. Each community believes the CRA program to be a very useful tool for fostering future growth.

Two CRA areas were reviewed which are under the jurisdiction of the Warren County Commissioners. The Grandin Road CRA in Hamilton Township and the Turtlecreek Township West CRA in Turtlecreek Township were both established in 2018. The Grandin Road CRA in Hamilton Township does not have any active agreements. The Turtlecreek Township West CRA Area has one agreement established in 2021. That agreement was found to be compliant. The TIRC recommended continuation of both CRA areas and Agreement #1 in Turtlecreek Township West. It is the intention to have future agreements for business attraction in both areas.

Tax Increment Financing Program

The TIRC reviewed TIF Program projects for the cities/villages of Lebanon, Loveland, Springboro, Mason, Monroe, and South Lebanon and for Deerfield, Hamilton, and Turtlecreek Townships. TIF reporting requirements were not available from the City of Monroe as the reports were not yet completed. These reports will be forwarded to the TIRC Board upon

completion as the State requires reporting by the end of March. As with the Community Reinvestment Areas, the Warren County Commissioners have no approval authority for this program. The TIRC action is reported directly to those municipalities to accompany their annual report to the Ohio Development Service Agency. Each TIF discussed was performing/generating the appropriate revenue as prescribed and any debt service was being met through TIF proceeds (or if a brand new TIF, through the jurisdictions general fund). The request and approved action by the TIRC was to accept all TIF districts in compliance and to recommend their continuation.

The TIRC did review the TIF projects Warren County created for Procter and Gamble, the Greens of Bunnell Hill and Miami Valley Gaming. The TIRC found all projects to be compliant.

Enterprise Zone Program

The County Commissioners have final approval of all Enterprise Zone Agreements in Warren County. The TIRC reviewed two active agreements for 2021. Both are in the City of Lebanon. The companies evaluated (Mane, Inc. and Lebanon Senior Partners, LLC), were both found to be compliant. Mane, Inc. had far surpassed contractual requirements. Lebanon Senior Partners, LLC was behind on job requirements, however the TIRC recommended continuation as hiring was delayed due to COVID and has significantly picked up in 2022 according to the company.

Mane, Inc.: In Compliance – Mane, Inc. has highly exceeded original projections, and continues to show signs of growth. The job numbers from 2021 show significant growth of 39 new created jobs on the site due to the Enterprise Zone Agreement. These new jobs have an average annual payroll of nearly \$81,450.53. The total number of jobs (744) exceeds the number committed in the agreement (70) by 674 jobs. Mane, Inc.’s agreement runs through 2022.

Lebanon Senior Partners, LLC: In Compliance – Lebanon Senior Partners, LLC was in the first year of monitoring on the agreement. The project construction has been completed and hiring has started although it was delayed. The initial agreement called for 65 new FTEs to be hired, however due to COVID, construction (and subsequent hiring to open) was delayed. Currently only 3 FTE have been hired with an average salary of \$46,269.33. Communication with the company showed that hiring has significantly picked up in the first months of 2022 and will be reflected on next year’s reporting.

The following is a listing, by Enterprise Zone, of the agreements the TIRC reviewed:

Company	School District	Agreement Date	Expiration Date
Lebanon			
Mane, Inc.	Lebanon	Oct-07	2022
Lebanon Senior Partners, LLC	Lebanon	Apr-20	2030

Community Reinvestment Area Program

The County Commissioners have final approval of all Community Reinvestment Area Agreements within the Townships of Warren County. The TIRC reviewed one agreement within the Turtlecreek Township West CRA area. The agreement is in Turtlecreek Township. The company was CFPN Ohio, LLC. The agreement is not in full reporting as closing of the project occurred in October 2021.

CFPN Ohio, LLC: In Compliance – CFPN Ohio, LLC is the developer of the 296-acre site along State Route 63 that was formerly owned by the Ohio Department of Rehabilitation and Corrections. The agreement calls for \$116,000,000 in investment, 1,200 new jobs, and \$45 million in newly generated payroll. The project closed in October 2021, so true reporting won't begin until 2022. The agreement works in phases, so the timeline is potentially 15 years per building assuming that certain value and job creation metrics are hit. The 15 years rolls on with the completion of each building.

The following is a listing, by Enterprise Zone, of the agreements the TIRC reviewed:

Company	School District	Agreement Date	Expiration Date
Turtlecreek Township			
CFPN Ohio, LLC	Lebanon	May 2021	2045

If the Board would like to see the figures for the companies reviewed, have any questions pertaining to any of the programs, or need further detail, please let me know.

Sincerely,



Matt Schnipke
Director
Warren County Economic Development

Resolution

Number 22-0415

Adopted Date March 22, 2022

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES
AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tg

cc: 2022 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

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3 Grey Bookcases

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Used/See Description

Category

Office Equipment/Supplies

Inventory ID

BDD22019

Lot includes 3 grey bookcases

? Questions and Answers

There are currently no questions posted for this asset.

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2 Oak Desks

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD22018

Lot includes 2 Oak Desks. 1 Desk has hutch.

? Questions and Answers

There are currently no questions posted for this asset.

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2 Desk Hutches

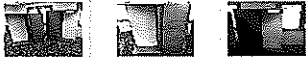
Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD22017

Lot includes 2 desk hutches WITHOUT desks

? Questions and Answers

There are currently no questions posted for this asset.

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Desk with Hutch

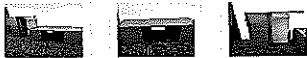
Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD22016
Oak Desk with Hutch		

? Questions and Answers

There are currently no questions posted for this asset.

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File Cabinets

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD22015

Lot includes 6- 4 Drawer File Cabinets

? Questions and Answers

There are currently no questions posted for this asset.

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4 Chairs and Microwave Stand

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD22014

Lot includes 4 Chairs(3 Blue/Grey- 1 Grey) and a Black Microwave Stand

? Questions and Answers

There are currently no questions posted for this asset.

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Desks with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD22013

Lot includes 2 Oak Desks with Hutch

? Questions and Answers

There are currently no questions posted for this asset.

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2- Desks with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD22012

Lot includes 2 Oak Desk with Hutch and Keyboard Tray

? Questions and Answers

There are currently no questions posted for this asset.

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Desk with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD22011
Oak Desk with Hutch and Keyboard Tray		

? Questions and Answers

There are currently no questions posted for this asset.

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Desk with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

BDD22010

Cherry Desk with Hutch and Keyboard Tray

? Questions and Answers

There are currently no questions posted for this asset.

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L Shape Desk with Hutch

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD22009

Oak L Shaped Desk with Hutch and Keyboard Tray

? Questions and Answers

There are currently no questions posted for this asset.

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2012 Ford Fusion- Maroon

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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Year	Make/Brand	Model	VIN/Serial	Miles
2012	Ford	Fusion	3FAHPOGA2CR142843	101,545 (Accurate?:)

Condition	Category	Inventory ID
Used/See Description	Automobiles	BDD22008

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2012 Ford Fusion- White

Auction Ends **ET**

Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Inventory ID
2012	Ford	Fusion	3FAHPOHA8CR440473	117,432 (Accurate?:)
Condition	Category		Inventory ID	
Used/See Description	Automobiles		BDD22007	

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2007 Ford 500

Auction Ends **ET**

Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles
2007	Ford	500	1FAPP24137G107829	79,400 (Accurate?:)

Condition	Category	Inventory ID
Used/See Description	Automobiles	BDD22006

2007 Ford 500- Red. Vehicle received regular oil changes and yearly maintenance. Last oil change May 2021. Leather interior.

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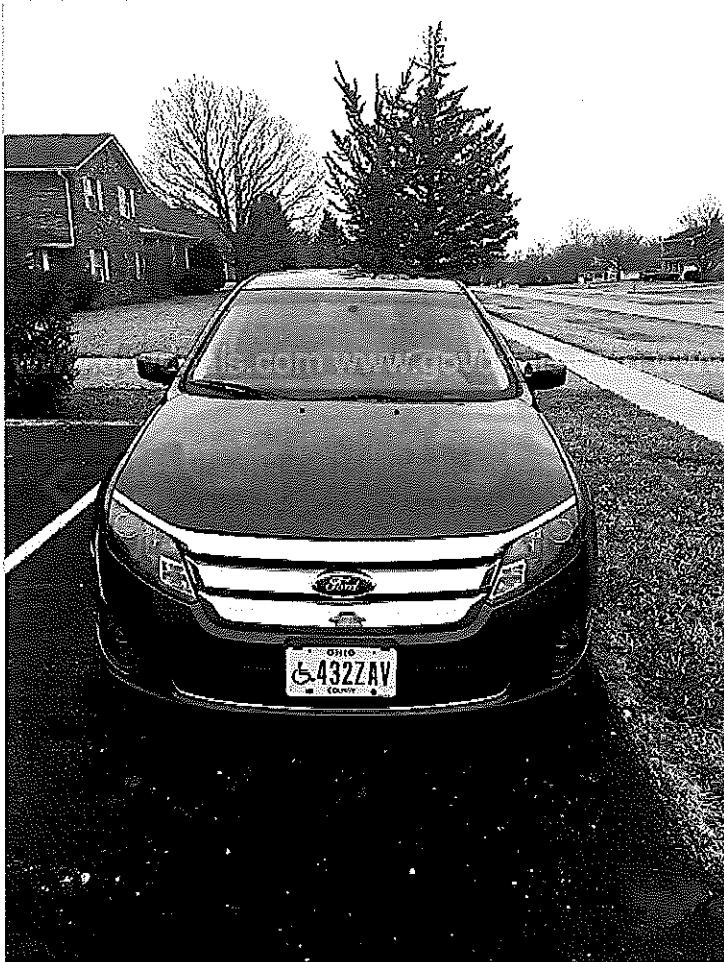
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2012 Ford Fusion- Blue

Auction Ends **ET**

Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles
2012	Ford	Fusion	3FAHPOHA7CR103826	102,084
Condition			Category	Inventory ID
Used/See Description			Automobiles	BDD22005

Resolution

Number 22-0416

Adopted Date March 22, 2022

ACKNOWLEDGE PAYMENT OF BILLS

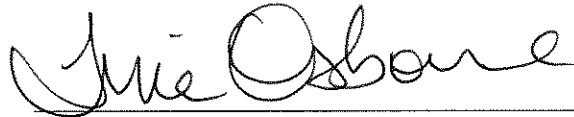
BE IT RESOLVED, to acknowledge payment of bills from 3/15/22 and 3/17/22, as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 22-0417

Adopted Date March 22, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN BROOKWOOD SUBDIVISION SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	22-007 (P/S)
Development	:	Brookwood Subdivision
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$81,915.54
Surety Company	:	Liberty Mutual Insurance Co. (285069190)

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

285069190

22-007 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
The Drees Company _____ (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Liberty Mutual Insurance Company _____ (2) (hereinafter the "Surety").

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$409,577.70,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$54,763.25; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$81,915.54 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$81,915.54 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

The Drees Company

Attn: Jeff Hebel

211 Grandview Drive

Ft. Mitchell, KY 41017

Ph. (859) 578 - 4323

D. To the Surety:

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

Ph. (800) 290 - 7933

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

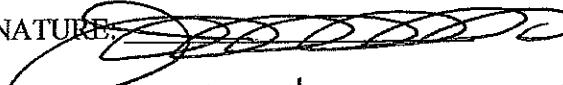
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

The Drees Company
 Pursuant to a resolution authorizing the undersigned to execute this agreement.

SURETY:

Liberty Mutual Insurance Company
 Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: JEFF HEBEL

PRINTED NAME: Ann Mullins

TITLE: ASST. SEC. LAND

TITLE: Attorney in Fact

DATE: 2/21/22

DATE: February 18, 2022

[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 22-0417, dated 3/22/22

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/22/22

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

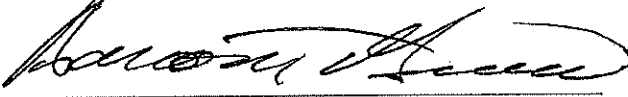
State of ILLINOIS }
County of WILL } ss:

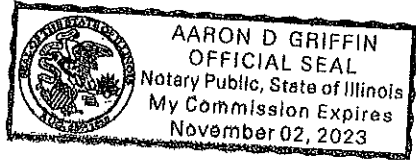
On February 18, 2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ann Mullins

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year stated in this certificate above.

My Commission Expires November 2, 2023


Aaron D. Griffin Notary Public



Effective Date: April 24, 1924

Expiration Date: April 1, 2022

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Accident & Health
Allied Lines	Inland Marine
Boiler & Machinery	Medical Malpractice
Burglary & Theft	Multiple Peril - Commercial
Collectively Renewable A & H	Multiple Peril - Farmowners
Commercial Auto - Liability	Multiple Peril - Homeowners
Commercial Auto - No Fault	Noncancellable A & H
Commercial Auto - Physical Damage	Nonrenew-States Reasons (A&H)
Credit	Ocean Marine
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets	Liabilities
Cash and Bank Deposits..... \$2,058,007,542	Unearned Premiums..... \$8,448,706,991
*Bonds — U.S Government..... 2,209,760,437	Reserve for Claims and Claims Expense..... 23,879,216,613
*Other Bonds..... 15,902,755,586	Funds Held Under Reinsurance Treaties..... 343,068,613
*Stocks..... 18,517,107,230	Reserve for Dividends to Policyholders 1,192,716
Real Estate..... 193,169,809	Additional Statutory Reserve..... 77,397,000
Agents' Balances or Uncollected Premiums..... 6,970,170,469	Reserve for Commissions, Taxes and Other Liabilities 6,279,510,804
Accrued Interest and Rents..... 118,399,147	Total..... \$39,029,092,737
Other Admitted Assets..... 12,079,597,645	Special Surplus Funds..... \$178,155,102
	Capital Stock..... 10,000,075
	Paid in Surplus..... 10,945,045,214
	Unassigned Surplus..... 7,886,674,737
Total Admitted Assets <u>\$58,048,967,865</u>	Surplus to Policyholders 19,019,875,128
	Total Liabilities and Surplus <u>\$58,048,967,865</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

TAMIKOLAJEWSKI

Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ann Mullins

all of the city of Chicago, state of Illinois each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of February, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Resolution

Number 22-0418

Adopted Date March 22, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN BROOKWOOD SUBDIVISION SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	22-011 (W/S)
Development	:	Brookwood
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$30,226.00
Surety	:	Liberty Mutual Insurance Company (No. 285069192)

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: The Drees Co., ATTN: Jeff Hebler, 211 Grandview Drive, Ft. Mitchell, KY 41017
Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

22-011 (w/s)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Brookwood
Subdivision, Section/Phase - Section 1 (3) (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$302,264.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A 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 \$30,226.00 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:

The Drees Company

Att: Jeff Hebel

211 Grandview Drive

Ft. Mitchell, KY 41017

Ph. (859) 578 - 4323

D. To the Surety:

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

Ph. (800) 290 - 7933

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:

The Drees Company

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

SURETY:

Liberty Mutual Insurance Company

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: JEFF HEBEL

PRINTED NAME: Ann Mullins

TITLE: AST. SEC. LAND

TITLE: Attorney in Fact

DATE: 2/21/22

DATE: February 18, 2022

[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 22-0418, dated 3/22/22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/22/22

RECOMMENDED BY:

By: Chris Brown
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Kathryn McHowarth
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

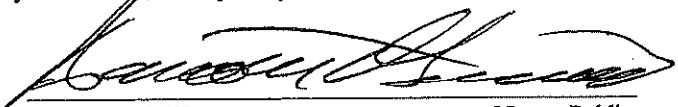
State of ILLINOIS }
County of WILL } ss:

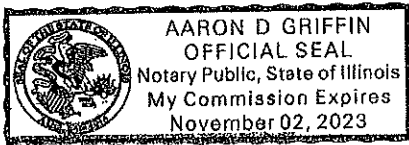
On February 18, 2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ann Mullins

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 2, 2023


Aaron D. Griffin Notary Public



Effective Date: April 24, 1924

Expiration Date: April 1, 2022

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Accident & Health
Allied Lines	Inland Marine
Boiler & Machinery	Medical Malpractice
Burglary & Theft	Multiple Peril - Commercial
Collectively Renewable A & H	Multiple Peril - Farmowners
Commercial Auto - Liability	Multiple Peril - Homeowners
Commercial Auto - No Fault	Noncancellable A & H
Commercial Auto - Physical Damage	Nonrenew-States Reasons (A&H)
Credit	Ocean Marine
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets	Liabilities
Cash and Bank Deposits..... \$2,058,007,542	Unearned Premiums..... \$8,448,706,991
*Bonds — U.S Government..... 2,209,760,437	Reserve for Claims and Claims Expense..... 23,879,216,613
*Other Bonds..... 15,902,755,586	Funds Held Under Reinsurance Treaties..... 343,068,613
*Stocks..... 18,517,107,230	Reserve for Dividends to Policyholders 1,192,716
Real Estate..... 193,169,809	Additional Statutory Reserve..... 77,397,000
Agents' Balances or Uncollected Premiums..... 6,970,170,469	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 118,399,147	Other Liabilities 6,279,510,804
Other Admitted Assets..... 12,079,597,645	Total..... \$39,029,092,737
Total Admitted Assets..... <u>\$58,048,967,865</u>	Special Surplus Funds..... \$178,155,102
	Capital Stock..... 10,000,075
	Paid in Surplus..... 10,945,045,214
	Unassigned Surplus..... 7,886,674,737
	Surplus to Policyholders 19,019,875,128
	Total Liabilities and Surplus <u>\$58,048,967,865</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

TAMIKOLAJEWSKI

Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ann Mullins

all of the city of Chicago, state of Illinois each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of February, 2022.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Resolution

Number 22-0419

Adopted Date March 22, 2022

APPROVE VARIOUS RECORD PLATS

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

- Long Cove Phase 7, Block "A" - Deerfield Township
- Brookwood Subdivision – Deerfield Township

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 22-0420

Adopted Date March 22, 2022

RESCIND RESOLUTIONS #22-0313 AND #22-0351 APPROVING APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011120

WHEREAS, pursuant to Resolution #22-0313, adopted March 1, 2022, and Resolution 22-0351, adopted March 8, 2022, this Board approved appropriation adjustments from Commissioners' fund #11011110 into Common Pleas Court fund #11011120; and

WHEREAS, this request was made using an incorrect fund: and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #22-0313 adopted March 1, 2022 and Resolution #22-0351, adopted March 8, 2022.

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0421

Adopted Date March 22, 2022

APPROVE A SUPPLEMENTAL APPROPRIATION AND A CASH ADVANCE WITHIN THE NORTHBOUND COLUMBIA ROAD AT 22/3 IMPROVEMENT PROJECT FUND #4438

WHEREAS, a supplemental appropriation and a cash advance are necessary for the Northbound Columbia Road at 22/3 Improvement Project fund #4438; and

NOW THEREFORE BE IT RESOLVED, to approve the following:

Supplemental Appropriation

\$256,292.00 into #44383120-5320 (Capital Purchase)

Cash Advance

\$300,000.00 from 2202-45556 (Cash Advance Out)
into 4438-45555 (Cash Advance In)

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Cash Adv. file
Engineer (file)

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

Resolution

Number 22-0422

Adopted Date March 22, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court #11011220 in order to process a sick and vacation leave payout for Andrew Hasselbach former employee of Common Pleas Court:

\$28,700.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011220-5882 (Common Pleas Court - Vacation Leave Payout)

\$2,797.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11011220-5881 (Common Pleas Court - Sick Leave Payout)

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 22-0423

Adopted Date March 22, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION FUND
#10112600

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile
Detention fund #11012600:

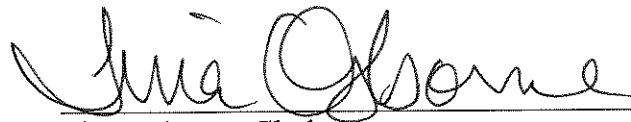
\$ 1,200.00	from	11012600-5102	(Juv Det Regular Salaries)
	into	11012600-5911	(Juv Ct Non-Taxable Meal Fringe)

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 22-0424

Adopted Date March 22, 2022

APPROVE APPROPRIATION ADJUSTMENT INTO GRANTS FUND #2211

BE IT RESOLVED, to process adjustment of expense for a previously approved ARPA expense, it is necessary to approve the following appropriation adjustment within fund 2211:

\$6,500.00	from	#22111110-5317	(Fiscal Recovery – Non-Capital Purchases)
	into	#22111110-5318	(Fiscal Recovery – Data BD Approved Non Cap)

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

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

Resolution

Number 21-0425

Adopted Date March 22, 2022

APPROVE AN APPROPRIATION ADJUSTMENTS WITHIN WORKFORCE INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustments:

\$4,000	from	#22385800-5102	(WIB – Regular salaries)
\$1,000	from	#22385800-5811	(WIB – PERS)
\$6,000	from	#22385800-5400	(WIB – Purchased Services)
\$6,000	into	#22385800-5370	(WIB – Software – Non Data Bd)
\$5,000	into	#22385800-5850	(WIB – Training/Education)

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj file
Workforce Investment Board (file)

Resolution

Number 22-0426

Adopted Date March 22, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN EMERGENCY SERVICES/
EMERGENCY MANAGEMENT FUND #2264

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,565.22	from #22642800 5830	(Workers Comp.)
	into #22642800 5371	(Software Data Board Approval)
\$4,060.00	from #22642800 5400	(Purchased Services)
	Into #22642800 5371	(Software Data Board Approval)

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)

Resolution

Number 22-0427

Adopted Date March 22, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	JACK DOHENY COMPANIES INC	SEW ORION ZOOM CAMERA HEAD	\$ 18,998.00
TEL	RED DAWN INTERMEDIATE I INC	TEL "RENEWAL" SERVER BLADE SYS	\$ 2,376.00
ENG	REQ BLANKET VENDOR	TEMP ENT AND WORK AGREEME - SMITH	\$ 1.00
BOC	WARREN COUNTY COMMUNITY SERVICES INC	BOC SENIOR CITIZENS FRIENDLY VISITORS PROGRAM	\$ 60,000.00

3/22/2022 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 22-0428

Adopted Date March 22, 2022

RESCIND RESOLUTION #22-0367 TO ADVERTISE FOR BIDS FOR THE 2022 SMALL BRIDGES REPLACEMENT PROJECT

WHEREAS, the inability to obtain certain building materials has prevented the project to be completed in a timely manner; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #22-0367 adopted March 15, 2022, to advertise for bids for the 2022 Small Bridges Replacement Project for the County Engineer;

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 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Engineer (file)
OMB Bid file