

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

Resolution

Number 24-0421

Adopted Date March 26, 2024

**HIRING KIMBERLY BACK AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT**

BE IT RESOLVED, to hire Kimberly Back as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$17.05 per hour, effective April 1, 2024, subject to a negative drug screen and a 365-day probationary period.

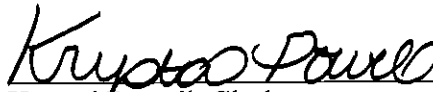
BE IT FURTHER RESOLVED, Ms. Back will not be eligible for the typical 3% increase upon completion of her year probation period, as her wage reflects her experience.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

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

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

Resolution

Number 24-0422

Adopted Date March 26, 2024

HIRING MYRISSA KELLY AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Myrissa Kelly, as Protective Services Caseworker I, within the Department of Job and Family Services, Children Services Division, full-time, non-exempt, Pay Range 14, at a pay rate of \$20.86 per hour, effective April 01, 2024, subject to negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
M. Kelly's Personnel file
OMB-Sue Spencer

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

Resolution

Number 24-0423

Adopted Date March 26, 2024

REHIRING CHRISTINA BANKS AS AN ASSESSMENT/INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to rehire Ms. Banks as an Assessment/Investigative Caseworker II, and

NOW THEREFORE BE IT RESOLVED, to rehire Christina Banks as an Assessment/Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time, permanent, non-exempt status, Pay Grade #16, \$22.39 per hour, effective April 1, 2024 subject to negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
C. Banks' Personnel file
OMB – Sue Spencer

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

Resolution

Number 24-0424

Adopted Date March 26, 2024

APPROVING END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR CHELSAE FISCO WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Chelsae Fisco, Foster Care/Adoption Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Chelsae Fisco's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$23.06 per hour effective pay period beginning April 6, 2024.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
C. Fisco's Personnel File
OMB – Sue Spencer

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

Resolution

Number 24-0425

Adopted Date March 26, 2024

APPROVING END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR MCKENNA HAMMONDS WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, McKenna Hammonds, Investigative Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve McKenna Hammonds' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$23.06 per hour effective pay period beginning April 6, 2024.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
M. Hammonds' Personnel File
OMB – Sue Spencer

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

Resolution

Number 24-0426

Adopted Date March 26, 2024

ACCEPTING RESIGNATION, DUE TO RETIREMENT, OF RON SEMPSROTT, BUILDING AND ELECTRICAL SUPERVISOR, WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT, EFFECTIVE DECEMBER 31, 2024

BE IT RESOLVED, to accept the resignation, due to retirement, of Ron Sempstrott, Building and Electrical Supervisor, within the Warren County Building and Zoning Department, effective December 31, 2024.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Building and Zoning (file)
R. Sempstrott's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 24-0427

Adopted Date March 26, 2024

ACCEPTING RESIGNATION OF ASHLEE JONES, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT EFFECTIVE MARCH 21, 2024

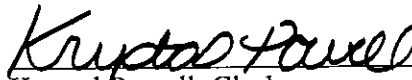
BE IT RESOLVED, to accept the resignation of Ashlee Jones, Emergency Communications Operator, within the Warren County Emergency Services Department, effective March 21, 2024.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
A. Jones' Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 24-0428

Adopted Date March 26, 2024

CANCELLING REGULARLY SCHEDULED COMMISSIONERS' MEETING OF
THURSDAY, MARCH 28, 2024

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
March 28, 2024.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor
Commissioners' file
Press

Resolution

Number 24-0429

Adopted Date March 26, 2024

APPROVING EMERGENCY REPAIR TO THE AERATION BLOWER AND MOTOR #4 LOCATED AT THE LITTLE LOWER MIAMI WASTEWATER TREATMENT PLANT.

WHEREAS, the Water & Sewer Department experienced an equipment failure to motor #4 of the Aeration Blower located at the Little Lower Miami Wastewater Treatment Plant; and

WHEREAS, the repair and alignment is critical and time sensitive to the wastewater operations as the equipment is used to supply the necessary air to the treatment tanks for sufficient aeration;

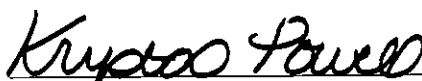
NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24001491, with Electric Motor Technologies, LLC in the amount of \$4,000.00 for the procurement of a motor repair and alignment for motor #4 of the Aeration Blower located Little Lower Miami Wastewater Treatment Plant.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jad

cc: Auditor
Water/Sewer (file)

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

Resolution

Number 24-0430

Adopted Date March 26, 2024

**SETTING ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF
CONDITIONS REQUIRED FOR AN ACCESS PERMIT FOR LONGMEADOW
DEVELOPMENT LLC**

BE IT RESOLVED, to set the administrative hearing required to consider a Request for Variance and Appeal of Conditions Required for an Access Permit filed by Longmeadow Development LLC, owner or record, for access to Greentree Road for Parcel #0825100004 in Turtlecreek Township; said public hearing to be held April 23, 2024, at 9:00 a.m. in the County Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
Public Hearing file
Applicant – Longmeadow Development LLC
Jeff Hayes (agent)
Turtlecreek Township Trustees
Bruce McGary

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

Resolution

Number 24-0431

Adopted Date March 26, 2024

SETTING AND ADVERTISING A PUBLIC MEETING AND A PUBLIC HEARING TO DESIGNATE PROJECTS WARREN COUNTY INTENDS TO FUND FOR THE FY 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) URBAN ENTITLEMENT PROGRAM AND CONSOLIDATED PLAN

BE IT RESOLVED, to authorize the Clerk to advertise one time in a newspaper of general circulation Notice of Public Meeting and Public Hearing #2 for FY 2024 Community Development Block Grant (CDBG) Urban Entitlement Program and Consolidated Plan; said hearing scheduled for April 10, 2024 at 5:30 p.m., in the Warren County Commissioners' Meeting Room; and said meeting is scheduled for May 2, 2024 at 4:00 p.m. in the Warren County Commissioners' Meeting Room;

BE IT FURTHER RESOLVED, for said advertisement to list the following projects that Warren County intends to fund for the FY 2024 CDBG Urban Entitlement Program:

Administration

\$ 75,000 Administration

Public Service Projects

\$ 85,000 Homeless Prevention and Support Services of Abuse Victims

Construction Projects

\$ 520,000 Public Facilities Improvements

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

Mr. Young – absent

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OGA (file)

PROPOSED
2024 Action Plan of the 2024-2028
Consolidated Plan for Warren County, Ohio

In 2024, the Warren County Board of Commissioners will adopt a Five-Year Consolidated Plan for HUD Entitlement Programs administered by Warren County, including the Community Development Block Grant (CDBG). The Plan describes housing and community development needs and objectives for the five-year period of May 1, 2024 through April 30, 2028. The Annual Action Plan which describes projects to be implemented pending available funding during FY2024 is summarized below:

Administration

\$ 75,000 Administration

Public Service Projects

\$ 85,000 Homeless Prevention and Support Services of Abuse Victims

Construction Projects

\$ 520,000 Public Facilities Improvements

Awards are based on estimated amounts to be received from US Dept of HUD. Public Service Projects may not exceed 15% of the total annual allocation. Additional increases or decreases relative to the Warren County's estimated allocation amount will be applied to the Public Facilities Improvements (Construction Projects).

Warren County will hold a public meeting on April 10, 2024 at 5:30 PM. in the County Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio. Residents are encouraged to attend this public meeting to discuss the Consolidated Plan and CDBG projects. Accommodations for disabled or non-English speaking residents will be made available upon advance request.

Warren County will hold a public hearing on its 2024 Action Plan and Consolidated Plan on Thursday, May 2, 2024 at 4:00 PM in the County Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio. Accommodations for disabled or non-English speaking residents will be made available upon advance request. Warren County will make the 2024 Action Plan and Consolidated Plan available on April 1, 2024 for a 30-day public comment period. Written comments must be received by May 1, 2024, to be considered. For further information about the Action Plan or the Five-Year Consolidated Plan for Warren County or obtain copies of the Plan please contact the Warren County Office of Grants Administration, 406 Justice Drive, Lebanon, Ohio 45036, (513) 695-1259, or email: grantsadmin@co.warren.oh.us.

The 2024 Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) at earliest permissible time. HUD has 45 days to review the said Plan.

Citizens are encouraged to attend the public meeting and public hearing to express their views and comments on the County's proposed Action Plan and/or Consolidated Plan.

By order of the Board of County Commissioners.

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

Resolution

Number 24-0432

Adopted Date March 26, 2024

AMENDING STANDARD DETAILS FOR THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, by Resolution #87-1103, the Board established Standard Details for water and sanitary sewer improvements to be constructed within Warren County; and

WHEREAS, it is necessary to periodically amend said Standard Details to reflect changes in policies, procedures, materials of construction, industry standards, and other related changes; and

WHEREAS, to reduce the occurrence of future water main breaks the County will require all ductile iron waterline pipe be installed with polyethylene encasement; and

WHEREAS, the County wishes to update the installation standard for polyethylene encasement to the Ductile Iron Pipe Research Association (DIPRA) Modified Method A; and

NOW THEREFORE BE IT RESOLVED:

1. That the Warren County Water and Sewer Standard Detail Drawings W-26A, W-26B, W-27, and WG-1A are hereby amended as contained in a copy of the details attached hereto and made a part of.
2. That these modifications shall be effective immediately.
3. That all other provisions and requirements of the Standard Details shall remain unchanged.

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

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

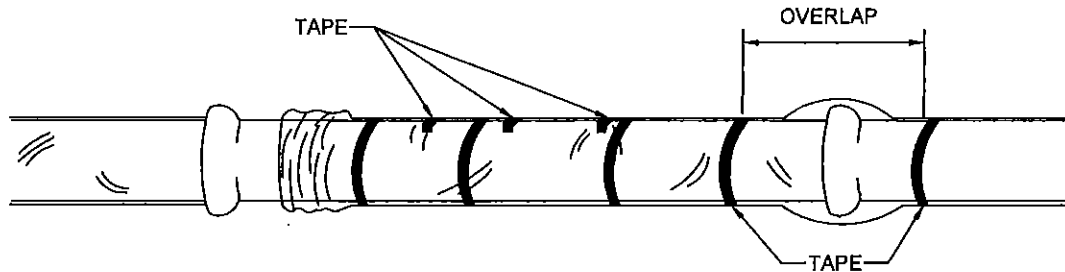
Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb
cc: Water&Sewer



TUBE SIZE REQUIRED							
PIPE DIAMETER	4"	6"	8"	10"	12"	16"	20"
MIN. FLAT TUBE WIDTH	14"	16"	20"	24"	27"	34"	41"

MATERIALS:

1. POLYETHYLENE ENCASEMENT: IN ACCORDANCE WITH ASTM D-1248 TYPE 1, CLASS A OR C, GRADE E-1.
 FLOW RATE = 0.4 MAX, DIELECTRIC STRENGTH
 VOLUME RESISTIVELY MIN. OHM-CM³ = 10⁶
 POLYETHYLENE FILE THICKNESS = 8 MILS
 INTERIOR VOLATILE CORROSION INHIBITOR AND ANTI-MICROBIAL ADDITIVE = 1.5 MILS
 TENSILE STRENGTH = 1200 P.S.I MIN.
 ELONGATION = 300% MIN.
 DIELECTRIC STRENGTH = 800 VOLTS/MIL
2. TAPE: POLYETHYLENE TAPE 1-1/2" WIDE AS RECOMMENDED BY THE FILM MANUFACTURER.

PROCEDURE FOR APPLYING POLYETHYLENE ENCASEMENT

1. REMOVE ALL LUMPS OF CLAY, MUD, CINDERS, OR OTHER MATERIAL THAT MIGHT HAVE ACCUMULATED ON THE PIPE SURFACE.
2. CUT POLYETHYLENE TUBE TO A LENGTH APPROXIMATELY TWO FEET LONGER THAN THE LENGTH OF THE PIPE SECTION. SLIP THE TUBE AROUND THE PIPE, STARTING AT THE SPIGOT END. BUNCH THE TUBE ACCORDION FASHION ON THE END OF THE PIPE. PULL BACK THE OVERHANGING END OF THE TUBE AND CIRCUMFERENTIALLY TAPE IT TO THE BARREL OF THE PIPE JUST BEHIND THE INSERTION LINE. AFTER ASSEMBLY OF THE JOINT, THE TAPE SHOULD BE AS CLOSE TO THE FACE OF THE BELL AS POSSIBLE BUT NOT SO CLOSE TO THE SPIGOT END THAT IT INTERFERES WITH THE GASKET.
3. TAKE UP THE SLACK IN THE TUB ALONG THE BARREL OF THE PIPE TO MAKE A SNUG, BUT NOT TIGHT, FIT. FOLD THE EXCESS POLYETHYLENE BACK OVER THE TOP OF THE PIPE AND USE PIECES OF TAP ACROSS THE FOLD TO SECURELY HOLD IT.
4. DIG A SHALLOW BELL HOLE IN THE TRENCH BOTTOM AT THE JOINT LOCATION TO FACILITATE INSTALLATION OF THE POLYETHYLENE TUBE. LOWER THE PIPE INTO THE TRENCH AND MAKE THE PIPE JOINT WITH THE PRECEDING SECTION OF PIPE.
5. SLIDE THE TUBE OVER THE REMAINING BARREL OF THE PIPE. SNUGLY FOLD OVER THE EXCESS WRAP USING TAPE TO HOLD IT IN PLACE. MAKE SURE NO DIRT OR OTHER BEDDING BECOMES TRAPPED BETWEEN THE WRAP AND PIPE. SECURE THE POLYETHYLENE WITH A CIRCUMFERENTIAL WRAP OF TAPE EVER FIVE (5') FEET.
6. SECURE THE POLYETHYLENE IN PLACE BEHIND THE PROCEEDING BELL USING A CIRCUMFERENTIAL WRAP OF TAP. MAKE THE OVERLAP OF THE POLYETHYLENE TUBE BY PULING BACK THE BUNCHED POLYETHYLENE FROM THE PRECEDING LENGTH OF PIPE AND ENSURE THERE IS AT LEAST A 12-INCH OVERLAP. PLACE ANOTHER CIRCUMFERENTIAL WRAP OF TAPE ON THE OVERLAPPING POLYETHYLENE, SECURING IT TO THE SPIGOT SIDE OF THE JOINT.

POLYETHYLENE ENCASEMENT - DUCTILE IRON PIPE

APPROVED/REVISED

MARCH, 2024

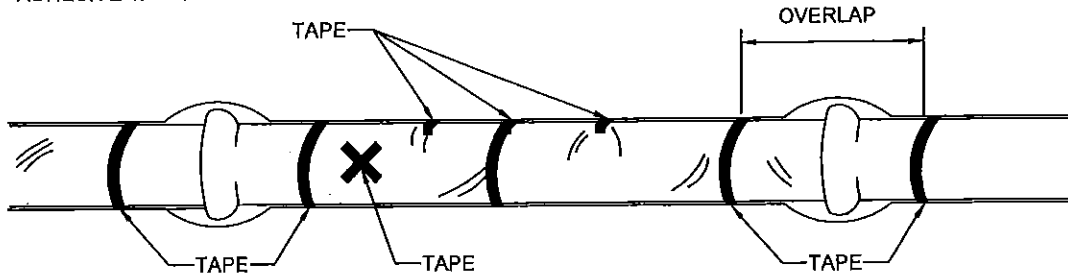
WARREN COUNTY STANDARD DETAILS
 DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-26A

REPAIR DAMAGED SECTION OF POLYETHYLENE ENCASEMENT:

1. REPAIR ALL SMALL RIPS, TEARS OR OTHER TUBE DAMAGE WITH TWO PIECES OF ADHESIVE TAPE. PLACE THE TAPE OVER THE DAMAGED SECTION IN THE SHAPE OF AN X. IF THE POLYETHYLENE IS BADLY DAMAGED, REPAIR THE DAMAGED AREA WITH A SHEET OF POLYETHYLENE AND SEAL THE EDGES OF THE REPAIR WITH ADHESIVE TAPE.



PIPE SHAPED APPURTENANCES:

BENDS, REDUCERS, OFFSETS AND OTHER PIPE-SHAPED APPURTENANCES SHALL BE COVERED WITH POLYETHYLENE IN THE SAME MANNER AS THE PIPE.

JUNCTIONS BETWEEN WRAPPED AND UNWRAPPED PIPE:

WHERE POLYETHYLENE WRAPPED PIPE JOINTS A PIPE WHICH IS NOT WRAPPED, EXTEND THE POLYETHYLENE TUBE TO COVER THE UNWRAPPED PIPE A DISTANCE OF AT LEAST TWO FEET. SECURE THE END WITH CIRCUMFERENTIAL TURNS OF TAPE.

ODD SHAPED APPURTENANCES

VALVES, TEES, CROSSES AND OTHER ODD-SHAPED PIECES WHICH CANNOT BE WRAPPED PRACTICALLY IN A TUBE SHALL BE WRAPPED WITH A FLAT SHEET OR SPLIT LENGTH OF POLYETHYLENE TUBE. THE SHEET SHALL BE PASSED UNDER THE APPURTENANCE AND BROUGHT UP AROUND THE BODY. SEAMS SHALL BE MADE BY BRINGING THE EDGES TOGETHER, FOLDING OVER TWICE AND TAPPING DOWN. SLACK WIDTH AND OVERLAPS AT JOINTS SHALL BE HANDLED AS DESCRIBED ABOVE. TAPE POLYETHYLENE SECURELY IN PLACE AT VALVE STEM AND OTHER PENETRATIONS.

BACKFILL FOR POLYETHYLENE WRAPPED PIPE

BACKFILL MATERIAL SHALL BE AS SHOWN IN STANDARD DETAIL W-2. SPECIAL CARE SHOULD BE TAKEN TO PREVENT DAMAGE TO THE POLYETHYLENE WRAPPING WHEN PLACING BACKFILL. BACKFILL MATERIAL SHOULD BE FREE FROM CINDERS, REFUSE, BOULDERS, ROCKS, STONES OR OTHER MATERIAL THAT COULD DAMAGE THE POLYETHYLENE.

POLYETHYLENE ENCASEMENT - DUCTILE IRON PIPE CONT.

APPROVED/REVISED

MARCH, 2024

WARREN COUNTY STANDARD DETAILS

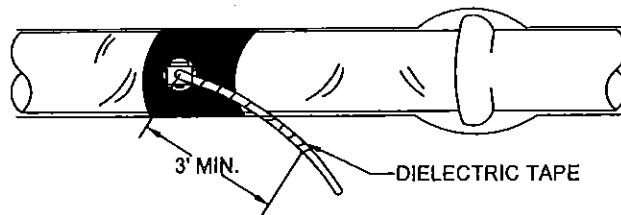
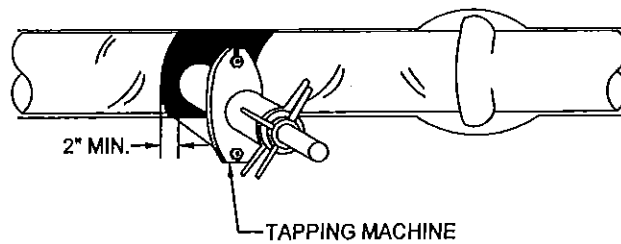
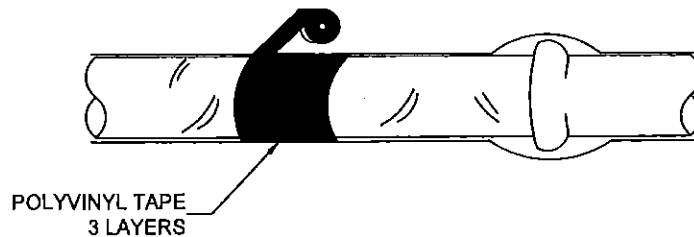
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-26B

PROCEDURE FOR MAKING OPENINGS FOR BRANCHES, SERVICE TAPS, BLOW-OFFS, AIR VALVES, AND SIMILAR APPURTENANCES

1. WRAPPING THREE (3) LAYERS OF POLYVINYL - COMPATIBLE ADHESIVE TAPE COMPLETELY AROUND THE PIPE TO COVER THE AREA WHERE THE TAPPING MACHINE AND CHAIN WILL BE MOUNTED, EXTENDING A MINIMUM OF 2" BEYOND THE MOUNTING SURFACE.
2. MOUNT THE TAPPING MACHINE ON THE PIPE AREA COVERED BY THE TAPE AND MAKE THE TAP AND INSTALL THE FERRULE DIRECTLY THROUGH THE TAPE AND POLYETHYLENE.
3. INSPECT THE ENTIRE CIRCUMFERENTIAL AREA FOR DAMAGE AND MAKE ANY NECESSARY REPAIRS WITH TAPE.
4. ON HOUSE SERVICES TO MINIMIZE THE POSSIBILITY OF DISSIMILAR METAL CORROSION AT SERVICE CONNECTIONS, WRAP THE FERRULE AND A MINIMUM CLEAR DISTANCE OF THREE (3) FEET OF THE COPPER SERVICE WITH POLYETHYLENE OR A SUITABLE DIELECTRIC TAPE.



TAPPING POLYETHYLENE ENCASED PIPE

APPROVED/REVISED

MARCH, 2024

WARREN COUNTY STANDARD DETAILS

DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

W-27

GENERAL NOTES - WATER

1. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 4'-6".
 - A. ALL WATER SERVICE LATERALS SHALL HAVE A MINIMUM COVER OF 42".
2. ALL WATER MAINS SHALL BE DUCTILE IRON CONFORMING WITH AWWA SPEC. C-151 CLASS 52 IN SIZES 4"-16" AND PSI CLASS 350 FOR 20" AND ABOVE.
3. ALL WATER MAINS SHALL BE INSTALLED WITH POLYETHYLENE ENCASMENT IN ACCORDANCE WITH STANDARD DETAILS W-26A, W-26B AND W-27.
4. COMPACT FITTINGS ARE PERMITTED.
5. ALL WATER VALVES MUST OPEN LEFT. ALL VALVE BOX LIDS MUST BE CAST/ STAMPED "WCWD" IN 1 1/2" LETTERS AND BE NEENAH NF-19130002 OR EQUAL. ALL VALVE EXTENSIONS TO HAVE SET SCREWS. ALL VALVES TO BE EQUIPPED WITH BOX-LOX-2.
6. A CONCRETE SLAB MUST BE PROVIDED AT FINAL GRADE AROUND ALL MAIN VALVE BOXES. THE SLABS MUST BE EIGHTEEN INCHES (18") SQUARE/CIRCLE AND NINE INCHES (9") THICK. PRE-FABRICATED CONCRETE RINGS ARE ACCEPTABLE.
7. WATER AND SEWER LINES SHALL HAVE A MINIMUM OF TEN FEET (10') HORIZONTAL SEPARATION AND/OR TWO FEET (2') VERTICAL SEPARATION.
8. NO GATE VALVE, METER PIT, BLOW OFF OR CORPORATION STOP SHALL BE LOCATED UNDER OR WITHIN THREE FEET (3') OF DRIVEWAYS, ROADWAYS OR SIDEWALKS.
9. NO DRIVEWAY SHALL BE INSTALLED WITHIN FIVE FEET (5') OF A FIRE HYDRANT.
10. A MINIMUM OF THREE FEET (3') IS REQUIRED BETWEEN CORPORATION STOPS. NO TAP SHALL BE MADE WITHIN THREE (3') OF A BELL.
11. THE LOCATION OF WATER SERVICE LATERALS MUST BE STAMPED IN THE CURB AT THE TIME THE CURB IS PLACED TO PERMANENTLY INDICATE THE LOCATION OF SAID LATERALS.
12. THE LOCATION OF ALL WATER SERVICE LATERALS, BENDS, TEES, ETC. MUST BE PROVIDED ON THE AS-BUILT PLANS. ALL OF THESE APPURTENANCES SHOULD BE SURVEYED IN STATE PLANE COORDINATES AND ELECTRONICALLY DELIVERED WITH AS-BUILTS.
13. CONTRACTOR SHALL SUBMIT AS-BUILT PLANS OF SANITARY AND WATER LATERALS TO THE OWNER.
14. ALL WATER MAINS CROSSING UNDER STORM DRAINS SHALL BE BACK-FILLED WITH GRANULAR MATERIAL, O.D.O.T. ITEM 310.02, BETWEEN MAINS AND DRAINS.
15. ALL NEW WATER MAINS SHALL BE PRESSURE TESTED FOR 2 HOURS AT 200 PSI. ALLOWABLE LEAKAGE SHALL BE PER TABLE 6A OF AWWA C-600.
16. WHERE PVC IS USED IN RURAL WATER SERVICE AREAS, DETECTABLE WATER TAPE, PRESCO #PSD3105B52, SHOULD BE PLACED 1' ABOVE WATER MAIN.

APPROVED/REVISED

MARCH, 2024

WARREN COUNTY STANDARD DETAILS
DEPARTMENT OF WATER & SEWER

STANDARD NUMBER

WG-1A

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

Resolution

Number 24-0433

Adopted Date March 26, 2024

ENTERING INTO A BLOCK HOUR CONTRACT WITH QUADIENT, INC ON BEHALF OF
THE WARREN COUNTY CLERK OF COURTS

BE IT RESOLVED, to authorize the President of the Board to execute a Block Hour Contract for a mail system for the Warren County Clerk of Courts with Quadient, Inc.; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Quadient, Inc.
Clerk of Courts (file)



Quadiant USA Inc.
Professional Services Group
BLOCK HOUR CONTRACT (BHC)

Version 3.7 (110823)

If no PO is issued within 60 days of the approval date this BHC will require an updated review and approval.

Pre-Sales Resource/Post-Sales Developer

BPA Pre/Post Name	Developer	Source	Approval Date	Due Date
Ryan Doyen				

Reseller Information

Name:	Lola Stone
Title:	Account Executive
District/Dealer:	Central
Phone:	502-295-4294
Cell:	502-295-4294
Contact Email:	l.stone@quadiant.com

Account/Customer Information

Customer Name:	The Board of Commissioners of Warren County, Ohio OBO Warren County Common Pleas Clerk's Office
Address:	500 Justice Drive
Address 2:	
City, State Zip:	Lebanon, OH 45036-2379
Phone:	513-695-1120
Website:	http://co.warren.oh.us/clerkofcourt/ James (Jim) Spaeth
Contact Name:	James L. Spaeth
Title:	Clerk of Court
Contact Email:	james.spaeth@co.warren.oh.us
Work Phone:	513-695-1869
Mobile Cell:	
Additional Information:	

Block of Hours Contract (BHC) sold with a new license must be accompanied by a Scope of Work (SOW), Work Order Request (WOR) or a Change Order Request (COR).

Quadiant shall provide up to 10 hours of remote Professional Services under this agreement. Quadiant will provide as-needed remote Professional Services in response to direct and specific application-related requests via us.pso-support@bpa.quadiant.com.

Quadiant requires advanced notice of 10 business days to secure resources for any work related to this BHC. Customers must pre-pay for the hours defined in this BHC. BHC hours must be used within twelve (12) months of contract execution, no roll over of hours, unused hours will not be credited or refunded.

Except as otherwise approved in writing by Quadiant, the functional and technical specification for the Customer's application will be developed by the Reseller and/or Customer. The Reseller and/or Customer will therefore be responsible for the suitability and functionality of any implemented solution.

To make the most effective use of the purchased block of hours, the Customer should strive to concisely identify the specific task requirements and provide all related resources and information in a timely manner.

All Professional Services will be delivered remotely via phone, email, or web meeting.



Quadiant USA Inc.
Professional Services Group
BLOCK HOUR CONTRACT (BHC)

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Estimated Hours Breakdown

The hours quoted are only an estimate to assist with a request for support or professional services. The Reseller and/or Customer are responsible for any charges related to all support requests and are responsible for all overage charges.

Below is an overview of the estimated hours and how they will be used for this block hour contract.

Pro Service Description	Estimated Total	
Pro Services (IDA-PS)	TOTAL	10

BHC Associated with:
Requirements to be defined in future by PSO via COR: Yes
Describe purpose of BHC: Future initiatives
Scoping Document (SOW/WOR/COR/App Pack): <input checked="" type="checkbox"/> Warren County Clerk of Courts-Central_ConnectSuite e-Certify_CSECAP <i>(Note: IF a COR is going to use this BHC and is not Fixed Priced)</i>

Deliverables
There are no guaranteed Deliverables within this BHC, when the hours are consumed additional hours must be purchased to continue development or support. The hours in this BHC are only an estimate based on the information provided at the time of evaluation and are documented in the COR or Support Ticket. If a fixed price COR or Support Ticket is quantified the hours will be deducted from this BHC.

Limitations and Responsibility

Quadiant's responsibility under this Agreement is limited to providing a block of hours of remote Professional Services. Quadiant does not guarantee whether this block of hours will be sufficient for the work to be defined or for the completion and delivery of any solution.

The solution to be developed or supported is to be provided using the professional services hours purchased under this Agreement may not have been analyzed in full or specified by Quadiant. The successful specification and implementation of the solution or support, as summarized by the Reseller and/or Customer, are the responsibility of the Reseller and/or Customer.

Only the solution developed and implemented by Quadiant will be supported. Modifications made by anyone other than Quadiant will be chargeable.

Whenever possible, the Reseller/Customer and Quadiant will favor electronic communications. The parties agree that instructions, modifications, corrections and approvals given through electronic communications will have the same legal value as those given by any other traditional means.

Reseller Obligations

1. Appoint a project leader who will be assuming the management of professional services and who will order services to be deducted from the Block Hour Contract.
2. Verify that the equipment meets the required requirements.
3. Ensure availability of technical resources in a timely fashion and provide all relevant information within the agreed time-frame.
4. Provide all the material required for the provision of professional services including:
 - a. Images, fonts, text, and files.
 - b. Documented business rules.
 - c. Representative printouts.
5. Pay all costs of software licenses according to the terms of the Reseller Agreement.
6. Comply with the established payment terms and conditions for the provision of professional services according to the terms of the Reseller Agreement, Quotes, and Invoices.

Quadiant Obligations

1. Assign a technical resource who will be responsible for providing the professional services.
2. Provide the Reseller with operational support on the software during the provision of professional services.
3. Communicate directly with the Reseller's project leader when actions must be taken to correct deviations.
4. Ensure the confidentiality of the Customer's confidential and/or proprietary information provided through the provision of professional services.
5. Provide professional services within the time-frame established by the parties. Any delay in the delivery of materials, signing documents, providing information or approvals may result in a postponement of and set delivery dates or times.

Connectivity Requirements

1. The Customer must have a standard network topology with connectivity already installed for all servers and workstations printing via Impress, as well as network connectivity for all output devices included in the Scope of work. At time of installation, the Customer must make sure that:
2. Network accessibility: the network is accessible for all devices to be installed, and the Network Administrators are available on-site or via remote access;
3. Access to print servers: the servers hosting the drivers required for Impress are accessible at the administrative level, and the Server Administrators are available on site or via remote access;
4. Network IT support: personnel are available to verify network connectivity and troubleshoot network issues as they arise

during and after installation;

5. Impress Administrator: a person is designated as the Impress administrator during the installation and setup phase of your Impress software. After the solution is installed, this individual will be the resident Impress operating expert.
6. If the installation type is remote, Internet access to the server where Impress is installed is mandatory.

Customer Responsibilities

The Customer's network computing and printing environment for this project must be set up and configured. This includes, but is not limited to the:

1. setup and configuration of the Windows server including, a domain user account with local administrative rights to be used to configure and test the application and, if network accesses are required by the application, a domain user account with local administrative rights to run the Impress workflow server service;
2. Installation of all Windows OS updates;
3. Installation and configuration of other required software (e.g. Acrobat Reader, WinZip, TextPad or NotePad++, etc.);
4. installation and verification of the Windows printers;
5. installation and activation of the Impress suite software;
6. setup and testing of the printer (or alternate method) that will be used to submit the print files to Impress.

Impress / Pro Services Annual Support

Users who have purchased a Quadiant software license or other 3rd party licenses from Quadiant and are current with an active Annual Support contract are entitled to receive professional services support via either internet, email, phone, or remote support (web meeting) and includes bug fixes, patches, and updates. (Note: Professional Services to install these update files are chargeable at the current hourly rate, please contact your sales rep for more information.)

What is not included in Annual Support?

1. Troubleshooting 3rd party software or hardware
2. Changes to development of files provided by Quadiant
3. System and software optimization
4. Installation of software, updates, upgrades, etc...

Customers may also be entitled to support if a bug, defect, or error is encountered due to programming by a Quadiant Developer resulting from the development of a project.

- Only the unaltered files that were Delivered during the implementation or installation of a project are eligible for support. If at any time the files have been changed or altered in any way, support will be chargeable.

Intellectual Property

All Intellectual Property (IP) rights within the Impress application and configuration, including dll and scripts are the property of Quadiant.

Data

Data uploaded to the Quadiant USA ShareFile will be automatically deleted, without notice, after 180 days unless there is an active Project. Any data and files provided for the Development or Implementation of a Project will be kept on our secure account for the duration of the project. Once the Project has been Delivered and Confirmed, the data and files will be permanently deleted from our servers.

Support

Support for Quadiant software can be accessed through our National Call Center by calling 1-888-267-9381 from 8AM to 5PM (EST) or by emailing us.pso-support@bpa.quadiant.com.



A support agent will answer Your call and log Your support request accordingly, including dispatching Your request directly to the Impress support team.

A member of our Impress support team will analyze Your request and respond back to You within the time frame specified by the Program Maintenance section of Your Software License Agreement via the manner indicated during Your support request (e.g.: phone or email). You will also be provided with a unique ticket number.

Any further Support on the particular request will be managed directly by the Impress support team member assigned to your request.

Impress Support requests, responses, and resolutions are performed remotely. Any requests for Support via on-site support, after hours, or special circumstances will be considered and managed separately from this process. You may contact your Quadiant representative for further details.



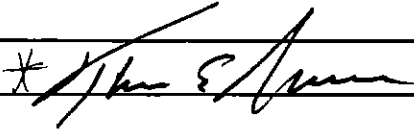
Quadiant USA Inc.
Professional Services Group
BLOCK HOUR CONTRACT (BHC)

Version 3.7 (110823)


Authorizations and Approvals

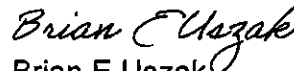
I hereby confirm that the Block Hour Contract has been explained and its representation to the Reseller/Customer is understood.

Customer	
DAVID G. YOUNG, Tom Grossman	VIIC. PRESIDENT, Bd. of Co. Commissioners
Name (Print) ..	Title

Signature * 	Date 3-26-24
---	--------------

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney


Brian E Uszak
District Sales Manager
2/21/2024

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

Resolution

Number 24-0434

Adopted Date March 26, 2024

APPROVING A TEMPORARY ENTRANCE AND ACCESS AGREEMENT WITH THE WARREN COUNTY PORT AUTHORITY RELATIVE TO THE OHIO DEPARTMENT OF DEVELOPMENT DEMOLITION AND SITE REVITALIZATION GRANT PROGRAM FOR THE WARREN COUNTY JAIL AND SWAT GARAGE DEMOLITION

WHEREAS, the Warren County Port Authority has been designated as the lead entity for the Building Demolition and Site Revitalization Grant Program on behalf of the Warren County Commissioners; and

WHEREAS, the demolition of the old Warren County Jail and SWAT garage has been submitted for the Demolition and Site Revitalization Program; and

WHEREAS, the Warren County Port Authority is required by the Ohio Department of Development to have a temporary access agreement for all project sites included with the application.

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board of Commissioners to sign a temporary access agreement with the Warren County Port Authority relative to the Warren County Jail and SWAT garage application for the Ohio Department of Development Demolition and Site Revitalization Program, as attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Port Authority
Project file
Port Authority (file)

Temporary Entrance and Access Agreement

This Temporary Entrance and Access Agreement (the "Agreement") is entered into on the date stated below by the BOARD OF COMMISSIONERS OF WARREN COUNTY, OHIO, a political subdivision of the State of Ohio (the "County"), whose address for all purposes herein is 406 Justice Drive, Lebanon, Ohio 45036, and the WARREN COUNTY PORT AUTHORITY, a port authority and body corporate and politic organized and existing under the laws of the State of Ohio (the "Port Authority") whose address for all purposes herein is 406 Justice Drive, Lebanon, Ohio 45036.

WITNESSETH:

WHEREAS, the County is the owner of approximately 78.418 acres being identified as Parcel ID: 13-35-326-009 and Auditor's Acct. # 6154513, and more particularly described in totality as the Warren County Center Phase Three, Lot 8730, recorded on Plat Book 103, Page 64 of the Warren County, Ohio plat records; and,

WHEREAS, Lot 8730 currently is improved with various buildings including without limitation the decommissioned Warren County Jail and an accessory building commonly referred to as the S.W.A.T. garage which had a mailing address of 880 Memorial Drive, Lebanon, OH 45036 (the "Premises" subject of this Agreement); and,

WHEREAS, by virtue of Resolution 22-0018 adopted January 4, 2022, the County Grants Department submitted a revised access form and letter of intent to the Ohio Department of Development ("ODOD") regarding the Building Demolition and Site Revitalization Program and Brownfield Remediation Grant Program naming the Warren County Port Authority as Lead Entity relating to the demolition, site revitalization and remediation of the decommissioned Warren County Jail and S.W.A.T. garage (the "Project"); and,

WHEREAS, ODOD requires the Lead Entity to enter into an access agreement with the owner of the Premises for purpose of performing its obligation as Lead Entity for said grant or grants; and,

WHEREAS, the County and the Port Authority desire to enter into this Agreement for the foregoing purpose.

RECITALS:

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, the County does hereby grant a temporary *license* to the Port Authority, its employees, agents and contractors, to enter onto and access the Premises, subject to the terms and obligations stated herein.

- 1) In its capacity as the Project's Lead Entity, the Port Authority, including its employees, agents and contractors may cause the demolition, site revitalization and remediation relating to the Project on the Site, including without limitation:
 - a. Site visits
 - b. Photographs or video documentation
 - c. Asbestos abatement activities

- d. Demolition activities
 - e. Final grading and reclamation of the site
- 2) Excluding the County, the Port Authority shall enter into written contracts with its agents and contractors for work or services to be performed relating to the Project that contains provisions satisfactory to the County providing for such agents and contractors to hold harmless, indemnify and insure the Port Authority and the County as additional insureds.
 - 3) Each Party to this Agreement agrees to be liable for the negligent acts or omissions, intentional or wrongful acts or omissions, by and through itself, its employees, and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligence, intentional or wrongful acts or omissions as such party may agree or is ordered by a court of competent jurisdiction upon exhaustion of all appeals. Nothing in this Agreement shall impute or transfer any such liability from one to the other.
 - 4) Unless otherwise extended by an addendum to this Agreement, the termination date of the temporary license for entry and access on to the Premises shall be the earlier of: the Project's completion date or December 31, 2025.
 - 5) This Agreement shall not be recorded in the office of the Warren County Recorder.

IN EXECUTION WHEREOF, the Board of Commissioners of Warren County, Ohio, has caused this Agreement to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution No. 24-0434, dated 3/26/24, 2024

GRANTEE:

SIGNATURE: 

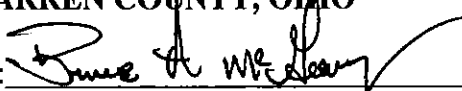
NAME: Tom Grossmann

TITLE: President / Vice-President

DATE: 3-26-24

Prepared and approved as to form by:

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

By: 
Bruce A. McGary, Asst. Prosecutor

Date: 3/26/24

[continued on the next page for signature only]

IN EXECUTION WHEREOF, the Warren County Port Authority has caused this Agreement to be executed by Matthew Schnipke, its Executive Director, on the date stated below, pursuant to Resolution Number 2024-04, dated 3/25, 2024.

GRANTEE:

SIGNATURE: 

NAME: Matthew Schnipke

TITLE: Executive Director

DATE: 3/26/2024

Approved as to form by:



Legal Counsel for the Warren County Port Authority

Date: 3/26/24

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

Resolution

Number 24-0435

Adopted Date March 26, 2024

APPROVING REIMBURSEMENT OF DAMAGE CAUSED BY A WATER MAIN BREAK

WHEREAS, on Wednesday October 25, 2023, a water main break occurred on State Route 48 in Maineville, resulting in significant damages to the property located at 8111 State Route 48, owned by Gus and Becky Bunnell; and

WHEREAS, the homeowner's insurance provider, State Farm, has processed the claim and provided reimbursement to the homeowners for a portion of the incurred damages, leaving a remaining balance of \$10,924.97 to be covered by the homeowner; and

WHEREAS, the homeowners are requesting the County consider reimbursing the difference between the total cost incurred to the homeowners for the repairs to their property and the amount paid out by their insurance provider, State Farm, as this presents a financial hardship for the property owners; and

NOW THEREFORE BE IT RESOLVED, to approve reimbursement in the amount of \$10,924.97 to Gus and Becky Bunnell for damages incurred to their property located at 8111 State Route 48 as the result of a water main break on Wednesday October 25, 2023;

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: c/a Water & Sewer Dept (file)

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

Resolution

Number 24-0436

Adopted Date March 26, 2024

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

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

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

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

WHEREAS, the Project Engineer is requesting the full release of retainage in the amount of \$59,038.08 (\$2,001.70 of which is accrued interest) of said escrow account to pay Building Crafts, Inc. for completed work that is deemed substantial; and

NOW THEREFORE BE IT RESOLVED, to authorize a withdrawal from the said escrow account for Building Crafts, Inc. in the amount of \$59,038.08.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz
cc: Auditor ✓
c/a ---Building Crafts, Inc.

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

Resolution

Number 24-0437

Adopted Date March 26, 2024

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH KT HOLDEN CONSTRUCTION, LLC FOR THE SOCIALVILLE TRANSMISSION WATER MAIN – CONTRACT 3 PROJECT, PURCHASE ORDER NO. 23002585.

WHEREAS, this Board on December 12, 2023 entered into a Contract with KT Holden Construction, LLC for watermain improvements as part of the Socialville Transmission Water Main – Contract 3.; and

WHEREAS, Warren County Water and Sewer Department is requesting KT Holden Construction, LLC to perform additional work items not contained within the Contract due to field conditions; and

WHEREAS, a Change Order and Purchase Order modification is necessary in order to accommodate said changes; and

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 1 to the Contract with KT Holden Construction, LLC, increasing Purchase Order No. 23002585 by \$66,415.49 and creating a new Contract and Purchase Order price in the amount of \$2,751,727.19.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the Board execute and sign Change Order No. 1 of the Contract with KT Holden Construction, LLC for the construction of the Socialville Transmission Water Main – Contract 3 Project.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Water/Sewer (file)
Project File
C/A— KT Holden Construction



Warren County Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: March 19, 2024

Change Order Number 1

Project Name: Socialville Transmission Watermain – Contract 3

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
2	<u>Pavement Sawing and Removal</u> – Avoid Verizon pole	\$1,138.50		None
3	<u>301 Base 8"</u> – Avoid Verizon pole	\$13,440		None
4	<u>Surface Course</u> – Avoid Verizon pole	\$3,648		None
5	<u>304 Trench</u> – Avoid Verizon pole	\$5,906.40		None
17	<u>Topsoil Furnished/Placed</u> – Avoid newly installed sidewalk	\$800		None
18	<u>Site Restoration</u> – Avoid newly installed sidewalk	\$185		None
19	<u>Sodding</u> – Avoid newly installed sidewalk	\$1,000		None
24	<u>Tree Removal</u> – Additional Unidentified trees	\$33,600		None
XX	<u>Water Service Repair</u> – Unmarked service	\$6,697.59		None

Sums of the ADDITIONS and DELETIONS

\$66,415.49

TOTALS FOR THIS CHANGE ORDER

\$66,415.49

Original contract price \$2,685,311.70

Current contract price adjusted by previous change orders \$ 2,685,311.70

The Contract price due to this change order will be increased by \$66,415.49

The New contract price including this change order will be \$ 2,751,727.19

The contract time will be increased by 0 calendar days.

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

Conroy 3/19/24
Contractor's Signature Date
Conroy 3/20/24
W.C. Deputy Sanitary Engineer Date

Warren County Commissioner Date
* [Signature] 3/26/24
Warren County Commissioner Date
* [Signature] 3/26/24
Warren County Commissioner Date

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

Resolution

Number 24-0438

Adopted Date March 26, 2024

APPROVING AND ENTERING INTO AN EASEMENT AGREEMENT WITH DALE R. AND SUSAN HUFF PLEIMANN FOR WATERLINE AND APPURTENANCES FOR THE TOWNSHIP LINE ROAD WATERMAIN RELOCATION PROJECT

WHEREAS, the Warren County Engineer's Office is currently making improvements to a bridge on Township Line Road; and

WHEREAS, as part of these improvements the Warren County Water and Sewer Department is required to relocate an 8-inch watermain to facilitate construction; and

WHEREAS, specifically the following property has been identified for easement acquisition and negotiations have been conducted with the following results:

Parcel #	Owner	Compensation
09-24-200-009	Dale R. and Susan Huff Pleimann	\$1,750

WHEREAS, this Board, on March 5, 2024 adopted Resolution 24-0333 approving easement acquisition compensation;

NOW THEREFORE BE IT RESOLVED, to enter into easement agreement with Dale R. Pleimann and Susan Huff Pleimann for permanent easement on the parcel located along the watermain alignment. Copy of said agreement is attached here to and made a part hereof.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Dale R. and Susan Huff Pleimann
Easement file
Water/Sewer (file)
Recorder (certified)

Grantor: Dale R. and Susan Huff Pleimann
Property Address: 6827 Township Line Rd.
Waynesville, OH 45068
Parcel Number: 0924200003
Auditor's Account Number: 0300241

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Dale R. and Susan Huff Pleimann**, husband and wife, whose tax mailing address is 6827 Township Line Road, Waynesville, Ohio 45068 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

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

WITNESSETH, that Grantor for and in consideration of one thousand seven hundred fifty dollars (\$1,750.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and Exhibit "B" and as illustrated in Exhibit "C" attached hereto and made a part hereof.

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

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,

2) None.

The permanent easements being granted herein is part of a parcel located in Clearcreek Township, Warren County, Ohio consisting of 30.59 acres, and being the same premises described in a deed recorded in 2021-029039 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibits "A" and "B" and illustrated in Exhibit "C".

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

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

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

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents,

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

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

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

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

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

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

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations,

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

GRANTOR:

IN EXECUTION WHEREOF, _____ the duly authorized
_____ of Dale R. and Susan Huff
Pleimann, has set their hands to this instrument on the date stated below, in accordance
with a corporate resolution, consent action, vote of its directors or officers, or as otherwise
authorized by Grantor's articles of incorporation, constitution or by-laws.

GRANTOR:

SIGNATURE: Dale R. Pleimann

PRINTED NAME: Dale R. Pleimann

DATE: 3-12-24

SIGNATURE: Susan Huff Pleimann

PRINTED NAME: Susan Huff Pleimann

DATE: 3-12-24

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, that on the 12TH day of MARCH, 2024, before
me, the subscriber, a Notary Public, in and for said County and State, personally
appeared the person known or proven to me to be DALE R. PLEIMANN, whose title is
_____, of AND SUSAN HUFF - PLEIMANN, whose name is
subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the
signing and execution of said instrument is his (her) free and voluntary act and deed as
its authorized representative for the uses and purposes stated in this instrument.

[SEAL]

Notary Public: Dominic M. Brigano
My Commission Expires: 02/06/2027



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

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution Number 24-0438, dated 3-26-24

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: [Handwritten Signature]

Printed Name: Tom Grossmann

Title: Vice president

Date: 3-26-24

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 26 day of March, 2024, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



[SEAL]

ASHLEY M WATTS
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2024-RE-174016
My Commission Expires Feb. 21, 2029
Notary Public: Ashley M Watts
My Commission Expires: Feb 21, 2029

Approved as to form by:

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

[Handwritten Signature]
By: Assistant Prosecutor

Date: 3/18/24

Dale R. & Susan Huff Pleinmann
Water Main Easement
0.0148 Acres

Situated in Section 24, Town 4, Range 4, Between the Miami Rivers Survey, Clearcreek Township, Warren County, Ohio, being part of a 30.59 acre parcel conveyed to Dale R. and Susan Huff Pleinmann, in I.R. 2021029039 of the Warren County Ohio Recorders office, being a 0.0148 acre Water Main Easement the boundary of which being more particularly described as followed:

Commencing at the northeast corner of Dale R. and Susan Huff Pleinmann said corner also being the southeast corner of Erin Joy Brodie Morgan (I.R. 2020022017) and being on the centerline of Township Line Road;

Thence with the common line with Morgan, N76°55'58"W a distance of 30.30 feet to the west right-of-way line of Township Line Road and the True Point of Beginning;

Thence continuing along said west right of way line, S05°01'02"W a distance of 30.84 feet;

Thence with a new easement line through the lands of Pleinmann, N84°58'58"W a distance of 20.00 feet;

Thence N05°01'02"E a distance of 33.67 feet to a point on the common line with Erin Joy Brodie Morgan;

Thence with the common line of Morgan parcel S76°55'58"E a distance of 20.20 feet to the Point of Beginning.

This easement contains 0.0148 acres, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared on August 9, 2023, and is based on a survey made under the direct supervision of Gregory Barker, Ohio Registration No.S-8656, beginning in 2021. The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD '83, per GPS observations.

RA Consultants, LLC
10856 Kenwood Road
Cincinnati, Ohio 45242

Gregory Barker

Date

Dale R. & Susan Huff Pleinmann
Water Main Easement
0.0666 Acres

Situated in Section 24, Town 4, Range 4, Between the Miami Rivers Survey, Clearcreek Township, Warren County, Ohio, being part of a 30.59 acre parcel conveyed to Dale R. and Susan Huff Pleinmann, in I.R. 2021029039 of the Warren County Ohio Recorders office, being a 0.0666 acre Water Main Easement the boundary of which being more particularly described as followed:

Commencing at the northeast corner of Dale R. and Susan Huff Pleinmann said corner also being the southeast corner of Erin Joy Brodie Morgan (I.R. 2020022017) and being on the centerline of Township Line Road;

Thence with the common line with Morgan, N76°55'58"W a distance of 30.30 feet to the west right-of-way line of Township Line Road;

Thence with the west right-of-way S05°01'02"W a distance of 129.17 feet to the True Point of Beginning;

Thence continuing along said west right of way line, S05°01'02"W a distance of 145.00 feet;

Thence with a new easement line through the lands of Pleinmann following (3) three courses:

1. N84°58'58"W a distance of 20.00 feet;
2. N05°01'02"E a distance of 145.00 feet;
3. S84°58'58"E a distance of 20.00 feet to the Point of Beginning.

This easement contains 0.0666 acres, more or less, and being subject to all legal highways and any and all easements of record.

The above description was prepared on August 9, 2023, and is based on a survey made under the direct supervision of Gregory Barker, Ohio Registration No.S-8656, beginning in 2021. The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD '83, per GPS observations.

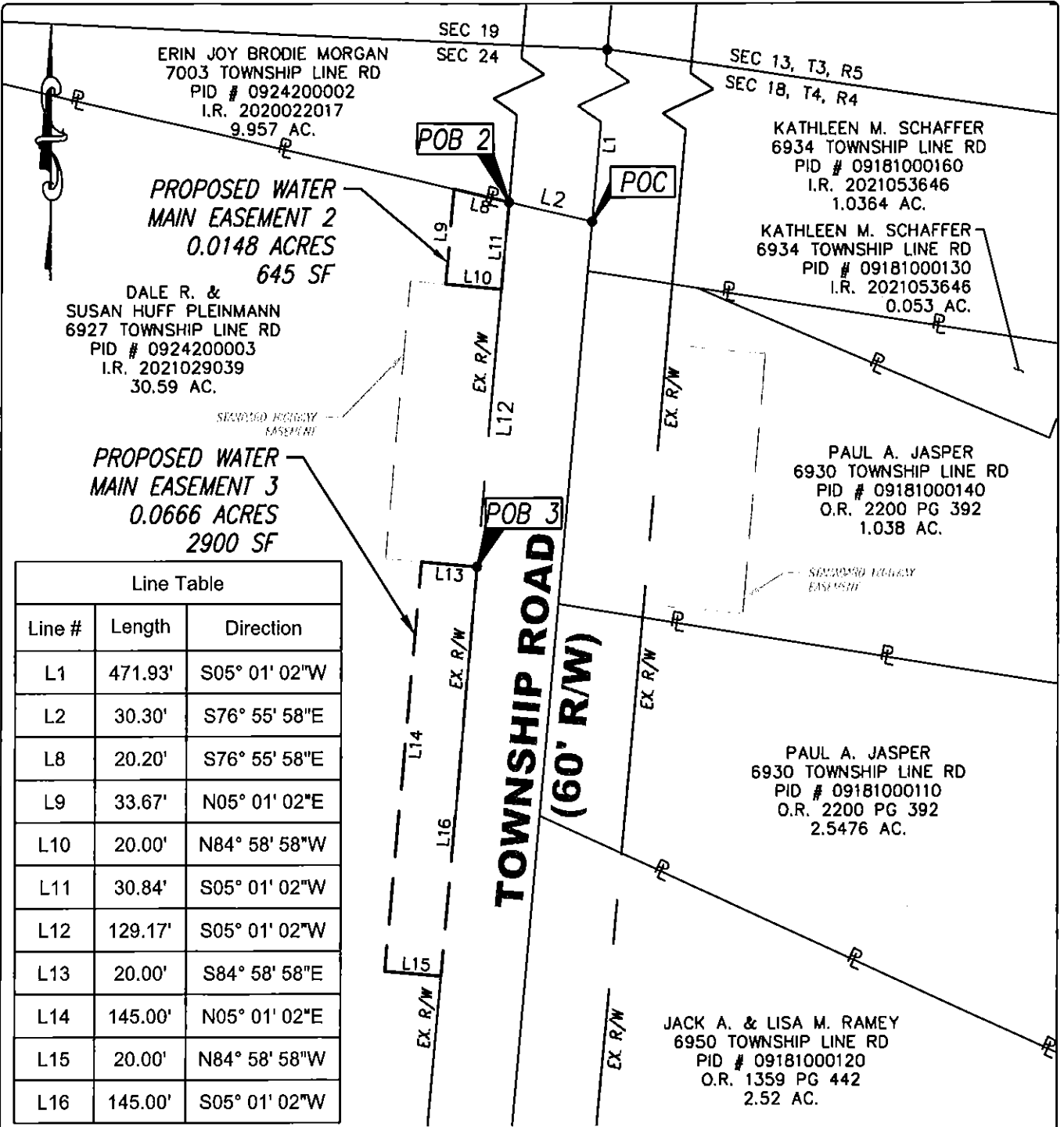
RA Consultants, LLC
10856 Kenwood Road
Cincinnati, Ohio 45242

Gregory Barker

Date

DATE: 12/15/2023 11:49:15 AM

FILENAME: C:\OD\RAC\Share - Client Projects\030 Warren County\22-030.001 2023 Township Rd Easement\CAD\Easements\Easement.dwg



PROPOSED WATER MAIN EASEMENT 2
0.0148 ACRES
645 SF

DALE R. &
SUSAN HUFF PLEINMANN
6927 TOWNSHIP LINE RD
PID # 0924200003
I.R. 2021029039
30.59 AC.

PROPOSED WATER MAIN EASEMENT 3
0.0666 ACRES
2900 SF

STANDARD RAILROAD EASEMENT

PAUL A. JASPER
6930 TOWNSHIP LINE RD
PID # 09181000140
O.R. 2200 PG 392
1.038 AC.

PAUL A. JASPER
6930 TOWNSHIP LINE RD
PID # 09181000110
O.R. 2200 PG 392
2.5476 AC.

JACK A. & LISA M. RAMEY
6950 TOWNSHIP LINE RD
PID # 09181000120
O.R. 1359 PG 442
2.52 AC.

Line Table		
Line #	Length	Direction
L1	471.93'	S05° 01' 02"W
L2	30.30'	S76° 55' 58"E
L8	20.20'	S76° 55' 58"E
L9	33.67'	N05° 01' 02"E
L10	20.00'	N84° 58' 58"W
L11	30.84'	S05° 01' 02"W
L12	129.17'	S05° 01' 02"W
L13	20.00'	S84° 58' 58"E
L14	145.00'	N05° 01' 02"E
L15	20.00'	N84° 58' 58"W
L16	145.00'	S05° 01' 02"W

EXHIBIT C

SKETCH OF WATER MAIN EASEMENT
DALE R. & SUSAN HUFF PLEINMANN
PID No. 0924200003
Section 24, Town 4, Range 4
Situated in Clearcreek Township, Warren County, Ohio

SCALE: 1" = 50'
DRAWN: DCR
CHECKED:
DATE:
Aug 17, 2023

RA CONSULTANTS
10856 KENWOOD ROAD
CINCINNATI, OH 45242
513.469.6800
www.raconsultantsllc.com

WAIVER [OF APPRAISAL]

WHEREAS, nothing in Chapter 163 of the Revised Code [Appropriation of Property] precludes a person from voluntarily conveying his property, or a part thereof, including an easement across such property for public purposes, when a governmental agency offers to purchase the property, a part thereof or easement across such property; and,

WHEREAS, any such voluntary conveyance of a property, or a part thereof, including an easement across such property for public purposes, to a governmental agency is deemed for all purposes to be a sale under the threat of eminent domain in accordance with Ohio Rev. Code § 163.02; and,

WHEREAS, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may appropriate real property only after it obtains an appraisal of the property and provides a copy of the appraisal to the owner or, if more than one, each owner or to the guardian or trustee of each owner, at or before the time a governmental agency makes its first offer to acquire the property or the interest therein; and,

WHEREAS, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may prescribe a procedure to waive the appraisal in cases involving the acquisition by sale or donation of property with a fair market value of ten thousand dollars (\$10,000.00) or less; and,

WHEREAS, the Warren County Board of County Commissioners adopted Resolution No. 08-1093, dated July 17, 2008, that sets forth the procedure for waiving an appraisal as permitted in Ohio Rev. Code § 163.04 (C), as follows: Board hereby establishes a policy of waiving appraisals in accordance with Ohio Rev. Code § 163.04 (C), where the fair market value of an easement is estimated to be less than ten thousand dollars (\$10,000), for the following general circumstances:

1. Assessment projects where the property owners shall be beneficiaries of the project; and/or,
2. Projects where the property owners have requested that an appraisal not be performed.

WHEREAS, the Warren County Board of County Commissioners will construct water lines and related water transfer equipment, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee, ("Project") for public use and purposes; and,

WHEREAS, the Project necessitates Warren County to acquire an easement across the property identified above.

THEREFORE, in consideration of mutual promises, the receipt and sufficiency are hereby stipulated, the undersigned owner(s) of the property identified above does hereby knowingly and intelligently: (i) acknowledge its rights under Ohio Rev. Code § 163.04, et seq. to receive an appraisal of the property identified above for the Project; (ii) waive(s) the right to receive an appraisal of the property identified above for the Project; and, (iii) acknowledge Warren County's obligation to provide it with an appraisal of the property identified above for the Project and does further release and discharge Warren County and its agents, departments, employees and officials from providing the undersigned owner with an appraisal.

IN EXECUTION WHEREOF, the undersigned owner having had a sufficient opportunity to read this Waiver and having prior to signing it reviewed it with the assistance of legal counsel or elected not to review it with the assistance of legal counsel, does acknowledge that that its contents are fully and completely understood and shall be bound by its terms.

OWNER:

SIGNATURE: Dale R. Pleuman

PRINTED NAME: _____

TITLE: OWNER

DATE: 3.12.24

Susan Huff - Pleuman
3-12-24

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

Resolution

Number 24-0439

Adopted Date March 26, 2024

DECLARING VARIOUS ITEMS FROM BOARD OF DEVELOPMENTAL DISABILITIES, CLERK OF COURTS, COMMISSIONERS OFFICE, COMMON PLEAS COURT, OFFICE OF MANAGEMENT & BUDGET, AND WATER & SEWER AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

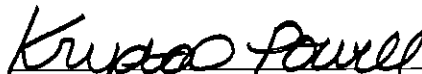
BE IT RESOLVED, to authorize disposal of various items from the Board of Developmental Disabilities, Clerk of Courts, Commissioners Office, Common Pleas Court, Office of Management & Budget, and Water & Sewer in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/tm











cc: 2024 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Asset Search Results

Asset Status is 'Ready for Review'

Location: POC:

Items 1 through 22 of 22

ID	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
<input type="button" value="5394"/>	BDD240007		2 iPad Air w/ Stands	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5406"/>	BDD240008		3 iPads	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5395"/>	CKL240001		Printer LaserJet 600 M602 one tray	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5396"/>	CKL240002		toner and drum for a laserJet 600 M602 copler	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5397"/>	CLK240003		KONICA MINOLTA 3 TRAY FAX COPIER	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5385"/>	COM240029		Adjustable Office Chair	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5386"/>	COM240030		5 Hard Drives	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5387"/>	COM240031		3 Pull Out Keyboard Trays	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5388"/>	COM240032		Misc. Office Supplies and Organizers	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5389"/>	COM240033		Lot of 11 Computer Monitors	Ready for Review			<input type="button" value="v"/>
<input type="button" value="5398"/>	COM240034		CHERRY CREDENZA With GLASS DOORS	Ready for Review			<input type="button" value="v"/>

5400	COM240035		Cherry Phone Table	Ready for Review	▼
5399	COM240036		2 Drawer File Cabinet	Ready for Review	▼
5384	CPC2405		12 CPUS, 1 HP PRINTER, 1 BATTERY BACKUP	Ready for Review	▼
5390	OMB24008		Lot of 4 Dell Computer Monitors	Ready for Review	▼
5391	OMB24009		Shredder	Ready for Review	▼
5393	OMB24011		2 Computer Tables	Ready for Review	▼
5401	WAT240005		Misc Lot of Pumps, Chainsaws, Blowers, Lights and Generators	Ready for Review	▼
5402	WAT240006		SALT SPREADER	Ready for Review	▼
5403	WAT240007		USED BLACK ROLLING OFFICE CHAIRS (2)	Ready for Review	▼
5404	WAT240008		OCE CS 2236 PRINTER	Ready for Review	▼
5405	WAT240009		NATIONAL SIGNAL LIGHTS	Ready for Review	▼

Items 1 through 22 of 22

For Support, contact your CAM: Kerith Funk (5135356582) or call 1-800-613-0156 from 8 am - 7 pm ET or email Support.

[Site Map](#)

Acct ID: 3051 - P01

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

Resolution

Number 24-0440

Adopted Date March 26, 2024

ACKNOWLEDGING PAYMENT OF BILLS

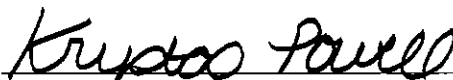
BE IT RESOLVED, to acknowledge payment of bills from 3/19/24 and 3/21/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

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

Resolution

Number 24-0441

Adopted Date March 26, 2024

ENTERING INTO STREET AND APPURTENANCES (including Sidewalks) SECURITY AGREEMENT WITH KENSINGTON DEVELOPMENT COMPANY OF OHIO, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING, SECTION 3 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	: 24-008 (P/S)
Development	: Losh Landing, Section 3
Developer	: Kensington Development Company of Ohio, LLC
Township	: Deerfield
Amount	: \$224,125.20
Surety Company	: Capitol Indemnity Corporation (CIC1948996)

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, 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.

CIC1948996 24-008 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Kensington Development Company of Ohio, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Losh Landing Subdivision, Section/Phase 3 (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 \$179,672.16, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$172,404.00; 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 \$224,125.20 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$35,934.43 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:

Kensington Development Company of Ohio, LLC

3333 Madison Pk Suite C

Ft. Wright, KY 41017

Ph. (859) 250 - 8285

D. To the Surety:

Capitol Indemnity Corporation

P.O. Box 5900

Madison, WI 53705 - 0900

Ph. (608) 829 - 4200

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

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

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

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

_____ **Original Escrow Letter** (attached)

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

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

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

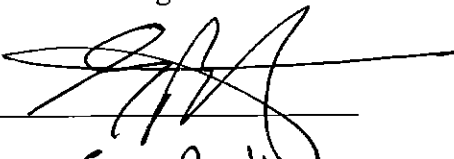
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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


DEVELOPER:

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

SIGNATURE: 
PRINTED NAME: Greg Berling
TITLE: President
DATE: 3-11-2024

SURETY:

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

SIGNATURE: 
PRINTED NAME: Liz Ohl
TITLE: Attorney-in-Fact
DATE: 03/08/2024

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0441, dated 3-26-24.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

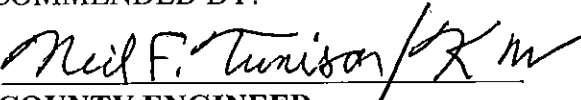
SIGNATURE: * 

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 3-26-24

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----RANDAL NOAH; LIZ OHL; KATIE ROSE; STELLA ADAMS; NANCY NEMEC; TAMMY L. MASTERSON-----
 -----TIFFIANY GOBICH; KELSEY BECKER, AUDRIA COLEMAN; CORIE PFISTER; KATHRINE KREKELER-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

RJ Byrnes

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick

Todd Burrick
Chief Underwriting Officer



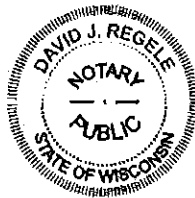
CAPITOL INDEMNITY CORPORATION

Adam L. Sills

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 8th day of March, 2024



Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary

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

Resolution

Number 24-0442

Adopted Date March 26, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH KENSINGTON DEVELOPMENT COMPANY OF OHIO, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING, SECTION 3 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	:	24-008 (W/S)
Development	:	Losh Landing, Section 3
Developer	:	Kensington Development Company of Ohio, LLC
Township	:	Deerfield
Amount	:	\$202,358.65
Surety Bond	:	Capitol Indemnity Corporation (CIC 1948999)

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Kensington Development Company, 333 Madison Pk Suite C, Ft. Wright, KY 41017
Capitol Indemnity Corporation, P.O. Box 5900, Madison, WI 53705-0900
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

CIC1948999 24-008 (4s)

This Agreement made and concluded at Lebanon, Ohio, by and between Kensington Development Company of Ohio, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Losh Landing Subdivision, Section/Phase 3 (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 \$155,358.65, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$155,358.65; 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 \$202,358.65 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 2 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 \$15,566.05 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:

Kensington Development Company of Ohio, LLC

3333 Madison Pk Suite C

Ft. Wright, KY 41017

Ph. (859) 250 _ 8285

D. To the Surety:

Capitol Indemnity Corporation

P.O. Box 5900

Madison, WI 53705 - 0900

Ph. (608) 829 - 4200

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

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

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

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

_____ **Original Escrow Letter** (attached)

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

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

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

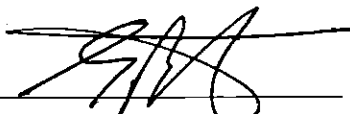
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

DEVELOPER:

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

SIGNATURE: 

PRINTED NAME: Greg Berling

TITLE: President

DATE: 3-11-2024

SURETY:

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

SIGNATURE: 

PRINTED NAME: Liz Ohl

TITLE: Attorney-in-Fact

DATE: 03/08/2024

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0442, dated 3-26-24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: vice President

DATE: 3-26-24

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By:  ASST PROS.
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

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----RANDAL NOAH; LIZ OHL; KATIE ROSE; STELLA ADAMS; NANCY NEMEC; TAMMY L. MASTERSON-----
-----TIFFIANY GOBICH; KELSEY BECKER, AUDRIA COLEMAN; CORIE PFISTER; KATHRINE KREKELER-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----



This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

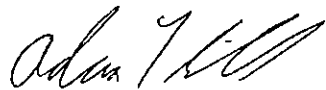
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

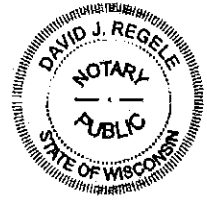
Attest: 
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

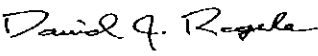


CAPITOL INDEMNITY CORPORATION

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



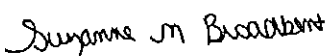

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 8th day of March, 2024.




Suzanne M. Broadbent
Assistant Secretary

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

Resolution

Number 24-0443

Adopted Date March 26, 2024

ENTERING INTO STREET AND APPURTENANCES (including Sidewalks) SECURITY AGREEMENT WITH KENSINGTON DEVELOPMENT COMPANY OF OHIO, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING NORTH, SECTION 2 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	: 24-009 (P/S)
Development	: Losh Landing North, Section 2
Developer	: Kensington Development Company of Ohio, LLC
Township	: Deerfield
Amount	: \$253,178.19
Surety Company	: Capitol Indemnity Corporation (CIC1948997)

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, 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.

CIC1948997

24009 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Kensington Development Company of Ohio, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Losh Landing North **Subdivision, Section/Phase 2** (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 \$202,744.45, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$194,752.45; 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 \$253,178.19 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$40,548.89 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:

Kensington Development Company of Ohio, LLC

3333 Madison Pk Suite C

Ft. Wright, KY 41017

Ph. (859) 250 - 8285

D. To the Surety:

Capitol Indemnity Corporation

P.O. Box 5900

Madison, WI 53705 - 0900

Ph. (608) 829 - 4200

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

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

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

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

_____ **Original Escrow Letter** (attached)

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

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

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

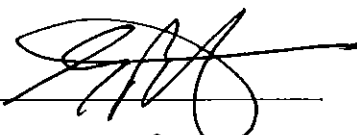
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

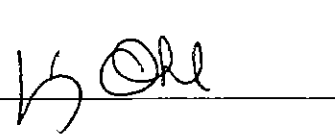
DEVELOPER:

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

SIGNATURE: 
PRINTED NAME: Greg Berling
TITLE: President
DATE: 3-11-2024

SURETY:

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

SIGNATURE: 
PRINTED NAME: Liz Ohl
TITLE: Attorney-in-Fact
DATE: 03/08/2024

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 24-0443, dated 3-26-24.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

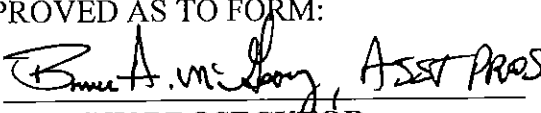
TITLE: Vice President

DATE: 3-26-24

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----RANDAL NOAH; LIZ OHL; KATIE ROSE; STELLA ADAMS; NANCY NEMEC; TAMMY L. MASTERSON-----
 -----TIFFANY GOBICH; KELSEY BECKER, AUDRIA COLEMAN; CORIE PFISTER; KATHRINE KREKELER-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

RJ Byrnes

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick

Todd Burrick
Chief Underwriting Officer



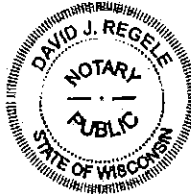
CAPITOL INDEMNITY CORPORATION

Adam L. Sills

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 8th day of March, 2024.



Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary

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

Resolution

Number 24-0444

Adopted Date March 26, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH KENSINGTON DEVELOPMENT COMPANY OF OHIO, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING NORTH, SECTION 2 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	:	24-009 (W/S)
Development	:	Losh Landing North, Section 2
Developer	:	Kensington Development Company of Ohio, LLC
Township	:	Deerfield
Amount	:	\$120,050.45
Surety Bond	:	Capitol Indemnity Corporation (CIC 1948998)

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Kensington Development Company, 333 Madison Pk Suite C, Ft. Wright, KY 41017
Capitol Indemnity Corporation, P.O. Box 5900, Madison, WI 53705-0900
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

CIC1948998 24-009(46)

This Agreement made and concluded at Lebanon, Ohio, by and between Kensington Development Company of Ohio, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporatoin (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Losh Landing North **Subdivision, Section/Phase 2** (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 \$92,346.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$92,346.50; 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 \$120,050.45 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be 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 2 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 \$9,234.65 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:

Kensington Development Company of Ohio, LLC

3333 Madison Pk Suite C

Ft. Wright, KY 41017

Ph. (859) 250 _ 8285

D. To the Surety:

Capitol Indemnity Corporation

P.O. Box 5900

Madison, WI 53705 - 0900

Ph. (608) 829 - 4200

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

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

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

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

_____ **Original Escrow Letter** (attached)

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

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

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

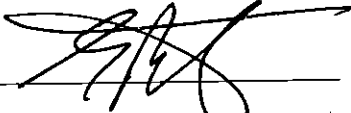
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

DEVELOPER:

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

SIGNATURE: 

PRINTED NAME: Greg Bertling

TITLE: President

DATE: 3-11-2024

SURETY:

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

SIGNATURE: 

PRINTED NAME: Liz Ohi

TITLE: Attorney-in-Fact

DATE: 03/08/2024

[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 24-0444, dated 3-26-24.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: * 

PRINTED NAME: Tom Grossmann

TITLE: Vice-
President

DATE: 3-26-24

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----RANDAL NOAH; LIZ OHL; KATIE ROSE; STELLA ADAMS; NANCY NEMEC; TAMMY L. MASTERSON-----
 -----TIFFANY GOBICH; KELSEY BECKER, AUDRIA COLEMAN; CORIE PFISTER; KATHRINE KREKELER-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of



----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----
 This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

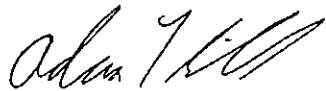
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

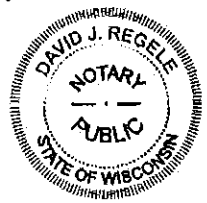
Attest:

 Ryan J. Byrnes
 Senior Vice President,
 Chief Financial Officer and Treasurer

 Todd Burrick
 Chief Underwriting Officer

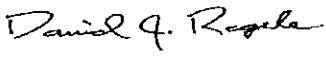


CAPITOL INDEMNITY CORPORATION

 Adam L. Sills
 Chief Executive Officer and President

STATE OF WISCONSIN } S.S.:
 COUNTY OF DANE

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



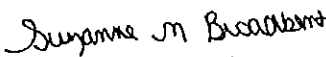

 David J. Regele
 Notary Public, Dane Co., WI
 My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
 COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 8th day of March, 2024




 Suzanne M. Broadbent
 Assistant Secretary

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

Resolution

Number 24-0445

Adopted Date March 26, 2024

APPROVING VARIOUS RECORD PLATS

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

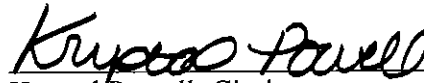
- Losh Landing Section 3 Final Plat – Deerfield Township
- Losh Landing North Section 2 Final Plat – Deerfield Township

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

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

Resolution

Number 24-0446

Adopted Date March 26, 2024

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN SHERIFF'S OFFICE FUND
#2287

BE IT RESOLVED, to approve the following supplemental appropriation adjustments within
Warren County Sheriff's Office Fund #2287:

\$3,000.00 228752200 5850 Training & Education

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)
OMB

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

Resolution

Number 24-0447

Adopted Date March 26, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN DOMESTIC RELATIONS
COURT FUND #11011230

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1000.00	from	#11011230-5317	(Dom Rel Non-Capital)
	into	#11011230-5820	(Dom Rel Health & Life)
\$1000.00	from	#11011230-5910	(Other Expenses)
	Into	#11011230-5820	(Health & Life)

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Domestic Relations Court (file)

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

Resolution

Number 24-0448

Adopted Date March 26, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND
#2202

BE IT RESOLVED, to approve the following appropriation adjustments for utilities and other expenses:

\$ 5,000.00 from 22023110-5371 (SOFTWARE-DT BRD APR)
into 22023110-5430 (UTILITIES)

\$ 10,000.00 from 22023120-5320 (CAPITAL PURCHASE)
Into 22023120-5910 (OTHER EXPENSE)

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

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

Resolution

Number 24-0449

Adopted Date March 26, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND
#2202

BE IT RESOLVED, to approve the following appropriation adjustments for purchase of copier:

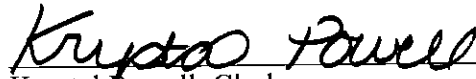
\$ 8500.00	from	22023110-5320	(CAPITAL PURCHASE)
	into	22023110-5321	(DT BD APR BOCC)

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

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

Resolution

Number 24-0450

Adopted Date March 26, 2024

**APPROVING APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS
COMMUNITY CORRECTIONS 2227**

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 4,000.00	from	BUDGET-BUDGET 22271220 5820	Health/Life Insurance
	into	BUDGET-BUDGET 22271220 5910	Other Expenses

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-0451

Adopted Date March 26, 2024

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND 2245

BE IT RESOLVED, to approve the following appropriation adjustment:

\$200.00	from	#22452450-5850	(Training/Education)
	into	#22452450-5911	(Non-Taxable Meal Fringe)

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

MRB/Adjustment/2245

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

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

Resolution

Number 24-0452

Adopted Date March 26, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE FUND
#6632

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 6,000.00 from #66320100-5932 (Health – Medical Rx Claims)
into #66320100-5400 (Health – Purchased Services)

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

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

Resolution

Number 24-0453

Adopted Date March 26, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


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

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
SHE	MONTROSE FORD LLC	SHE 2024 FORD TRANSIT VANS	\$ 103,599.54 *state contract
ENG	DALE R PLEIMANN	ENG. TEMP/PERM EASEMENT TWP LI	\$ 2,000.00 *contract in packet
WAT	REQ BLANKET VENDOR	WAT DAMAGE REIMBURSEMENT FOR 8	\$ 10,924.97 *resolution in packet

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	KT HOLDEN CONSTRUCTION LLC	WAT SOCIALVILLE TRANS MAIN PHASE 3	\$ 66,415.49 *increase

3/26/2024 APPROVED:



Martin Russell, County Administrator

Resolution

Number 24-0454

Adopted Date March 26, 2024

APPROVING AND ENTERING INTO THE LIMITED & REVOCABLE USE AND INDEMNIFICATION AGREEMENT WITH RIGHT OF FIRST REFUSAL/OPTION TO PURCHASE WITH ERIC WESLEY FIELDS RELATIVE TO 2381 AND 2355 GREENTREE ROAD IN TURTLECREEK TOWNSHIP ACROSS FROM THE WARREN COUNTY AIRPORT/JOHN LANE FIELD (I-68)

WHEREAS, pursuant to Resolution #22-0780, adopted May 31, 2022, this Board entered into the Initial Limited & Revocable Use and Indemnification Agreement (the "Initial Agreement") with Eric Fields, who owns and resides at 2355 Greentree Road and had requested a limited right to use the County owned abutting vacant parcel located at 2381 Greentree Road to graze his horses; and

WHEREAS, the Initial Agreement for the term of one year that has expired but consistent with the terms of the Agreement, Mr. Fields is entitled to request an extension to the term of the Agreement; and

WHEREAS, Mr. Fields desires to extend the term of the Agreement for the year 2024, and as additional consideration for the same he is willing to grant this Board a Right of First Refusal/Option to Purchase his property at 2355 Greentree Road upon the terms stated in the attached Limited & Revocable Use and Indemnification Agreement with Right of First Refusal/Option to Purchase.

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 PRESIDENT OF THE BOARD to enter into the attached Limited & Revocable Use and Indemnification Agreement with Right of First Refusal/Option to Purchase and accompanying Memorandum to be recorded of public record by the Clerk.
- 2) The findings made by the Board in the above whereas clauses are hereby adopted as a part of these resolving paragraphs.
- 3) All action taken relating hereto and this Resolution is an administrative act and shall be effective immediately.
- 4) All action taken relating hereto to and this Resolution occurred in an open meeting of the Board in compliance with the Ohio Open Meetings Act, Section 121. 22, et seq. of the Ohio Revised Code.

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

RESOLUTION # 24-0454
MARCH 26, 2024
PAGE 2

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

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

Resolution adopted this 26th day of March 2024.

BOARD OF COUNTY COMMISSIONERS



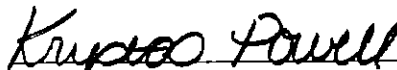
Krystal Powell, Clerk

cc: c/a- Fields, Eric
Airport (file)
Bruce McGary, Pros. Office
Al Wolfson, AAB Sec/Treas.

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution
No. 24-0454 adopted 26 day of March, 2024, by the Board of
Commissioners of Warren County, Ohio.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

**Limited & Revocable Use and Indemnification Agreement
with Right of First Refusal/Option to Purchase**

THIS LIMITED AND REVOCABLE USE & INDEMNIFICATION AGREEMENT WITH RIGHT OF FIRST REFUSAL (the "Agreement"), effective on the last date of execution by the parties, has been entered into by the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio County and political subdivision (the "County"), whose contact information for all purposes herein is 406 Justice Drive, Lebanon, Ohio 45036, Phone: (513) 695-1250, and Eric Wesley Fields ("Mr. Fields"), whose contact information for all purposes herein is 2355 Greentree Rd., Lebanon, Ohio 45036, Cell Ph. (513) 706-7404 and Email: warriorranch15@yahoo.com.

RECITALS:

WHEREAS, by virtue of a general warranty deed recorded in O.R. Vol. 4380, Page 448 on 1/16/2007 in the Warren County, Ohio Recorder's Office, the County is the owner of a 5.8 acre parcel located in Turtlecreek Township, Warren County at 2381 Greentree Rd., Lebanon, OH 45036, and identified as PID: 08-13-400-007 and Auditor's Acct. No. 5301327 (the "County's Property") which is more particularly described on Exhibit "A"; and,

WHEREAS, by virtue of a general warranty deed recorded as Doc. 2022-011895 on 12/2/2021 in the Warren County, Ohio Recorder's Office, Mr. Fields is the owner of a 5.511 acre parcel located in Turtlecreek Township, Warren County at 2355 Greentree Rd., Lebanon, Ohio 45050, and identified as PID: 08-13-400-008 and Auditor's Acct. No. 5317436 ("Mr. Field's Property") which is more particularly described on Exhibit "B;" and,

WHEREAS, Mr. Fields Property abuts the County's Property, and he desires to use the County's Property for limited purposes of accessing, enclosing and grazing horses regardless of the fact the County's Property is in such close proximity to the Warren County Airport, John Lane Field/Air Nav: I68 (the "Airport") which is a general aviation airport with 103 fixed based aircraft and generates numerous flights daily by single engine and multi engine airplanes, jet airplanes and helicopters that may approach and depart directly above and adjacent to the County's Property at low altitudes; and,

WHEREAS, the County is willing to allow Mr. Fields to use the County Property for the limited purposes and subject to the terms and conditions set forth herein; and,

WHEREAS, the management of the County's Property described on Exhibit "A", on behalf of the County, including without limitation the policing of Mr. Fields permitted uses of the County's Property, shall be by the Warren County Airport Authority Board ("AAB"), whose contact information for all purposes herein is 2460 Greentree Rd., Lebanon, Ohio 45036, Ph. (513) 932-7966, or its designee the Warren County Airport Manager.

NOW THEREFORE, in consideration of the recitals set forth above, which are incorporated by reference herein, the Parties do hereby agree to the following:

- 1) Non-exclusive Limited and Revocable Right of Use. Subject to full compliance with all terms and conditions of this Agreement, Mr. Fields shall be entitled to use the County's Property for the

following limited purposes during the term of the Agreement, or until such time as the County may revoke and terminate the Agreement with or without cause:

- a) no more than 5 horses owned by Mr. Fields or a family member, or a member of a 4-H club of which Mr. Fields is a club advisor, may be kept in a fenced enclosure on the County's Property; and,
 - b) at his sole cost, Mr. Fields may erect (at his assumed risk as described hereinafter) and maintain a livestock fence and gate(s) in good repair with specifications sufficient to prevent any horses kept or boarded by Mr. Fields from escaping from the fenced enclosure. The gate or gates that access such fenced enclosure shall be positioned only along the common boundary line with Mr. Field's Property and as far away from Greentree Road as possible.
- 2) Term. Subject to being earlier terminated, the term of this Agreement shall be one (1) year beginning the date the County causes this Agreement to be executed, with the right to renew for one or more annual terms. Mr. Fields and the County shall be required to execute a new Agreement each year the parties desire to continue the right to use the County's Property.
- 3) Consideration. The consideration for this Agreement shall be as follows: i) Mr. Fields grants the County a Right of First Refusal/Option to Purchase as provided in paragraph 15 hereinafter; and, ii) Mr. Fields, at his sole cost shall at all times: a) maintain the County's Property by preventing the grass from growing taller than six (6) inches; b) maintain the fence line in such a manner as to prevent grass, trees or any other vegetation from growing therein; c) keep the County's Property free of all noxious weeds; d) keep the County's Property free of debris, trash or any other waste; e) keep and maintain all fence on the County's Property in good condition, repair and in compliance with specifications sufficient to prevent any horse Mr. Fields keeps or boards on the County's Property from escaping from the fenced enclosure.
- 4) Assumption of Risks. Mr. Fields, for himself and on behalf of his invitees, permittees, insurers and any third parties acting by or through him, does hereby agree that the intended use of the County's Property will entail known and unanticipated risks that could result in property damage and/or bodily injury, including but not limited to physical or emotional injury, paralysis or death, nevertheless, he assumes such risks of such activities and acknowledges the County assumes no responsibility for such risks, nor for the adequacy or sufficiency of warnings or lack thereof.
- 5) Strict liability. Mr. Fields acknowledges that he understands that Ohio laws (section 951.02, et seq. of the Ohio Revised Code and Ohio common law) impose strict liability upon the owner, keeper, or boarder of horses in the event a horse should escape the fenced enclosure on the County's Property and run at large, graze on another's land, or cause injury to property or damage to others. Mr. Fields assumes these risks and shall be solely liable for maintaining a fenced enclosure and/or gate(s) on the County's Property in a sufficient manner to prevent a horse from escaping due to inadequate fence, gate, or any other reason.
- 6) Covenants, Conditions and Restrictions.
- a) There shall be no horse boarding for a fee, nor horse riding of any kind, by Mr. Fields or any other persons on the County's Property.

- b) Any fencing and gate(s) that exist or are constructed by Mr. Fields on the County's Property are to be maintained and/or constructed at his own expense and risk, and he acknowledges that such fencing or gate(s) shall be deemed to have been abandoned and forfeited to the County upon termination of this Agreement.
- c) There shall be no vegetation on the County's Property other than low growing grass for the purpose of horse grazing. For absolute clarity, no cereal grain products may be permitted at any time as such are wildlife attractants and incompatible with the Airport. Cereals are annual plants, generally of the gramineous family, yielding grains used for food, feed, seed and commercial or industrial purposes. Examples of cereals include but are not limited to corn, soybeans, barley, and wheat.
- d) There shall be no excavation of any kind, or ponding of water, on any part of the County's Property.
- e) There shall no erection of structures (other than the fence provided for above), piling or storing of dirt or spoils of any kind, storage of hay, feed, supplies or any other materials on the County's Property.
- f) There shall be no equipment or vehicles stored on the County's Property.
- g) Mr. Fields shall refrain from and prohibit others from erecting signage on the County's Property. In the event any signage should appear on the County's Property, the County or AAB shall be entitled to cause it to be removed immediately without notice to Mr. Fields.
- h) There shall be no activities on the County's Property that would interfere with the protected airspace on and above the ground including the Runway Protection Zone ("RPZ"), Approach Zone ("AZ") or Transition Zone ("TZ") overlays on the County's Property, or result in a violation of any other federal, state, and local laws including without limitation applicable zoning regulations.
- i) Mr. Fields shall not, nor permit, any use of the County's Property that will create electrical interference with radio communications between the Warren County Airport and any aircraft; conduct any activities that would make it difficult for pilots of aircraft to distinguish between Airport lights and others; any use that would impair visibility in the vicinity of the Airport; any use that would endanger the landing, taking off or maneuvering of aircraft; any use that will create a glare or misleading lights, or any fuel handling and storage, or smoke generating activities allowed.
- j) Encumbrances. Mr. Fields shall promptly pay all obligations to contractors, subcontractors, materialman and suppliers for goods and services used for his activities and shall not identify the rights or interest granted herein for purposes of, nor shall he allow any lender, vendor, materialmen, supplier, or taxing authority to cause a lien of any type to be filed of public record against the County's Property. In the event Mr. Fields violates this restriction, the County may demand that Mr. Fields immediately satisfy and/or bond off any such lien or encumbrance within three (3) days of receipt of written notice from the County. Should Mr. Fields fail to timely do so, the County may, but is not obligated to, satisfy or bond off any lien or encumbrance relating to Mr. Fields activities, and Mr. Fields shall reimburse the County for any costs and expenses incurred by the County to remove or bond off the lien or encumbrance, and to recover payment in full from Mr. Fields, including reasonable attorney's fees, expenses, and costs incurred by the County.
- k) Non-Transferrable or Assignable. No rights under this Agreement are transferrable or assignable by Mr. Fields to any other person, or his successor in interest.

- 7) Termination. The Agreement shall terminate: i) after one (1) year; (ii) at any time Mr. Fields no longer uses the County's Property for the limited purposes stated herein for thirty (30) consecutive days, or (iii) by the County for any reason(s) with or without cause.
- 8) No Dedication, Claim or Interest Other Than as Provided Herein. This Agreement nor Mr. Fields use of the County's Property shall give rise to any claim or interest in the property under any legal or equitable theory including without limitation adverse possession, prescriptive easement, easement by use or necessity, merger, or estoppel.
- 9) Indemnification. Mr. Fields shall indemnify, defend and save harmless Warren County and its elected officials, employees, agents and insurers, and the AAB and its board, trustees, agents and insurers, from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claim or any suit for damages, injunction or other relief, on account of injury to or death of any person, environmental contamination, or damage to any property including the loss of use thereof, or on account of interruption of use of the property, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any act or omission, negligent or otherwise, of Mr. Fields or his permittees or invitees.

8) Insurance

Mr. Fields shall obtain prior to his use and the effective date of this Agreement and maintain at all times while this Agreement is in effect, a policy of general liability insurance with a limit of \$2,000,000 per occurrence for bodily injury (including death) and for damage to property. Mr. Fields shall furnish to the County a certificate from an insurance carrier licensed, authorized or permitted to do business in the State of Ohio, evidencing that policy of insurance has been issued to Mr. Fields providing for the aforementioned insurance and certifying such policy is in force and that names Warren County and its elected officials and employees, and AAB and its board of trustees and Airport General Manager as additional insured with equivalent coverage and duty to defend as such policy provides for Mr. Fields, as well as require thirty (30) days' prior written notice to the County of any notice of cancellation of or material change to such policy.

9) Real Property Taxes.

The County's Property currently enjoys the benefit of real property tax exempt status. In the event that any activities of Mr. Fields or his permittees or invitees should result in the County's loss of such real property tax exempt status, Mr. Fields shall be obligated to reimburse the County for any real property taxes, assessments, penalties, interest, or recoupment of taxes billed to the County resulting therefrom. In the event that the current real property tax exempt status should be revoked, such act shall entitle the County to terminate this Agreement, however, Mr. Fields agrees to reimburse the County as provided herein shall survive termination of this Agreement.

10) Binding Effect.

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

11) Counterparts.

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

12) Severability.

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

13) Interpretation, Disputes and Litigation.

This Agreement is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules. Interpretations and disputes of any kind relating to the terms and conditions of this Agreement shall be brought in or removed to the Warren County, Ohio, Court of Common Pleas exclusively, unless the Parties mutually agree in writing to mediation to occur in Warren County, Ohio. The parties irrevocably agree no claim or cause of action of any kind shall be brought in any other state or federal court and should Mr. Fields or his successors and assigns breach the conditions of this provision then Mr. Fields or his successors and assigns shall pay all court costs and reasonable attorney fees incurred by the County to remove such litigation to the Warren County, Ohio Court of Common Pleas.

14) Recordation; Public Domain. Except as provided in paragraph 15 hereinafter, this Agreement shall not be recorded of public record in the office of the Warren County, Ohio Recorder's Office. Nor shall Mr. Fields or any third party on his behalf cause any advertisement, sale, or rental listing of any kind, relating to his property to represent that his tenants or successors are entitled to use the County's Property.

15) Right of First Refusal. Mr. Fields hereby grants to the County an exclusive Right of First Refusal/Option to Purchase Mr. Fields' Property including all rights, title, interest, improvements, easements and appurtenances in the event: a) Mr. Fields receives an unsolicited or solicited written bona fide offer to purchase from any third party whereupon Mr. Fields shall immediately mail, email or deliver a copy of the written offer to purchase to the County's Administrator at 406 Justice Drive, Lebanon, OH 45036 and the Warren County Prosecutor's Office, Civil Division, at 520 Justice Drive, 2nd Floor, Lebanon, OH 45036; b) Mr. Fields elects to sell or list his property for sale whereupon Mr. Fields shall contact the County Administrator by calling (513) 695-1250 and the County Prosecutor's Office by calling (513) 695-1325, as well as mailing, emailing, or delivering a copy of any written appraisal and/or any other documentation to support Mr. Fields' asking price; c) any lender, creditor or any other third party attempts to foreclose or force the sale of Mr. Fields Property whereupon Mr. Fields shall immediately mail, email or deliver a copy of any demand notices and/or court filings to the County Administrator and County Prosecutor's Office at their respective address above, or, d) upon the death of Mr. Fields whereupon Mr. Fields' heirs, beneficiaries, executors, trustees, or personal representatives shall immediately send written notice of death and a written appraisal and/or any other documentation to support the asking price to the County Administrator and the County Prosecutor's Office at their respective address above. Upon receipt of the notice as provided in foregoing subparagraphs (a)-(d), the


County shall have fifteen (15) business days to send a written reply that the County elects to exercise the Option to Purchase. Upon the County exercising the Option to Purchase by giving written notice, the County shall be entitled to sixty (60) additional days to perform due diligence, or cancel the Option to Purchase, or close the transaction.

The Parties stipulate this Right of First Refusal/Option to Purchase shall survive: i) the termination or lapse of this Agreement, ii) the failure of Mr. Fields or anyone else's obligation to send notice to the County as provided herein, and iii) shall be binding upon Mr. Fields' successors, assigns, heirs, beneficiaries, legatees, devisees, executors, trustees, and personal representatives.

This Right of First Refusal/Option to Purchase is memorialized in the attached Memorandum of Right of First Refusal/Option to Purchase, the terms of which are incorporated by reference herein, and the County is hereby granted the right to record said Memorandum of public record.

16) Execution by the Parties.

IN EXECUTION WHEREOF, Eric Wesley Fields, intending that the foregoing Agreement is legally binding, has set his hand hereto on the date stated below.

SIGNATURE: 
NAME: Eric Wesley Fields
DATE: 3-11-24

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, that on the 11 day of March, 2024, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be **Eric Wesley Fields** and acknowledged the signing and execution of foregoing Agreement is his free and voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542

(D)(1)


Notary Public

[SEAL]



BETH WHIPP
Notary Public
State of Ohio
My Comm. Expires
April 5, 2027

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed, by its President or Vice-President, on the date stated below, pursuant to Resolution No. 24-0454, dated 3-26-24

SIGNATURE: [Signature]
NAME: Tom Grossmann
TITLE: Vice President
DATE: 3-26-24

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 26 day of March, 2024, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann, whose title is **President or Vice-President** of the Warren County Board of County Commissioners, and pursuant to the authority granted to him or her to act on its behalf by Board Resolution, and while acting in such official capacity, 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).

[Signature]
Notary Public



ASHLEY M WATTS
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2024-RE-874016
My Commission Expires Feb. 21, 2029

Prepared and approved as to form by:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO
By: [Signature]
Bruce A. McGary, Assistant Prosecutor
Date: 3/21/24

Exhibit "A" [metes & bounds description]

Parcel No. 08-13-400-007
Auditor's Acct. No. 5301327
Acreage: 5.8 acres
Address: 2381 Greentree Road, Lebanon, Ohio 45036

Situated in Turtlecreek Township, Warren County, Ohio and being a part of Section #13, Town 3, Range 4, and bounded and described as follows:

Beginning at an iron pin at the southeast corner of said Section #13;

Thence with the south line of said Section #13, S. 89° 15' 50" W. 2303.50 feet to an iron pin at the real point of beginning for this conveyance;

Running thence, from said real point of beginning, with the south line of said Section #13, S. 89° 15' 50" W. 185.00 feet to an iron pin at the southwesterly corner of the Loveless Tract as recorded in Deed Book 370, Page 469 of the Deed Records of said County;

Thence, with the westerly line of said Loveless Tract, N. 0° 22' 15" W. (passing an iron pin at 1262.89 feet) a distance of 1292.89 feet to an iron spike in the centerline of Greentree Road (County Road #20);

Thence with the centerline of said Road, S. 77° 50' 45" E. 218.00 feet to a point;

Thence, by a new division line, S. 0° 54' 30" W. (passing an iron pin at 30.00 feet) a distance of 1244.74 feet to the point of beginning, containing five and eight hundred thousandths (5.800) Acres, subject to all legal highways and easements of record.

Prior Deed Reference: O.R. Vol. 4380, Page 448.

Exhibit "B" [metes & bounds description]

Parcel No. 08-13-400-008
Auditor's Acct. No. 5317436
Acreage: 5.511
Address: 2355 Greentree Rd., Lebanon, OH 45036

Situated in Turtlecreek Township, Warren County, Ohio, and being part of Section 13, Town 3, Range 4, and bounded and described as follows:

Beginning at an iron pin at the southeast corner of said Section 13;

Thence, with the south line of said Section 13, South 89 degrees, 15' 50" West 2113.50 feet to an iron pin at the real point of beginning;

Running thence, from said real point of beginning with the south line of said Section 13 South, 89 degrees, 15' 50" West 190 feet to an iron pin;

Thence, by a new division line, North 0 degrees 54' 30" East (passing an iron pin at 1214.74 feet) a distance of 1244.74 feet to a point in Greentree Road (County Road Number 20);

Thence, with the centerline of Greentree Road, on the following courses:

- (1) South 77 degrees 50' 45" East 52.83 feet to a spike;
- (2) South 73 degrees 29' 45" East 158.28 feet to a point;

Thence by a new division line, South 1 degree 36' 10" West (passing an iron pin at 30.00 feet) a distance of 1186.52 feet to the point of beginning, containing five and five hundred eleven thousandths (5.511) acres.

Subject to legal highways, rights of way, zoning ordinances, real estate taxes and assessments which are now or may hereafter become a lien on said premises, and if any covenants, conditions, restrictions, and easements of record.

Deed Reference: Doc. # 2022-011620 of the Warren County, Ohio Recorder's Office.

Memorandum of Right of First Refusal/Option to Purchase Real Estate –

2355 Greentree Rd.
Lebanon, OH 45036
PID: 08-13-400-008
Acct. # 5317436

Now come the Warren County Board of County Commissioners, an Ohio County and political subdivision (the "County"), and Eric Wesley Fields ("Mr. Fields"), or jointly referred to hereafter as the "Parties," and they do hereby give notice of the following:

1. By virtue of a general warranty deed recorded as Doc. 2022-011895 on 12/2/2021 in the Warren County, Ohio Recorder's Office, Eric Wesley Fields owns a 5.511 acre parcel located in Turtlecreek Township, Warren County at 2355 Greentree Rd., Lebanon, Ohio 45036, identified as PID: 08-13-400-008 and Auditor's Acct. No. 5317436, more particularly described on Exhibit "A" attached hereto and made a part hereof ("Mr. Field's Property").

2. Effective January 1, 2024, the Parties jointly entered into a Limited & Revocable Use and Indemnification Agreement with a Right of First Refusal/Option to Purchase wherein the County granted to Mr. Fields a limited right to use the County's abutting 5.8 acre parcel located at 2381 Greentree Rd., Lebanon, OH 45036, identified as PID: 08-13-400-007 and Auditor's Acct. No. 5301327 (the "County's Property") abutting Mr. Fields' parcel referenced in the foregoing paragraph 1 and described on Exhibit "A". The consideration for the County granting Mr. Fields the right to use the County's Property included Mr. Fields granting the County a Right of First Refusal/Option to Purchase Mr. Fields' Property described on Exhibit A. The Limited & Revocable Use and Indemnification Agreement with a Right of First

Refusal/Option to Purchase provides it is renewable annually but regardless of its renewal or lapse the Right of First Refusal/Option to Purchase granted by Mr. Fields to the County, the Right of First Refusal/Option to Purchase survives any termination or lapse of said Agreement and is binding upon Mr. Fields and his successors, assigns, heirs, beneficiaries, legatees, devisees, executors, trustees, and personal representatives.

4. The Limited & Revocable Use and Indemnification Agreement with a Right of First Refusal/Option to Purchase grants the County the Right of First Refusal/Option to Purchase Mr. Field's Property in the event: a) Mr. Fields receives an unsolicited or solicited written bona fide offer to purchase from any third party; b) Mr. Fields elects to sell or list his property for sale; c) any lender, creditor or any other third party attempts to foreclose or force the sale of Mr. Fields Property, or, d) upon the death of Mr. Fields.

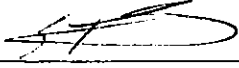
5. The Limited & Revocable Use and Indemnification Agreement with a Right of First Refusal/Option to Purchase expressly describes the duties and obligations of Mr. Fields and/or his successors, assigns, heirs, beneficiaries, legatees, devisees, executors, trustees, or personal representatives to give notice to the County, and the County's obligations and timeline to exercise the Option to Purchase.

6. The Right of First Refusal/Option to Purchase Mr. Fields' Property constitute covenants running with the land and shall inure to the benefit of and being binding upon Mr. Fields and his successors, assigns, heirs, beneficiaries, legatees, devisees, executors, trustees, and personal representatives.

7. The terms of the Agreement provide for the recording of this Memorandum of the Right of First Refusal.

8. The purpose of this Memorandum is to give notice of the Right of First Refusal Agreement/Option to Purchase and the obligations therein, it is not intended to convey any interest in the above described real estate at this time.

IN EXECUTION WHEREOF, Eric Wesley Fields, intending that the foregoing Memorandum is legally binding, has set his hand hereto on the date stated below.

SIGNATURE: 
NAME: Eric Wesley Fields
DATE: 3-11-24

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, that on the 11 day of March, 2024, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me

to be Eric Wesley Fields and acknowledged the signing and execution of foregoing Memorandum is his free and voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Beth Whipp
Notary Public

[SEAL]



BETH WHIPP
Notary Public
State of Ohio
My Comm. Expires
April 5, 2027

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Memorandum to be executed, by its President or Vice-President, on the date stated below, pursuant to Resolution No. 24-0454, dated 3-26-24.

SIGNATURE: [Signature]
NAME: Tom Grossmann
TITLE: vice president
DATE: 3-26-24

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 26 day of March, 2024, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann whose title is **President or Vice-President** of the Warren County Board of County Commissioners, and pursuant to the authority granted to him to act on its behalf by Board Resolution, and while acting in such official capacity, did acknowledge the signing thereof to be his voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Ashley M. Watts
Notary Public



ASHLEY M WATTS
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2024-RE-874016
My Commission Expires Feb. 21, 2029

Prepared and approved as to form by:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce A. McGary, Assistant Prosecutor
Date: 3/21/24

Exhibit "A" [metes & bounds description]

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Acreage: 5.511
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Beginning at an iron pin at the southeast corner of said Section 13;

Thence, with the south line of said Section 13, South 89 degrees, 15' 50" West 2113.50 feet to an iron pin at the real point of beginning;

Running thence, from said real point of beginning with the south line of said Section 13 South, 89 degrees, 15' 50" West 190 feet to an iron pin;

Thence, by a new division line, North 0 degrees 54' 30" East (passing an iron pin at 1214.74 feet) a distance of 1244.74 feet to a point in Greentree Road (County Road Number 20);

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Subject to legal highways, rights of way, zoning ordinances, real estate taxes and assessments which are now or may hereafter become a lien on said premises, and if any covenants, conditions, restrictions, and easements of record.

Deed Reference: Doc. # 2022-011620 of the Warren County, Ohio Recorder's Office.