

# Resolution

Number 23-0234

Adopted Date February 28, 2023

HIRE KIMBERLY RADCLIFFE AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Kimberly Radcliffe as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$16.07 per hour, effective March 20, 2023 subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Facilities Management (file)  
K. Radcliffe's Personnel file  
OMB-Sue Spencer

# Resolution

Number 23-0235

Adopted Date February 28, 2023

## HIRE PATRICIA COLDIRON AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Patricia Coldiron as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$16.07 per hour, effective March 6, 2023 subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Facilities Management (file)  
P. Coldiron's Personnel file  
OMB-Sue Spencer

# Resolution

Number 23-0236

Adopted Date February 28, 2023

APPROVE LEAVE DONATION FOR KATHY MARKS, CUSTODIAL WORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, the Director of the Department of Facilities Management has requested, due to the serious health condition approve leave donation for Kathy Marks; and

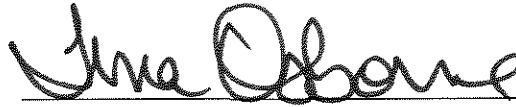
NOW THEREFORE BE IT RESOLVED, to approve leave donation for Kathy Marks, within the Department of Facilities Management, effective immediately.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
K. Marks' FMLA File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 23-0237

Adopted Date February 28, 2023

APPROVE LEAVE DONATION FOR KODY SANDERS, SERVICE WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, the Director of the Department of Facilities Management has requested, due to the serious health condition approve leave donation for Kody Sanders; and

NOW THEREFORE BE IT RESOLVED, to approve leave donation for Kody Sanders, within the Department of Facilities Management, effective immediately.

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

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

Resolution adopted this 28th day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Facilities Management (file)  
K. Sanders' FMLA File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 23-0238

Adopted Date February 28, 2023

APPROVE PROMOTION OF KYLE PURDY TO THE POSITION OF SEWER COLLECTIONS WORKER II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Purdy has obtained his class A CDL license with tanker endorsement and is eligible to be promoted to a Sewer Collections Worker II classification; and

WHEREAS, it is the desire of the Board to promote Kyle Purdy to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Kyle Purdy to the position of Sewer Collections Worker II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #15, 23.30 per hour, effective pay period beginning February 25, 2023.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 23-0239

Adopted Date February 28, 2023

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH RODNEY CAMPBELL AND MARILYN R. CAMPBELL FOR THE BRIDGE REPLACEMENT PROJECT ON SHAKER ROAD

WHEREAS, in order to improve the safety of Shaker 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 #08-36-178-009 located at 6760 Shaker Rd., Franklin, OH 45005 which is owned by Rodney Campbell and Marilyn R. Campbell, 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. Including trees that utility trimmed with stumps.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Place rock channel protection outside the existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. 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 Rodney Campbell and Marilyn R. Campbell, for the Shaker 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.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Campbell, Rodney and Marilyn R.,  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Rodney Campbell and Marilyn R. Campbell, husband and wife, whose tax mailing address is 6760 Shaker Road, Franklin, OH 45005 (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 Shaker Road over Tommy's 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 6760 Shaker Road, Franklin, OH 45005, identified as Parcel #08-36-178-009. Grantee requests permission from Grantors to enter onto the part of said real estate as illustrated in "Exhibit A" 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.
  4. Place rock channel protection outside the existing right-of-way.
  5. Complete final grading of embankment and stream outside of the existing right-of-way.
  6. Seed and straw any disturbed area upon completion of the project.
- INCLUDING TREES  
THAT UTILITY TRIMMING  
WITH STUMPS  
DWB  
MRC

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, fence, 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 Shaker Road Bridge #48-5.93 Replacement Project or until December 31, 2023, whichever comes first.

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IN EXECUTION WHEREOF, Rodney Campbell and Marilyn R. Campbell, the Grantors herein, have hereunto set their hands on the date stated below.

**Grantors:**

Signature: Rodney Campbell

Printed Name: Rodney Campbell

Date: 2-21-23

Signature: Marilyn R. Campbell

Printed Name: Marilyn R. Campbell

Date: 2-21-23

STATE OF Ohio, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 21<sup>st</sup> day of FEBRUARY, 2023, 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 Rodney Campbell and Marilyn R. Campbell, 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 Shannon Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0239, dated 2-28-23.

Grantee: \_\_\_\_\_  
Signature: Shannon Jones  
Printed Name: Shannon Jones  
Title: President  
Date: 2-28-23

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 28 day of February, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, 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.



KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834386  
My Commission Expires July 15, 2026

Krystal Lynn Powell  
Notary Public  
My commission expires: July 15, 2026

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

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

EXHIBIT A



Warren County GIS

Date: 10/26/2020

Cadastral Lines	Corporate Line	Parcel Line	Hardware
all other values	County Line	ROW Unknown With Line	Subdivision Lot Line
Line Type	Farm Lot Line	Road ROW	Township and Range Line
Audubon Tract Line	Crossing Line	School Line	Tract Line
Civil Township Line	Subdivision Limit Line	Section Line	WMS Line
			Washed Road Line

N.T.S.

Bridge #48-5.93

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 23-0240

Adopted Date February 28, 2023

ENTER INTO A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH THE BOARD OF TOWNSHIP TRUSTEES OF DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO WITH THE EASEMENT AREAS BEING LOCATED ALONG A PORTION OF THE DEERFIELD TOWNSHIP FIRE DEPARTMENT COLUMBIA ROAD AND KINGS MILLS ROAD FRONTAGE FOR THE PLANNED FUTURE ROADWAY IMPROVEMENT/ WIDENING PROJECT IN DEERFIELD TOWNSHIP

WHEREAS, the attached temporary construction easements are situated along a portion of the Deerfield Township Fire Department road frontage located at 2095 Kings Mills Road, PID 16-18-200-008. Said easements are provided by the Board of Township Trustees of Deerfield Township, Warren County, Ohio for the planned Kings Mills Road and Columbia Road widening project; and

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

WHEREAS, the land area for the temporary construction easement areas are as follows:

- Temporary Construction Easements – Exhibits A, B & C – 0.1401 acres & 0.0420 acres (Along Kings Mills Rd and Columbia Rd., along PID #16-18-200-008)


NOW THEREFORE BE IT RESOLVED, to enter into a temporary construction easement agreement with the Board of Township Trustees of Deerfield Township, Warren County, Ohio. A copy of the said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Deerfield Township  
Engineer (file)  
Easement file

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
IN THE NAME OF AND FOR THE USE AND BENEFIT OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. # 16-18-200-008 (Pt.)**

**ARTICLES OF AGREEMENT**

This Temporary Easement Agreement (the "Agreement") is entered into the date stated below by The Board of Township Trustees of Deerfield Township, Warren County, Ohio (aka Deerfield Township Trustees), whose tax mailing address is 4900 Parkway Dr., Suite 150, Deerfield Township, Ohio 45040 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Agreement is to obtain the necessary temporary access rights for the construction of the planned future widening of Columbia Road (Township Road #0015) and Kings Mills Road (County Road #0031), being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 22-0271 adopted February 22, 2022.

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

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTIONS**

**See Exhibit "A" for 10-T1 metes & bounds description.**

**See Exhibit "B" for 10-T2 metes & bounds description.**

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

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

**GRANTOR:**

IN WITNESS WHEREOF, The Board of Township Trustees of Deerfield Township has caused its name to be subscribed by ERIC REINERS its duly authorized ADMINISTRATOR, and it duly authorized agent on the 8<sup>TH</sup> day of FEBRUARY, 2023

The Board of Township Trustees of Deerfield Township

By: [Signature]  
Name of Signer: ERIC REINERS  
Title of Signer: ADMINISTRATOR

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

On this 8<sup>th</sup> day of February, 2023, before me, the undersigned Notary Public, personally appeared Eric Reiners, Top Admin., who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

WITNESS my hand and official seal

[Signature]  
Notary Public  
Print Name: Ben Yoder  
My commission expires: N/A



BENJAMIN J. YODER, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution No. 23-0240, dated 2-28-23.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 2-28-23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 28 day of February, 2023 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannon Jones, President or Vice-President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing instrument, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorizing him to act. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Notary Public: Krystal Lynn Powell



KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-834388  
My Commission Expires July 15, 2026

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Bruce A. McGary

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

SR157-91  
16-18D  
1-25-2023

Page 1 of 3

**EXHIBIT A**  
Parcel 10-T1  
Temporary Construction Easement

Situate in Section 18, Town 4, Range 2, in Deerfield Township, Warren County, State of Ohio, and being part of a 1.542 acre (total) tract of land as conveyed to DEERFIELD TOWNSHIP TRUSTEES by instrument as recorded in O.R. 408 P 784 of the Official Records of said county, and being more particularly bounded and described, with Stations and offsets referenced to the centerlines of Kings Mills Road and Columbia Road as shown on the "Kings Mills Road (CR31)/Kings Island Drive Centerline Plat" as recorded in Plat Book 106 Pages 87 & 88 of the Warren County Plat Records, as follows:

Beginning for reference at mag nail set at the northwest corner of said 1.542 acre tract, being in the intersection of the existing centerline of right of way for Kings Mills Road (85'), 4.25 feet right of Kings Mills Road centerline Station 609+38.52, reference a magnetic reading bearing South 67° 54' 44" West 0.17';

Thence with the west line of said tract South 12° 05' 30" West 32.87 feet to an iron pin set in the new south right of way line of Kings Mills Road, 37.00 feet right of Kings Mills Road centerline Station 609+35.73; said iron pin being the TRUE POINT OF BEGINNING;

**PARCEL 10-T1**

Thence with said new south right of way line through said tract for the following four courses:

1. South 82° 46' 35" East 99.27 feet to a point 37.00 feet right of Kings Mills Road centerline Station 610+35.00;
2. South 69° 56' 11" East 15.38 feet to a point 40.42 feet right of Kings Mills Road centerline Station 610+50.00;
3. South 78° 46' 20" East 50.25 feet to a point 43.93 feet right of Kings Mills Road centerline Station 611+00.13;
4. South 49° 38' 36" East 38.55 feet to a point in the existing west right of way line of Columbia Road, 65.00 feet right of Kings Mills Road centerline Station 611+32.41;

Thence with said right of way line along the arc of a curve to the right 42.77 feet, said arc having a radius of 51.00 feet and a chord bearing South 07° 21' 24" West 41.53 feet to a point 30.30 feet left of Columbia Road centerline Station 28+69.72;

**EXHIBIT A**  
Parcel 10-T1  
Temporary Construction Easement

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Thence continuing with said line South 31° 22' 50" West 69.72 feet to a point 30.34 feet left of Columbia Road centerline Station 28+00.00;

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

1. North 10° 23' 54" East 21.42 feet to a point 38.00 feet left of Columbia Road centerline Station 28+20.00;
2. North 31° 20' 35" East 60.00 feet to a point 38.00 feet left of Columbia Road centerline Station 28+80.00;
3. North 26° 01' 07" West 53.80 feet to a point 49.00 feet right of Kings Mills Road centerline Station 611+00.00;
4. North 82° 46' 35" West 65.00 feet to a point 49.00 feet right of Kings Mills Road centerline Station 610+35.00;
5. South 07° 13' 25" West 31.00 feet to a point 80.00 feet right of Kings Mills Road centerline Station 610+35.00;
6. North 82° 46' 35" West 102.93 feet to a point in the west line of said tract, 80.00 feet right of Kings Mills Road centerline Station 609+32.07;

Thence with said line North 12° 05' 30" East 43.16 feet to the TRUE POINT OF BEGINNING, containing 0.1401 acres (6101 SF), more or less, and subject to all legal easements and restrictions of record.

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

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



**EXHIBIT A**  
Parcel 10-T1  
Temporary Construction Easement

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

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

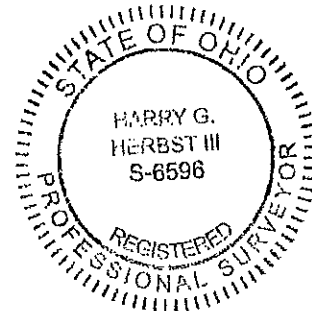
Grantor claims title through instrument of record in O.R. 408 P 784, Warren County Recorder's Office.

0.1401 acres of the above described area is contained within Warren County Auditor's Parcel Number 16-18-200-008, of which the present road right of way occupies 0.0000 acres, more or less.

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

Prepared by  
LJB Inc.

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



SR 157-97  
16-18D  
1-25-2023

Page 1 of 2

## EXHIBIT B

Parcel 10-T2

Temporary Construction Easement

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Situate in Section 18, Town 4, Range 2, in Deerfield Township, Warren County, State of Ohio, and being part of a 1.542 acre (total) tract of land as conveyed to DEERFIELD TOWNSHIP TRUSTEES by instrument as recorded in O.R. 408 P 784 of the Official Records of said county, and being more particularly bounded and described, with Stations and offsets referenced to the centerline of Columbia Road as shown on the "Kings Mills Road (CR31)/Kings Island Drive Centerline Plat" as recorded in Plat Book 106 Pages 87 & 88 of the Warren County Plat Records, as follows:

Beginning for reference at the southeast corner of said 1.542 acre tract, in the existing centerline of right of way for Columbia Road (60'), 0.46 feet left of Columbia Road centerline Station 26+19.42;

Thence with the south line of said tract North 58° 37' 10" West, passing an iron pin found at 0.20 feet, for a total distance of 30.00 feet, to a point in the existing west right of way line of Columbia Road, 30.46 feet left of centerline Station 26+19.44, said point being the TRUE POINT OF BEGINNING;

### PARCEL 10-T2

Thence continuing with said line North 58° 37' 10" West 19.54 feet to a point 50.00 feet left of centerline Station 26+19.45;

Thence along a line through said tract North 31° 20' 35" East 83.55 feet to a point 50.00 feet left of centerline Station 27+03.00;

Thence continuing along a line through said tract North 75° 46' 18" East 28.01 feet to a point in said existing west right of way line 30.40 feet left of centerline Station 27+23.00;

Thence with said line South 31° 22' 50" West 103.56 feet to the TRUE POINT OF BEGINNING, containing 0.0420 acres, (1831 SF), more or less, and subject to all legal easements and restrictions of record.

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

**EXHIBIT B**  
Parcel 10-T2  
Temporary Construction Easement

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

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

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

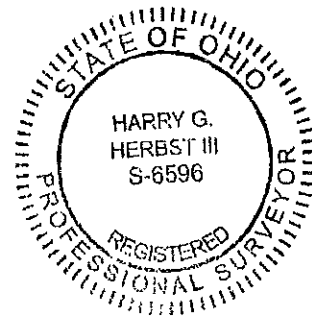
Grantor claims title through instrument of record in O.R. 408 P 784, Warren County Recorder's Office.

0.0420 acres of the above described area is contained within Warren County Auditor's Parcel Number 16-18-200-008, of which the present road right of way occupies 0.0000 acres, more or less.

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

Prepared by  
LJB Inc.

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





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

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

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

KINGS MILLS RD VACANT

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

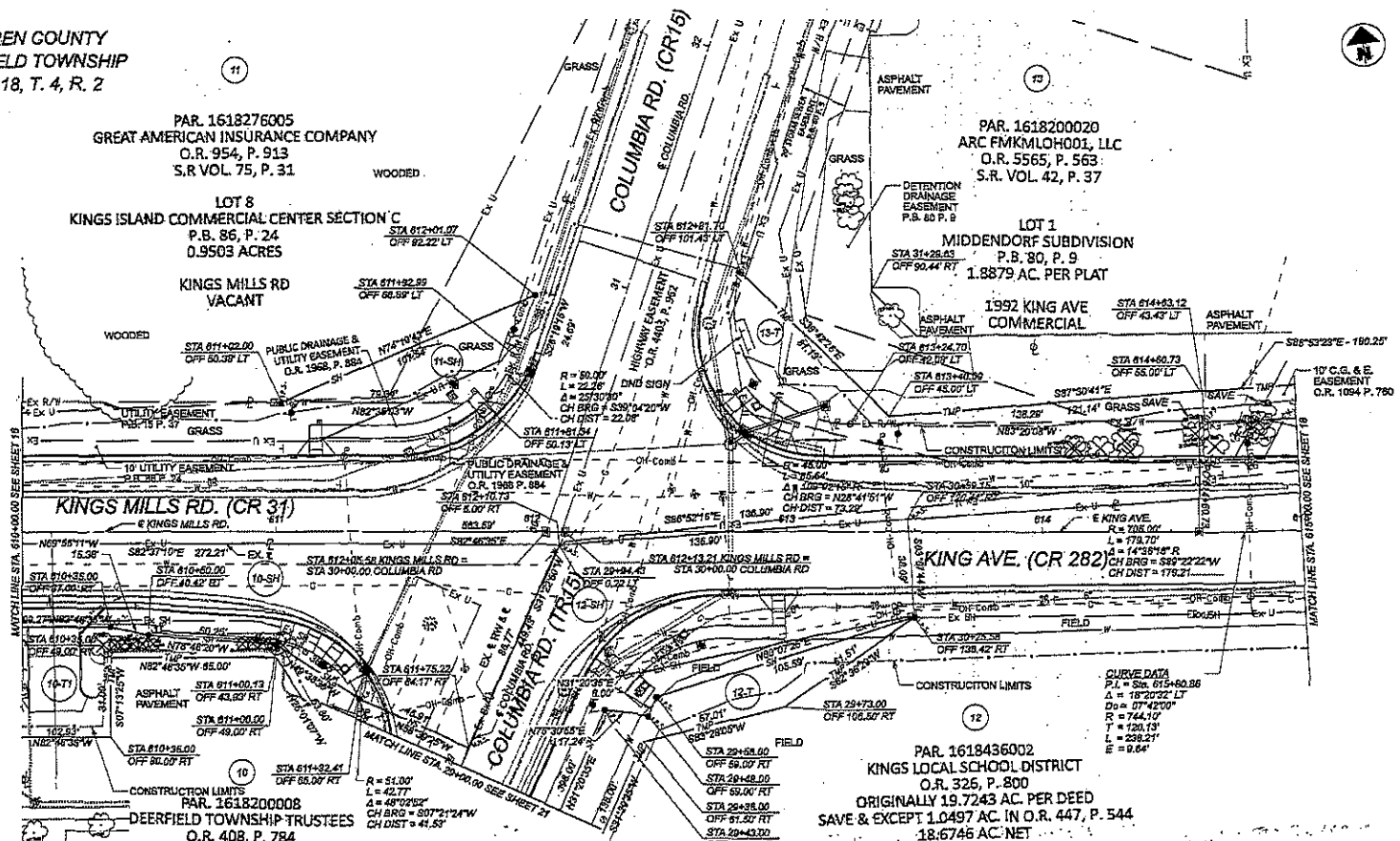
LOT 1  
MIDDENDORF SUBDIVISION  
P.B. 80, P. 9  
1.8879 AC. PER PLAT

1992 KING AVE COMMERCIAL

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

5500 COLUMBIA RD SCHOOL

2095 KINGS MILLS RD  
FIRE STATION



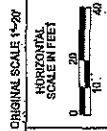
MONUMENT TABLE

STATION	OFFSET	NORTH (Y)	EAST (X)	RAW MON.	DESCRIPTION
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03+43.51	71.57 RT	498989.874	147258.780	1	IRON PIN SET
03+49.25	84.27 RT	498984.707	147202.541	-1	IRON PIN SET
03+54.75	42.19 LT	499027.715	147202.350	1	IRON PIN FOUND
03+47.25	4.78 LT	499052.855	147270.845	1	MAG NAIL SET
03+46.00	33.37 RT	499044.818	147263.968	1	IRON PIN SET
03+43.54	43.27 LT	499076.822	147282.771	2	IRON PIN FOUND
03+44.07	18.72 LT	499033.370	147305.387	1	IRON PIN FOUND
TOTAL CARRIED TO SHEET 3				8	

REV. BY	DATE	DESCRIPTION

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

SR 157-97 39 sheet 11 of 23



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

DESIGNER: MAG  
REVISION: HIGH 08-01-22  
PROJECT ID: 110122  
DATE: 17 1 23  
DRAWN BY: P.O  
DATE COMPLETED: 0



# Resolution

Number 23-0241

Adopted Date February 28, 2023

ENTER INTO AN EXCLUSIVE AND PERMANENT STANDARD PUBLIC HIGHWAY EASEMENT AGREEMENT WITH THE DEERFIELD TOWNSHIP BOARD OF TRUSTEES FOR A PORTION OF THE DEERFIELD TOWNSHIP FIRE DEPARTMENT COLUMBIA ROAD AND KINGS MILLS ROAD FRONTAGE FOR THE PLANNED FUTURE ROADWAY IMPROVEMENT/WIDENING PROJECT IN DEERFIELD TOWNSHIP

WHEREAS, the attached exclusive and permanent highway easement is situated along a portion of the Deerfield Township Fire Department road frontage located at 2095 Kings Mills Road, PID 16-18-200-008. Said easement is provided by the Board of Township Trustees of Deerfield Township, Warren County, Ohio for the planned Kings Mills Road and Columbia Road widening project; and

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

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

- Exclusive and Permanent Highway Easement – Exhibits A & B – 0.2660 acres, 0.2443 acres more or less of which is Present Road Occupied (Along Kings Mills Rd and Columbia Rd., along PID #16-18-200-008)

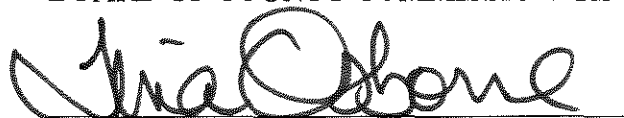
NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent highway easement agreement with the Board of Township Trustees of Deerfield Township, Warren County, Ohio. A copy of the said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Deerfield Township  
Engineer (file)  
Easement file  
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.L.N. #16-18-200-008 (Pt.)**

**ARTICLES OF AGREEMENT**

This Agreement is entered into the date stated below by The Board of Township Trustees of Deerfield Township, Warren County, Ohio (aka Deerfield Township Trustees), whose mailing address is 4900 Parkway Dr., Suite 150, Deerfield Township, Ohio 45040 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent standard highway easement for Columbia Road (Township Road #0015) and Kings Mills Road (County Road #0031), being a part of a public roadway and a planned future roadway improvement/widening project open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 22-0271, adopted February 22, 2022.

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

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

**See Exhibit "A" for 10-SH metes & bounds description.**

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

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

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



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

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

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

{The remainder of this page is intentionally left blank}

**GRANTOR:**

IN WITNESS WHEREOF, The Board of Township Trustees of Deerfield Township has caused its name to be subscribed by ERIC REINERS its duly authorized ADMINISTRATOR, and it duly authorized agent on the 8<sup>TH</sup> day of FEBRUARY, 2023

The Board of Township Trustees of Deerfield Township

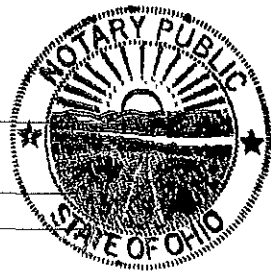
By: [Signature]  
Name of Signer: ERIC REINERS  
Title of Signer: ADMINISTRATOR

STATE OR COMMONWEALTH OF OHIO,  
COUNTY OF WARREN, ss.

On this 8<sup>th</sup> day of February, 2023, before me, the undersigned Notary Public, personally appeared Eric Reiners, Twp. Admin., who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

WITNESS my hand and official seal

[Signature]  
Notary Public  
Print Name: Ben Yoder  
My commission expires: N/A



BENJAMIN J. YODER, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.

**GRANTEE**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Sharon Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution No. 23-0241, dated 2-28-23

WARREN COUNTY BOARD OF  
COUNTY COMMISSIONERS

SIGNATURE: Sharon Jones

PRINTED NAME: Sharon Jones

TITLE: President

DATE: 2-28-23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 28 day of February, 2023 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Sharon Jones, whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Notary Public: Krystal Lynn Powell



KRYSTAL LYNN POWELL  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2021-RE-034986  
My Commission Expires July 16, 2026

Approved by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Bruce A. McGary

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

SR 157-97  
16-18D  
1-25-2023

Page 1 of 3

EXHIBIT A  
Parcel 10-SH  
Highway Easement

Situate in Section 18, Town 4, Range 2, in Deerfield Township, Warren County, State of Ohio, and being part of a 1.542 (total) acre tract of land as conveyed to DEERFIELD TOWNSHIP TRUSTEES by instrument as recorded in O.R. 408 P 784 of the Official Records of said county, and being more particularly bounded and described, with Stations and offsets referenced to the centerline of Kings Mills Road as shown on the "Kings Mills Road (CR31)/Kings Island Drive Centerline Plat" as recorded in Plat Book 106 Pages 87 & 88 of the Warren County Plat Records, as follows:

Beginning for reference at mag nail set at the northeast corner of said 1.542 acre tract, the northwest corner of a 19.7243 acre tract of land as conveyed to KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, by instrument as recorded in OR 326, Page 800 of the Official Records of said county, and at the intersection of the existing centerline of right of way for Kings Mills Road (85'), and Columbia Road (60'), 5.00 feet right of centerline Station 612+10.73, said mag nail being the TRUE POINT OF BEGINNING;

PARCEL 10-SH

Thence with the east line of said tract and said existing centerline of right of way of Columbia Road South 31° 22' 50" West 86.77 feet to a MAG nail set 84.17 feet right of centerline Station 611+75.22;

Thence North 58° 39' 25" West 46.91 feet to an iron pin set in the new south right of way line of Kings Mills Road and in the existing west right of way line of Columbia Road, 65.00 feet right of centerline Station 611+32.41;

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

1. North 49° 38' 36" West 38.55 feet to an iron pin set 43.93 feet right of centerline Station 611+00.13;
2. North 78° 46' 20" West 50.25 feet to an iron pin set 40.42 feet right of centerline Station 610+50.00;
3. North 69° 56' 11" West 15.38 feet to an iron pin set 37.00 feet right of centerline Station 610+35.00;

EXHIBIT A  
Parcel 10-SH  
Highway Easement

4. North  $82^{\circ} 46' 35''$  West 99.27 feet to an iron pin set in the west line of said tract, being the east line of a 33.541 acre tract as conveyed to BSMH Fairfield, LLC by instrument as recorded in D.N. 2021-048658, 37.00 feet right of centerline Station 609+35.73;

Thence with said lines North  $12^{\circ} 05' 30''$  East 32.87 feet to a MAG nail set at the northwest corner of said 1.542 acre tract and the northeast corner of said 33.541 acre tract, in said existing centerline of right of way of Kings Mills Road, 4.25 feet right of centerline Station 609+38.52, reference a magnetic reading bearing South  $67^{\circ} 54' 44''$  West  $0.17'$ ;

Thence with the north line of said 1.542 acre tract and said centerline of Kings Mills Road South  $82^{\circ} 37' 10''$  East 272.21 feet to the TRUE POINT OF BEGINNING, containing 0.2660 acres (11586 SF), more or less, and subject to all legal easements and restrictions of record.

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

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

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

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

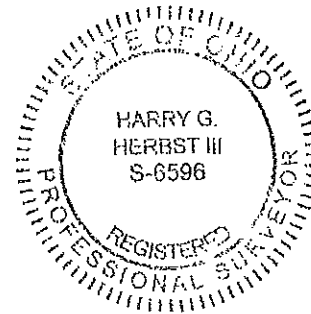
Grantor claims title through instrument of record in O.R. 408 P 784, Warren County Recorder's Office.

EXHIBIT A  
Parcel 10-SH  
Highway Easement

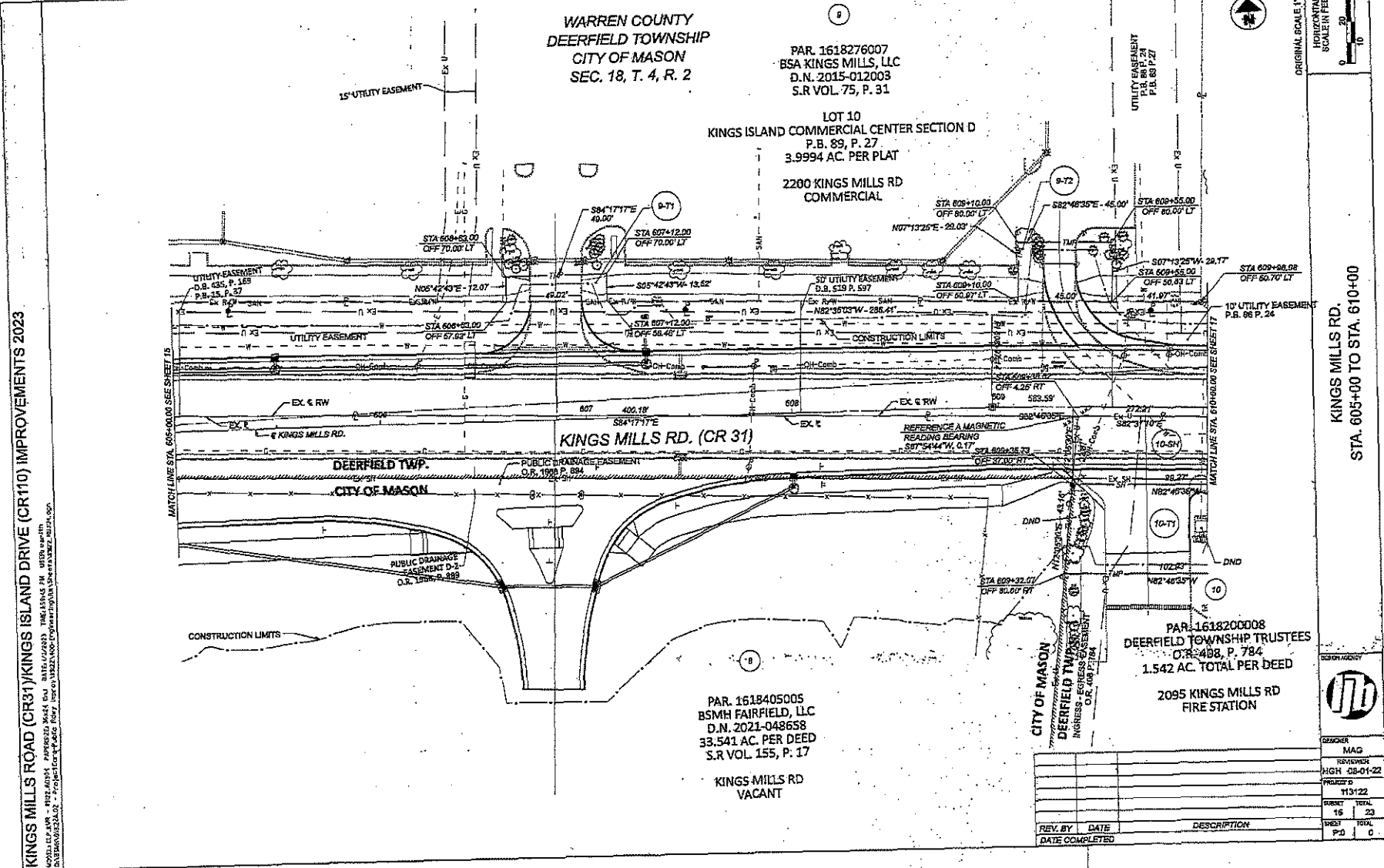
0.2660 acres of the above described area is contained within Warren County Auditor's Parcel Number 16-18-200-008, of which the present road right of way occupies 0.2443 acres, more or less.

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

Prepared by  
LJB Inc.



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



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

PAR. 1618276007  
BSA KINGS MILLS, LLC  
D.N. 2015-012003  
S.R VOL. 75, P. 31

LOT 10  
KINGS ISLAND COMMERCIAL CENTER SECTION D  
P.B. 89, P. 27  
3.9994 AC. PER PLAT  
2200 KINGS MILLS RD  
COMMERCIAL

KINGS MILLS RD. (CR 31)

DEERFIELD TWP.  
CITY OF MASON

PAR. 1618200008  
DEERFIELD TOWNSHIP TRUSTEES  
O.R. 488, P. 784  
1.542 AC. TOTAL PER DEED  
2095 KINGS MILLS RD  
FIRE STATION

PAR. 1618405005  
BSMH FAIRFIELD, LLC  
D.N. 2021-048658  
33.541 AC. PER DEED  
S.R VOL 155, P. 17  
KINGS MILLS RD  
VACANT

KINGS MILLS RD.  
STA. 605+00 TO STA. 610+00

KINGS MILLS ROAD (CR31)/KINGS ISLAND DRIVE (CR110) IMPROVEMENTS 2023  
 MODEL FILE NAME - PROJECT 2023\_0415 - DATE: 04/20/23 TIME: 10:48 AM BY: JACOB W. BARNETT  
 DATE: 04/20/23 PROJECT: 2023\_0415 - PROJECT: 2023\_0415 - PROJECT: 2023\_0415

REV. BY	DATE	DESCRIPTION

Exhibit B

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

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

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

KINGS MILLS RD  
VACANT

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

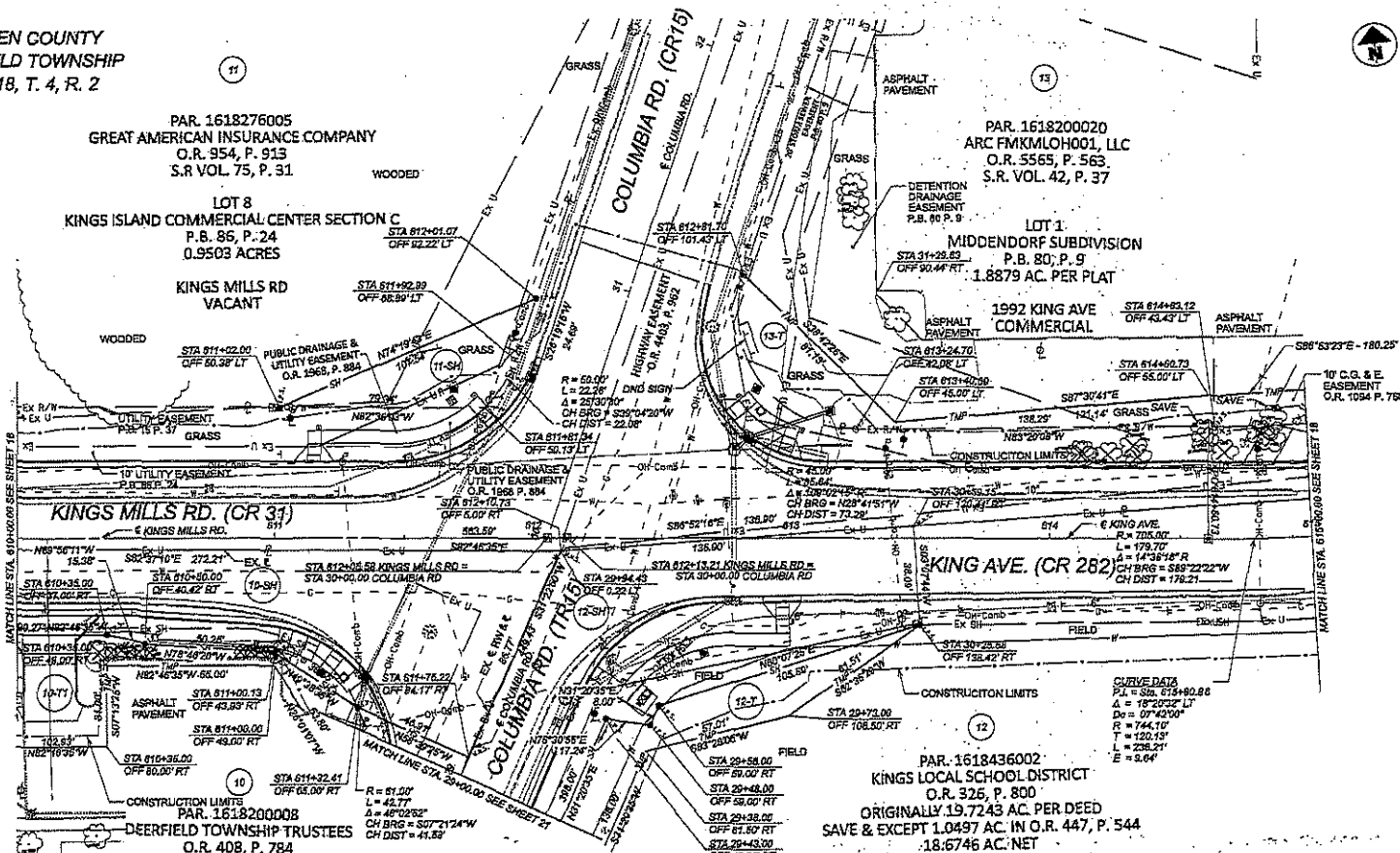
LOT 1  
MIDDENDORF SUBDIVISION  
P.B. 80, P. 9  
1.8879 AC. PER PLAT

1992 KING AVE  
COMMERCIAL

PAR. 1618436002  
KINGS LOCAL SCHOOL DISTRICT  
O.R. 325, P. 800  
ORIGINALLY 19.7243 AC. PER DEED  
SAVE & EXCEPT 1.0497 AC. IN O.R. 447, P. 544  
.18,6746 AC. NET  
S.R. VOL. 108, P. 80

2095 KINGS MILLS RD  
FIRE STATION

5500 COLUMBIA RD  
SCHOOL

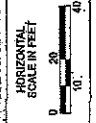


MONUMENT TABLE

STATION	OFFSET	NORTH (Y)	EAST (X)	R/W MON.	DESCRIPTION
62+28.71	89.89' RE	498954.886	1472382.987	1	IRON PIN SET
62+45.21	71.57' RE	498980.674	1472385.790	1	IRON PIN SET
62+48.08	64.27' RE	498996.707	1472382.943	-1	IRON PIN SET
63+04.72	42.10' LS	499002.735	1472381.350	-1	IRON PIN FOUND
63+47.28	4.78' LS	499050.858	1472381.045	-1	MARK NAIL SET
63+58.00	83.22' RE	499121.818	1472385.456	1	IRON PIN SET
64+03.14	45.62' LT	499176.622	1472383.701	1	IRON PIN FOUND
64+48.07	18.72' LT	499203.395	1472385.367	1	IRON PIN FOUND
TOTAL CARRIED TO SHEET 3				8	

CURVE DATA  
 PA = 30.0  
 Δ = 18°20'22" LT  
 De = 07'42"00"  
 P = 744.10'  
 T = 122.15'  
 L = 238.21'  
 E = 5.04'

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



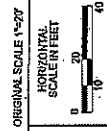
KINGS MILLS RD. AND KING AVE.  
STA. 610+00 TO STA. 615+00

DESIGNER: MAS  
 REVIEWER: HGH 08-01-22  
 PROJECT #: 119122  
 SHEET TOTAL: 17 / 23  
 SHEET NO.: P.0

REV. BY	DATE	DESCRIPTION

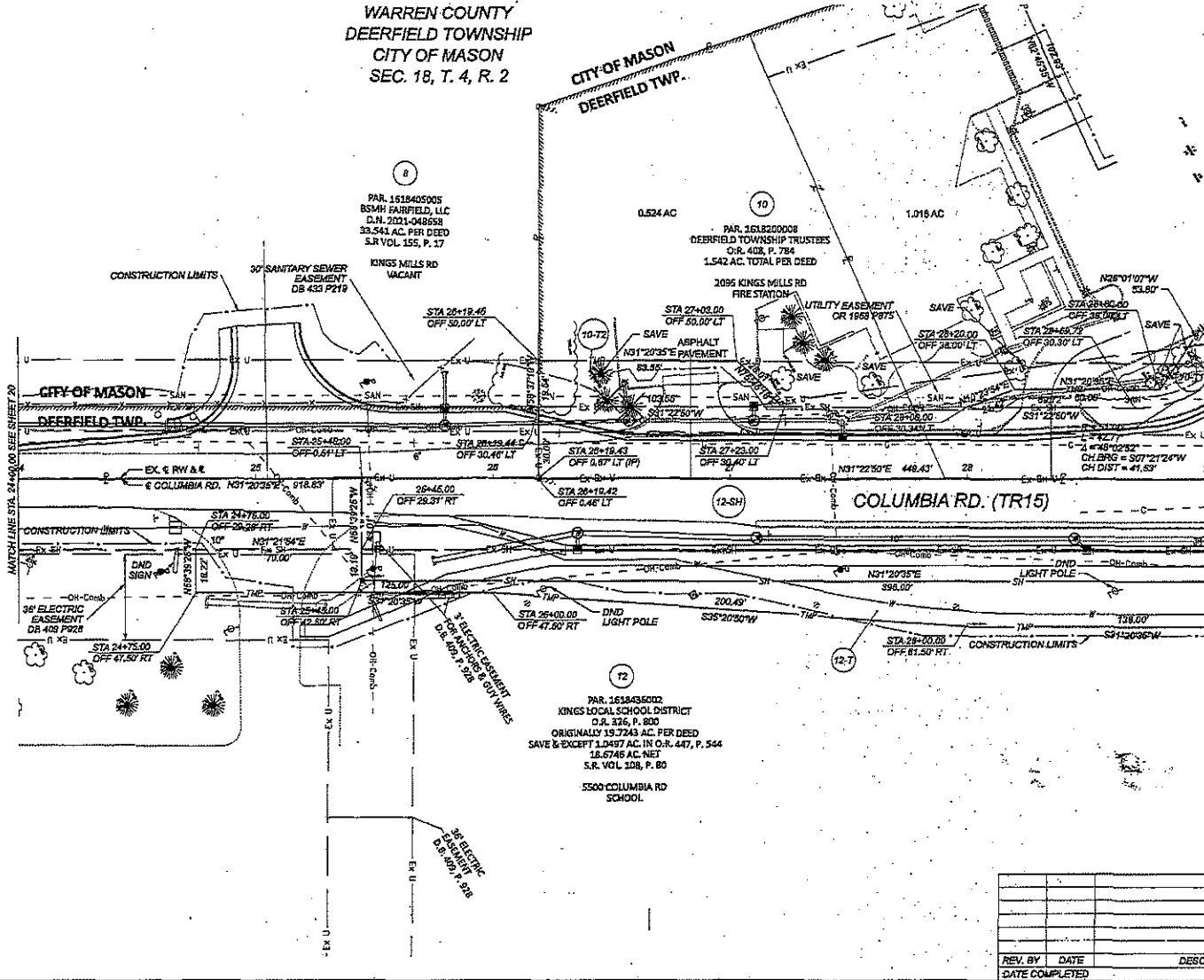


WARREN COUNTY  
DEERFIELD TOWNSHIP  
CITY OF MASON  
SEC. 18, T. 4, R. 2



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

MODEL Dwg 004 - 10/13/2023 8:58:56 AM  
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C:\WORKSPACE\2023\10\13\2023\10-13-23\10-13-23.dwg



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



DESIGNER	MAG
REVIEWER	
DATE	08-01-22
PROJECT NO.	119122
SHEET NO.	21
TOTAL SHEETS	23
DATE COMPLETED	

REV. BY	DATE	DESCRIPTION

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0242

Adopted Date February 28, 2023

AUTHORIZE REQUEST FOR PROPOSALS FOR FY21 VILLAGE OF PLEASANT PLAIN  
PLAYGROUND CDBG PROJECT

BE IT RESOLVED, to advertise for Request for Proposals for the FY21 Village of Pleasant Plain  
Playground CDBG Project for the Warren County Office of Grants Administration; and

BE IT FURTHER RESOLVED, to advertise said Request for Proposals for one (1) week in a  
newspaper of general circulation and for two consecutive weeks on the County website, beginning  
the week of March 12, 2023; with proposals due March 31, 2023 @ 4:00 p.m.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: OGA (file)  
OMB Bid file

# Resolution

Number 23-0243

Adopted Date February 28, 2023

## ADVERTISE FOR BIDS FOR THE 2023 RESURFACING PROJECT

BE IT RESOLVED, to advertise for bids for the 2023 Resurfacing Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of March 5, 2023; bid opening to be March 23, 2023 @ 9:00 a.m.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 23-0244

Adopted Date February 28, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO BRUMBAUGH CONSTRUCTION FOR THE HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT (WAR-CR 80-0.19)

WHEREAS, bids were closed at 9:30 a.m., on February 21, 2023, and the bids received were opened and read aloud for the Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80-0.19), and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Roy Henson, Bridge Engineer, Brumbaugh Construction has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Project Engineer, that it is the intent of this Board to award the contract to Brumbaugh Construction, 3520 State Route 49, Arcanum, Ohio 45304 for a total bid price of \$447,338.00; and

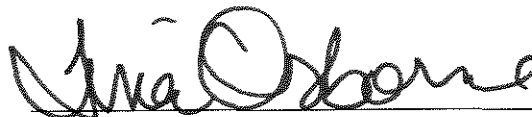
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 23-0245

Adopted Date February 28, 2023

ENTER INTO CONTRACT WITH MAINTSTAR, INC. FOR THE PURCHASE OF AN ASSET AND WORK ORDER MANAGEMENT SOFTWARE SYSTEM FOR THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, with the adoption of Resolution 22-1084 on July 19, 2022, the Warren County Board of County Commissioners approved the issuance of a request for proposals to interested firms for the Purchase of Asset and Work Order Management Software; and

WHEREAS, this Board on January 3, 2023, through Resolution 23-0012, directed the Water and Sewer Department to enter into negotiations with MaintStar, Inc., the best valued firm; and

NOW THEREFORE BE IT RESOLVED, to enter into a contract with MaintStar, Inc. for the purchase of an asset and work order management software system, subject to the following conditions.

1. The scope of services shall be as stipulated in the attached "Statement of Work for Warren County Water and Sewer Department – Enterprise Asset Management" and the attachment thereto, attached hereto and made part hereof.
2. Compensations shall be in accordance with the provisions of the "Exhibit A".

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – MaintStar, Inc.  
Water/Sewer (file)  
Bid file

2



STATEMENT OF WORK FOR  
WARREN COUNTY WATER &  
SEWER DEPARTMENT

ENTERPRISE ASSET  
MANAGEMENT

FEBRUARY 10, 2023

Prepared by: Eric Sabato



800 • 255 • 5678 phone  
949 • 458 • 7626 fax  
eric@maintstar.com

# STATEMENT OF WORK FOR WARREN COUNTY

FEBRUARY 10, 2023

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## Contents

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# STATEMENT OF WORK FOR WARREN COUNTY

FEBRUARY 10, 2023

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## PROJECT INTRODUCTION

### Executive Summary

This Statement of Work (SOW) defines the tasks and deliverables required of MaintStar for the installation, configuration, integration and maintenance and support of the MaintStar version 15 Enterprise Asset Management System for the Warren County Water and Sewer Department. Working in a partnership with county staff, this project will consist of the following:

- Analysis of existing asset management sources, which include paper and electronic forms, spreadsheets, and GIS data
- Conversion of Assets, Work Order History and appropriate Setup Tables from existing data sources to MaintStar Version 15
- Setup and Implementation of appropriate Water and Sewer modules
- Setup of MaintStar Mobile Work Order
- GIS Analysis, Setup, and Implementation
- Dedicated Project Manager
- 5 Days on site training and configuration
- Hosting, Licensing and Support

## PROJECT PLANNING AND MANAGEMENT

MaintStar will provide to the County a fully dedicated project manager and a professional implementation team. In consideration of technology requirements, project timelines and staff availability, a project plan will be developed which will consist of the following:

- Kick Off Meeting
  - Project team introductions
  - Timelines and Deliverables
  - Meeting intervals
- Infrastructure Preparation
  - Provision Server(s) and instance(s) in AWS environment
  - Configure licensing, report server, email, attachments, settings, and default modules
  - Setup Work Request and Portal
- Requirements and Business Process Analysis
  - Interviews and requirements documentation



# STATEMENT OF WORK FOR WARREN COUNTY

FEBRUARY 10, 2023

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- Review of existing system and operational processes and procedures (As-Is)
- Analysis and documentation of process improvement opportunities (To-Be)
- Data Analysis and Conversion
  - Obtain legacy data sources
  - Conduct database mapping and run test import of work orders and assets
  - Data validation against legacy records
- Modules Provided, Implementation and Configuration
  - Workgroup setup
  - GIS integration of existing and new layers
  - Asset import (both GIS and non-GIS assets)
  - User and Trades and Setup Tables
  - Security Group creation
  - Work Order and Request customization
  - Preventative Maintenance
  - Inventory Configuration
  - Asset Criticality Configuration
  - Labor, Equipment and Materials
  - Reports and Queries
  - Mobile Work Order customization
  - Mobile Work Order functionalities
- User Acceptance Testing
- Milestone Sign Off
- Go Live and Post Go Live Support

## Shared Responsibilities

Throughout the project, MaintStar will provide dedicated and professional staff to ensure project success. It is requested that Warren County provide primary and backup staff with sufficient available time and technical proficiency. All team members will be introduced, and roles explained during the initial project kickoff meeting.

In addition to staff member availability, it is also requested that MaintStar be provided all appropriate access to existing databases, applications, and available resources to successfully facilitate database conversion.

# STATEMENT OF WORK FOR WARREN COUNTY

FEBRUARY 10, 2023

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## MaintStar Staff Resources

- Primary Project Manager - 120 hours
- Secondary Project Manager – 20 hours
- Business Analyst – 80 hours
- Front End Developer – 80 hours
- GIS Engineer – 40 hours
- Data Conversion Engineer – 100 hours
- Back End Database Administrator – 50 hours
- Reports and Query Expert – 50 hours
- On Site Training – 40 hours

Total Estimated Hours: 580 Hours

## Warren County Staff Resources

Throughout the project, the following County staff resources may be required. All efforts will be made to coordinate project phases with County resources to make optimal use of resources. The chart below provides a list of typical resources and time expectations.

- Primary Project Manager – 60 hours
- Secondary Project Manager – 10 hours
- Decision Maker (Project Champion) – 10 hours
- IT Manager – 10 hours
- Database Analyst – 20 hours
- GIS Engineer – 20 hours
- Functional Area Supervisors – 30 hours
- Business Analysts – 20 hours
- Application End User Testing and Training – 100 hours

Total Estimated Hours: 280 Hours

## Requirements Review and Confirmation

The specified requirements will be reviewed, confirmed, and finalized and will be conducted with MaintStar and designated key members of the Warren County Project Team, especially business subject matter experts. Additional requirements identified beyond those previously specified in this SOW will be analyzed and documented. Additional requirements will be discussed to determine

# STATEMENT OF WORK FOR WARREN COUNTY

FEBRUARY 10, 2023

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feasibility of inclusion into the project, either in or out of scope. Customizations and modules outside the scope of this document are subject to a change order process.

## ESTIMATED DURATION: 3 Months

The above estimations are made with the assumption that Warren County staff are reasonably available to work with MaintStar. To facilitate timely completion of the project, the County will endeavor to provide access to existing databases and systems, conversion testing, end user acceptance, requirements for reports and milestone acknowledgement.

## Meetings and Updates

Regularly scheduled meetings are critical to ensure two-way communication, expectation management and project milestones are achieved. MaintStar recommends twice weekly scheduled meetings to discuss actions, issues, and other project related items. At a minimum, project managers and technical leads should be available for these meetings.

## Training Plan

During the implementation, 5 days of onsite and (optional) online training will be provided to ensure staff are sufficiently trained in customizations, asset management, work order entry and completion, report generation and other agreed upon requirements. To ensure appropriate resources are available, MaintStar requests as much notice as possible when scheduling any training. The training plan will be developed and provided to ensure training is tailored to the staff in attendance.

## PROJECT COSTS AND FEES

The estimated professional fees are based on the resource requirements forecast at the time of the quotes and are subject to change because of changes in the project schedule, scope, or resource requirements for given tasks/activities.

## Billing Schedule

- 50% due at project start
- 50% due at Go Live
- Optional licensing, training, and services due after services rendered

# STATEMENT OF WORK FOR WARREN COUNTY

JANUARY 23, 2023

## ACCEPTANCE

Warren County  
Customer Company Name

Maint Star  
Service Provider Name

Shannon Jones  
Full Name

Eric Sabato  
Full Name

President  
Title

VP of Sales  
Title

x Shannon Jones  
Signature

[Signature]  
Signature

2.28.23  
Date

2/10/23  
Date

APPROVED AS TO FORM

[Signature]  
Adam M. Nice  
Asst. Prosecuting Attorney

## EAMS HOSTING AGREEMENT

1.	<u>Parties</u>	<b>MAINTSTAR</b> <u>MaintStar, Inc.</u> 28 Hammond, Unit D Irvine, California 92618 Attention: Contracts P: (949) 458-7560 F: (949) 458-7626 e-mail: sales@maintstar.com	<b>CUSTOMER OR AGENCY</b> Warren County Water & Sewer Department 406 Justice Drive Lebanon, OH 45036 P: (513) 695-1645 F: (513) 695-2995 e-mail: Kathryn.Gilbert@co.warren.oh.us
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This Hosting Agreement ("HA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

- 2.1 Term Provided that Customer signs and returns this HA to MaintStar no later than \_\_\_\_\_ this HA is effective as of the date of Customer's signature and will continue for a period of five (5) years hereinafter referred to as the initial term. Customer may elect to continue these hosting services for an additional annual term by paying to MaintStar the fees associated with said additional term when these are due. Such fees will be calculated as the prior term's annual fees plus an increase of 7.5 percent (%).
- 2.2 Termination Either party may terminate if the other party materially breaches this HA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this HA, all rights granted to Customer are canceled and revert to MaintStar. After the initial term, Customer may terminate this agreement for convenience after providing MaintStar 90 days advanced written notice, Customer shall compensation MaintStar for any services rendered prior to termination.

3. Hosting Services

- 3.1 Scope of Hosting Services MaintStar will provide the hosting services described in this Section and in Exhibit A for the following software products ("Hosted Applications"):  
MaintStar EAMS Enterprise Software
- 3.2 System Administration and Security The Hosted Applications will be hosted by MaintStar on MaintStar - leased equipment at a physically-secure commercial third-party hosting facilities. MaintStar will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. MaintStar will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.
- 3.3 Infrastructure Availability MaintStar will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Hosted Applications unavailability due to planned maintenance (other than during MaintStar's standard maintenance window between the hours of 11:00 PM [23:00] Thursday and 1:00 AM [1:00] Friday Pacific time); MaintStar will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which must be applied on a more urgent basis. MaintStar will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, MaintStar warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, MaintStar will provide a credit to Customer's account as liquidated damages calculated pursuant to Subsection 3.5 below, provided that the substandard availability is identified by Customer in writing or by e-mail to MaintStar and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional MaintStar products and/or services, but will not be refunded to Customer.

- 3.4 **Warranty** MaintStar will commence and complete the obligations described in this HA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of MaintStar’s industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, Customer’s exclusive remedy will be damages in an amount equal to the total of hosting fees paid to MaintStar for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.
- 3.5 **System Availability and Performance** The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as  $U=O/(M-P)*100$ , where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

Monthly Uptime	Credit
Greater than or equal to 99.9%	None
Less than 99.9% but greater than or equal to 99.0%	15% of pro-rated monthly hosting
Less than 99.0% but greater than or equal to 98.0%	35% of pro-rated monthly hosting
Less than 98.0%	100% of pro-rated monthly hosting

4. **Customer Property**

Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to MaintStar. Customer retains full ownership of its data and grants to MaintStar a limited, nonexclusive, nontransferable license to use said data only to perform MaintStar’s obligations in accordance with the terms and conditions of this HA. Throughout the term of this HA, upon the request of Customer, MaintStar will provide Customer with:

- (i) a copy of its data in an SQL database dump file, not more than once per calendar quarter,
- (ii) an EAMS (asset management data) assets conversion upload, not more than twice per annual term, and
- (iii) a Crystal Report placement, not more than two (2) times per annual term.

Within thirty (30) calendar days following termination or expiration of this HA, Customer may request that MaintStar provide a complete copy of Customer’s data, as such may be updated or modified by Customer’s use of the Hosted Applications, to Customer in a machine-readable format. MaintStar will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at MaintStar’s then-current time-and-materials rates; and b) pays all unpaid amounts due to MaintStar. If Customer elects to transition to another hosting option, including self-hosting or hosting by third parties, MaintStar will assist Customer during such transition to ensure uninterrupted access to Customer’s data and the Hosted Applications, provided that Customer pays all costs of and associated with such services, as calculated at then current hosting and/or time-and-materials rates, as applicable.

5. **Compensation**

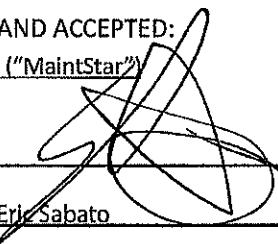
- 5.1 **Hosting Fee** in exchange for the Hosting Services described herein above, Customer will pay to MaintStar a hosting fee included in the annual recurring fee per Exhibit A.
- 5.2 **Payment Terms** Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on MaintStar’s income. If Customer is exempt from certain taxes, Customer will provide MaintStar with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described herein. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

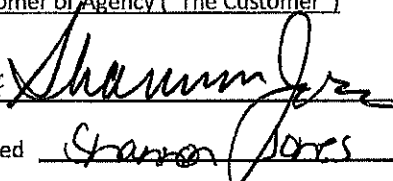
## 6. Confidentiality


- 6.1 Definitions “Disclosing Party” and “Recipient” refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. “Confidential Information” means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as “Confidential” or “Proprietary” will be deemed and treated as Confidential Information. Information which qualifies as “Confidential Information” may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such Information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not “Confidential Information” within the meaning of this Section:
- a) information which is in Recipient’s possession prior to disclosure by Disclosing Party;
  - b) information which is available to Recipient from a third party without violation of this HA or Disclosing Party’s intellectual property rights;
  - c) information disclosed pursuant to Subsection 6.4 below;
  - d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
  - e) information which is subpoenaed by governmental or judicial authority;
  - f) information subject to disclosure pursuant to a state’s public records laws.
- 6.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this HA (“Confidentiality Term”).
- 6.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party’s advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.
- 6.4 Confidentiality Obligations During the term of this HA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer’s identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer’s express endorsement of MaintStar’s products or services without Customer’s prior written authorization.

7. Other Terms and Conditions

- 7.1 Limitation of Liability MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.
- 7.2 Force Majeure MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.
- 7.3 Dispute Resolution This HA is governed by the laws of the State of Ohio. Any controversy or claim arising out of or relating to this HA, or the breach thereof, will be settled by litigation unless the parties mutually agree to mediation. The venue for any legal disputes shall be Warren County, Ohio.
- 7.4 Survival The following provisions will survive the termination or expiration of this HA: Section 3.4, as to limitation of remedy; Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof with the exception of Subsection 6.4; and Section 7 and all subsections thereof with the exception of Subsection 7.2.
- 7.5 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 7.6 Severability and Amendment If any particular provision of this HA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this HA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this HA will be effective unless it is described in writing and signed by the Parties.

AGREED AND ACCEPTED:  
MaintStar ("MaintStar")  
 By   
 Printed Eric Sabato  
 Title Vice President of Sales  
 Date January 20, 2023

Customer or Agency ("The Customer")  
 By   
 Printed Sharon Jones  
 Title President  
 Date 2-28-23

APPROVED AS TO FORM  
  
 Adam M. Nice  
 Asst. Prosecuting Attorney



## PERPETUAL ENTERPRISE EAMS LICENSE AGREEMENT

<p>1. <u>Parties</u></p>	<p><b>MAINTSTAR</b>  <u>MaintStar, Inc.</u>          28 Hammond, Unit D          Irvine, California 92618          Attention: Contracts          P: (949) 458-7560          F: (949) 458-7626          e-mail: sales@maintstar.com</p>	<p><b>CUSTOMER OR AGENCY</b>          Warren County          Water &amp; Sewer Department          406 Justice Drive          Lebanon, OH 45036          P: (513) 695-1645          F: (513) 695-2995          e-mail: Kathryn.Gilbert@co.warren.oh.us</p>
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This License Agreement (“LA”) is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

### 2. Term and Termination

- 2.1 Term Provided that Customer signs and returns this LA to MaintStar no later than \_\_\_\_\_ this LA is effective as of the date of Customer’s signature (“Effective Date”) and will continue until terminated as provided herein.
- 2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to MaintStar. Customer may terminate this Agreement for convenience by providing MaintStar 90 days advanced written notice. Customer shall be responsible for any services rendered prior to the termination date.

### 3. Intellectual Property License

- 3.1 License The software products (“Software”) listed below are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:  
MaintStar EAMS Enterprise Software
- 3.1.1 The Software is provided for use only by Customer or Agency employees, contractors or applicants.
- 3.1.2 Customer may not make any form of derivative work from the Software, although Customer is permitted to customize, develop additional or alternative functionality for the Software using tools and/or techniques enabled by the software or licensed to Customer by MaintStar.
- 3.1.3 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 3.1.4 Customer is liable to MaintStar for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer’s possession or control.
- 3.1.5 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.
- 3.1.6 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.
- 3.1.7 All rights not expressly granted to Customer are retained by MaintStar.

#### 4. License Warranties

- 4.1 MaintStar warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, MaintStar may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. MaintStar will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.
- 4.2 MaintStar has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by MaintStar. MaintStar provides no warranty whatsoever for any third-party hardware or software products.
- 4.3 Except as expressly set forth herein, MaintStar disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

#### 5. Compensation

- 5.1 License Fees In exchange for the Software described hereinabove, Customer will pay to MaintStar the amounts indicated in Exhibit A.
- 5.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on MaintStar's income. If Customer is exempt from certain taxes, Customer will provide MaintStar with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

#### 6. Confidentiality

- 6.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:
- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
  - b) information which is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;
  - c) information disclosed pursuant to Subsection 6.4 below;
  - d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
  - e) information which is subpoenaed by governmental or judicial authority;

- f) information subject to disclosure pursuant to a state's public records laws.
- 6.2 **Confidentiality Terms** The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").
- 6.3 **Confidentiality Obligations** During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.
- 6.4 **Publicity** During the term of this LA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer.

These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

## 7. **Other Terms and Conditions**

- 7.1 **Dispute Resolution** This LA is governed by the laws of the State of Ohio. Any controversy or claim arising out of or relating to this LA, or the breach thereof, will be settled by litigation unless the parties mutually agree to mediation. The venue for any legal disputes shall be Warren County, Ohio.
- 7.2 **Removal and Destruction of Software** Within ten (10) business days following termination of this LA by either Party, Customer will remove all copies of the Software from those computer systems which it owns or controls and will destroy all media which contain copies of the Software or portions thereof. Customer will certify said removal and destruction to MaintStar within fifteen (15) business days following termination of this LA.
- 7.3 **Assignment** MaintStar may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. MaintStar may subcontract with qualified third parties to provide portions of the Maintenance Services described herein above.
- 7.4 **Survival** The following provisions will survive the termination or expiration of this LA: Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof; and Section 7, and all subsections thereof.
- 7.5 **Alternate Terms Disclaimed** The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

7.6 **Severability and Amendment** If any particular provision of this LA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LA will be effective unless it is described in writing and signed by the Parties

AGREED AND ACCEPTED:

MaintStar ("MaintStar")

By  \_\_\_\_\_

Printed Eric Sabato

Title Vice President of Sales

Date February 10, 2023

Customer or Agency ("The Customer")

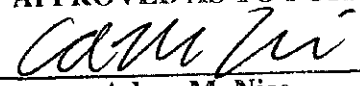
By  \_\_\_\_\_

Printed Shawn Jones

Title President

Date 2.28.23

APPROVED AS TO FORM

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

## SUPPORT AND MAINTENANCE AGREEMENT

1. <u>Parties</u>	<b>MAINTSTAR</b>  <u>MaintStar, Inc.</u> 28 Hammond, Unit D Irvine, California 92618 Attention: Contracts P: (949) 458-7560 F: (949) 458-7626 e-Mail: sales@maintstar.com	<b>CUSTOMER OR AGENCY</b>  Warren County Water & Sewer Department 406 Justice Drive Lebanon, OH 45036 . P: (513) 695-1645 F: (513) 695-2995 e-mail: Kathryn.Gilbert@co.warren.oh.us
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This Maintenance Agreement (“MA”) is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

### 2. Term and Termination

2.1 Term Provided that Customer signs and returns this MA to MaintStar no later than is effective as of the date of Customer’s signature and will continue for a period of years. Customer may elect to continue its maintenance coverage for additional annual terms by paying to MaintStar the fees associated with such terms when these are due; said fees will not increase by more than ten percent (10%) from the maintenance fees for the preceding term. Should Customer fail to renew its maintenance coverage or pay the applicable fees, MaintStar reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

2.2 Termination Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this MA, all rights granted to Customer are cancelled and revert to MaintStar.

### 3. Scope of Maintenance

#### 3.1 Maintenance Services

3.1.1 Telephone Support MaintStar will provide Customer with a telephone number to contact MaintStar Customer Support, MaintStar’s live technical support facility, which is available from 6:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding MaintStar’s observed holidays (listed below):

1. New Years Day
2. Martin Luther King Jr. Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving
8. Day After Thanksgiving
9. Christmas

- 3.1.2 **Email Support** MaintStar will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which MaintStar will address during its regular business hours. Emergency level requests outside of normal service hours customers may contact their Dedicated Support Engineer via email or cellphone text message.
- 3.1.3 **Online Support** MaintStar will provide Customer with access to an online service support ticketing system. The system is continuously available and will provide regular updates to service requests.
- 3.1.4 **Remote Support** When required to properly resolve a maintenance request, MaintStar will provide remote assistance to Customer via a web conferencing environment or another mutually-acceptable remote communications method.
- 3.1.5 **Onsite Support** If Customer does not wish for MaintStar to resolve its maintenance requests remotely, MaintStar will provide on-site assistance to Customer at MaintStar's then-current time-and- materials rates. In addition to these charges, Customer will compensate MaintStar for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.
- 3.1.6 **Software Updates** Software Updates MaintStar will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by MaintStar. Software updates will be made available to Customer for evaluation prior to production deployment. Production deployment will be scheduled in advance with the customer.

3.2 **Maintenance Limitations** Generally, the following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:

- a) Services required due to misuse of the MaintStar-maintained software products.
- b) Services required due to software corrections, integrations, customizations, or modifications not developed or authorized by MaintStar.
- c) Non-emergency services required by Customer to be performed by MaintStar outside of MaintStar's usual working hours.
- d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by MaintStar.
- e) Services required due to the operation of third-party interfaces between the MaintStar-maintained software products and other third-party software products or systems, even where such interfaces were provided or implemented by MaintStar but are a result of version changes to the third-party software product or configuration.
- f) Services required to resolve or work-around conditions which cannot be reproduced in MaintStar's support environment.
- g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the MaintStar maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments.
- h) Services requested by Customer to implement integrations in customer licensed software not provided by MaintStar pursuant to this MA

#### 4. Legacy Releases

MaintStar will provide maintenance support for the Land Management System and Enterprise Asset Management System, including all major and minor releases deployed following deployment. Previous MaintStar products are considered Legacy Releases.

MaintStar provides support on Legacy Releases based on the information available from the last release version and date. MaintStar will not include services requiring additional research, engineering-level support, or programming under this MA. MaintStar will provide research, engineering-level support, and programming at the company's prevailing hourly rates.

#### 5. Warranty

MaintStar will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of MaintStar's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, the Customer's exclusive remedy will be damages in an amount equal to the total maintenance fees paid to MaintStar for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding the Customer's maintenance request.

#### 6. Confidentiality

6.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
- b) information which is available to Recipient from a third party without violation of this MA or Disclosing Party's intellectual property rights;
- c) information disclosed pursuant to Subsection 6.4 below;
- d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- e) information which is subpoenaed by governmental or judicial authority;
- f) information subject to disclosure pursuant to a state's public records laws.

6.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this MA ("Confidentiality Term").

- 6.3 **Confidentiality Obligations** During the term of this MA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.
- 6.4 **Publicity** During the term of this MA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

## 7. **Other Terms and Conditions**

- 7.1 **Limitation of Liability** MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.
- 7.2 **Force Majeure** MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.
- 7.3 **Dispute Resolution** This MA is governed by the laws of the State of Ohio. Any controversy or claim arising out of or relating to this MA, or the breach thereof, will be settled by litigation unless the parties mutually agree to mediation. The venue for any legal disputes shall be Warren County, Ohio.
- 7.4 **Survival** The following provisions will survive the termination or expiration of this MA: Section 3.4, as to limitation of remedy; Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof with the exception of Subsection 6.4; and Section 7 and all subsections thereof with the exception of Subsection 7.2.
- 7.5 **Alternate Terms Disclaimed** The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.



7.6 Severability and Amendment If any particular provision of this MA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this MA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this MA will be effective unless it is described in writing and signed by the Parties.

AGREED AND ACCEPTED:

MaIntStar ("MaIntStar")

By 

Printed Eric Sabato

Title Vice President of Sales

Date January 20, 2023

Customer or Agency ("The Customer")

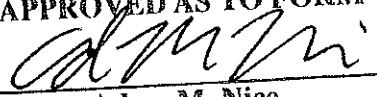
By 

Printed Shannon Jones

Title President

Date 2-28-23

**APPROVED AS TO FORM**



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

**EXHIBIT A**  
**Warren County Water and Sewer Department – OH**

<b>MaintStar Software Licensing</b>				
<u>Line Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	EAMS Enterprise Site Software License Fee Enterprise Asset Management System Work Request and Work Order Management Report Writer and Query Engine Unlimited Users Public Web Portal	\$ 45,000.00	\$ 45,000.00
		<b>TOTAL LICENSING</b>		<b>\$ 45,000.00</b>

<b>MaintStar Professional Services</b>				
<u>Line Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	Project Management	No Charge	No Charge
2	1	Configuration and Implementation	\$ 30,000.00	\$ 30,000.00
3	1	Data Extract, Transform, Load (ETL)	No Charge	No Charge
4	1	On-Site Training/Go Live Assistance – 5 Days	\$ 14,500.00	\$ 14,500.00
		<b>TOTAL PROFESSIONAL SERVICES</b>		<b>\$ 44,500.00</b>

<b>MaintStar Engineering Services</b>				
<u>Line Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	ESRI – ArcGIS GIS Integration - Standard	\$ 0.00	\$ 0.00
2	1	Microsoft Exchange365 Integrations - Standard	\$ 0.00	\$ 0.00
3	1	Tyler Technologies or NorthStar Utilities Bi-Directional Billing Integration*	\$ 15,000.00	\$ 15,000.00
		<b>TOTAL PROFESSIONAL SERVICES</b>		<b>\$ 15,000.00</b>

\*Any fees from third parties for professional services are not included.

<b>MaintStar First Year Total Summary</b>				
<u>Line Item</u>	<u>Qty.</u>	<u>Description</u>		<u>Ext. Price</u>
		<b>TOTAL FIRST YEAR COSTS – MAINTSTAR EAMS</b>		<b>\$ 104,500.00</b>

EXHIBIT A  
Warren County Water and Sewer Department – OH

<b>MaintStar Single Annual Recurring Support Services Fee - EAMS</b>				
<u>Line Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	1	Year 1 Annual Recurring – Hosting, Support, Upgrades	\$ 0.00	\$ 0.00
2	2	Year 2 Annual Recurring – Hosting, Support, Upgrades	\$ 26,500.00	\$ 26,500.00
3	3	Year 3 Annual Recurring – Hosting, Support, Upgrades	\$ 28,500.00	\$ 28,500.00
4	4	Year 4 Annual Recurring – Hosting, Support, Upgrades	\$ 30,500.00	\$ 30,500.00
5	5	Year 5 Annual Recurring – Hosting, Support, Upgrades	\$ 33,000.00	\$ 33,000.00
		<b>TOTAL FIVE YEARS RECURRING FEE</b> Reflects 7.5% CPI Annual Adjustment		<b>\$ 118,500.00</b>

<b>MaintStar Payment Milestones</b>				
		<b>Project Commencement</b> Licensing		<b>\$ 45,000.00</b>
		<b>Sandbox Signoff – Push to Production</b> Professional Services and Integrations		<b>\$ 59,500.00</b>

# Resolution

Number 23-0246

Adopted Date February 28, 2023

## CERTIFICATION OF DELINQUENT WATER AND/OR SEWER ACCOUNTS – WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Section 7.05G, Warren County Rules and Regulations, all delinquent water and/or sewer accounts with an unpaid balance may be certified to the property owner's real estate tax record; and

NOW THEREFORE BE IT RESOLVED, to certify the attached list of delinquent water and/or sewer accounts to the property owner's real estate tax record. A copy of which is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Clerk of this Board is hereby directed to forward a copy of this resolution to the Warren County Auditor.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

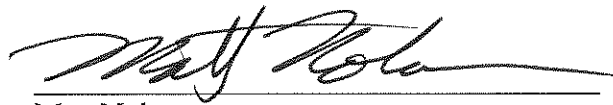
jkl

cc: Auditor  (certified)  
Water/Sewer (file)

RESOLUTION #23-0246  
FEBRUARY 28, 2023  
PAGE 2

RECEIPT

I certify that I received a copy of the aforesaid resolution on the 28 day of Feb, 2023.

A handwritten signature in black ink, appearing to read "Matt Nolan", written over a horizontal line.

Matt Nolan  
Warren County Auditor

**2023 Certification of Delinquent Water/Sewer Accounts**  
**District 6 CARLISLE SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
CAMPBELL, DARRIS C.	8435 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601011	1605879	207201007	0.00	209.22	0.00	209.22
COON, TIMOTHY	8471 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601014	1605852	207201005	0.00	209.22	0.00	209.22
PERRY, DUSTIN WILLIAM &	8478 KINGSTON DR	FRANKLIN OH	45005	0601046	1614983	207254002	0.00	137.30	0.00	137.30
NEACE, HENRY & ELSIE	8516 KINGSTON DR	FRANKLIN OH	45005	0601049	1614959	207181010	0.00	209.22	0.00	209.22
FOX, AARON J. & TARA M.	8594 KINGSTON DR	FRANKLIN OH	45005	0601055	1614886	207181004	0.00	209.22	0.00	209.22
OTTO, DENNIS M.	6704 BERWICK DRIVE	FRANKLIN OH	45005	0601062	1614819	207180001	0.00	209.22	0.00	209.22
MURRAY, TIMOTHY J. & VA	8497 FOXBORO COURT	FRANKLIN OH	45005	0601071	1612441	207202009	0.00	209.22	0.00	209.22
RUDD, VAN A. & DONNA S.	8530 FOXBORO COURT	FRANKLIN OH	45005	0601076	1612492	207129016	0.00	209.22	0.00	209.22
HAMM, AMBER N.	6884 LANCASTER DRIVE	FRANKLIN OH	45005	0601098	1612743	207202002	0.00	137.30	0.00	137.30
BRINKLEY, WILLIAM D.	8441 KINGSTON DR	FRANKLIN OH	45005	0601137	1615041	207255005	0.00	273.94	0.00	273.94
BALDWIN, SUSAN E.	8467 KINGSTON DR	FRANKLIN OH	45005	0601140	1615076	207255003	0.00	209.22	0.00	209.22
NETHERLY, BARBARA JOA	8642 KINGSTON DR	FRANKLIN OH	45005	0601160	1615211	207178005	0.00	274.36	0.00	274.36
KROEGER, DENISE M. & *	6691 BERWICK DR.	FRANKLIN OH	45005	0601165	1615289	207178001	0.00	431.52	0.00	431.52
LETSON, LINDA	6769 BERWICK DRIVE	FRANKLIN OH	45005	0601170	1615343	207133003	0.00	253.06	0.00	253.06
CONREX RESIDENTIAL *	6933 TORRINGTON DRIVE	FRANKLIN OH	45005	0601310	1617605	207102029	0.00	209.22	0.00	209.22
WILLIAMS, MATTHEW & JA	6841 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601399	1615416	207131006	0.00	137.30	0.00	137.30
BOWMAN, DANA S	6957 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601406	1615483	207102022	0.00	209.22	0.00	209.22
WHITAKER, AUDREY Y.	8709 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601407	1601512	207102014	0.00	137.30	0.00	137.30
HOLLON, RITA M.	8981 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601423	1605917	207102018	0.00	209.22	0.00	209.22
BANKS, KENNETH EWAL	8543 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601437	1605801	207126019	0.00	209.22	0.00	209.22
WAGES, BRIAN E. & MANS	8599 TRENTON-FRANK RD.	FRANKLIN OH	45005	0601440	1605763	207126016	0.00	137.30	0.00	137.30
BAIL, GERALDINE *	8617 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601441	1605046	207126004	0.00	209.22	0.00	209.22
DAY, RANDY LEE	8635 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601442	1603272	207126003	0.00	209.22	0.00	209.22
BAKER, WILLIAM H. & KIME	6920 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601449	1614657	207127015	0.00	209.22	0.00	209.22
DAY, KIMBERLY K.	6896 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601452	1614673	207127017	0.00	209.22	0.00	209.22
WOLFE, LAURA J. & *	6764 BERWICK DRIVE	FRANKLIN OH	45005	0601459	1614762	207128013	0.00	209.22	0.00	209.22
STEPHEN L. SPITLER & *	8639 NANWICH COURT	FRANKLIN OH	45005	0601469	1612271	207128002	0.00	209.22	0.00	209.22

## 2023 Certification of Delinquent Water/Sewer Accounts

## District 6 CARLISLE SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
LAMKIN, RUSSELL E. & *	8633 CHESHIRE COURT	FRANKLIN OH	45005	0601480	1612158	207127003	0.00	209.22	0.00	209.22
BLANKENSHIP, WILLIAM M.	8525 HEATHER COURT	FRANKLIN OH	45005	0601533	1612778	206452001	0.00	209.22	0.00	209.22
FRIESZELL, REBECCA A.	8421 HEATHER COURT	FRANKLIN OH	45005	0601542	1612875	206453003	0.00	209.22	0.00	209.22
SMITH, CHRISTOPHER W.	7112 TWIN VIEW DRIVE	FRANKLIN OH	45005	0601547	1602845	206453007	0.00	209.22	0.00	209.22
GONZALEZ PEREZ, ANDRE	8062 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601569	1603621	206476010	0.00	209.22	0.00	209.22
SHOUSE, BUD & BILLIE SU	7115 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0601572	1610201	206476009	0.00	106.14	0.00	106.14
GATEWOOD, THEODORE,	17161 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0601575	1608371	206476018	0.00	209.22	0.00	209.22
YOUNG, LARRY W. & PATR	7223 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0601576	1611305	206476002	0.00	209.22	0.00	209.22
MILLIGAN, RODNEY & KELL	7950 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601599	1610988	205351003	0.00	209.22	0.00	209.22
HALL, SHARON, *	7937 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601636	1604091	205352005	0.00	209.22	0.00	209.22
FREDERICK, KENNETH J. *	7949 FRANKLIN_TRENTON	FRANKLIN OH	45005	0601637	1609963	205352004	0.00	209.22	0.00	209.22
CHEEK, RANDALL & EAGLE	7254 MARTZ PAULIN	FRANKLIN OH	45005	0601662	1619995	205301005	0.00	209.22	0.00	209.22
DAMRON, JAMIE C. & JONI	18020 TIMBERWIND TRAIL	FRANKLIN OH	45005	0601685	1620152	205153017	0.00	209.22	0.00	209.22
WRIGHT, NANCY C.	7942 TIMBERWIND	CARLISLE OH	45005	0601690	1620062	205153014	0.00	150.38	0.00	150.38
WATKINS, DONNIE R &	7506 GAYLE DR	CARLISLE OH	45005	0601691	1620063	205154007	0.00	209.22	0.00	209.22
MINGE, ANDREW & AMAND	8246 TIMBER FALL CT	FRANKLIN OH	45005	0601693	1620065	205154009	0.00	137.30	0.00	137.30
SPRINKLE, TERRY L. & *	7836 TIMBERWIND TRAIL	CARLISLE OHIO	45005	0601698	1620157	205326011	0.00	209.22	0.00	209.22
KIDWELL, EMERY & VICKIE	7482 TIMBER VALLEY DR	FRANKLIN OHIO	45005	0601710	1620190	205326022	0.00	209.22	0.00	209.22
OTT, ALEXIS NICOLE & *	7491 TIMBER VALLEY	CARLISLE OH	45005	0601725	1620205	205320008	0.00	209.22	0.00	209.22
FONDAW, JUSTIN & LAUR	7489 TIMBER WILD WAY	FRANKLIN OHIO	45005	0601745	1620167	205302016	0.00	209.22	0.00	209.22
REED, GARY	7320 TIMBER WOLF DR	FRANKLIN OHIO	45005	0601794	1620235	205320017	0.00	137.30	0.00	137.30
BANKS, JESSICA KATHLEE	7823 MARTZ-PAULIN ROAD	FRANKLIN OH	45005	0602022	1608177	206277015	0.00	137.30	0.00	137.30
BRAY, SHARON LOUISE	8066 SHARON COURT	FRANKLIN OH	45005	0602029	1601091	206229003	0.00	209.22	0.00	209.22
TEAGUE, WILLARD H & CA	8190 TRAVIS COURT	FRANKLIN OH	45005	0602047	1613073	206226003	0.00	136.75	0.00	136.75
PIERMAN, JOHN M.	8149 MARTZ-PAULIN ROAD	CARLISLE OH	45005	0602069	1600982	131400018	0.00	209.22	0.00	209.22
NISBET, SEANA & RUSSEL	8751 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602120	1600648	132152020	0.00	209.22	0.00	209.22
MINTON, ROBERT H. & SHA	8878 TWINCREEK DR	FRANKLIN OH	45005	0602125	1607707	132152016	0.00	209.22	0.00	209.22
HASTY, VERNON L., JR.	8780 TWINCREEK DR	FRANKLIN OH	45005	0602128	1604589	132152001	0.00	209.22	0.00	209.22

**2023 Certification of Delinquent Water/Sewer Accounts**  
**District 6 CARLISLE SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
ROBINSON, GREGORY A.	8635 TWINCREEK DR	FRANKLIN OH	45005	0602149	1605828	132151019	0.00	209.22	0.00	209.22
DIVIS, GARY E.	8691 TWINCREEK DR	FRANKLIN OH	45005	0602152	1606786	132151016	0.00	209.22	0.00	209.22
DESKI, DANIELLE L. & *	8765 TWINCREEK DR	FRANKLIN OH	45005	0602156	1607928	132151025	0.00	209.22	0.00	209.22
MC INTOSH, NATHAN DAVI	8760 ORIOLE DRIVE	CARLISLE OH	45005	0602217	1607171	132204011	0.00	209.22	0.00	209.22
JOHNSON, JAMES MICHAEL	8740 ORIOLE DRIVE	FRANKLIN OH	45005	0602218	1609335	132204012	0.00	209.22	0.00	209.22
LAWSON, IRVIN E. & MARI	8612 ORIOLE DRIVE	FRANKLIN OH	45005	0602225	1600966	132204019	0.00	209.22	0.00	209.22
SANDLIN, MICHAEL & STE	7553 FLAMINGO DRIVE	FRANKLIN OH	45005	0602250	1605089	132176017	0.00	209.22	0.00	209.22
GABLE, REBEKAH & ROGE	7500 FLAMINGO DRIVE	FRANKLIN OH	45005	0602258	1608282	132203006	0.00	215.76	0.00	215.76
O'BRYAN, JASON ERIC & SA	7534 FINCH COURT	CARLISLE OH	45005	0602269	1606832	132128016	0.00	209.22	0.00	209.22
MC LEAN, DAVID H.	8887 ORIOLE DRIVE	FRANKLIN OH	45005	0602273	1606727	132202004	0.00	209.22	0.00	209.22
ROSE, LONNIE R.	8500 MEADOWLARK DRIVE	CARLISLE OH	45005	0602302	1609441	132252006	0.00	137.30	0.00	137.30
BARROW, BENNY L. & SAN	8547 STARLING CIRCLE	CARLISLE OH	45005	0602314	1604309	132177008	0.00	281.14	0.00	281.14
WEISSMAN, ANTON & *	8564 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602410	1610058	132326001	0.00	209.22	0.00	209.22
WORKMAN, ANDREW S. &	7790 MYRTLE DR	FRANKLIN OH	45005	0602421	1600621	132303007	0.00	209.22	0.00	209.22
OWENS, MICHAEL S. & JU	7724 DIAN AVENUE	FRANKLIN OH	45005	0602436	1601822	132304014	0.00	209.22	0.00	209.22
MORRIS, ANDREA	7873 DIAN AVE	FRANKLIN OH	45005	0602447	1610422	132305005	0.00	209.22	0.00	209.22
MEYER, BERNIDA A.	7707 LYN DRIVE	CARLISLE OH	45005	0602465	1608339	132354017	0.00	209.22	0.00	209.22
LAWSON, THOMAS	7743 LYN DRIVE	FRANKLIN OH	45005	0602468	1606204	132354020	0.00	209.22	0.00	209.22
ROSE, DAVID L. & CRYSTA	7759 LYN DRIVE	CARLISLE OH	45005	0602469	1607936	132354015	0.00	209.22	0.00	209.22
RALPH & MILDRED SIMMON	7773 LYNN DRIVE	FRANKLIN OH	45005	0602470	1606077	132354014	0.00	287.68	0.00	287.68
BARRETT, STEVEN B. & *	7789 LYN DRIVE	FRANKLIN OH	45005	0602471	1600541	132354013	0.00	209.22	0.00	209.22
BOWLIN, PATRICIA L., *	7848 LYNN DRIVE	FRANKLIN OH	45005	0602480	1611267	132353016	0.00	209.22	0.00	209.22
HAMRIC, DERICK M.	7832 LYN DRIVE	FRANKLIN OH	45005	0602481	1610953	132353017	0.00	209.22	0.00	209.22
MEYER, LEWIS A. & MIRAC	7702 LYN DRIVE	FRANKLIN OH	45005	0602487	1604449	132353022	0.00	209.22	0.00	209.22
SAVAGE, SHERRI L.	8072 SUE AVENUE	FRANKLIN OH	45005	0602505	1607359	132354004	0.00	209.22	0.00	209.22
WISE, JAIME M.	7901 MARCIA DRIVE	FRANKLIN OH	45005	0602509	1601547	132355002	0.00	209.22	0.00	209.22
VM PRONTO LLC	8057 SUE AVENUE	FRANKLIN OH	45005	0602514	1600991	132352011	0.00	209.22	0.00	209.22
BECKER, JANET E. & BOOH	7958 DUBOIS ROAD	FRANKLIN OH	45005	0602537	1609009	132352014	0.00	209.22	0.00	209.22



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PERDUE, JAMES S., JR.	7926 KAYE DRIVE	FRANKLIN OH	45005	0602544	1600788	205126010	0.00	137.30	0.00	137.30
STURGIS, ELLIOTT	7816 KAYE DRIVE	FRANKLIN OH	45005	0602570	1609769	205128007	0.00	281.14	0.00	281.14
HURSH, DIANE	7786 GAYLE DRIVE	FRANKLIN OH	45005	0602597	1605577	205105008	0.00	253.09	0.00	253.09
ISBEL, PAUL E & KRISTI	7686 ANNE DRIVE	FRANKLIN OH	45005	0602606	1600117	205152005	0.00	209.22	0.00	209.22
RAY, JORDAN S.	7664 ANNE DRIVE	FRANKLIN OH	45005	0602607	1607383	205152006	0.00	209.22	0.00	209.22
PORTER, STEPHEN D.	7695 JILL LANE	FRANKLIN OH	45005	0602622	1609149	205154006	0.00	209.22	0.00	209.22
MC KNIGHT, CLINTON & M	7881 JILL LANE	FRANKLIN OH	45005	0602630	1603817	205153008	0.00	209.22	0.00	209.22
ALEXANDER, JAMES W. & S	7903 JILL LANE	CARLISLE OH	45005	0602631	1609971	205153007	0.00	209.22	0.00	209.22
BAILEY, RUTH P.	7927 JILL LANE	FRANKLIN OH	45005	0602632	1600109	205153006	0.00	209.22	0.00	209.22
STACY, BRIAN T. & *	7947 JILL LANE	CARLISLE OH	45005	0602633	1611089	205153005	0.00	209.22	0.00	209.22
HUDSON, ROBERT G. & SA	7665 ANNE DRIVE	FRANKLIN OH	45005	0602638	1605208	205151012	0.00	137.30	0.00	137.30
CONDER, KEVIN RONALD	7685 ANNE DRIVE	FRANKLIN OH	45005	0602639	1604597	205151011	0.00	209.22	0.00	209.22
SCHUL, MARTIN E. & STEP	7945 LOWE DRIVE	CARLISLE OH	45005	0602641	1603027	205151009	0.00	209.22	0.00	209.22
ROUTSON, JACOB A. & TI	7851 ANNE DRIVE	FRANKLIN OH	45005	0602663	1607871	205103012	0.00	209.22	0.00	209.22
WILSON, WILLIAM	7894 SHERI LANE	CARLISLE OH	45005	0602665	1601016	205102012	0.00	209.22	0.00	209.22
CORWIN, PEYTON	7804 SHERI LANE	FRANKLIN OH	45005	0602669	1602403	205102016	0.00	209.22	0.00	209.22
COCHRAN, CHRISTOPHER	7596 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602702	1605755	205151008	0.00	108.82	0.00	108.82
BLACKFORD, KYLE	7482 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602706	1608533	205301001	0.00	209.22	0.00	209.22
JOHNSON, JANET A. & *	7633 GAYL DRIVE	FRANKLIN OH	45005	0602710	1608932	205152011	0.00	209.22	0.00	209.22
ODITT, RANDY G.	7665 GAYL DRIVE	FRANKLIN OH	45005	0602712	1605984	205152009	0.00	209.22	0.00	209.22
KRAUSE, MIKE	8801 DAYTON-OXFORD RD.	FRANKLIN OH	45005	0604565	1606344	134202020	0.00	209.22	0.00	209.22
COMPTON, DEANNA L.	8838 CAM DRIVE	CARLISLE OH	45005	0604588	1611135	134202007	0.00	209.22	0.00	209.22
HURT, KENNETH C.	8929 CAM DRIVE	CARLISLE OH	45005	0604599	1609068	134128012	0.00	209.22	0.00	209.22
ALEXANDER, ANTHONY L.	85797 FAIRVIEW AVENUE	CARLISLE OH	45005	0604987	1608665	134101004	0.00	209.22	0.00	209.22
BARKER, GREGORY S.	5827 FAIRVIEW DRIVE	CARLISLE OH	45005	0604988	1609343	134101003	0.00	209.22	0.00	209.22
KERNS, CHARLES STEWAR	9306 DAYTON-OXFORD RD.	FRANKLIN OH	45005	0605001	1605691	127426001	0.00	209.22	0.00	209.22
JOHNSON, ROGER D. & SH	9138 HERITAGE ROAD	CARLISLE OH	45005	0605024	1604279	127477010	0.00	209.22	0.00	209.22
BAKER, JON RYAN & HEAT	5229 MONTGOMERY AVE	FRANKLIN OH	45005	0605045	1605003	127476002	0.00	209.22	0.00	209.22

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BANGE, PAUL L. & MARY E.	9143 KIPTON DRIVE	FRANKLIN OH	45005	0605059	1602004	127455012	0.00	209.22	0.00	209.22
DAWS, DONALD W. & SAN	9140 DAYTON-OXFORD RD.	FRANKLIN OH	45005	0605075	1602349	127455021	0.00	209.22	0.00	209.22
LAKES, BOBBY J., JR. &	8798 FRANKLIN TRENTON	CARLISLE OH	45005	0605106	1617222	206368002	0.00	209.22	0.00	209.22
LARSON, BRENDA K.	8919 PEBBLESTONE CT	CARLISLE OH	45005	0605118	1618210	206354004	0.00	137.46	0.00	137.46
BAUGHN, THOMAS M.	8910 PEBBLESTONE CT.	CARLISLE OH	45005	0605122	1618253	206354008	0.00	209.22	0.00	209.22
BERRY, RYAN & CHRISTIN	7214 BROOKSTONE DR	CARLISLE OH	45005	0605138	1618415	206362002	0.00	209.22	0.00	209.22
STAGGS, JASON S. & CHRI	7430 BROOKSTONE DR	CARLISLE OH	45005	0605161	1618660	206362007	0.00	209.22	0.00	209.22
WALLACE, TEENA M.	7310 BROOKSTONE DRIVE	FRANKLIN OH	45005	0605196	1618759	206362016	0.00	209.22	0.00	209.22
WOODSON, RONALD E. & R	7296 BROOKSTONE	CARLISLE OH	45005	0605197	1618768	206362017	0.00	209.22	0.00	209.22
WALKER, CALVIN E. & SAM	7256 BROOKSTONE CT	FRANKLIN OH	45005	0605200	1618792	206362020	0.00	209.22	0.00	209.22
BENZING, MICHAEL P.	8911 PERRY AVE	FRANKLIN OH	45005	0605209	1619233	206354012	0.00	209.22	0.00	209.22
WEBB, LISA G. & MICHAEL	8925 PERRY AVE	CARLISLE OH	45005	0605210	1619241	206354013	0.00	87.30	0.00	87.30
BLANTON, WILLIAM	7140 FRANKLIN-MADISON	CARLISLE OH	45005	0605218	1619322	206354021	0.00	209.22	0.00	209.22
COKELEY, MELINDA DENI	8940 PERRY AVE	CARLISLE OH	45005	0605226	1618970	206322026	0.00	209.22	0.00	209.22
OLIVER, CHRIS ALAN & AN	8924 PERRY AVE	CARLISLE OH	45005	0605227	1618989	206322025	0.00	137.30	0.00	137.30
LARISON, CHRISTOPHER &	7301 PINEWOOD DR	CARLISLE OH	45005	0605237	1619080	206322015	0.00	209.22	0.00	209.22
LONG, AMANDA E.	7326 PINEWOOD DR	CARLISLE OH	45005	0605242	1619136	206322010	0.00	209.22	0.00	209.22
BASS, HEATHER	8736 FRANKLIN-TRENTON	CARLISLE OH	45005	0605352	1619500	206368013	0.00	209.22	0.00	209.22
RYAN, NICHOLAS A. & *	8737 APPLERIDGE CT	CARLISLE OH	45005	0605358	1619560	206368019	0.00	209.22	0.00	209.22
TURNMIRE, JEREMY	8698 APPLERIDGE CT	CARLISLE OH	45005	0605363	1619616	206362025	0.00	209.22	0.00	209.22
FITZPATRICK, RALPH	8731 BUTTERFIELD CT	CARLISLE OH	45005	0605369	1619675	206362031	0.00	209.22	0.00	209.22
STACY, CHRISTOPHER E. &	8730 BUTTERFIELD CT	CARLISLE OH	45005	0605372	1619705	206362034	0.00	209.22	0.00	209.22
MORRIS, BRAD	8704 BUTTERFIELD CT	CARLISLE OH	45005	0605374	1619721	206362036	0.00	209.22	0.00	209.22
KITCHEN, BRIAN & CRYSTA	8671 GINGERWOOD CT	CARLISLE OH	45005	0605379	1620012	206362041	0.00	209.22	0.00	209.22
SIMPSON, TIMOTHY L.	8659 SWEETBRIAR CT	FRANKLIN OH	45005	0605392	1620025	206362054	0.00	137.30	0.00	137.30
COLVIN, MICHAEL	8728 PLUM CREEK CT	CARLISLE OH	45005	0605413	1620077	206362075	0.00	127.22	0.00	127.22
BOOTH, JACOB R. & *	8656 PLUM CREEK CT	CARLISLE OH	45005	0605419	1620083	206362081	0.00	137.30	0.00	137.30
PARKER, MELVIN D., JR & *	8686 WINDSONG CT	FRANKLIN OH	45005	0605429	1620093	206362091	0.00	169.98	0.00	169.98

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GOSS, RACHEL L.	7472 COUNTRY WALK DR	FRANKLIN OH	45005	0605436	1620100	206362098	0.00	209.22	0.00	209.22
CHATTERTON, DANIEL & *	7444 COUNTRY WALK DR	CARLISLE OH	45005	0605438	1620102	206362100	0.00	209.22	0.00	209.22
WALSH, MICHAEL A.	7276 COUNTRY WALK DR	CARLISLE OH	45005	0605450	1620042	206393015	0.00	209.22	0.00	209.22
BROWN, JORY D. & ERICA	17248 COUNTRY WALK DR	CARLISLE OH	45005	0605452	1620044	206393017	0.00	137.30	0.00	137.30
143							0.00	28,858.66	0.00	28,858.66

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**District 7 DALE ACRES - SEWER**

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SELLS, BRADLEY & TARA	10329 ELIZABETH ST.	GOSHEN OH	45122	0700016	2617251	1713152014	0.00	92.46	0.00	92.46
TERRY, WAYNE & LATISHA	10493 ELIZABETH ST.	GOSHEN OH	45122	0700028	2607484	1713152002	0.00	92.46	0.00	92.46
BAIN, JAMES R., ET AL:	10725 MURDOCK-COZADDAL	GOSHEN OH	45122	0700034	2622351	1713305005	0.00	120.48	0.00	120.48
MEISTERHANS, JOHN P. &	5313 VALLEY VIEW DR	MORROW OH	45152	0701190	2637361	1718170013	0.00	185.38	0.00	185.38
HUGHES, RACHEL M. & *	5602 APPALOOSA CIRCLE	MORROW OH	45152	0704056	2634476	1724203037	0.00	72.38	0.00	72.38
SCHLAKE, BRADLEY ROBE	5275 APPALOOSA CIRCLE	MORROW OH	45152	0704073	2634493	1724202015	0.00	65.52	0.00	65.52
GRIMES, CHRISTOPHER A.	5503 APPALOOSA CIRCLE	MORROW OH	45152	0704101	2635947	1724204034	0.00	127.67	0.00	127.67
CORELLI, RICHARD & MAR	5280 APPALOOSA CIRCLE	MORROW OH	45152	0704117	2635963	1724203052	0.00	389.00	0.00	389.00
WATSON, SCOTT & AMY C.	5454 APPALOOSA CIRCLE	MORROW OH	45152	0704180	2637407	1724203095	0.00	180.78	0.00	180.78
PIKE, JOSHUA A. & *	5472 APPALOOSA CIRCLE	MORROW OH	45152	0704181	2637408	1724203096	0.00	209.02	0.00	209.02
TALBOTT, ALEXUS	5218 SECRETARIAT DR	MORROW OHIO	45152	0705005	2635728	1724128005	0.00	142.46	0.00	142.46
CASSIDY, JENNI E. & *	2575 MORGAN DR	MORROW OH	45152	0705017	2635779	1724140002	0.00	92.97	0.00	92.97
QUINLAN, HOLLY & RICHA	2598 MORGAN DR	MORROW OHIO	45152	0705022	2635734	1724130004	0.00	92.46	0.00	92.46
PARRIS, REBEKAH L. &	5257 MAN O'WAR DRIVE	MORROW OHIO	45152	0705072	2636534	1724144012	0.00	178.65	0.00	178.65
WRIGHT, RALPH E. & KELL	2660 AFFIRMED DR	MORROW OH	45152	0705098	2636560	1724263003	0.00	299.57	0.00	299.57
VARGAS, WILLIAM E. & AM	2692 BLACKGOLD CT	MORROW OHIO	45152	0705116	2636591	1724406017	0.00	60.38	0.00	60.38
RUSSELL, ANTHONY & KI	5269 SECRETARIAT DR	MORROW OH	45152	0705149	2636776	1724128025	0.00	366.82	0.00	366.82
WEBB, DARRYL E., JR. & *	5253 SECRETARIAT DR	MORROW OH	45152	0705153	2636780	1724128021	0.00	170.10	0.00	170.10
PRUDEN, ANITA G. & *	2842 ALYSHEBA COURT	MORROW OHIO	45152	0705196	2638197	1724412008	0.00	105.06	0.00	105.06
FERGUSON, GREGORY A.	82837 ALYSHEBA COURT	MORROW OHIO	45152	0705207	2638208	1724428005	0.00	65.52	0.00	65.52
PRUS PROPERTIES, LLC	5791 CLASSICWAY BLVD	MORROW OHIO	45152	0705280	2638938	1724386006	0.00	224.81	0.00	224.81
PRUS PROPERTIES, LLC	2776 ARISTIDES CT	MORROW OHIO	45152	0705345	2638759	1724424032	0.00	68.50	0.00	68.50
DAMROUDI, MAHDI	3026 YELLOWTAIL TERR	MORROW OHIO	45152	0706014	2635994	1718110014	0.00	89.66	0.00	89.66
BALL, RONALD R., III	3027 YELLOWTAIL TERR	MORROW OHIO	45152	0706019	2635999	1718110019	0.00	210.68	0.00	210.68
EARLEY, EDWARD R., JR.,	*3112 SHADOW RIDGE CT	MORROW OH	45152	0706101	2636081	1718160008	0.00	68.32	0.00	68.32
SNYDER, DANA & ERIC	3167 MORNING MIST DR	MORROW OHIO	45152	0706192	2638289	1718135001	0.00	173.40	0.00	173.40
GAULT, DAVID & CHELSEA	5410 HOPEWELL VALLEY	MORROW, OHIO	45152	0706219	2638569	1718170023	0.00	92.46	0.00	92.46

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D.R. HORTON-INDIANA, LL	3235 SHADOW RIDGE CT	MORROW OH	45152	0706294	2638869	1718190016	0.00	171.79	0.00	171.79
TIGISHVILI, BADRI	1182 SINCLAIR DR	MAINEVILLE OH	45039	0743006	2636848	1728126006	0.00	92.46	0.00	92.46
REICHL, CLIFFORD & *	1272 BROOKCHASE CIRCLE	MAINEVILLE OHIO	45039	0743012	2636854	1728145006	0.00	67.43	0.00	67.43
KRUMMEN, KRISTY & *	7565 TURNBERRY CT	MAINEVILLE OH	45039	0743028	2636870	1728104035	0.00	255.24	0.00	255.24
BEST, TRISHA	7541 MACAULAY BLVD	MAINEVILLE OHIO	45039	0743043	2636885	1728103028	0.00	209.92	0.00	209.92
WOODWARD, JENNIFER L	1525 EAGLE CT	MAINEVILLE OHIO	45039	0744024	2637175	1728335005	0.00	58.84	0.00	58.84
LIKE, EVAN K. & NICOLE E.	1455 EAGLE CT	MAINEVILLE OH	45039	0744029	2637180	1728335010	0.00	274.73	0.00	274.73
STREFELT, KIMBERLY A. &	1509 SOARING WAY	MAINEVILLE OHIO	45039	0744042	2637193	1728335023	0.00	183.34	0.00	183.34
WHITE, BRIAN J. & AMANDA	1495 SOARING WAY	MAINEVILLE OH	45039	0744043	2637194	1728335024	0.00	91.57	0.00	91.57
BALON, CARRIE & ROBERT	1519 ENGLEWOOD CT	MAINEVILLE OHIO	45039	0744101	2638719	1728347014	0.00	116.42	0.00	116.42
MC DANIEL, BRITTANY & *	1560 ENGLEWOOD CT	MAINEVILLE OH	45039	0744122	2638740	1728335040	0.00	92.46	0.00	92.46
GRAND COMMUNITIES LLC	1336 SOARING WAY	MAINEVILLE OHIO	45039	0744199	2639085	1728322013	0.00	111.46	0.00	111.46
JOHN HENRY HOMES, INC	1595 KILBARRON DR	MORROW OHIO	45152	0745041	3205271	1728410014	0.00	92.46	0.00	92.46
HATTON, CLINTON M. & AB	1747 MOUNTS RD	MORROW OH	45152	0745913	3205224	1728470009	0.00	224.20	0.00	224.20
			41				0.00	6,079.29	0.00	6,079.29

# Resolution

Number 23-0247

Adopted Date February 28, 2023

ENTER INTO AN EQUIPMENT LEASE AGREEMENT WITH HARRIS CALORIFIC SALES INC. ON BEHALF OF WARREN COUNTY WATER AND SEWER DEPARTMENT FOR THE LEASE OF COMPRESSED OXYGEN AND DISSOLVED ACETYLENE TANKS

BE IT RESOLVED, to enter into an Equipment Lease Agreement with Harris Calorific Sales Inc. on behalf of Warren County Water and Sewer Department for the lease of Compressed Oxygen and Dissolved Acetylene tanks, copy of said equipment lease agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: c/a – Harris Calorific Sales Inc.  
Water/Sewer (file)

CAUTION: TRANSPORTING GAS CYLINDERS IN CARS, VANS OR OTHER CLOSED MOTOR VEHICLES IS DANGEROUS AND SHOULD BE AVOIDED. GAS CYLINDERS MUST NEVER BE MOVED IN CLOSED SPACES, INCLUDING BUT NOT LIMITED TO CAR TRUNKS, DUE TO THE HIGH RISK OF EXPLOSION OR FIRE.

CAUTION: LET NO OIL, GREASE, OR OIL BASED LUBRICANT OF ANY NATURE COME IN CONTACT WITH ANY PART OF THE OXYGEN CYLINDER, REGULATOR OR FITTINGS, AS THIS IS CONSIDERED DANGEROUS. ACETYLENE, PROPANE AND HYDROGEN ARE FLAMMABLE AND EXPLOSIVE GASES AND ARE CONSIDERED DANGEROUS.



ORDER  
HARRIS CALORIFIC SALES, INC.

460 Broaden Drive  
Monroe, Ohio 45050

(513) 539-9700 • (513) 539-9702 (FAX)

INVOICE NO.	DATE	PAGE
435860		1

SOLD TO	WARREN COUNTY WATER & SEWER DEPT. 406 JUSTICE DRIVE LEBANON OH 45036	SHIP TO	02/02/23	02/02/23
	WARREN COUNTY WATER & SEWER DEPT. 406 JUSTICE DRIVE LEBANON OH 45036			

CUSTOMER I.D.	SALES CATEGORY	EMPL/STORE	CUSTOMER P.O. NO.	JOB RELEASE NO.	SHIP DATE
WARRWS 0	EBAY/AMAZON ORDERS	HCS 1			

PRODUCT	HAZARD CLASS	H MID	QTY SHIPPED	U/M	RET'D B.O.	PART NO.	CUBIC FEET	UNIT PRICE	AMOUNT
OXYGEN, COMPRESSED 337 CUFT 3 YEAR LEASE		UN1072 2.2	1	CYL		LEASE-GASOX300	337	340.0000	340.00
UN1072, OXYGEN COMPRESSED 337 CUFT	HAZARDOUS	2.2	1	CYL		GASOX300	337	53.7900	53.79
ACETYLENE, DISSOLVED #4 3 YEAR LEASE		UN1001 2.1	1	CYL		LEASE-GASAC4	140	285.0000	285.00
UN1001, ACETYLENE, DISSOLVED #4 165 CUFT	HAZARDOUS	2.1	1	CYL		GASAC4	140	22.4200	122.42
MSDS SHEET REQUIRED FOR OXYGEN			1	EACH		MSDS-OXY		0.0010	
MSDS SHEET REQUIRED FOR ACETYLENE			1	EACH		MSDS-ACE		0.0010	
HAZARDOUS MATERIAL COMPLIANCE CHARGE			1	EACH		\$HM		3.0000	3.00
			1.00			\$DELE		0.0010	

SAVE MONEY. PLEASE VISIT OUR WEBSITE AT WWW.HARRISWELDINGSUPPLIES.COM

WE APPRECIATE YOUR BUSINESS

TAX I.D.: 31-6000058

APPROVED AS TO FORM  
*Adam M. Nice*  
Adam M. Nice  
Asst. Prosecuting Attorney

CUSTOMER'S SIGNATURE <i>Xy Thomas Jan</i>	CAPS SHIPPED	CAPS RET.	DRIVER'S INIT.	<b>TOTAL</b> →	804.21
--	--------------	-----------	----------------	----------------	--------

UNLESS OTHERWISE STATED, THE CYLINDERS ON THIS DOCUMENT ARE THE PROPERTY OF VENDOR. BY ACCEPTANCE OF THIS DELIVERY, THE CUSTOMER ASSUMES RESPONSIBILITY FOR THE COUNT AND THE DOLLAR VALUE OF ANY CYLINDER LOST OR DAMAGED.

THE ABOVE MATERIAL WILL REMAIN THE PROPERTY OF THE SELLER UNTIL FINAL PAYMENT HAS BEEN MADE.

TERMS: NET 30 DAYS FROM INVOICE DATE. INVOICES NOT PAID IN ACCORDANCE WITH TERMS ARE SUBJECT TO A SERVICE CHARGE OF 2% PER MONTH, 24% PER YEAR.

THIS TO CERTIFY THAT THE HERE-IN NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

WE HEREBY STATE THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL REQUIREMENTS OF SEC. 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF THE REGULATIONS OF THE DEPARTMENT OF LABOR ISSUED UNDER SEC. 14 THEREOF.

# Resolution

Number 23-0248

Adopted Date February 28, 2023

AUTHORIZE WARREN COUNTY SANITARY ENGINEER OR DEPUTY SANITARY ENGINEER TO PREPARE AND SUBMIT A NOMINATION FORM TO PARTICIPATE IN WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) PROGRAM FOR 2024, AND TO EXECUTE CONTRACTS, AS REQUIRED, FOR THE DESIGN AND CONSTRUCTION OF THE RICHARD A. RENNEKER GRANULAR ACTIVATED CARBON UPGRADES

WHEREAS, the State of Ohio's WSRLA Program, an account under the Drinking Water Assistance Fund (DWAF) offers financial assistance to public water systems for capital improvements to public infrastructure; and

WHEREAS, the Warren County Water and Sewer Department is planning to make capital improvements to the Richard A. Renneker Treatment Plants, granular activated carbon upgrades; and

WHEREAS, the infrastructure improvement herein above described is considered to be a compliance related and human health related improvement and is a qualified project under the WSRLA program, specifically addressing emerging contaminants; and


NOW THEREFORE BE IT RESOLVED, that the Warren County Sanitary Engineer is hereby authorized to apply to the State of Ohio by way of the Ohio EPA for loans for capital improvements for the Richard A. Renneker Granular Activated Carbon Upgrades Project.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)





**Division of Environmental & Financial Assistance (DEFA)  
Office of Financial Assistance (OFA)**

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: 614.644.2798

E-mail: [defamail@epa.ohio.gov](mailto:defamail@epa.ohio.gov)

<https://epa.ohio.gov/divisions-and-offices/environmental-financial-assistance/financial-assistance>

*This nomination form must be completed in its entirety and signed by the authorized representative, or designee, identified on TAB 2*

Please review and follow nomination form instructions available at

<https://epa.ohio.gov/static/Portals/29/documents/ofa/WPCLF-WSRLA-Nomination.xlsx>

The following checklist indicates the information necessary for Ohio EPA DEFA to review and prioritize projects. Ohio EPA may review all readily available project information in addition to the nomination

### Nomination Checklist - Required Documents

- A copy of legislation authorizing current water and sewer rates/tap-in fees. Please include both water and wastewater information. *Note: To obtain a loan from Ohio EPA, the Borrower is required to pledge user revenues derived from the ownership and operation of their system sufficient for repayment of the loan.*
- Documentation supporting creation of water or sewer utility (for new systems) including proposed rate structure and schedule for collection of fees.
- A map showing the project(s) location. The map should be either a 7.5 minute USGS topographic map, or a property map, that shows the project details.
- Project planning information. Refer to Project Planning Guidance available for WPCLF and WSRLA at [https://epa.ohio.gov/static/Portals/28/documents/dwaf/4\\_WSRLA\\_PPD\\_GP.pdf](https://epa.ohio.gov/static/Portals/28/documents/dwaf/4_WSRLA_PPD_GP.pdf)
- A scope of services and/or an agreement for planning, design or construction engineering services.
- For **Construction loans**, along with project planning information, submit any Basis of Design documents and/or Preliminary Engineering Reports.
- Additional documentation requested or required on specific tabs (e.g., WSRLA, WPCLF). Failure to do so may impact your project's ranking.
- Estimated construction cost for Emerging Contaminant or Lead Service Line work.

Once signed and dated, please submit this complete form along with the abovementioned documents to:

[defamail@epa.ohio.gov](mailto:defamail@epa.ohio.gov)

Please include the loan applicant and project name in the subject line.

**ONLY electronic submittals will be accepted.**

**\*\* PLEASE NOTE: Regardless of the number of nominations/re-nominations an entity submits, there will only be ONE auto-response from the DEFAMail submission box.**

**Division of Environmental and Financial Assistance - Office of Financial Assistance  
WPCLF/WSRLA Nomination Form**

**1.0 Program Funding Selection**

Please indicate what type of project funding is needed. *A selection must be made for the nomination form to be reviewed.*

- Wastewater**      **Water Pollution Control Loan Fund (WPCLF)**  
      **WPCLF Re-Nomination**      If known, provide the WPCLF number. (Ex. CS39XXXX-XXXX)      CS39
- Drinking Water**      **Water Supply Revolving Loan Account (WSRLA)**  
      **WSRLA Re-Nomination**      If known, provide the WSRLA number. (Ex. FS39XXXX-XXXX)      FS39
- HSTS**      **Household Sewage Treatment System (HSTS)**

**2.0 Borrower's Information**

Entity (County, City, Village, or District): Warren County Water  
 County: Warren PWS ID: OH 8301512 Population served by the Project: 14,700 System Population: 14,700

**3.0 Project Name and Description**

Project Name: Granular Activated Carbon Upgrades at Richard A. Renneker WTP

*In the box below, please provide a brief description of the project for which you are requesting funding. NOTE: 400 character limit*

Warren County will be designing upgrades to treat emerging contaminants, specifically, PFAS at our Richard A. Renneker WTP. Our current entrapment numbers for PFOA is 2.59 PPT and for PFOS 14.7 PPT both greater than the recommended HALs.

**4.0 Funding Type, Estimated Project Amounts, and Proposed Loan Award Date**

Enter an estimated loan award date and amount. Enter the date as the 1<sup>st</sup> of the month in which the loan will be awarded. The estimated loan date will autofill the Project Schedule on TAB 5. No loans are awarded in November. For HSTS projects, the schedule is predefined as indicated below and on Tab 5; enter the amount of principal forgiveness requested in the estimated loan amount column.

	<u>Estimated Loan Award Date (month/year)</u>	<u>Estimated Loan Amount</u>
<input type="checkbox"/> Planning Loan		
<input checked="" type="checkbox"/> Design Loan	<u>Jul-24</u>	<u>\$2,000,000.00</u>
<input checked="" type="checkbox"/> Construction Loan	<u>Jul-25</u>	<u>\$9,500,000.00</u>
<input type="checkbox"/> Household Sewage Treatment Systems	<u>May-23</u>	

**5.0 Available Programmatic Discounts**

*Check all that may be applicable to this project: If you wish to apply for a discount not listed above, please describe the proposed discount in the cover letter for the nomination. Principal Forgiveness eligibility will be determined separate from any discount.*

**Wastewater Discounts:**

- WRRSP      **Water Resource Restoration Sponsor Program (WRRSP) sponsors are eligible for a discount up to 0.1%**
- Back-up Power      **Up to \$50,000 in principal forgiveness for construction projects with back-up power costs**
- Household Sewage Treatment Systems      **Local Health Districts may be eligible for up to \$150,000 in principal forgiveness for HSTS repair and replacement**
- Nutrient Reduction Discount      **0% interest rate funding for projects that reduce nutrients at WWTPs. Nominations may be submitted throughout the program year**
- Regionalization Discount      **0% interest rate funding for regionalization projects**
- Emerging Contaminants      **0% interest rate funding for projects that address (EC) Emerging Contaminants. Nominations may be submitted throughout the program year. Est EC Cost \$ \_\_\_\_\_**

**Drinking Water Discounts:**

- Harmful Algal Bloom (HAB) Discount      **0% interest rate funding for HAB projects. Nominations may be submitted throughout the program year**
- Regionalization Discount      **0% interest rate funding for regionalization projects**
- LSL Replacement Discount      **0% interest rate funding for LSL (Lead Service Line) replacement projects. Nominations may be submitted throughout the program year. Est LSL Cost \$ \_\_\_\_\_**
- Emerging Contaminants      **0% interest rate funding for projects that address (EC) Emerging Contaminants with a priority for PFAS (Per- and Polyfluoroalkyl Substances) projects. Nominations may be submitted throughout the program year for 0% funding. Est EC Cost \$ 9,500,000**

Please note: Estimated construction costs are needed for Emerging Contaminant and Lead Service Line work!

**6.0 Contact Information**

Using the check boxes below, indicate the best project contact for addressing project related questions.

**Borrower's Authorized Representative**

Name Christopher Wojnicz Title Deputy Director  
 Address 406 Justice Dr.  
 City Lebanon Zip 45036  
 Telephone 513-695-1646 Cell 513-568-6745  
 Email christopher.wojnicz@co.warren.oh.us

**Borrower's Additional Contact (if different than Borrower's Authorized Representative)**

Name \_\_\_\_\_ Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Cell \_\_\_\_\_  
 Email \_\_\_\_\_

**System Operator**

Name Ed Turner Title Superintendent  
 Address 406 Justice Dr.  
 City Lebanon Zip 45036  
 Telephone 513-683-3687 Cell \_\_\_\_\_  
 Email \_\_\_\_\_

**Consulting Engineer**

Name TBD Title \_\_\_\_\_  
 Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Cell \_\_\_\_\_  
 Email \_\_\_\_\_

**WRRSP Program Outreach**

If your organization is interested in learning more about the WRRSP discount or sponsoring a project, please provide a contact name and e-mail below. Program staff will reach out to coordinate a meeting. Additional information is also available at <https://epa.ohio.gov/divisions-and-offices/environmental-financial-assistance/financial-assistance/water-resource-restoration-sponsor-program>

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

**7.0 Source of Pledged Revenues**

To obtain a loan from Ohio EPA, the Borrower is required to pledge the user revenues derived from the ownership and operation of their system (i.e. user charge system) as security for the loan. It can also be used as the dedicated source of repayment. The user revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan. However, unless prohibited by law, the Borrower can also choose any of the following as a dedicated source of loan repayment, with the user rates remaining as the security.

Please indicate the intended source of loan repayment below. (More than one source can be used.)

Revenue from:

- User Charges
- General Taxes
- Assessments - Provide authorizing legislation
- Other: Indicate source \_\_\_\_\_
- Other: Indicate source \_\_\_\_\_

**8.0 Other Funding Sources**

Indicate any other loans and/or grants the entity may be securing for this project. Please include the estimated award date and amount.

	<u>Est. Award Date</u>	<u>Est. Amount</u>		<u>Est. Award Date</u>	<u>Est. Amount</u>
OWDA	_____	_____	ACOE	_____	_____
OPWC	_____	_____	Revenue Bonds	_____	_____
CDBG	_____	_____	USDA-RD Loans	_____	_____
ARC	_____	_____	Other	_____	_____
			Specify Other Funding Source:	_____	_____

**9.0 WSRLA Project Information**

What does the project entail? (Check the applicable boxes)

Type of Work:

- New                       Repair                       Rehabilitation                       Replacement                       Upgrade
- Other (specify): \_\_\_\_\_

Component Type:

- Source:     Well(s)                       Intake Structure                      Treatment:     Water Plant                       Structure / Building

Treatment Process(es) (specify): \_\_\_\_\_

- Distribution:     Waterline                       Metering                       Water Storage                       Pump station
- Other (specify): \_\_\_\_\_

Project Description:

Briefly describe the work planned for component type checked. NOTE: 500 character limit

Warren County will design improvements to treat emerging contaminants, specifically, PFAS at our Richard A. Renneker Water Treatment Plant.

What problem(s) does the project address? (Check the applicable boxes, if any)

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Public health issue(s) | <input type="checkbox"/> Waterline breakage               | <input type="checkbox"/> Inadequate storage         |
| <input type="checkbox"/> MCL violation(s)                  | <input type="checkbox"/> Waterline undersized             | <input type="checkbox"/> Tie-in of other PWS(s)     |
| <input type="checkbox"/> Bacterial contamination           | <input type="checkbox"/> Regionalization                  | <input type="checkbox"/> No Meters                  |
| <input type="checkbox"/> Chemical contamination            | <input type="checkbox"/> Deteriorated intake              | <input type="checkbox"/> Deteriorated meters        |
| <input type="checkbox"/> Well contamination                | <input type="checkbox"/> Insufficient plant capacity      | <input type="checkbox"/> Unaccounted for water loss |
| <input type="checkbox"/> Insufficient source quantity      | <input type="checkbox"/> Plant deterioration              | <input type="checkbox"/> Distribution deterioration |
| <input type="checkbox"/> Insufficient pressure             | <input type="checkbox"/> Disinfection residual violations |   |
| <input type="checkbox"/> Other (specify): _____            |   |   |

**Attach project planning information that describes in detail all of the checked boxes for all design and/or construction projects.**

**10.0 Water Rate Information**

Is public drinking water currently provided to residents in the proposed project's service area? \_\_\_\_\_ Yes

If Yes, attach a copy of the Water and Wastewater Rate Ordinances or Resolutions and current rate structure (e.g., flat rate, base rate or step rate) as well as the billing period (i.e., monthly or quarterly).

If No, explain how residents will be charged or provide documentation:

**11.0 General Plan / Detailed Plan Submittal Information**

- |   |          |                     |
|---|----------|---------------------|
| Has the general plan been submitted to DDAGW? | No _____ | If Yes, Date: _____ |
| Has DDAGW approved the general plan?          | No _____ | If Yes, Date: _____ |
| Have detailed plans been submitted to DDAGW?  | No _____ | If Yes, Date: _____ |
| Has DDAGW approved detailed plans?            | No _____ | If Yes, Date: _____ |

**12.0 Project Schedules for Planning, Design, Construction, and HSTS**

**PLANNING SCHEDULE**

1. Submit a complete Loan Application with dedicated source of repayment and draft engineering agreement with scope of planning activities to be funded through this loan (no later than 60 days prior to #3)

2. Sign loan documents and return to DEFA (no later than 15 days prior to #3)

3. We request a Planning Loan by (indicate the 1<sup>st</sup> of the Month in which Loan is requested)

4. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards)

**DESIGN SCHEDULE**

1. Submit approvable Project Planning information, including complete I/I Analysis (generally 120 days prior to #4)

Note: For WSRLA design loan for water treatment plant projects must have an approvable General Plan submitted to Division of Drinking and Ground Waters through e-plan portal.

2. Submit a complete Loan Application which should include the borrower's financial information, a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA, a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (90 days prior to #4)

3. Sign loan documents and return to DEFA (no later than 15 days prior to #4)

4. We request a Design Loan by (1<sup>st</sup> of Month In which Loan is Awarded)

5. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards)

**CONSTRUCTION SCHEDULE**

1. Submit approvable Project Planning information and Director's General Plan approval (if applicable), including complete I/I Analysis (generally 200 days prior to #8)

Note: For WSRLA construction loan for water treatment plant projects must have an approved General Plan and approvable Detailed Plans submitted to Division of Drinking and Ground Waters through e-plan portal.

2. Submit complete Permit-to-Install / Plan Approval application (if applicable), including application, review fee, detail plans, contract documents, and specifications (170 days prior to #8)

2a. If the project requires a General Plan and review of detailed plans by DDAGW Engineering section (typically plant improvement projects), submit detailed plans to DDAGW (210 days prior to #8)

3. Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the Borrower to enter into a Loan Agreement with Ohio EPA and OWDA, a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (150 days prior to #8)

4. Advertise for construction bids (no later than 60 days prior to #8)

5. Open construction bids (no later than 30 days prior to #8) Be sure to allow for a minimum of 60 days to award contracts

6. Submit bid information to DEFA (no later than 21 days prior to #8)

7. Sign loan documents and return to DEFA (no later than 7 days prior to #8)

8. We request a Construction Loan by (1<sup>st</sup> of Month in which Loan is Awarded)

9. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards)

**HOUSEHOLD SEWAGE TREATMENT SYSTEM SCHEDULE**

1. Submit a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA

2. Submit a draft model construction contract document for Ohio EPA review

3. Submit a complete Loan Application

**13.0 Preparer Information**

This Nomination was prepared by (Name & Title): Christopher Wojnicz - Deputy Director

Signature:

Date: 2/17/2023

Telephone Number:

513-695-1646

**14.0 Authorized Representative Approval**

To the best of my knowledge and belief, as a representative of the governing entity, all information contained in this nomination for is true and correct.

Entity's Representative: Christopher Wojnicz

Title: Deputy Director

Signature:

Date: 2/17/2023

Nomination Form Date

# Resolution

Number 20-0376

Adopted Date March 03, 2020

## MODIFY RULES AND REGULATIONS - WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is the desire of this Board to amend the Rules and Regulations of the Warren County Water and Sewer Department to increase bi-monthly water and sewer rates for the next four years; and

1. That Section 8.02.A (Water Rates) of the Rules and Regulations of the Warren County Water and Sewer Department is hereby amended to read as follows:

For the minimum amount of usage up to 6,000 gallons per a bi-monthly billing period, the rate shall be as follows:

2020	\$25.86
2021	\$26.58
2022	\$27.36
2023	\$28.20

For all usage over the minimum 6,000 gallons per bi-monthly billing period, the rates per 1,000 gallons shall be as follows:

2020	\$4.31
2021	\$4.43
2022	\$4.56
2023	\$4.70

For every bi-monthly water bill a Replacement & Improvement Fee will be as follows:

2020	\$7.50
2021	\$7.50
2022	\$7.50
2023	\$7.50

Minimum bi-monthly charges and water usages shall be based on size of meter as follows:

Size of Meter	Minimum Bi-Monthly Charge				Gallons of Water
	2020	2021	2022	2023	
5/8"	25.86	26.58	27.36	28.20	6,000
3/4"	43.10	44.30	45.60	47.00	10,000
1"	86.20	88.60	91.20	94.00	20,000
1-1/2"	172.40	177.20	182.40	188.00	40,000
2"	431.00	443.00	456.00	470.00	100,000
3"	775.80	797.40	820.80	846.00	180,000
4"	1551.60	1594.80	1641.60	1692.00	360,000
6"	2586.00	2658.00	2736.00	2820.00	600,000
8"	4741.00	4873.00	5016.00	5170.00	1,100,000
10"	6896.00	7088.00	7296.00	7520.00	1,600,000
12"	9913.00	10189.00	10488.00	10810.00	2,300,000

2. That Section 8.03A (Sewer Rates) of the Rules and Regulations of the Warren County Water and Sewer Department is hereby amended to read as follows:

For the minimum of 6,000 gallons per single-family equivalent residential unit per bi-monthly billing period, the rates will be as follows:

2020	\$28.02
2021	\$28.02
2022	\$28.02
2023	\$28.02

For usage over the minimum of 6,000 gallons per single-family equivalent residential unit per bi-monthly billing period, the rate per 1,000 gallons of usage shall be as follows:

2020	\$4.67
2021	\$4.67
2022	\$4.67
2023	\$4.67

For the following subdistricts, which are billed bi-monthly on a flat rate basis, the sewer charge per single family equivalent residential unit shall be as follows:

<u>Subdistrict</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Carlisle	\$65.38	\$65.38	\$65.38	\$65.38

3. That all other provisions of Sections 8.02 and 8.03 shall remain unchanged by this action.
4. That these modifications are effective upon adoption and will be implemented during next utility billing cycle.

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

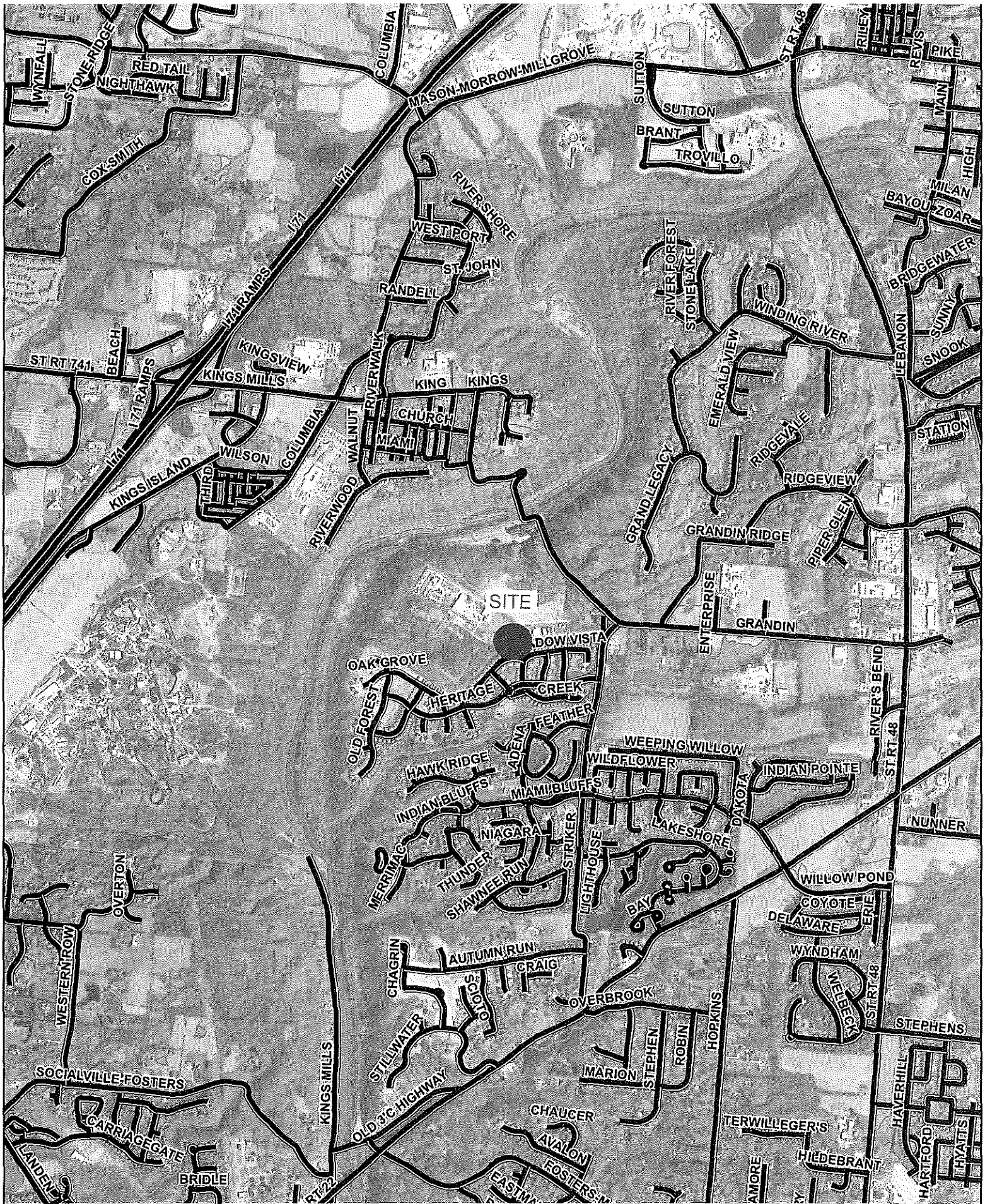
Mr. Young -- yea  
Mr. Grossmann -- yea  
Mrs. Jones -- yea

Resolution adopted this 3<sup>rd</sup> day of March 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)



RARWTP SITE MAP



## PROJECT INFORMATION

Warren County, Ohio  
Granular Activated Carbon Upgrades at Richard A. Renneker WTP

## PROJECT DESCRIPTION

### 1. Introduction and Purpose

Warren County operates Public Water System (PWS) OH8301512, Richard A. Renneker, located at 6193 Striker Road, Maineville, OH 45039.

#### **Richard A. Renneker Water Treatment Plant**



Warren County, with the assistance of the Ohio EPA, began testing for PFAS in June 2020 in our treated and finished water at the Richard A. Renneker Water Treatment Plant (RARWTP). We tested for six (6) PFAS contaminants: PFOA, PFOS, GenX, PFBS, PFHxS, and PFNA. The results are in Table 1 below. These results showed elevated levels of PFOS which were above the Statewide Action Levels at the time.

**PROJECT INFORMATION**

Warren County, Ohio  
Granular Activated Carbon Upgrades at Richard A. Renneker WTP

**TABLE 1**

PFAS Compound	Statewide Action Level (ng/L)	Your PWS	
		EP001 Treated Water (ng/L)	RS001 Raw Water (ng/L)
PFOA	>70 single or combined with PFOS	<5	<5
PFOS	>70 single or combined with PFOA	6.2	11.9
GenX	>700	<25	<25
PFBS	>140,000	<5	<5
PFHxS	>140	<5	<5
PFNA	>21	<5	<5

**PROJECT INFORMATION**

Warren County, Ohio  
 Granular Activated Carbon Upgrades at Richard A. Renneker WTP

As a follow up to these test results, Warren County, with the assistance of the Ohio EPA sampled again in August and September 2022, expanding our data points to include all wells and entry points. The results are in Table 2 below.

**TABLE 2**

	<b>PFOA</b>	<b>PFOS</b>	<b>GenX</b>	<b>PFBS</b>	<b>PFHxS</b>	<b>PFNA</b>
Statewide Action Level (ng/L) at Entry Point	>70 single or combined with PFOA	>70 single or combined with PFOA	>21	>2,100	>140	>21
Entry Point *	< 2.59	14.7	< 2.59	< 2.59	< 2.59	< 2.59
RS001R *	< 2.63	3.91	< 2.63	< 2.63	< 2.63	< 2.63
RS002R *	< 2.68	6.66	< 2.68	< 2.68	2.99	3.36
RS003R *	< 2.68	< 2.68	< 2.68	< 2.68	< 2.68	< 2.68
RS001SOD *	3.36	< 2.63	< 2.63	3.18	3.26	< 2.63
RS002SOD *	2.75	2.59	< 2.50	3.38	< 2.50	< 2.50
RS003SOD *	< 2.50	3.76	< 2.50	< 2.50	< 2.50	< 2.50
RS004SOD *	< 2.68	< 2.68	< 2.68	< 2.68	< 2.68	< 2.68
RS005SOD *	< 2.59	< 2.59	< 2.59	< 2.59	< 2.59	< 2.59
Entry Point **	< 2.63	22.3	< 2.63	< 2.63	< 2.63	< 2.63
RS001 (East WF) **	< 2.63	35.4	< 2.63	< 2.63	< 2.63	< 2.63
RS001D (East WF) **	< 2.63	35.0	< 2.63	< 2.63	< 2.63	< 2.63
RS004E **	< 2.59	21.5	< 2.59	< 2.59	< 2.59	< 2.59
RS005E **	< 2.63	20.9	< 2.63	< 2.63	< 2.63	< 2.63
RS006E **	4.00	49.3	< 2.63	2.95	< 2.63	< 2.63
RS009E **	3.61	34.3	< 2.68	2.70	< 2.68	< 2.68
RS010E **	< 2.63	12.5	< 2.63	< 2.63	< 2.63	< 2.63
RS012T **	< 2.68	26.8	< 2.68	< 2.68	< 2.68	< 2.68

\*August samples

\*\*September samples

These results also showed elevated levels of PFOS and PFOA above the US EPA's Health Advisory Levels released in 2022. Warren County has recently completed upgrades to the RARWTP by installing nanofiltration for softening purposes. These upgrades will help eliminate some of the PFAS in the source water, but the bypass stream and discharge water still remain untreated and greater than 75% above the Health Advisory Levels. In December 2022, Warren County partnered with the US EPA office in Cincinnati to begin sampling the raw, treated, bypass, and discharge water at the RARWTP. They intend to use our facility as a pilot program for several PFAS removal technologies. This project is being led by Mr. Thomas Speth. We anticipate using results from these tests as well as the planning document developed by our consultant, AECOM, to design and construct upgrades to the County's RARWTP, by adding a granular activated carbon treatment process to remove PFAS.

**PROJECT INFORMATION**

*Warren County, Ohio  
Granular Activated Carbon Upgrades at Richard A. Renneker WTP*

**2. Existing Situation**

Warren County currently sources water from an aquifer along the Little Miami River. We operate 4 wellfields, East, Thompson, Sod Farm and Revis, in this area with a firm capacity of 15.91 MGD. The water quality data for each well can be found in Table 3 below. The RARWTP currently treats for elevated levels of iron, manganese and hardness with aeration, detention, gravity filtration, membrane filtration and disinfection.



**PROJECT INFORMATION**

*Warren County, Ohio*

*Granular Activated Carbon Upgrades at Richard A. Renneker WTP*

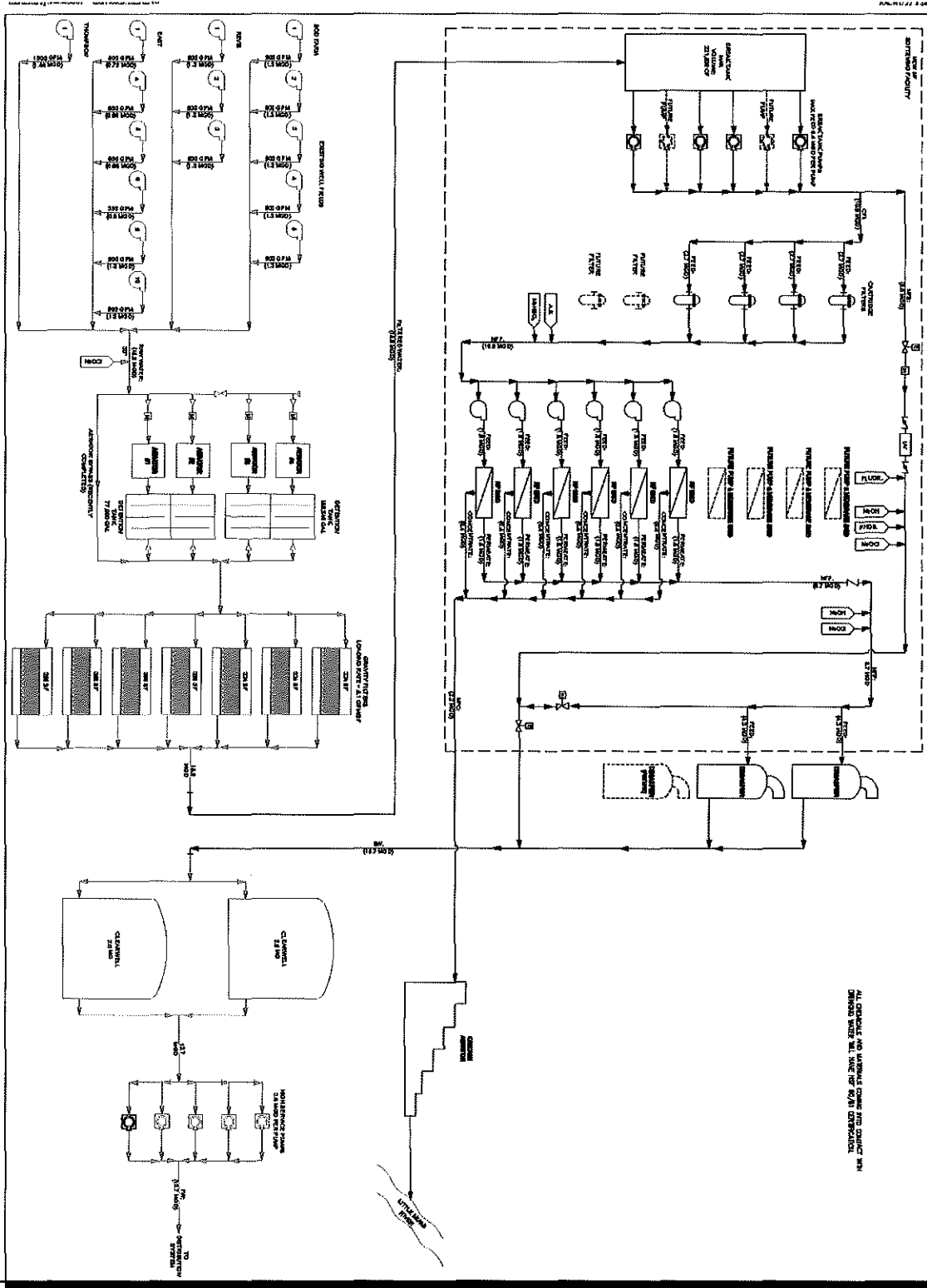
The RARWTP provides water to approximately 15,000 customers. The RARWTP is rated for 13.7 MGD. We currently treat average and maximum flows of 3.5 MGD and 5.5 MGD respectively. The service area is highly residential with some commercial. A process flow diagram of the existing plant can be found below in Exhibit A.

**PROJECT INFORMATION**

Warren County, Ohio

Granular Activated Carbon Upgrades at Richard A. Renneker WTP

**EXHIBIT A**



**PROJECT INFORMATION**

Warren County, Ohio  
Granular Activated Carbon Upgrades at Richard A. Renneker WTP

**3. Future Conditions**

Warren County continues to be one of the fastest growing counties in Ohio and we anticipate that trend to continue. We will be designing to a 20-year demand. Our projections are listed in Table 4 below.

**Table 4**

<b>Year</b>	<b># Of Customers</b>	<b>Avg. Day Demand (MGD)</b>	<b>Max Day Demand (MGD)</b>
2023	15,000	3.5	5.5
2028 *	20,650	6.1	10.6
2033	21,900	6.5	11.3
2038	23,150	6.9	11.9
2043	24,400	7.2	12.6

\* Addition of Socialville Public Water System to Richard A. Renneker Water System

Additional projects within the Richard A. Renneker Public Water System include:

- 1) Additional transmission mains to serve the residents of our Socialville Public Water System. Warren County currently purchases water from Greater Cincinnati Water Works to serve this area. These improvements will be complete by the end of 2025.
- 2) Exploration and development of wells along the Little Miami River aquifer, specifically in the area known as Middletown Junction.
- 3) Continual replacement of aging water mains.

**4. Alternatives**

Warren County has explored the option of regionalization, however at this time it is not cost effective for our utility or our customers. Through the current planning process we will evaluate the treatment alternatives for PFAS removal, including ion exchange, granular activated carbon and nanofiltration.

**5. Selected Alternative**

Warren County is currently working through the planning process with our consultant, AECOM, to select the alternative. Granular activated carbon continues to be the viable option.

**6. Preliminary Estimate**

The preliminary estimate for the improvements is \$15, 600 for the study, \$2,000,000 for design and \$9,500,000 for construction.

**7. Public Participation**

We will be keeping the public informed as the project progresses.

**8. Environmental Issues**



**PROJECT INFORMATION**

*Warren County, Ohio*

*Granular Activated Carbon Upgrades at Richard A. Renneker WTP*

Warren County does not have any environmental concerns with the site as we will be expanding on our current site footprint. Environmental issues from the disposal of spent media will need to be addressed.

**9. Funding**

All funding will be in the form of WSRLA Emerging Contaminant Grants.

## CHANGE ORDER

In accordance with the Professional Engineering Services Agreement ("Agreement") dated May 29, 2018 between Warren County, Ohio ("Client") and AECOM Technical Services, Inc. or "AECOM". This Change Order, with an effective date of \_\_\_\_\_, 2022 modifies the Professional Engineering Services Agreement as follows:

1. **Changes to the Services:**

Addition of services outlined in Attachment 1 for PFAS Study

2. **Change to Deliverables:**

See Attachment 1

3. **Change in Project Schedule** (attach schedule if appropriate):

None

4. **Change in AECOM's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

Following existing Contract provisions. Total additional billable fees of \$15,600 as shown in attachment 1.

5. **Project Impact:**

None

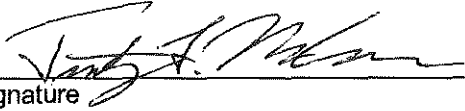
6. **Other Changes** (including terms and conditions):

None

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT: Warren County, Ohio**

  
Signature

\_\_\_\_\_  
Signature

Timothy F. McCann, P.E.  
Printed Name

\_\_\_\_\_  
Printed Name

Associate Vice President  
Printed Title

\_\_\_\_\_  
Printed Title

8/22/2022  
Date

\_\_\_\_\_  
Date

**Address:**  
277 West Nationwide Blvd.  
Columbus, OH 43215

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

[End of the Change Order]



**Scope of Services:** AECOM previously performed design of the Richard A. Renneker Water Treatment Plant improvements and membrane softening addition project. The County has identified PFAS in the plant's water supply and a single data point of 8.57 ng/L as PFOS was provided. Given the recent PFOS Interim Updated Lifetime Health Advisory of 0.02 ng/L issued by US EPA (June 2022), the County would like to investigate alternatives for removal of PFOS. Under this scope of service, AECOM will prepare a technical memorandum to outline the general requirements of adding a granular activated carbon (GAC) treatment process to 1) the membrane bypass flow and 2) the entire filtered water flow including the following considerations:

1. Design flow of the GAC facility is 5.0 MGD for bypass flow alternative, and a facility of approximately 3 times that capacity (15 MGD) for the filtered water plant flow alternative.
2. Pressurized GAC vessels will be considered and the existing low service pumps at the membrane facility will be assessed for suitability of feeding the GAC system and downstream components for the bypass flow option.
3. For each flow, provide a summary of the estimated number of GAC vessels, diameter of each vessel, volume of GAC in each vessel, sizing of ancillary components, etc. for a complete system. A bench-scale GAC column study would be required to properly size the GAC vessels, which is not being performed in these services. Rather, an approximate range of typical design values for vessel loading, empty bed contact time, carbon life, and other design parameters will be provided.
4. Provide a conceptual 2D layout of the facilities (identifying minimum and maximum sizes identified in item 3 above) and identify potential locations at the plant property where the facility could be constructed.
5. Provide a discussion of spent GAC disposal requirements and provide a range of anticipated time between required GAC replacement.
6. Provide planning level cost estimates (AACE Class V) for the minimum and maximum sized facilities, based on equipment quotes with factored installation costs, building costs per square foot, and -50% to +100% contingency.

**Schedule:** AECOM will provide a draft memorandum within 60 days of your authorization. Any County-requested revisions to the initial draft will be incorporated into a final version of the document (if needed) and will be provided in a timely manner following such comments and requests. The deliverable includes electronic PDF documents.

**Compensation:** AECOM will complete the noted scope of services for a fee not to exceed \$15,600 with a breakdown of task activities and hours noted in the table below.

Task Description Summary	Sr. Engineer	Jr. Engineer	PM	CADD	QA/QC	Total Hours	Total Fee
<b>GAC Facility Memorandum</b>							
Calculations / GAC System Sizing	4	8				12	\$2,100
GAC Facility & Site Layout	4	12		4		20	\$3,100
Mfg. Coordination & Cost Estimate	4	12				16	\$2,600
Misc. Meetings & Team Coordination	2	2		2		6	\$1,000
Draft / Final Technical Memorandum	8	16		2	8	34	\$5,900
Project Management & Controls			6			6	\$900
<b>TOTALS</b>	<b>22</b>	<b>50</b>	<b>6</b>	<b>8</b>	<b>8</b>	<b>94</b>	<b>\$15,600</b>



8/22/2022

Task Description Summary	Sr. Engineer	Jr. Engineer	PM	CADD	QA/QC	Total Hours	Total Fee
<b>GAC Facility Memorandum</b>							
Calculations / GAC System Sizing	4	8				12	\$2,100
GAC Facility & Site Layout	4	12		4		20	\$3,100
Manufacturer Coordination & Cost Estimate	4	12				16	\$2,600
Misc. Meetings & Team Coordination	2	2		2		6	\$1,000
Draft / Final Technical Memorandum	8	16		2	6	34	\$5,900
Project Management & Controls			6			6	\$900
<b>TOTALS</b>	<b>22</b>	<b>50</b>	<b>6</b>	<b>6</b>	<b>8</b>	<b>94</b>	<b>\$15,600</b>

# Resolution

Number 23-0249

Adopted Date February 28, 2023

AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN WORKERS' COMPENSATION SETTLEMENT AGREEMENT RELATIVE TO FORMER EMPLOYEE THOMAS BOWMAN

WHEREAS, former Warren County employee and Workers' Compensation claimant Thomas Bowman has agreed to release and settle any and all pending claims arising from injuries sustained during the course of his employment with Warren County; and

WHEREAS, the Board of County Commissioners, as a self-insured employer, has previously authorized settlement of all of Bowman's Workers Compensation claims in exchange for \$2,000 and waiver of subrogation right arising out of Warren County Common Pleas Case number 21CV093924; and

WHEREAS, payment has previously been made to the Board in the amount of \$3,699 as subrogation for claims paid for BWC claim number 20-129823, arising out of settlement of Warren County Common Pleas Case number 21CV093924; and

WHEREAS, Mr. Bowman now wishes to settle his BWC claims pursuant to the Board's offer; and

NOW THEREFORE BE IT RESOLVED, to authorize the Deputy County Administrator to sign the BWC SI-42 Self-insured Joint Settlement Agreement and Release on behalf of the Board of County Commissioners, said agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to authorize payment to Thomas Bowman in order to carry out the terms of the Agreement on behalf of the Board.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Bowman, Thomas  
Michael Weber  
Sedgwick  
OMB (file) - Tammy Whitaker

# Resolution

Number 23-0250

Adopted Date February 28, 2023

APPROVE THE HIRING OF GRAYDON HEAD & RITCHEY LLP AS AN ATTORNEY FOR A PARTICULAR MATTER TO THE BOARD IN ITS OFFICIAL CAPACITY RELATIVE TO DEFENSE OF A PARTICULAR WORKERS' COMPENSATION CLAIM FOR PERMANENT TOTAL DISABILITY

WHEREAS, in accordance with R.C. 305.14 (B) and R.C. 309.09(C), this Board may employ legal counsel other than the prosecuting attorney of the county to represent it in any matter of public business that comes before the Board; and

WHEREAS, in accordance with R.C. 309.09 (C), whenever this Board employs an attorney other than the county prosecuting attorney, without the authorization of the court of common pleas as provided in R.C. 305.14 (B), either for a particular matter or on an annual basis, to represent the Board in its official capacity and to advise it on legal matters, the board shall enter upon its journal an order of the board in which the compensation to be paid for legal services shall be fixed, and paid from the general fund, as long as such compensation, in any year, shall not exceed the total annual compensation of the county prosecuting attorney; and

WHEREAS, a majority of the Board desires to employ an attorney other than the county prosecuting attorney, without court intervention, for a particular matter; and

WHEREAS, this Board has been presented with an engagement letter for the aforementioned purposes that establishes a rate of \$295 per hour for time billed by the assigned attorney, plus expenses; and

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote concur as follows:

- 1) the Board does hereby approve and authorize the County Administrator to execute the said engagement letter, a copy of which is attached hereto.
- 2) the Board does hereby order the compensation to be paid out of the general fund for such legal services, upon following the County's purchase order and voucher process, to be fixed at the rate(s) of \$295 per hour for services of the firm, plus expenses, subject to the aggregate amount of legal services rendered, in any year, may not exceed the annual compensation of the Warren County Prosecuting Attorney.
- 3) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.
- 4) All action taken relating to and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

5) This resolution shall take effect immediately.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution No. 23-0258 adopted February 28, 2023, by the Board of Commissioners of Warren County, Ohio.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Graydon Head & Ritchey LLP  
David Fornshell, Pros Office  
T Whitaker, OMB  
Graydon Head & Ritchey LLP



# GRAYDON

312 Walnut Street  
Suite 1800  
Cincinnati, OH 45202

Main 513 621 6464  
Fax 513 651 3836

Lyndsey R. Barnett  
Partner  
Direct: 513.629.2817  
lbarnett@graydon.com

February 23, 2023

*Via Email - tammy.whitaker@co.warren.oh.us*

Ms. Tammy Whitaker  
Employee Benefits/Safety Officer  
Warren County, Ohio  
406 Justice Drive  
Lebanon, OH 45036

**Re: Legal Representation**

Dear Tammy:

Thank you for considering expanding your relationship with Graydon Head & Ritchey LLP. From our discussions, we understand if we are engaged for this new work it will be to assist Warren County with a permanent total disability workers' compensation claim. This advice would be billed at our regular hourly rates in effect as of the date of service. Jennifer Brill will be your primary contact for this work. Her current billable rate is \$295 per hour.

As I have mentioned, on April 3, 2023, our firm is combining with the Bricker & Eckler firm in Columbus and the new firm will be Bricker Graydon LLP. By signing this engagement letter, or confirming your approval in an email to me, you are agreeing that, unless directed otherwise in writing, this engagement will continue with Bricker Graydon LLP and will be subject to the same terms set forth herein.

We believe it is essential to the establishment of a strong attorney-client relationship that, at the outset, we explain fully our expectations. Accordingly, I am enclosing an explanatory memorandum describing the general terms and conditions. Our goal is to meet or exceed your expectations at all times. If for some reason you feel your needs are not being met to your satisfaction, we want to hear from you. Should any questions or concerns arise regarding any aspect of our services to you, we encourage you to contact me directly.

If you have any questions regarding our policies, please feel free to call me. On behalf of all of us at Graydon Head & Ritchey LLP, we look forward to working with you.

Very truly yours,

GRAYDON HEAD & RITCHEY LLP

*Lyndsey R. Barnett*

Lyndsey R. Barnett

LRB/las

AGREED: 

12671347.1

*Approved as to firm:*

*Kristen M. J.*

*Asst. president*

# Standard Terms of Engagement Memorandum



## The Graydon/Client Relationship

Graydon Head & Ritchey LLP ("Graydon") is committed to establishing and maintaining strong client relationships. This Memorandum describes the general scope of our legal services, our fees and billing practices, and governs all aspects of our legal representation, unless otherwise agreed in writing. The specific legal services that we will provide to you (the "Scope of Work") are described in the Engagement Letter accompanying this Memorandum. Graydon's representation is limited to the Scope of Work described in that letter and does not extend to representation of you or your interests in any other matter. However, the terms of this Memorandum will apply to any additional services added to the original Scope of Work, and to future engagements. If you have questions, we invite you to discuss them with your Client Manager.

It is our policy that the person or entity that we represent is identified in our Engagement Letter and does not include any affiliates of such person or entity. For example:

- If you are an individual, Graydon does not represent any family member, friend, business associate, executor, or administrator.
- If you are a corporation, limited liability company or partnership, Graydon does not represent any parents, subsidiaries, employees, officers, directors, managers, shareholders, members or partners of the business entity, or commonly owned business entities.
- If you are a trade association, Graydon does not represent any members of the trade association.

For conflict of interest purposes, you agree that we can represent another client with interests adverse to any such affiliate without obtaining your consent.

## Professional Services

In order to represent you within the Scope of Work, we assume you will, and you agree to, provide us with all the information necessary to understand your legal needs, whether or not we specifically request it.

In addition, you agree to be candid and cooperative with us and to keep us informed with complete and factual information, documents, and other communications relevant to the Scope of Work, or otherwise reasonably requested by us. Because we must be able to contact you, you agree to ensure that we have your up-to-date name, address, phone number, email address, contact person, state of organization, and other relevant contact information for you or your business. When we need to consult or obtain your authorization, we will contact you using the latest information in our records.

Also, because all legal communications between us are confidential and must be properly maintained and filed, we discourage instant messaging. All instructions, authorizations, and substantive communications regarding our legal services should be communicated by letter, telephone, or from your official email.

Any views we may express about a potential outcome of our representation are simply reflections of our best professional judgment at the time. Our views are limited by our knowledge of the facts and based on the state of the law and our interpretation of the law at the time our views are expressed. Our views are not a guarantee of a result, and we cannot guarantee specific results in any legal matter.

The Firm's attorneys often write informational newsletters, blogs, and social media posts. These items are not legal advice, but are intended to alert clients and the general public about issues for which they might want to seek legal advice. Whether one of these social media type publications touches on a topic within your Scope of Work or not, none are intended as legal advice, and you agree not to treat them as such.

## **Insurance Coverage**

You agree to review your insurance coverage and advise us if you believe you have insurance that might cover the Scope of Work. We will review, at your request, your insurance policies to investigate whether you have applicable coverage.

## **Staffing of Projects**

When you engage Graydon, you engage the entire law firm. Unless otherwise agreed, the attorney with whom you initiated your relationship with Graydon will, as your Client Manager ("CM"), be your primary contact with the Firm. While you may request that specific attorneys handle various matters for you, circumstances often arise where, in order to provide proper representation, other Graydon attorneys and paralegals are necessary. We strive to assign lawyers and staff to matters based upon experience, expertise, the nature and scope of the work, and the time constraints imposed.

## **Fees for Professional Services**

We customarily charge an hourly fee for legal services, which currently range from \$250 to \$675, depending on the attorney's level of experience and expertise. Our current paralegal rates range from \$190 to \$285 per hour. Our guideline billing rates are periodically subject to change without notice.

Factors beyond the number of hours may also be considered when determining the fee for a particular project, including the degree of complexity, the value of the results obtained, the time limitations imposed, and the extent to which extraordinary efforts are required. We will discuss any such factors to be included in the determination of our fee. In addition, we are willing to discuss alternative billing or fee arrangements in advance of performance. Alternative arrangements are effective only when agreed to in writing by both of us.

Because of the potential for unpredictable and unforeseen circumstances, we normally cannot quote a precise fee total for the Scope of Work. At your request, we will endeavor to estimate the amount of the total fee where the nature of the project allows us to do so. Any estimate is with the clear understanding that it is not a maximum or a fixed-fee quotation, and you understand that the cost is frequently more or less than the estimated amount.

## **Disbursements and Third Party Services**

In addition to our hourly fees for professional services, you will also be charged directly for any significant miscellaneous services and cash disbursements incurred on your behalf. These services and expenses include items such as document reproduction, charges for the management and storage of electronic data related to your matter, extraordinary postage, certain staff overtime, on-line research services, and necessary travel expenses (including transportation, lodging, meals, and other related expenses).

At times, we may be required to make commitments to pay third-parties on your behalf. Depending on the circumstances, you may be asked to advance funds to reimburse us for payments made or to be made by us on your behalf, or to pay the third-party directly. These disbursements include items such as regulatory filing fees, special messengers, express deliveries, outside document management and copying services, service of process and court fees, stenographer and videographer fees, expert witness fees, and local or special counsel fees. All such expenses are your responsibility.

## **Invoices and Payments**

Our invoices describe our activity and the amount of charges incurred and we typically send them on a monthly basis. If charges incurred in any month are nominal, however, billing may be deferred until the next month. We offer a variety of invoice formats to summarize the services performed, the fees, and related disbursements in a manner that you prefer.

Our invoices are payable upon receipt. We include a carrying charge of 1.5% per month on outstanding balances for invoices remaining unpaid past 30 days from the invoice date. If our invoices are not timely paid, the attorneys involved will only be permitted to continue working on your behalf with the permission of the Chair of the Firm's Executive Committee. If the delinquency continues and satisfactory payment arrangements are not made, we will, subject to any necessary tribunal approval, withdraw from the representation and may pursue collection of your account. We will, upon request, accept payment by credit card. In the event of any collection action, you agree to pay the costs incurred to collect the balance; including court costs, filing fees, and reasonable attorney's fees.

If you have questions or preferences regarding your invoices or the billing process in general, please contact Joy Murphy, our Accounting Manager, at 513-629-2869. Joy will be happy to work with you to meet your needs.

## **Retainer Policy**

We may ask you, either at the outset of a matter or later, for a retainer deposit, against which our fees and disbursements will be applied. Such a retainer deposit will be held in Graydon's trust account and applied toward your unpaid invoices at the conclusion of the Scope of Work, unless otherwise agreed. You agree that we may, in our discretion, apply some or all of the retainer deposit toward any unpaid invoices, in which case we may ask you to replenish and/or increase the retainer deposit balance. At the conclusion of our legal representation, or when the deposit is unnecessary or appropriately applied to an unpaid balance, any amount in Graydon's trust account will be returned to you.

## **Professional Responsibility and Conflicts of Interest**

All attorneys are required to abide by the applicable Rules of Professional Conduct ("RPC"). Within the RPC are rules relating to actual or potential conflicts of interest. At the outset of our representation of you, and for each subsequent engagement, we undertake to identify potential and actual conflicts between your interests and those of others whom we currently represent or have previously represented, based upon the facts as we know them at the time of each engagement. It is always possible that during the course of our relationship, new facts arise which, under the RPC, could require us to withdraw from further representation of you, or seek specific consent from you and another current or former client in order to continue representing you. If a conflict situation arises, we will take appropriate steps to resolve the conflict or other problems, if possible. If you perceive an actual or potential conflict, please promptly contact your CM.

## **Advance Consent to Conflicts**

Graydon represents many other businesses and individuals. It is possible that during the time we are representing you, we may also represent other clients in matters unrelated to this representation, where your respective interests are adverse. For example:

- If you have a lending relationship with a Graydon client, we may represent the other party in an unrelated matter in which your interests are adverse, including an unrelated matter arising out of that lending relationship.
- If you have an employment relationship with a Graydon client, we may represent the other party in an unrelated matter where your interests are adverse, including an unrelated matter arising out of that employment relationship.
- If you have a business relationship with a Graydon client, we may represent the other party in an unrelated matter where your interests are adverse, including an unrelated matter arising out of that business relationship.

You agree that our representation of you, as described in the Scope of Work, will not disqualify our Firm from representing other clients in matters, including litigation, that are unrelated to the Scope of Work. You consent to waive any conflict of interest related to those representations. Graydon agrees, per the governing RPC, not to divulge any confidential or nonpublic information about you that we acquire as a result of our Scope of Work, or to use any such information to your material disadvantage in connection with any matter in which we represent a party adverse to you.

## **Internal Consultation with Counsel to the Firm or Risk Management Counsel**

From time to time, lawyers or others in the Firm will consult with either or both of the Graydon lawyers designated as Counsel to the Firm and Risk Management Counsel ("Risk Counsel") on ethical and other professional-conduct issues, including issues involving potential claims against the Firm that arise in connection with the Firm's representation of a client. As a condition of Graydon's representation, you agree that lawyers and others in the Firm may consult with Risk Counsel regarding the Firm's representation of you, even if the consultation involves a dispute or potential dispute between you and the Firm. You also agree that all Risk Counsel consultations are protected from disclosure, including disclosure to you, by the attorney-client privilege to the extent permitted by law.

## **Litigation Matters – Litigation Holds**

If our representation involves litigation, the threat of litigation, or a regulatory or other process that may require us to produce information to another party, whether or not that party is adverse, applicable laws and rules likely require us to preserve information. Any failure to do so may result in severe financial and procedural consequences. These are generally called "Litigation

Holds." The obligation is to preserve both hard-copy and electronically stored information (ESI), and it applies to information that exists at the time of the engagement as well as that which is created later. If we agree to represent you in such a matter, then you agree that you understand your duty to preserve all information, including ESI, relating to the Scope of Work, regardless of where it is located or what form it is in, until otherwise notified. That means all records, communications, and data. For example, memoranda, letters, spreadsheets, databases in your possession or under your control, calendars, cellular and land-line phone data and logs, electronic storage devices, computer drives, emails (including attachments), voice mail, instant messages, audio, video, CD's, charts, handwritten notes, drafts, files, backups, and other materials. This applies to your entire organization and will almost certainly require IT assistance to preserve, or "hold," the information properly. You acknowledge that you understand Litigation Hold duties.

## **Resolving Disagreements**

We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, however, such issues are usually resolved quickly and amicably between you and your CM. We encourage prompt conversations to resolve any disagreement. If the issue is not resolved satisfactorily, we urge you to discuss your concerns with the Chair of the Firm's Executive Committee, J. Michael Debbeler. Mike's direct-dial phone number is 513-629-2704.

## **Ending the Attorney-Client Relationship**

You may terminate our services and representation at any time upon written notice to us. The termination of Graydon as your counsel, however, does not relieve you of the obligation to pay for services already provided, including work in progress and remaining incomplete at the time of termination. You also agree to pay for all expenses incurred on your behalf through the date of termination and as a result of termination.

Similarly, we reserve the right to withdraw from our representation, as required or permitted by the applicable RPC, upon written notice to you. In the event that we terminate the engagement, we will take all necessary and reasonable steps to protect your interests within the Scope of Work, and you agree to take all necessary steps to free us from continued performance obligations. This may include the execution of required withdrawal documents. We will be entitled to be paid for all services rendered and costs and expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court, alternative dispute resolution panel, or other tribunal, then you agree not to oppose our prompt request for permission. You are also solely responsible for engaging new counsel, should you wish to do so.

Unless previously terminated, our representation of you as described in the Scope of Work will terminate upon the earlier of a written indication of termination or completion, or our sending you a final statement for services rendered in the matter.

Following termination of our services and at your request within 5 years, your papers and property will be returned to you. Our own files will be retained by the Firm as permitted by the applicable RPC, unless otherwise agreed. The Firm files may include administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal attorneys' work product prepared for the internal use of our attorneys. We reserve the right to securely destroy or dispose of the records retained by us within a reasonable time, or 5 years, after the termination of our representation.

After completion of the legal services described in the Scope of Work, changes in the law may occur, and those changes may impact your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice, the Firm will have no continuing obligation to advise you with respect to future legal developments.

## **Dedication to Service**

Graydon is dedicated to quality client service. Our goal is to exceed your expectations at all times. We appreciate the trust you have placed in us and look forward to working with you. If you have any questions regarding these Terms of Engagement, please discuss them with your Client Manager.

# Resolution

Number 23-0251

Adopted Date February 28, 2023

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report 1; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Completion Report 1 as attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)  
Telecom (file)



# CENTRALSQUARE

TECHNOLOGIES

## Warren County, OH - ANI/ALI Interface to be reparsed Q-106160 Task Completion Report Number - 1

Reference Q-106160

Effective Date: 2/8/2023

The purpose of this Task Completion Report ("TCR") is to document the mutual acceptance between CentralSquare and Client of the items listed in this TCR, in reference to Warren County, OH - ANI/ALI Interface to be reparsed Q-106160

### Completion of Project Deliverable:

The following Project Deliverable(s) have been completed:

1. ANI/ALI Interface reparsed

### Acknowledgement:

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will be deemed accepted. Acceptance of this TCR will close out the deliverable(s), milestone(s), and/or project, as applicable. Any delays in the execution or acceptance of this TCR may result in a project slowdown or stoppage.

Please sign and return this TCR to CentralSquare.

### Approvals

Client Project Manager Print Name: Shannon Jones

Signature: [Handwritten Signature]

Date: 2.28.23

CentralSquare Project Manager Print Name: Dawn Buss

Signature: [Handwritten Signature]

Date: 2/8/2023

# Resolution

Number 23-0252

Adopted Date February 28, 2023

## ACKNOWLEDGE PAYMENT OF BILLS

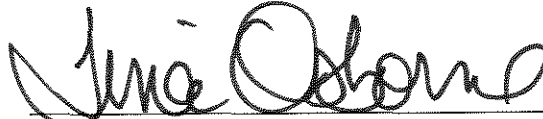
BE IT RESOLVED, to acknowledge payment of bills from 2/21/23 and 2/23/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor



# Resolution

Number 23-0253

Adopted Date February 28, 2023

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR LAS COLINAS DE LEBANON, LLC FOR COMPLETION OF IMPROVEMENTS IN CEDAR TRACE, SECTION IV SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE

Bond Number	: 07-015 (P)
Development	: Cedar Trace, Section IV
Developer	: Las Colinas De Lebanon, LLC
Township	: Turtlecreek
Amount	: \$55,397.15
Surety Company	: Lexon Insurance Company (1021057)

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

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

Resolution adopted this 28th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Las Colinas De Lebanon, LLC, Attn: R Gallenstein, 4759 Cornell Rd, Cincinnati, OH 45241  
Sompo International, Attn: Elizabeth Brooks, 12890 Lebanon Rd, Mt. Juliet, TN 37122  
Engineer (file)  
Bond Agreement file

# Resolution

Number 23-0254

Adopted Date February 28, 2023

APPROVE CEDAR RIDGE DRIVE AND BARN OWL COURT IN CEDAR TRACE SUBDIVISION, SECTION IV FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Cedar Ridge Drive and Barn Owl Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2456-T	Cedar Ridge Drive	5'-24'-5'	0.252
2457-T	Barn Owl Court	5'-24'-5'	0.184

NOW THEREFORE BE IT RESOLVED, to accept the above street names for public maintenance by Turtlecreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Engineer (file)  
Developer  
Bond Agreement file

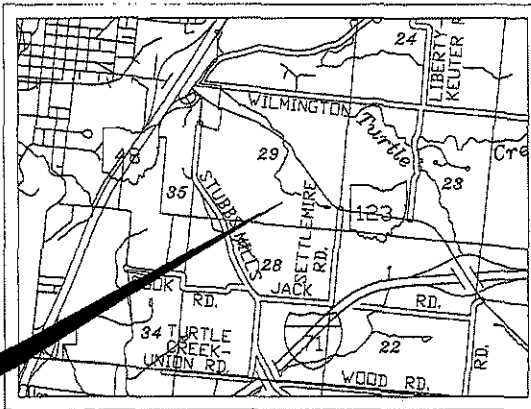
# RECORD PLAT CEDAR TRACE SECTION IV

LOCATED IN  
SECTION 29, TOWN 5, RANGE 3  
TURTLECREEK TOWNSHIP,  
WARREN COUNTY, OHIO  
APRIL 2007

SITE SUMMARY: (TOTAL SUBDIVISION ACREAGE = 127.4191 ACRES)

LOTS 69-93:	87.3257	30.7435	
	<del>157.4677</del>	<del>30.7435</del>	ACRES
RIGHT-OF-WAY (PH IV):	150,586.9725	3.4570	ACRES
TOTAL PHASE IV:	1,489,774.2082	34.2005	ACRES

PHASE IV - 25 LOTS 69-93



LOCATION MAP  
Scale: 1" = 2000'



**OWNER/DEVELOPER**  
**LAS COLINAS DE LEBANON, LLC**  
4759 CORNELL ROAD  
CINCINNATI, OHIO 45242  
(513) 530-0770  
O.R. 1824 PAGE 110



CERTIFICATE OF SURVEYOR:  
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION, ON 8/26/09 AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN.

Mark Walker  
PROFESSIONAL SURVEYOR NO. 8282

**LAND REVISIONS:**  
SETBACKS IN SECTION 29, TOWN 5, RANGE 3, TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 24 ACRES AND BEING PART OF THE SAME TRACT AS SHOWN TO LAS COLINAS DE LEBANON, LLC AND DISCLOSED IN DEED (OFFICIAL RECORD) BOOK 1824, PAGE 110, WARREN COUNTY, OHIO.

THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY INCLUDING STORM, SEWERAGE, DETENTION/RETENTION BASINS, AND SLUMP MADDS.

IN GENERAL, PROPERTIES MATCH ADJACENT PROPERTIES AND SURVEY RECORDS. THIS PLAT IS THE RESULT OF A PRESENT FIELD SURVEY AND MONUMENTS HAVE BEEN SET AS SHOWN HEREON. OCCUPATION IN GENERAL FITS SURVEY.

**DEDICATION:**  
WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LTR HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE DEDICATION OF SAID PLAT AND DO HEREBY DEDICATE THE STREETS, RANGES OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE AND PURPOSES. ANY PUBLIC UTILITY DEDICATIONS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS DEDICATION AND ALL OTHER DEDICATIONS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REFINISHING OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DRAINAGE AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENTS, OR IMMEDIATELY ADJACENT THEREON, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROMISING THEREON AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) INCREASE CLEARANCES OF OTHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUES ENERGY, CINCINNATI TELEPHONE, WARREN AREA/CITY OF LEBANON CABLE, CITY OF LEBANON WASTEWATER.

MAINTENANCE OF THIS OPEN SPACE AND LANDSCAPE ISLANDS SHALL BE OF THE HOME OWNERS ASSOCIATION.

OWNER(S): LAS COLINAS DE LEBANON LLC

AS TO ALL:  
Witnesses: *[Signatures]*  
Witnesses: *[Signatures]* (George As Nolan Above)

STATE OF OHIO, COUNTY OF WARREN, SS:  
BE IT REMEMBERED ON THIS 15 DAY OF May, 2007 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CANE RICHARD E. CALLENSTEIN WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR (OR HIS, HER, ITS) VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE WRITTEN:  
*[Signature]* 6-15-09  
NOTARY PUBLIC MY COMMISSION EXPIRES

LEND HOLDER: THE PROUDFOOT BANK  
AS TO ALL: *[Signature]* National City Bank

Witnesses: *[Signatures]*  
Witnesses: *[Signatures]*

STATE OF OHIO, COUNTY OF HAMILTON, SS:  
BE IT REMEMBERED ON THIS 10 DAY OF MAY, 2007 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CANE THE PROUDFOOT BANK, NATIONAL CITY BANK BY BRUCE E. SCHMIDT, P.E., AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED, ON BEHALF OF THE TRUSTEES AND ON BEHALF OF THE CORPORATION AND Ryan Ludwig, A/P

IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE WRITTEN:  
*[Signature]* 6/11/2007  
NOTARY PUBLIC MY COMMISSION EXPIRES

**INSTRUCTIONS ON WATER AND SEWER EASEMENTS:**  
DO NOT PREVENT IMPROVEMENTS OF ANY KIND EXCEPT STREET TREES AS REQUIRED BY TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO SHALL BE MADE ON SAID RIGHT-OF-WAY OR EASEMENT WHICH WOULD INTERFERE WITH ACCESS TO ANY PROPOSED STREET, UTILITY OR OTHER SERVICE IMPROVEMENT, PRESENT OR FUTURE. TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO SHALL NOT BE RESPONSIBLE TO ANY PERSON OR FUTURE OWNER OF THE PROPERTY INDICATED ON THIS PLAT FOR ANY DAMAGE DONE ON SAID RIGHT-OF-WAY OR EASEMENTS TO SOIL, SURVEY, TREES, DRINKING OR OTHER SERVICE OPERATE EITHER MANUAL OR MECHANICAL BY REASON OF ENTERING FOR THE PURPOSE OF CONSTRUCTION, MAINTAINING OR REPLACING SAID IMPROVEMENTS.

**DRAINAGE STATEMENT:**  
UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON NEAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES. THE COMMON LINE BEING THE CONTROL LINE OF SAID EASEMENT. UNTIL THE COMPLETION OF THE PUBLIC IMPROVEMENT MAINTENANCE BEARING PROCEED, AS APPLICABLE, THE DEVELOPER (OR THEIR AGENT) RESERVE THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES, VENTERS, ALL DRAINAGE CHANNELS FOR THE PURPOSES OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS WITH RESPECT TO DEVELOPER MAINTENANCE.

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE DETENTION OR CHANNELS DESIGNATED AS "DRAINAGE EASEMENTS" ON THIS PLAT. ACCEPT AS STIPULATED ABOVE, WITH RESPECT TO DEVELOPER MAINTENANCE THE EASEMENT FOR EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER. WITHIN THE EASEMENT, NO STRUCTURE, PLANTING, FENCING, CEMENT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR CONVERT THE FLOW THROUGH THE WATERCOURSE.

**SUBJECT TO GOVERNMENT CONDITIONS AND RESTRICTIONS:**  
THIS ENTIRE PROPERTY SHOWN HEREON, AND ALL IMPROVEMENTS THEREON ARE SUBJECT TO THE GOVERNMENT CONDITIONS AND RESTRICTIONS FOR CEDAR TRACE SUBDIVISION, AS RECORDED IN O.R. 1824 PAGES 1-4 OF THE WARREN COUNTY RECORDERS OFFICE.

Project Benchmark 809.497  
Station Description:  
The station is located 0.25 mi. east of the intersection of S.R. 122 and Sellenbrey Road or 0.25 mi. west of the intersection of S.R. 122 and Liberty-Keuter Road and is on the south side of S.R. 122 (just west of the drive to #72). The station is a concrete monument with an aluminum disk, set +7.00m. Below the disk is an stamped WALKER CO. 122, 028 +13, 1994.

COUNTY COMMISSIONER:  
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 15 DAY OF May, 2007

COMMISSIONERS: *[Signatures]*

WARREN COUNTY REGIONAL PLANNING COMMISSION  
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 15 DAY OF May, 2007.

*[Signature]*  
EXECUTIVE DIRECTOR

ZONING INSPECTOR APPROVAL:  
WARREN COUNTY, TURTLECREEK TOWNSHIP ZONING INSPECTOR  
I HEREBY APPROVE THIS PLAT ON THIS 26 DAY OF May, 2007.

*[Signature]*  
WARREN COUNTY TURTLECREEK TOWNSHIP ZONING INSPECTOR

COUNTY ENGINEER  
I HEREBY APPROVE THIS PLAT ON THIS 15 DAY OF May, 2007.

*[Signature]*  
WARREN COUNTY ENGINEER

WARREN COUNTY WATER AND SEWER: NA  
I HEREBY APPROVE THE SANITARY SEWER EASEMENTS ON THIS PLAT ON THIS 15 DAY OF May, 2007.

*[Signature]*  
WARREN COUNTY SANITARY ENGINEER

CITY OF LEBANON ENGINEER  
I HEREBY APPROVE THE SANITARY SEWER EASEMENTS ON THIS PLAT ON THIS 21 DAY OF May, 2007.

*[Signature]*  
CITY OF LEBANON ENGINEER

COUNTY RECORDER  
FILE NO. 650310  
RECEIVED ON THIS 1 DAY OF June, 2007 AT 9:29 AM

RECORDED IN BOOK NO. 79, ON PAGE(S) 4, 5, 6, 7

FEES: 245.60  
BY: *[Signature]* Beth Deckard  
SEAL: *[Signature]* WARREN COUNTY RECORDER

COUNTY AUDITOR  
TRANSFERRED IN THIS 15 DAY OF June, 2007

BY: *[Signature]* Mark Walker  
SEAL: *[Signature]* WARREN COUNTY AUDITOR

**Professional Engineering Group, LLC**  
Civil/Structural Engineering \*Surveying  
Professional Engineering Services  
12500 W. Chester Road, Suite 200  
Chester, Ohio 45310  
Phone: (513) 887-1161 Fax: (513) 887-1163 www.pengrpg.com



**CEDAR TRACE SUBDIVISION**  
Section IV  
Section 29, Town 5, Range 3  
Turtlecreek Township, Warren County, Ohio

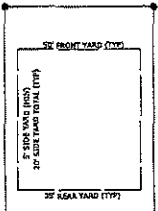
Job Number	070493
Revisions	+ 3-07
Date Issued	6-18-07
Sheet Number	1 4

- DENOTES 5/8" IRON PIN SET
- ✱ DENOTES MAG NAIL SET
- DENOTES MONUMENTATION FOUND

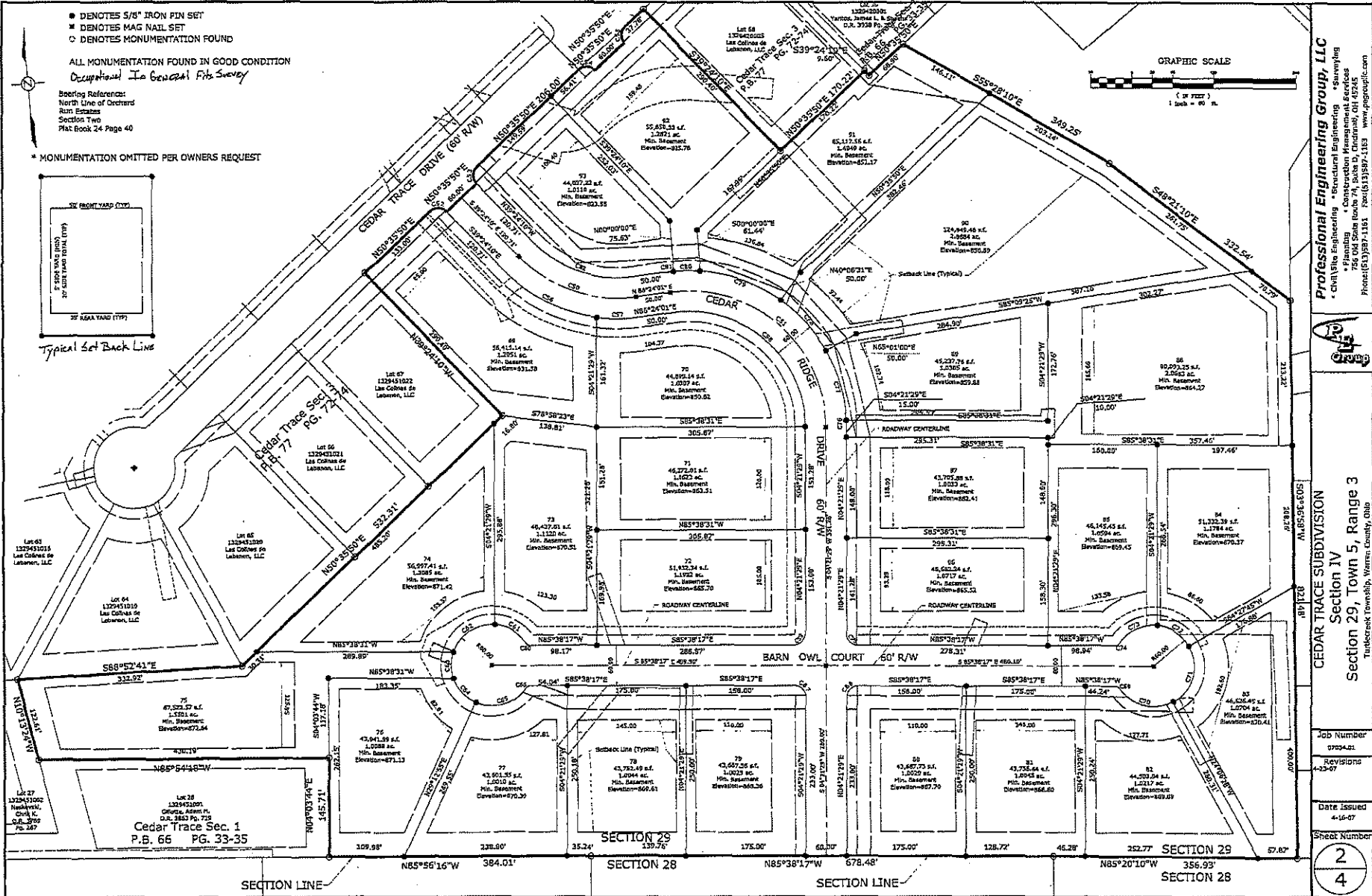
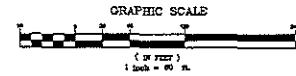
ALL MONUMENTATION FOUND IN GOOD CONDITION  
Occupational To General File Survey

Bearing Reference:  
North Line of Orchard  
Run Estates  
Section Two  
Plat Book 24 Page 40

\* MONUMENTATION OMITTED PER OWNERS REQUEST



Typical Set Back Line



**Professional Engineering Group, LLC**  
 • Civil Site Engineering • Structural Engineering • Surveying  
 • Planning • Construction Management Services  
 756 Old State Route 74, Suite D, Channahon, OH 43725  
 Phone: 614-398-1181 Fax: 614-398-1183 www.pengroup.com

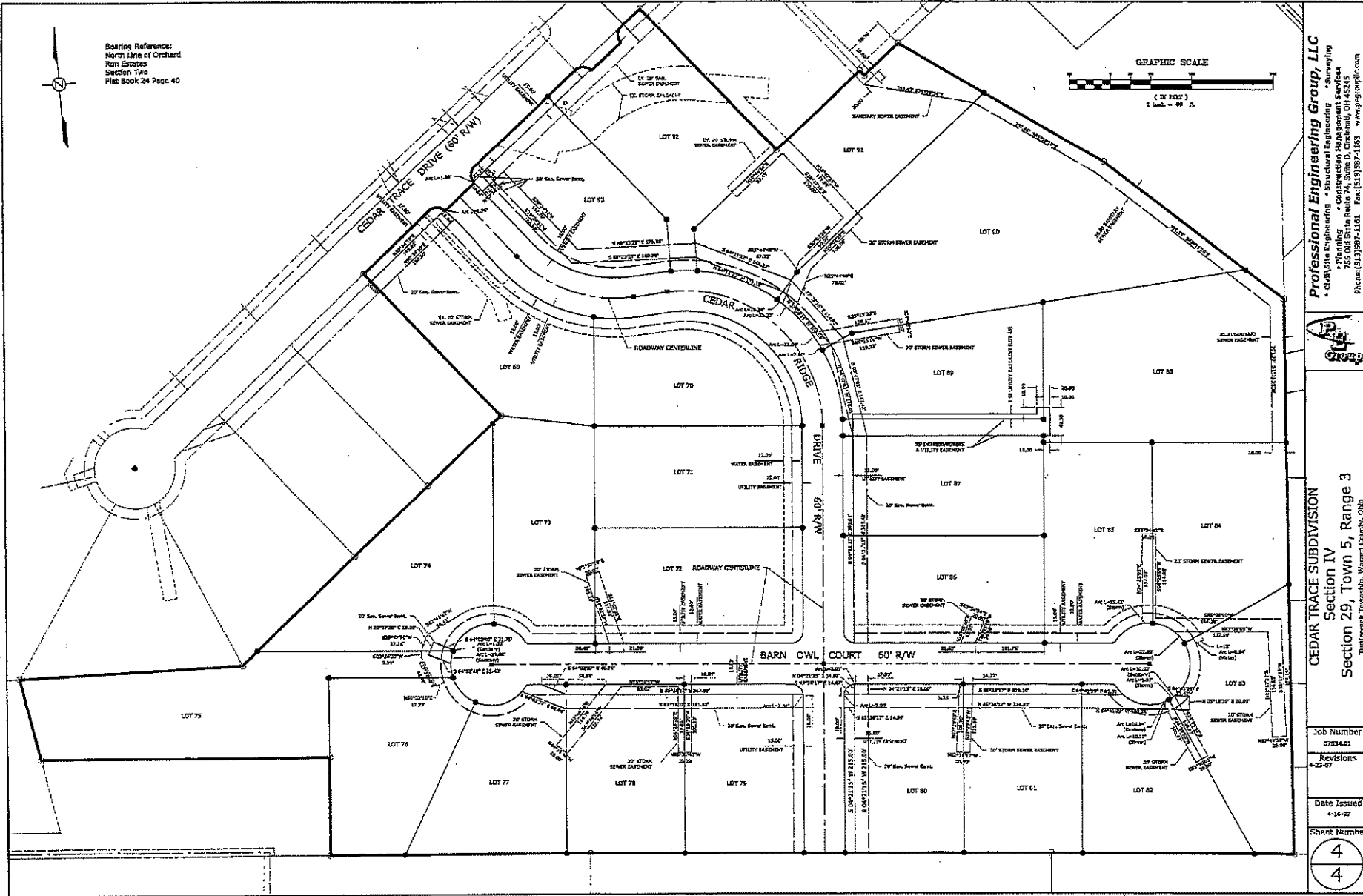
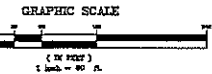


CEDAR TRACE SUBDIVISION  
 Section IV  
 Section 29, Town 5, Range 3  
 Tullareek Township, Warren County, Ohio

Job Number	0754-01
Revisions	4-23-07
Date Issued	4-16-07
Sheet Number	2/4



Bearing References:  
 North Line of Orchard  
 Run Estates  
 Section 704  
 Plat Book 24 Page 40



**Professional Engineering Group, LLC**  
 • Civil Engineering • Structural Engineering • Surveying  
 • Planning • Construction Management Services  
 85 Oak St. Road #100, Columbus, OH 43260  
 Phone: (614) 398-1181 Fax: (614) 398-1182 www.pengroup.com



**CEDAR TRACE SUBDIVISION**  
**Section IV**  
**Section 29, Town 5, Range 3**  
 Tullahoma Township, Warren County, Ohio

Job Number	07034.01
Revisions	4-23-07
Date Issued	4-16-07
Sheet Number	4

4



**TURTLECREEK TOWNSHIP**  
670 N. STATE ROUTE 123  
LEBANON, OHIO 45036-9512  
PHONE: (513) 932-4902  
FAX: (513) 932-3654

February 15, 2023

Warren County Engineer's Office  
Attn: Jason Fisher  
105 Markey Road  
Lebanon, Ohio 45036

Re: Cedar Trace, Section IV

Dear Mr. Fisher;

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in Cedar Trace, Section IV.

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road and Bridge Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

Yours truly,

Daniel F. Jones  
Chairperson

DFJ/tb

Cc: Kenneth Hickey, Turtlecreek Township Road Supervisor  
File

Daniel Jones, Trustee

TURTLECREEK TOWNSHIP BOARD OF TRUSTEES  
James VanDeGrift, Trustee      Jonathari D. Sams, Trustee      Amanda K. Childers, Fiscal Officer

BOARD MEETING: 2<sup>ND</sup> MONDAY OF EACH MONTH AT 7:00 P.M.  
BOARD MEETING: LAST TUESDAY OF EACH MONTH AT 8:00 A.M.

# Resolution

Number 23-0255

Adopted Date February 28, 2023

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING, SECTION 1, 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	: 23-003 (P/S)
Development	: Losh Landing, Section 1
Developer	: M/I Homes of Cincinnati, LLC
Township	: Deerfield
Amount	: \$269,976.63
Surety Company	: Argonaut Insurance Company (SUR0077019)

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



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

**STREETS AND APPURTENANCES**

*(INCLUDING SIDEWALKS)*

Security Agreement No.  
23-003 (P/S)  
Bond # SUR0077019

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Argonaut Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in \_\_\_\_\_  
Losh Landing Subdivision, Section/Phase 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 \$1,349,883.16  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$185,772.00; and,

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

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

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$269,976.63 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 ONE (1) 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 \$269,976.63 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:

M/I Homes of Cincinnati, LLC  
9349 Waterstone Blvd, Suite 100  
Cincinnati, OH 45249  
Ph. (513 ) 248 \_5400

D. To the Surety:

Argonaut Insurance Company  
13100 Wortham Center Drive, #290  
Houston, TX 77065  
Ph. (281 ) 640 \_7920

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)

XX **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:**

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

SIGNATURE: Mac Taylor  
PRINTED NAME: Mac Donald L. Taylor  
TITLE: Corporate Counsel  
DATE: 2/15/23

**SURETY:**

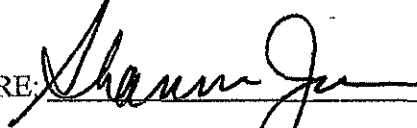
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Denise Nelson  
PRINTED NAME: Denise Nelson  
TITLE: Attorney-In-Fact  
DATE: February 13, 2023

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

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0255, dated 2.28.23.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

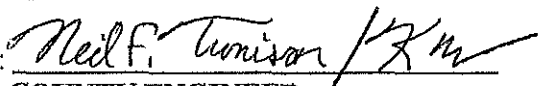
SIGNATURE: 

PRINTED NAME: Sharon Jones

TITLE: President

DATE: 2.28.23

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
Asst. 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

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**  
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Denise Nelson, Michael Ward, Deborah L. Williams, Stephanie McQuillen, Shelley M. Kuhn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

*Gary E. Grose*

Gary E. Grose, President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 19th day of November, 2021, before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of February, 2023.



*Austin W. King*

Austin W. King, Secretary



# Resolution

Number 23-0256

Adopted Date February 28, 2023

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING, SECTION 1 LOCATED 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	:	23-005 (W/S)
Development	:	Losh Landing, Section 1
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$85,118.47
Surety Bond	:	Argonaut Insurance Company (Bond # SUR0077018)

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Suite 100, Cincinnati, OH 45249  
Argonaut Insurance Company, 13100 Wortham Center Drive, #290, Houston TX 77065  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.  
23-005 W/S  
Bond #SUR0077018

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Argonaut Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in \_\_\_\_\_  
Losh Landing **Subdivision, Section/Phase 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 \$851,184.65,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
Zero (\$0); and,

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

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

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One(1) years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$85,118.47 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:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd, Suite 100

Cincinnati, OH 45249

Ph. (513 ) 248 - 5400

D. To the Surety:

Argonaut Insurance Company

13100 Wortham Center Drive, #290

Houston, TX 77065

Ph. (281 ) 640 \_7920

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)

XX **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:**

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

SIGNATURE: *Mac Taylor*  
PRINTED NAME: Mac Donald W. Taylor  
TITLE: Corporate Counsel  
DATE: 2/15/23

**SURETY:**

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

SIGNATURE: *Denise Nelson*  
PRINTED NAME: Denise Nelson  
TITLE: Attorney-In-Fact  
DATE: February 13, 2023

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

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0056, dated 2-28-23.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shanna Jones

PRINTED NAME: Shanna Jones

TITLE: President

DATE: 2-28-23

RECOMMENDED BY:

By: [Signature]  
DEP. SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
Asst. 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



**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**  
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Denise Nelson, Michael Ward, Deborah L. Williams, Stephanie McQuillen, Shelley M. Kuhn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by: \_\_\_\_\_

*Gary E. Grose*

Gary E. Grose, President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 19th day of November, 2021, before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of February, 2023.



*Austin W. King*

Austin W. King, Secretary

# Resolution

Number 23-0257

Adopted Date February 28, 2023

## APPROVE VARIOUS RECORD PLATS

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

- Losh Landing Section 1 Final Plat – Deerfield Township
- Losh Landing Section 1 Easement Plat – Deerfield Township

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 23-0258

Adopted Date February 28, 2023

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the seventh and eighth monthly disbursement of their mandated share for SFY 2022-2023 be transferred into the Human Services Public Assistance Fund #2203: and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioner Fund #1101 to Human Services Fund #2203:

\$33,863.00	from	#11011112-5742	(Commissioners Grants – Public Assistance)
	into	#2203-49000	(Human Services – Public Assistance)

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
Human Services (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0259

Adopted Date February 28, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY CORRECTIONS 2227

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 40,000.00 into BUDGET-BUDGET 22271220-5400 (Purchased Services)

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

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

Resolution adopted this 28th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Common Pleas Court (file)

# Resolution

Number 23-0260

Adopted Date February 28, 2023

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 20,000.00	into	BUDGET-BUDGET 22891228-5102	(Regular Salaries)
\$ 3,200.00	into	BUDGET-BUDGET 22891228-5811	(PERS)
\$ 300.00	into	BUDGET-BUDGET 22891228-5871	(Medicare)

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

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

Resolution adopted this 28th day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
Common Pleas (file)

# Resolution

Number 23-0261

Adopted Date February 28, 2023

APPROVE A SUPPLEMENTAL APPROPRIATION INTO THE KING AVENUE BRIDGE REPLACEMENT OVER LMR IMPROVEMENTS PROJECT FUND 4437

WHEREAS, a supplemental appropriation is necessary for the King Avenue Bridge #282-0.097 Replacement over LMR Improvements Project; and

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

\$2,123,549.49          into    #44373130-5320          (Capital Purchase)

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Engineer (file)

# Resolution

Number 23-0262

Adopted Date February 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Common Pleas Court Fund #11011223 in order to process a vacation leave payout for Amy Bratton former employee of the Common Pleas Court:

\$8,294.00      from    #11011110-5882      (Commissioners - Vacation Leave Payout)  
                 into    #11011223-5882      (Common Pleas Court - Vacation Leave Payout)

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-0263

Adopted Date February 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation leave payout for Justin Kildow former employee of Facilities Management:

\$1,624.00      from    #11011110-5882      (Commissioners - Vacation Leave Payout)  
                 into    #11011600-5882      (Facilities Management - Vacation Leave Payout)

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adjustment file  
Facilities Management (file)  
OMB



# Resolution

Number 23-0264

Adopted Date February 28, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT  
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00      from    #11011116-5910      (Econ Dev Other Expense)  
                         into    #11011116-5114      (Econ Dev Overtime)

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

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

Resolution adopted this 28th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

AD/

cc: Auditor              
Appropriation Adjustment file  
Economic Development (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0265

Adopted Date February 28, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND  
#11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,500.00	from	11011220-5820	(Health & Life Insurance)
	into	11011220-5855	(Clothing/Personal Equipment)

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 23-0266

Adopted Date February 28, 2023

APPROVE REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 28<sup>th</sup> day of February 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc:

Commissioners' file

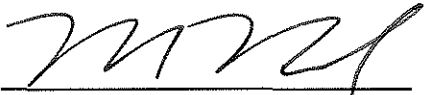
**REQUISITIONS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
WAT	HARRIS CALORIFIC SALES INC	SEW CD LEASE OF OXYGEN AND ACE	\$ 804.21
ENG	DEERFIELD TWP	ENG. PERM HWY EASE COLUMBIA AT	\$ 1.00
ENG	DEERFIELD TWP	TEMP EASE COLUMBIA RD AT KINGS	\$ 1.00
FAC	A W CARDINAL INC	FAC LANDSCAPING 822 MEMORIAL	\$ 21,800.00
ENG	REQ BLANKET VENDOR	ENG. TEMP ENT AND WORK AGREEME	\$ 1.00

**PO CHANGE ORDER**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
WAT	WARREN CO ENGINEER	KINGS AVENUE BRIDGE PROJECT WATER CONSTRUCTION	\$ 64,338.83 INCREASE

2/28/2023 APPROVED:



Martin Russell, Deputy County Administrator