



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

GENERAL SESSION AGENDA

October 17, 2023

- #1 **Clerk — General**
- #2 **9:00 Investment Advisory Board Meeting**
- #3 **9:05 Work Session—Chris Brausch, Sanitary Engineer**
- #4 **10:00 PUBLIC HEARING—Continuation to Consider Text Amendments to the Requirements and Standards for the Design and Construction of Streets and Roadway Facilities in Warren County**
- #5 **10:30 Work Session—Steve Hunt, Attorney for W.O Brisben Corporation, to Request Extension for Reimbursement Provisions in Hamilton Township**
- #6 **10:45 Deliberate in Private with Legal Counsel for the Decision on the Site Plan Review Application of Shaker Woods in Turtlecreek Township**

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

Meeting #42 of 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

M
M
M

Resolution adopted this day of 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	TYLER TECHNOLOGIES	SAAS UTILITY BILLING SOFTWARE	\$ 166,976.50
SEW	TYLER TECHNOLOGIES	SAAS UTILITY BILLING SOFTWARE	\$ 166,976.50

10/17/2023 APPROVED:

Tiffany Zindel, County Administrator

CONSENT AGENDA*

October 17, 2023

Approve the minutes of October 10, 2023, meeting.

PERSONNEL

- 1. Hire Mackenzie Henry as Protective Services Caseworker I within Children Services***
- 2. Authorize posting of "Building and Electrical Inspector I" within Building and Zoning Department***
- 3. Accept resignation of Vicki Perry, Part Time Administrative Assistant within Grants Administration***
- 4. Approve pay increase for Seth Whitlock and Jordan Williams within Emergency Services***
- 5. Approve end of 365-day probationary period and pay increase for Sydney Smith within Children Services***

GENERAL

- 6. Advertise for bids for the Socialville Transmission Water Main – Contract 3 within W/S Department***
- 7. Erect stop sign on Hendrickson Road at the intersection of Union Road so that said intersection functions as a four way stop intersection***
- 8. Accept Change Order #1 with Ford Development Corporation relative to the Warren County Airport Project***
- 9. Approve amendment to the software service agreement with Tyler Technologies Inc. for utility billing software for the W/S Department***
- 10. Enter into contract with Language Lines Services, Inc. on behalf of Emergency Services***
- 11. Enter into agreement with LexisNexis Vitalchek Network, Inc. on behalf of Sheriff's Office***
- 12. Declare various items as surplus and authorize disposal through internet auction***
- 13. Acknowledge payment of bills***
- 14. Approve performance bond reduction for Shawhan Trails, Phase VII in Union Township***

FINANCIAL

- 15. Approve operational transfer of interest earnings from Commissioners 11011112 into Water/Sewer 5510, 5583, 5580, and 5575***
- 16. Approve supplemental appropriation into Coroner 11012100***
- 17. Approve appropriation adjustment from Commissioners 11011110 into Common Pleas 11011233 for payout***
- 18. Approve appropriation adjustments within Coroner's 11012100, Building/Zoning 11012300, Common Pleas 2227, Prosecutor 2245, Grants Administration 2265, and Workers Compensation 6636***

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



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

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

MINUTES: Regular Session – October 10, 2023

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

The Board met in regular session pursuant to adjournment of the October 3, 2023, meeting.

Shannon Jones – present

Tom Grossmann – present

David G. Young – present

Tina Osborne, Clerk – present

Minutes of the September 28, 2023, and October 3, 2023, meetings were read and approved.

- 23-1293 A resolution was adopted to approve a pay increase for Jeremy Turnmire within the Warren County Water and Sewer Department. Vote: Unanimous
- 23-1294 A resolution was adopted to hire Austin Price as Emergency Communications Operator within Warren County Emergency Services Department. Vote: Unanimous
- 23-1295 A resolution was adopted to accept the resignation of Dalon Woodson, Control Systems Technician II, within Warren County Water and Sewer Department effective October 13, 2023. Vote: Unanimous
- 23-1296 A resolution was adopted to authorize the posting of the “Control Systems Technician I” position, within the Water and Sewer Department, in accordance with Warren County personnel policy manual, section 2.02(a). Vote: Unanimous
- 23-1297 A resolution was adopted to accept the resignation of Andrew Bolin, Assessment Investigative Caseworker I, within the Warren County Department of Job and Family Service, Children Services Division, effective November 1, 2023. Vote: Unanimous

- 23-1298 A resolution was adopted to authorize the posting of the “Water Treatment Technician or Water Treatment Plant Operator” within the Water and Sewer Department, in accordance with Warren County personnel policy manual, section 2.02(a). Vote: Unanimous
- 23-1299 A resolution was adopted to authorize the posting of Administrative Assistant posting, within the Grants/Solid Waste Department in accordance with Warren County personnel policy manual, section 2.02(a). Vote: Unanimous
- 23-1300 A resolution was adopted to approve and authorize the Director of the Warren County Office of Grants Administration to apply for the Healthy Aging Grant on behalf of the Senior Services Advisory Committee. Vote: Unanimous
- 23-1301 A resolution was adopted to enter into a renewal agreement with Sound Communications, Inc. on Behalf of Warren County Telecommunications. Vote: Unanimous
- 23-1302 A resolution was adopted to enter an exclusive and permanent draining easement with Stephen J. Batcha for the Wilmington Road Large Culvert Replacement project. Vote: Unanimous
- 23-1303 A resolution was adopted to approve the destruction of various Warren County Sheriff’s Office equipment. Vote: Unanimous
- 23-1304 A resolution was adopted to acknowledge receipt of September 2023 financial statement. Vote: Unanimous
- 23-1305 A resolution was adopted to acknowledge approval of financial transactions. Vote: Unanimous
- 23-1306 A resolution was adopted to acknowledge payment of bills. Vote: Unanimous
- 23-1307 A resolution was adopted to approve supplemental appropriation into Common Pleas Community Corrections Fund 2227. Vote: Unanimous
- 23-1308 A resolution was adopted to approve supplemental appropriation into Gas Rotary Fund #6650. Vote: Unanimous
- 23-1309 A resolution was adopted to approve appropriation adjustments within Common Pleas #11011220 and Court Services #11011223. Vote: Unanimous
- 23-1310 A resolution was adopted to approve appropriation adjustment within Juvenile Court Fund #10111240. Vote: Unanimous
- 23-1311 A resolution was adopted to approve an appropriation adjustment within Records Center and Archives #11011500. Vote: Unanimous

- 23-1312 A resolution was adopted to approve appropriation adjustments within Coroner's Fund #11012100. Vote: Unanimous
- 23-1313 A resolution was adopted to approve appropriation adjustments from Sheriff's Office Fund #11012200 into #11012210. Vote: Unanimous
- 23-1314 A resolution was adopted to approve appropriation adjustments within Telecommunications Department Fund #11012810. Vote: Unanimous
- 23-1315 A resolution was adopted to approve an appropriation adjustment with Workforce Investment Board Fund #2238. Vote: Unanimous
- 23-1316 A resolution was adopted to approve appropriation adjustment within Engineer's Office Fund #2202. Vote: Unanimous
- 23-1317 A resolution was adopted to approve appropriation adjustment within Engineer's Office Fund #5590. Vote: Unanimous
- 23-1318 A resolution was adopted to approve appropriation adjustment within the Sewer Revenue Fund No. 5580. Vote: Unanimous
- 23-1319 A resolution was adopted to approve requisitions and authorize the County Administrator to sign documents relative thereto. Vote: Unanimous
- 23-1320 A resolution was adopted to authorize the office of Grants Administration to initiate contract negotiations for operations of Warren County Public Transit. Vote: Unanimous
- 23-1321 A resolution was adopted to enter into a non-binding memorandum of understanding (MOU) within Beemok Sports, LLC, City of Mason, Mason port authority and Warren County port Authority. Vote: Mrs. Jones – nay, Mr. Grossmann – yea, Mr. Young – yea

DISCUSSIONS

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

The Board this this 10th day of October 2023, to present the scholarship check to Sinclair Community College for Warren County residents to receive a scholarship in the form of a tuition credit for classes at the Mason campus.

Madeline Iseli, Senior Vice President for Advancement at Sinclair Community College, was present along with Zachary Beck, Chief Development Officer, and presented the attached PowerPoint presentation and received the check on behalf of Sinclair Community College.

Upon motion the meeting was adjourned.

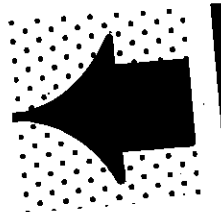
Shannon Jones, President

David G. Young

Tom Grossmann

I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on October 10, 2023, in compliance with Section 121.22 O.R.C.

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



October 2023 Sinclair Update to Warren County Commission

October 10, 2023





David A. Sinclair

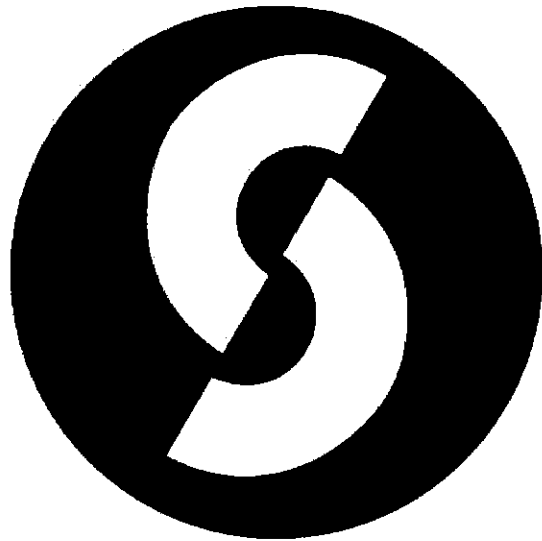
**“Find the need and
endeavor to meet it”**

**In 1887 Dayton YMCA General Secretary
David Sinclair founded the courses of
study that eventually became Sinclair
College. Sinclair has always developed
skilled citizens to succeed in jobs
and life in this region.**



CELEBRATING 137 YEARS



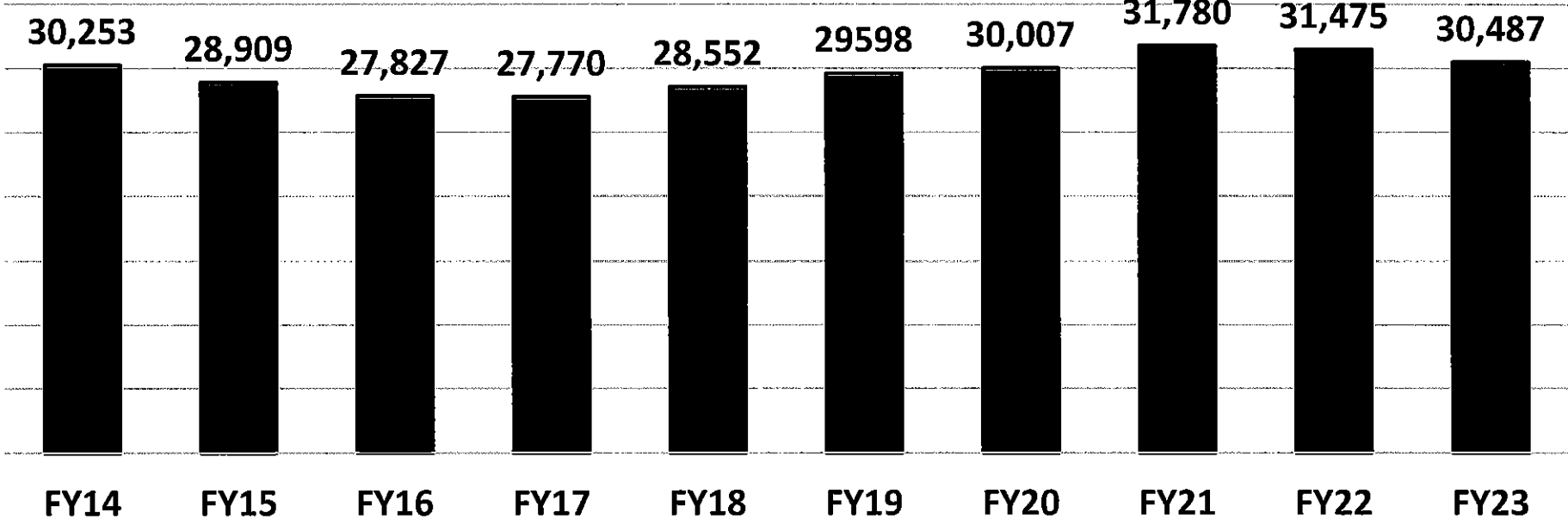


SINCLAIR

STRATEGIC PRIORITIES

Alignment | Growth | Equity

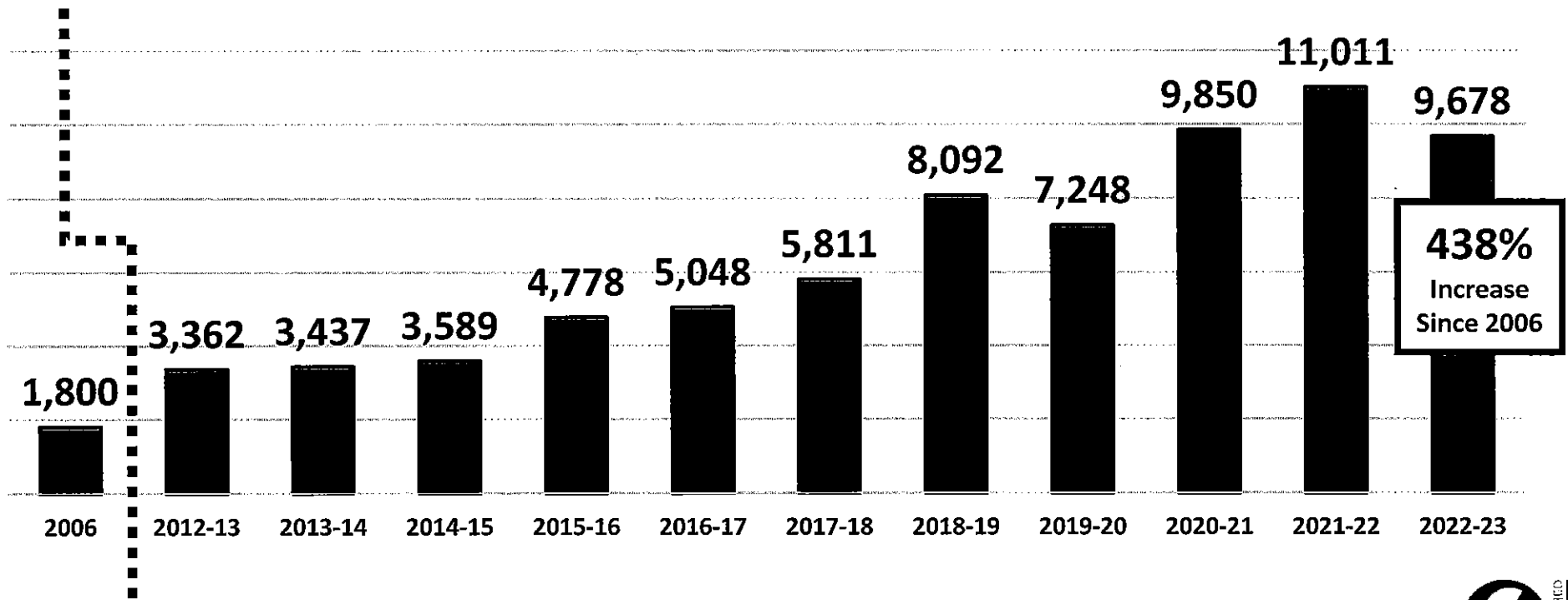
Sinclair College Student Headcount Enrollment by Fiscal Year



Internal RAR Data, October, 2023



Number of Sinclair Degrees & Certificates Earned by Fiscal Year

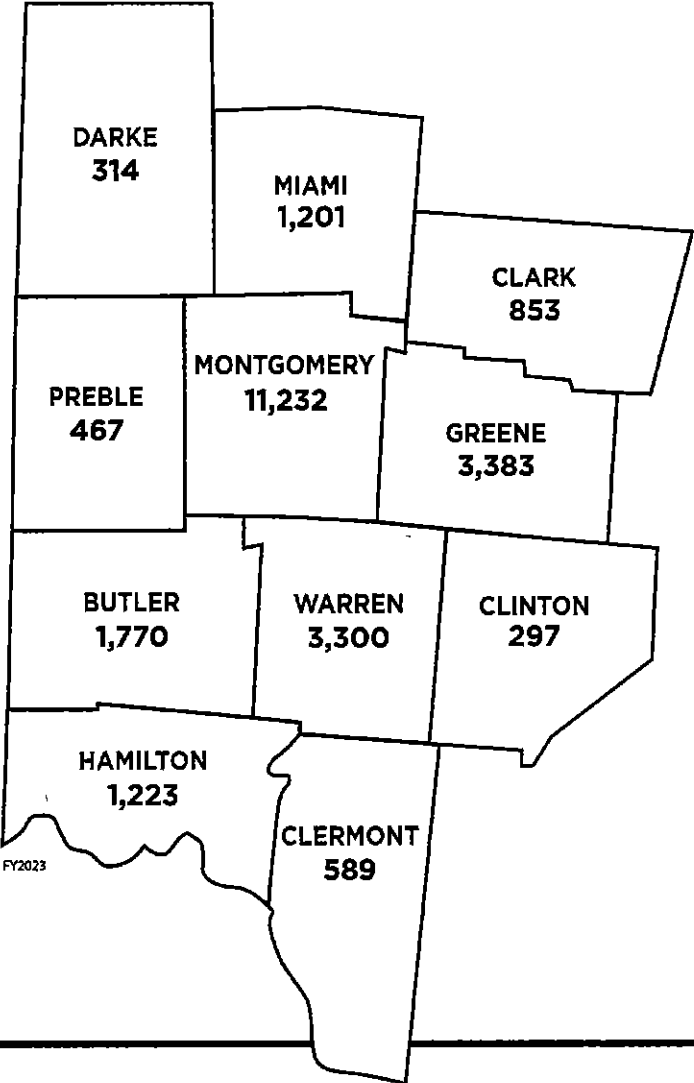


Internal RAR Data, October 3, 2023



Sinclair College Credit Students by County of Residency

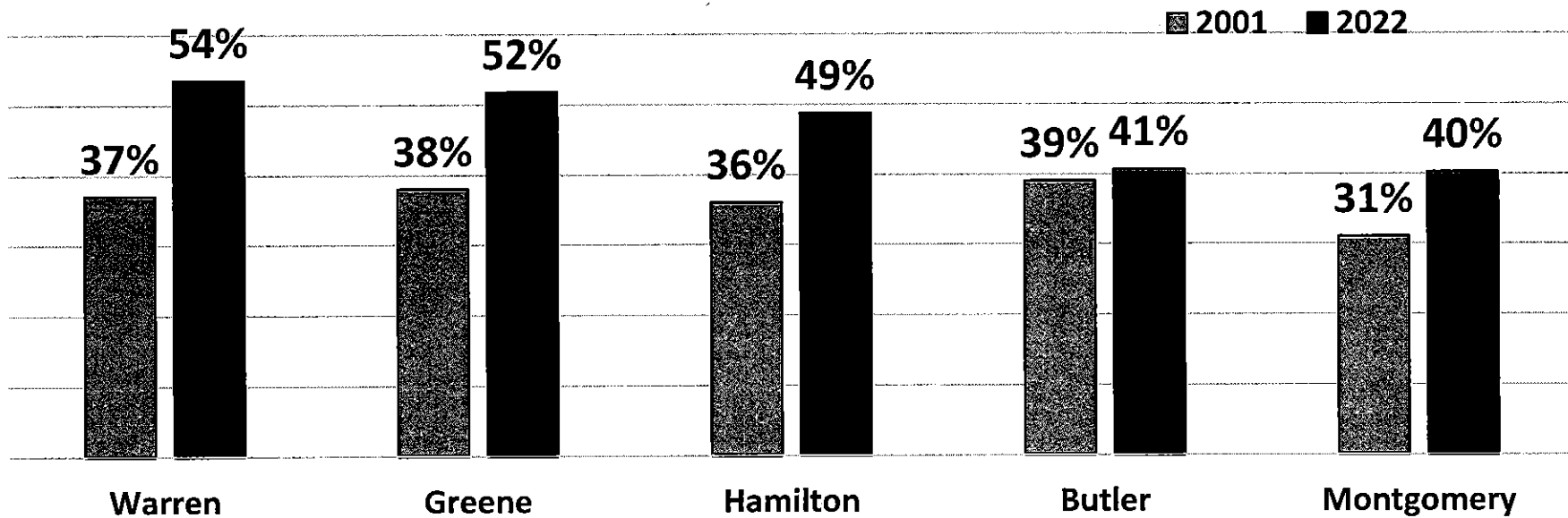
Unduplicated Headcount
Students FY2023



Warren County Student Success Rates and Numbers are Increasing . . .

Educational Attainment Rates of Select SW Ohio Counties (2001 vs. 2022)

Adults 25+ with an Associate Degree or Higher



Note: to obtain the population with an Associate degree or higher for this timeframe, only the population aged 25 or older is available (ACS series 1501)



Warren County Colleges of Choice

(Annual Unduplicated Headcount Enrollment, Ranked by FY 2021 Enrollment)

Institution	FY 2017	FY 2021	Number Change	Percent Change
1. University of Cincinnati	3,103	3,671	568	18%
2. Sinclair Community College	2,366	3,613	1,247	53%
3. Miami University	1,529	1,458	(71)	(5%)
4. Ohio State University	1,257	1,429	172	14%
5. Cincinnati State Technical	713	550	(163)	(23%)
6. Ohio University	714	555	(159)	(22%)
7. Wright State University	774	707	(67)	(9%)
8. Bowling Green State University	231	247	16	7%
9. Kent State University	131	115	(16)	(12%)
10. Hocking College	111	79	(32)	(29%)
Total	10,929	12,424	1,495	14%



Warren County Market Perceptions

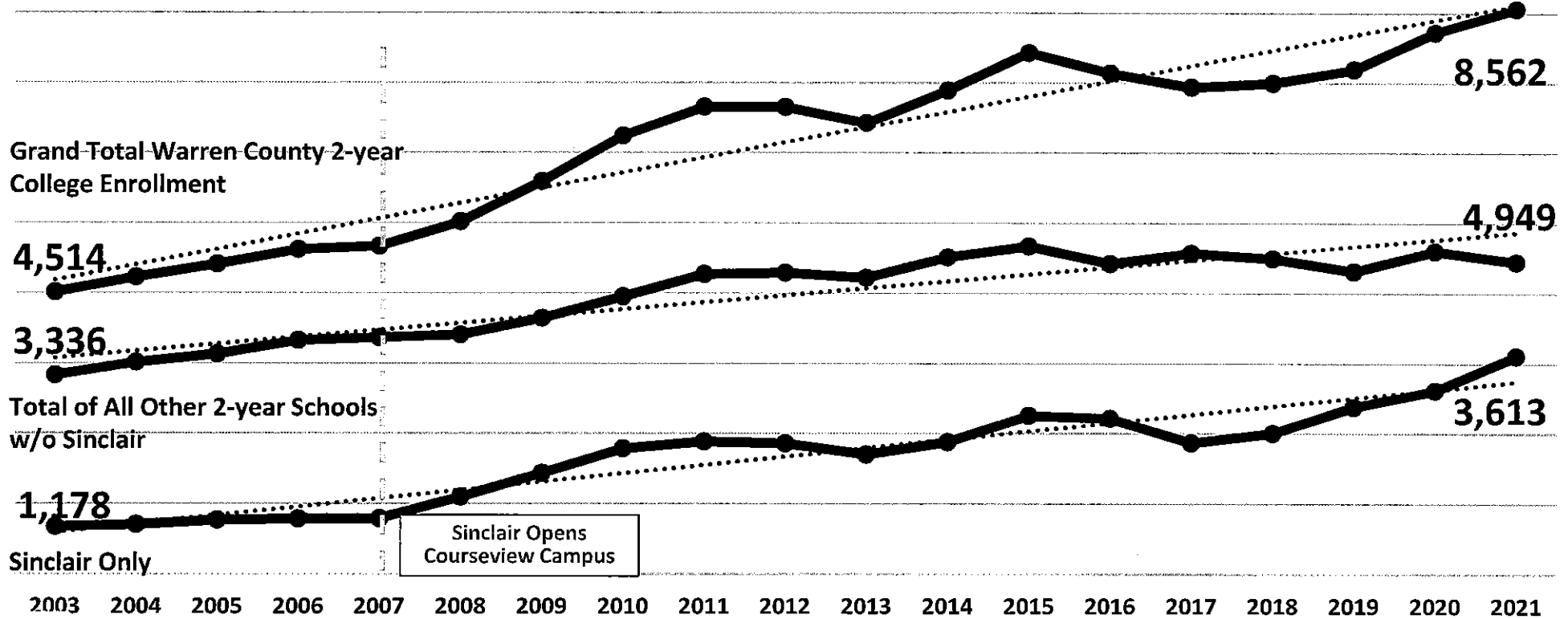
Market Studies Conducted by Triad Research, Inc. and LJR

		2005	2018	2021
Sinclair	Positive Approval Rating	56%	69%	90%
	Do Not Know	34%	13%	5%
Cincinnati State	Positive Approval Rating	47%	59%	74%
	Do Not Know	40%	22%	15%
University of Cincinnati	Positive Approval Rating	78%	89%	
	Do Not Know	16%	7%	
Miami University	Positive Approval Rating	86%	91%	
	Do Not Know	12%	5%	



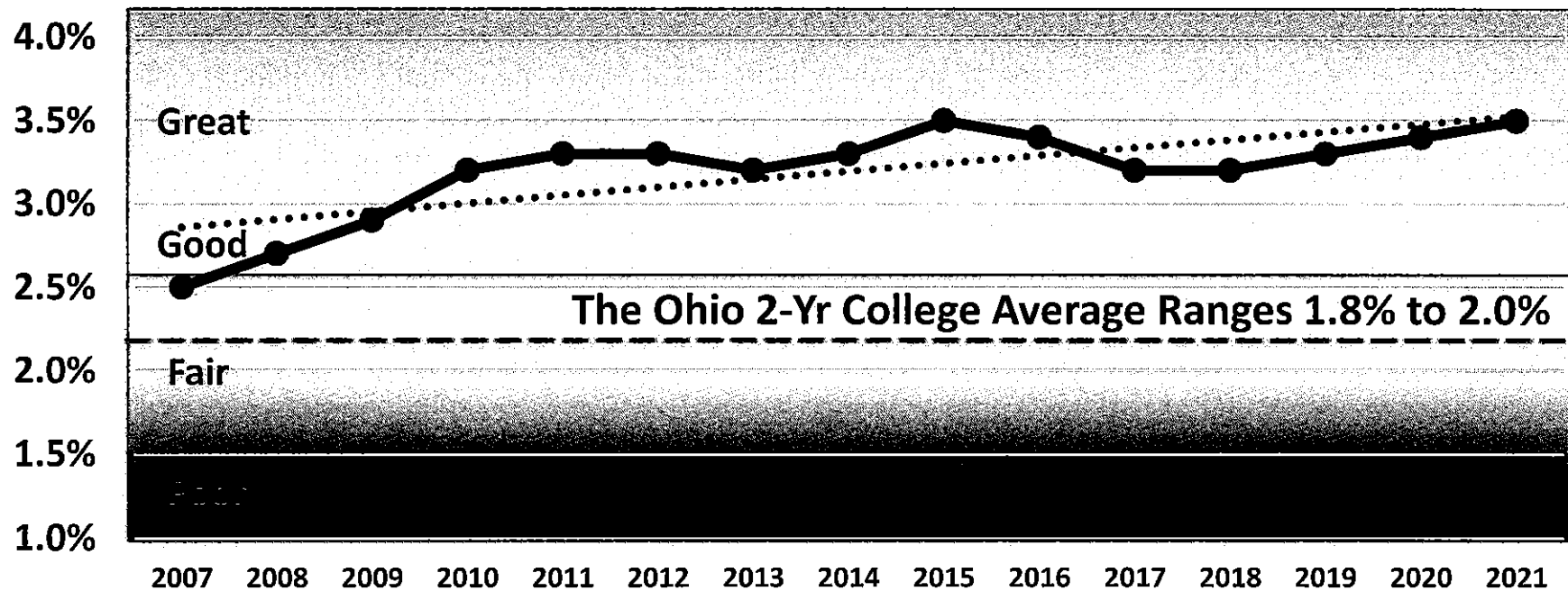
Warren County Total Enrollment in all Two-Year Colleges

(Includes University Branch Campuses)
2003-2021



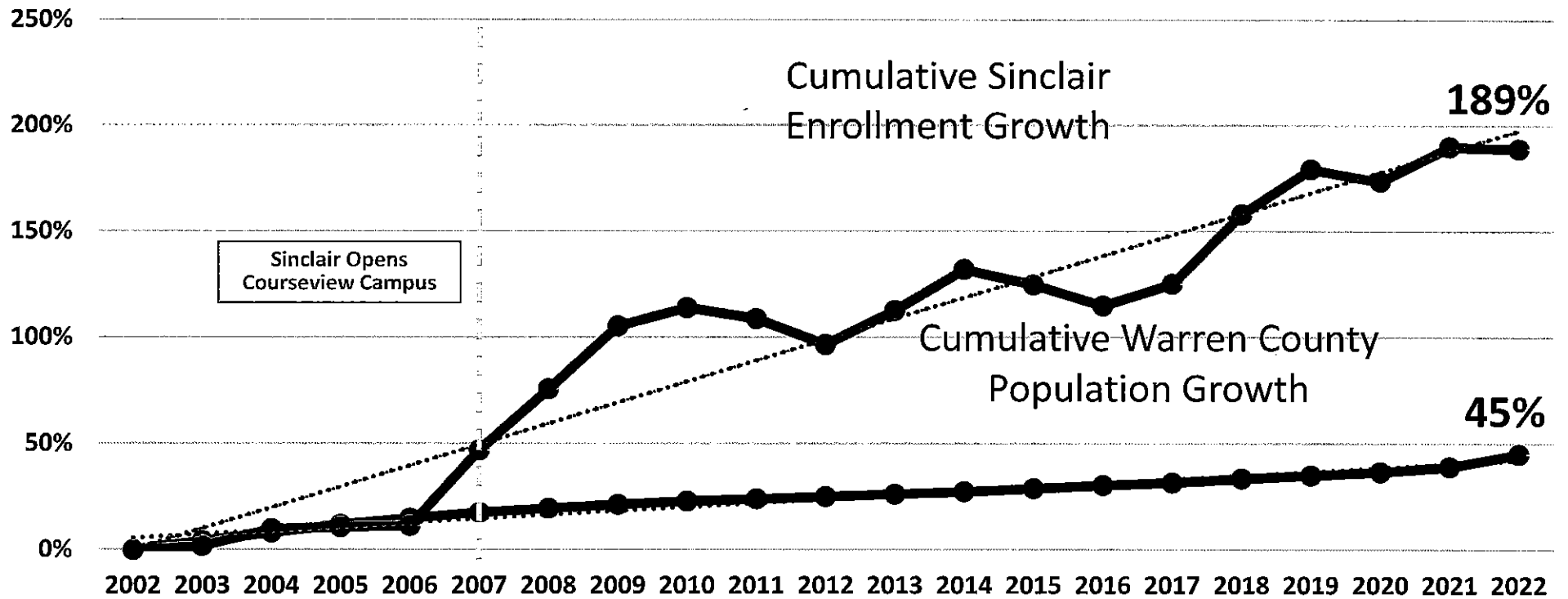
Percent of Warren County Residents Enrolled in Any 2-Year Colleges

(community colleges, branch campuses, career centers)

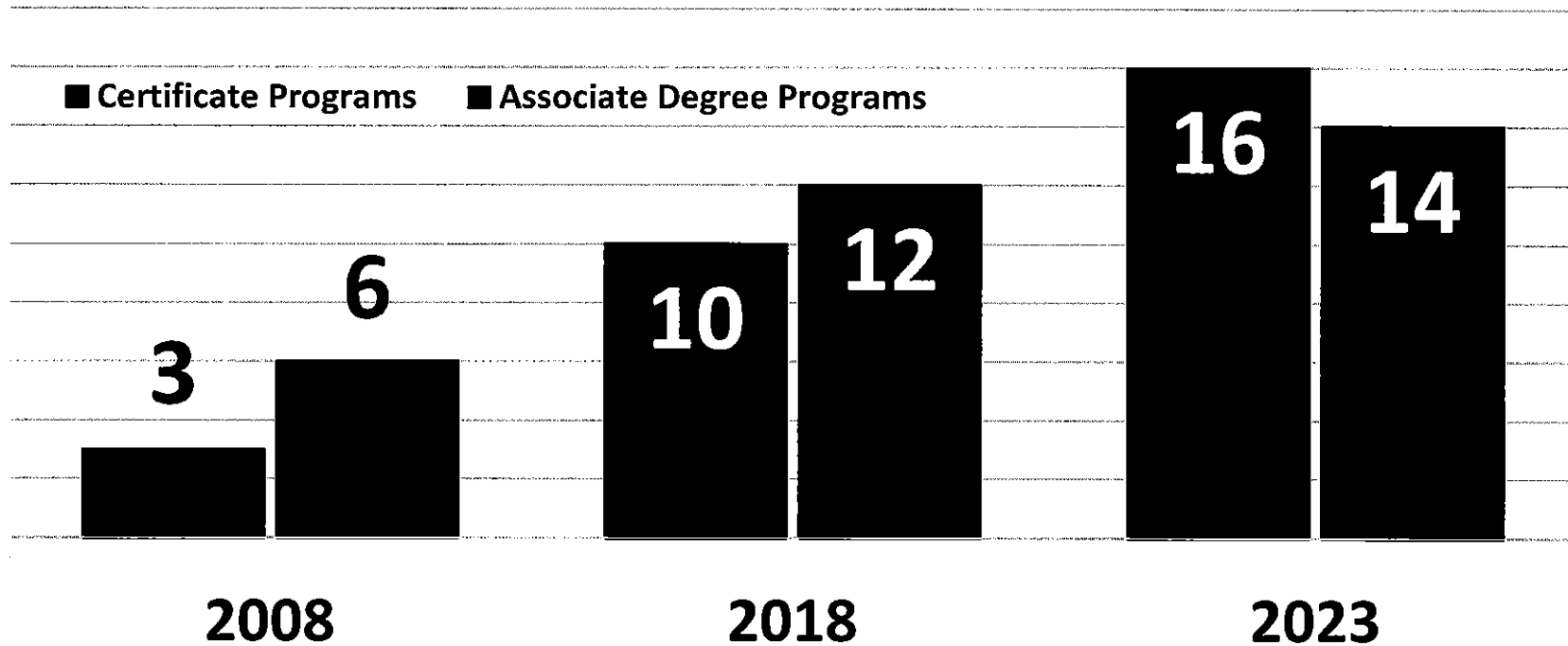


Cumulative Sinclair Enrollment Growth vs. Cumulative Warren County Population Growth

Year Over Year Cumulative Percent Change, 2002-2022

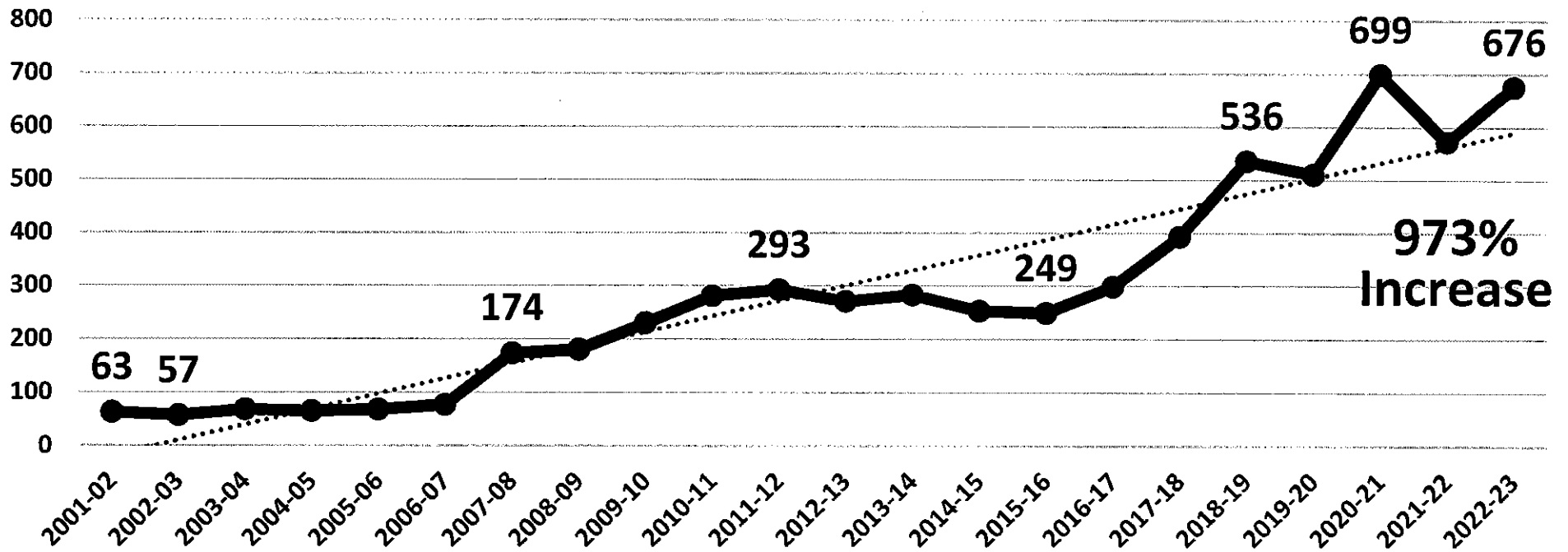


Sinclair Academic Program Offerings at the Warren County Mason Campus



Sinclair Credentials Earned by Warren County Residents

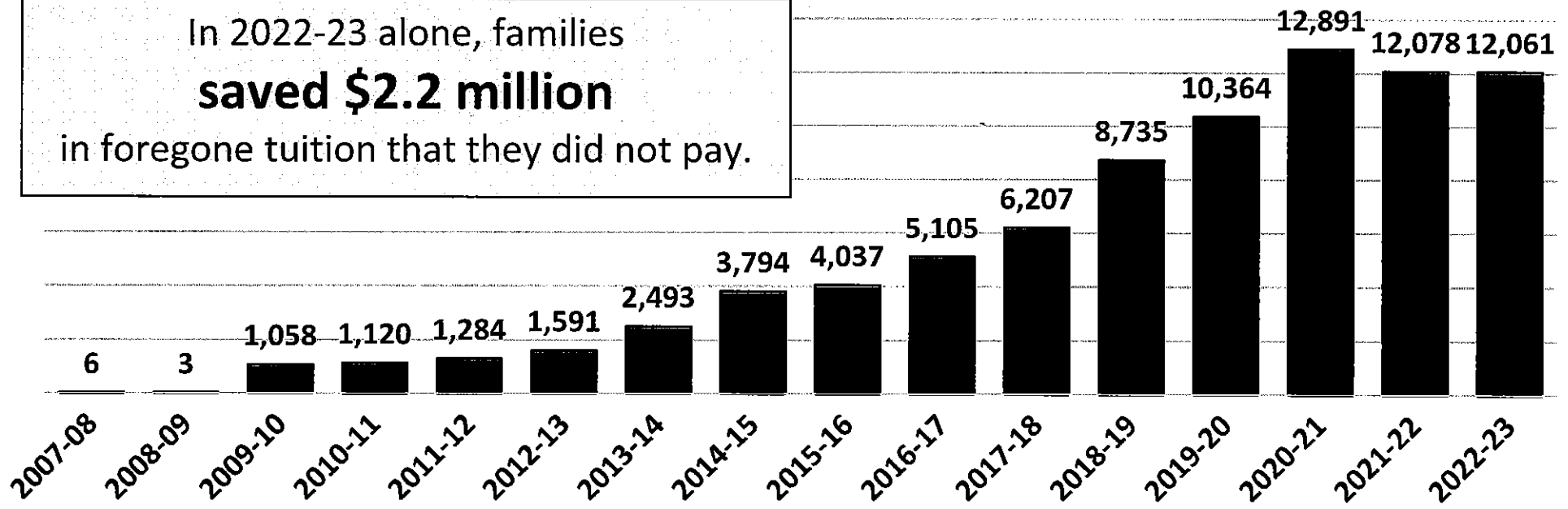
By Academic Year



973% Increase

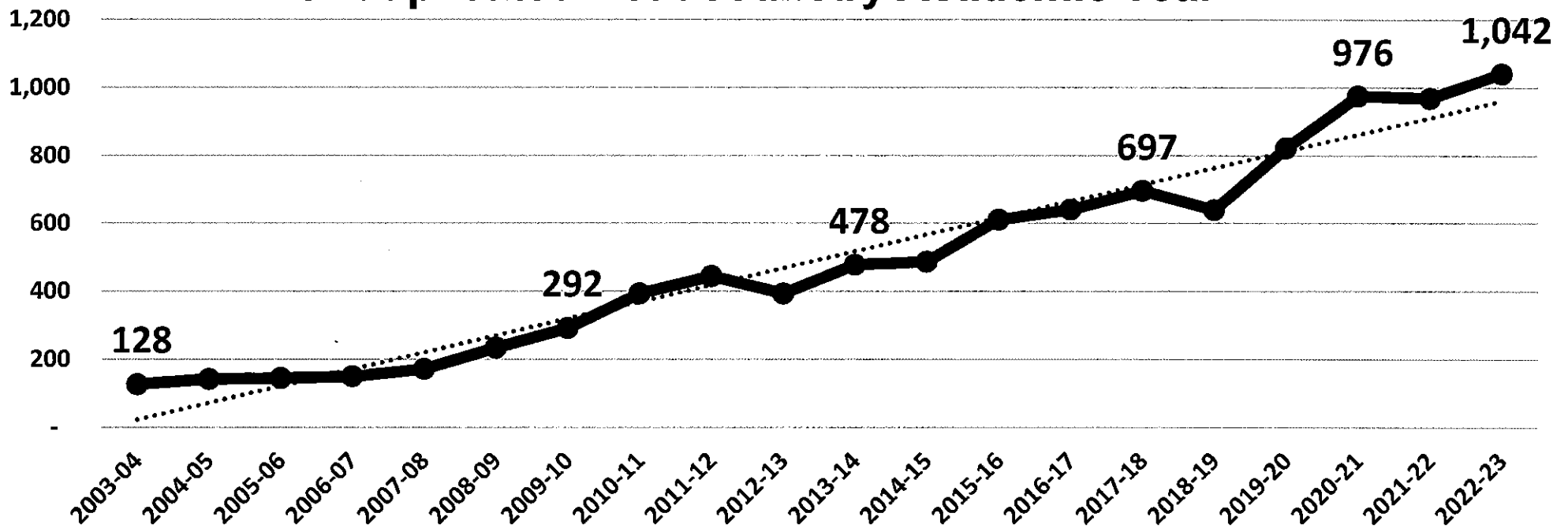
Credit Hours Earned Annually by Dual Enrolled Warren County High School Students

In 2022-23 alone, families saved **\$2.2 million** in foregone tuition that they did not pay.



Sinclair Warren County Students Transferring to 4-year Universities

Unduplicated Headcount by Academic Year



New Developments at Sinclair Mason . . .



Automation programs continue to grow, supporting local companies

- 5 Apprentices from VEGA
- 6 Students from Kraft-Heinz
- 2 students from Great Wolf Lodge
- 24 total students

Pre-Professional Academy



Warren County
Educational Service Center



SINCLAIR
COLLEGE
MASON

WCESC / Sinclair Fridays
Four Six-Week Rotations

September 1, 2023 – May 17, 2024
9:00 a.m. – 1:05 p.m.

Pilot Program for 11th/12th Graders to:

- Earn industry-recognized credentials
- Improve teamwork and employability skills
- Meet local employers and visit jobsites
- Explore local career opportunities
- Learn how their gifts and talents can contribute to the county's vibrant economy



Greater Ohio
Virtual School

John K. Lazares
Alternative School



Learning
Centers



ESTABLISHED
1887

Pre-Professional Academy

Introduction to Warren County's Major Industry Sectors

**Travel &
Tourism**

Healthcare

**Advanced
Manufacturing**

IT

Industry-Recognized Credentials

- Certified Tourism Ambassador
- Stop the Bleed
- CPR/First Aid/Bloodborne Pathogens
- OSHA-10 Cert. for General Industry
- Ohio Means Jobs Readiness Seal
- Steven Covey's The Leader in Me
- State of Ohio Pre-Apprenticeship
(*pending*)

FESTO



CITY OF **MASON** OHIO
more than you imagine.

Health.
West Chester Hospital



WARREN COUNTY
Sheriff's Office



DARANA HYBRID
ELECTRO-MECHANICAL SOLUTIONS

LCNB
National Bank



MANORHOUSE
Event Center

Miami Valley
GAMING



warren county
ohio's largest playground®

warren county
sports park
at Union Village



Ohio MEANS Jobs. Warren County
A proud partner of the American Job Center network



Junior Achievement™
of OKI Partners

GMi the
companies.
altafiber



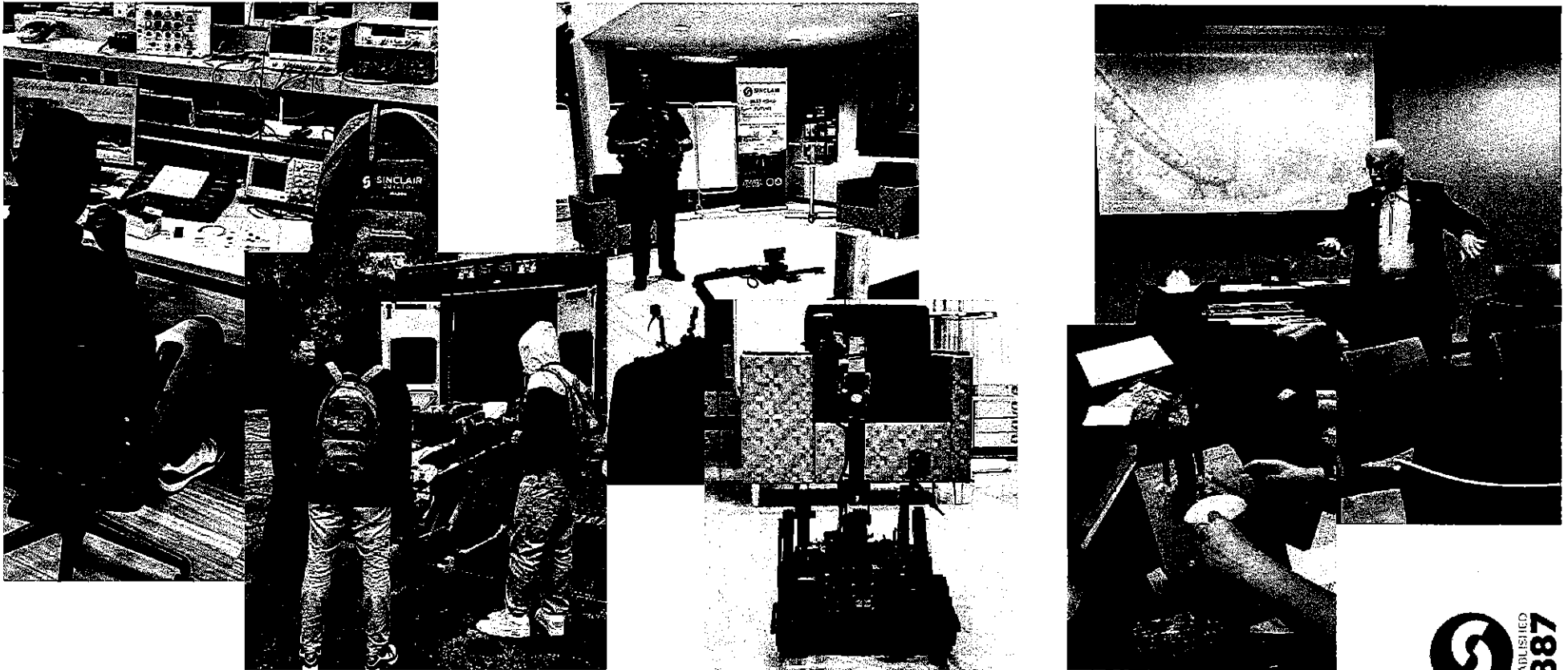
Premier Health



Kings Island



Pre-Professional Academy



Warren County Workforce Initiative





Warren County Commission Scholarship Update. . .

Warren County Commissioners Scholarship

\$883,545

Donations to the Warren
County Commissioners
Scholarship by Warren County
Since 2007



\$888,127

Total Amount Awarded in
Scholarships
Since 2007

Warren County Commissioners Scholarship

\$56,250 in scholarship dollars was
awarded to **641 students** during 2022-23.



Micheala Razo

"The Warren County Commissioners Scholarship is a huge help to me. I use it to buy school supplies that I need throughout the semester. I also visit the food pantry on campus to help feed my family. Every bit of encouragement helps."



David A. Sinclair

Thank You





SEPTEMBER 30, 2023

Warren County Investment Strategy Update

PREPARED BY: JIM MCCOURT, CFA





ECONOMIC UPDATE

Loosening Labor Market & Inflation Rate Trending Lower

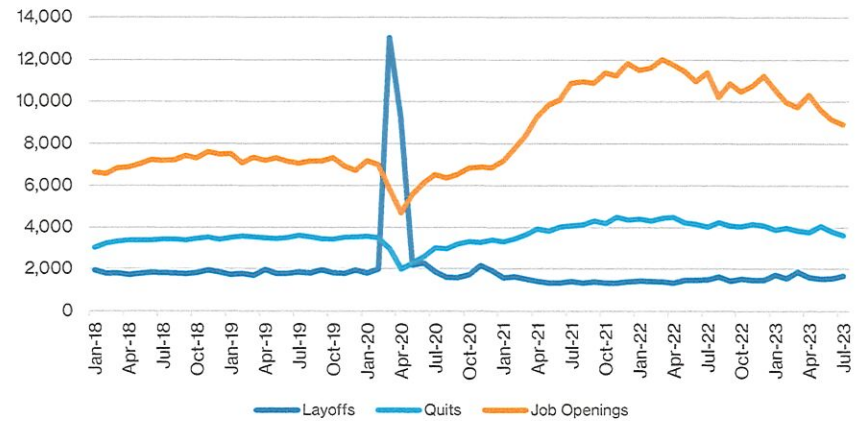


Following a quiet August, September saw economic data surprise to the upside. Both inflation and jobs data showed that the economy is still on solid ground albeit growing at a slower pace than in 2022. While coming in above expectations, the data was not strong enough to get the Fed to increase its target for the federal funds rate. However, the September meeting saw the Fed update its Statement of Economic Projections, including the keenly watched dot plot. The updated dot plot showed policymakers still see another 0.25% hike in 2023, and only 0.50% of rate cuts in 2024; the prior dot plot projected a full 1.00% of rate cuts in 2024. Chairman Powell used the press conference following the September meeting to communicate the Fed's commitment to the 2% inflation target. Markets extrapolated the updated economic projections to rates being "higher for longer", with treasury yields moving higher on the day and throughout September. Powell cautioned that the risks of tightening too much versus too little are both present and that the Fed is "in a position to proceed carefully".

The August US Employment report showed that the labor market continued to loosen. Nonfarm payrolls increased by 187,000. However, the prior two months of job gains were revised down by 110,000. Likewise, the unemployment rate increased to 3.8% as the participation rate increased, signaling more workers returned to the labor market. Wage growth slowed to 4.2% on the year and just 0.2% for the month. The combination of slowing job creation, higher participation, and slower wage growth is exactly the job market the Federal Reserve wants to see as it shows that a soft landing, where the job market slows but unemployment stays controlled, is still possible.

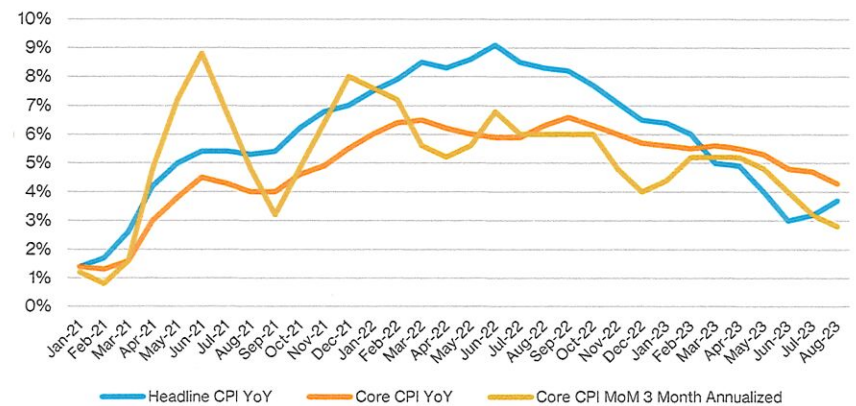
The Consumer Price Index (CPI) report from August showed that, while inflation data was not as soft as data from June and July, inflation is trending in the right direction. Headline CPI increased 0.6% in August, due mostly to an increase in energy prices. Specifically, gasoline prices increased 10.6% during the month, compared to a 0.2% increase in July. Core CPI increased 0.3% in August, following two consecutive monthly increases of 0.2%. Core CPI strips out volatile energy and food prices and is generally thought to be more reflective of price increases. Taking a step back, the 12-month change in core CPI ticked down to 4.3% from 4.7% last month and was the lowest 12-month increase since September 2021. Additionally, annualizing the last three months of core CPI readings points to core inflation of 2.4%, indicating more recent data is pointing to inflation trending close to the Federal Reserve's target of 2%.

Labor Market Loosening



SOURCE: BLOOMBERG

Inflation Trending Lower



SOURCE: BLOOMBERG

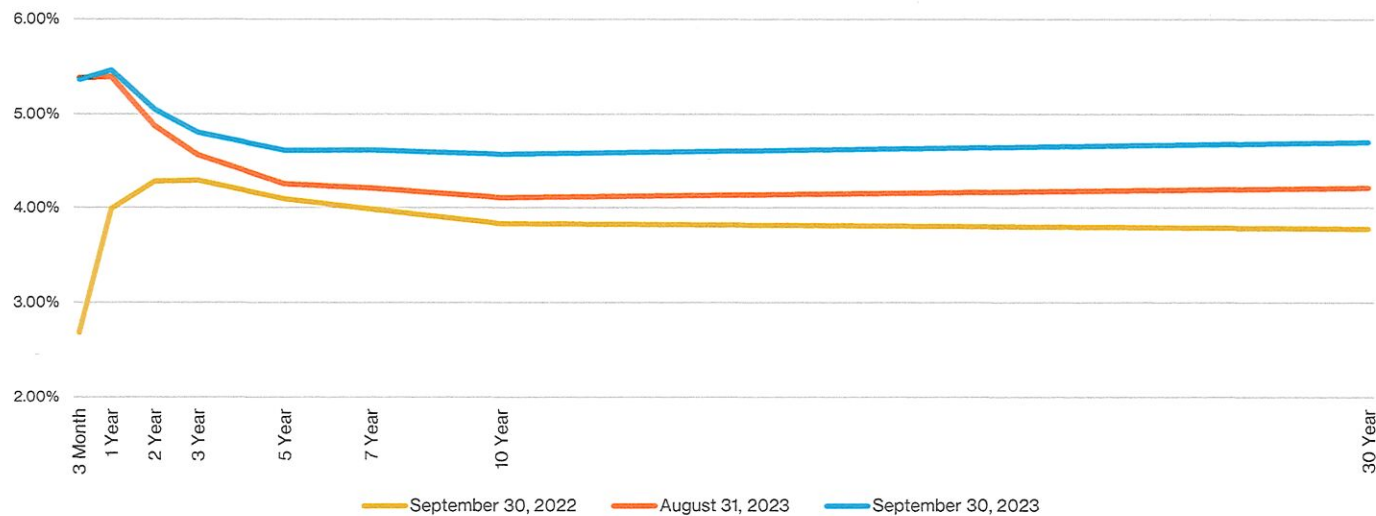
Rates Move Higher



The combination of economic data, combined with the updated economic projections from the Federal Reserve led to more bear steepening. The 2-year US Treasury yield increased 0.18% to 5.05%, reflecting the lower odds of rate cuts in 2024. Likewise, long-term bond yields also increased, reflecting positive economic data. The 5-year US Treasury yield increased by 0.35% to 4.61%, and the 10-year US Treasury yield increased by 0.46% to 4.57%. Through September, the spread between the 2-year and 10-year treasury yield increased to -0.48%, well above the low of -1.08% in March 2023. Market pricing for rate hikes ended the month exactly where they began, pricing in a 40% chance of a 0.25% hike sometime in 2024. However, the market spent the month pricing cuts out. The implied federal funds rate in December 2024 increased from 4.23% to 4.62%, evidencing the market's belief that the Fed will not need to be as aggressive at cutting rates in 2024.

Credit product spreads remained contained in September. The more positive economic outlook combined with lower corporate and municipal bond issuance continues to keep a lid on spreads. Spreads on agency bonds tightened in September, remaining near long-term averages. We will continue to look to add value by picking up incremental yield on high-quality bonds. Rates are at historic levels not seen since 2007, making this a very attractive time to buy duration and lock in yields.

US Treasury Yield Curve





PORTFOLIO REVIEW

Current Portfolio

Warren County Operating portfolio as of 9/30/2023

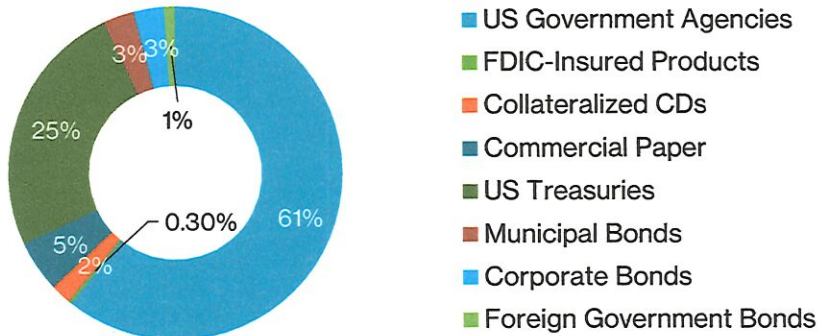
Your Portfolio

Cash (STAR Ohio)	\$23,272,607
Securities Book Value	\$349,458,132
Total Portfolio	\$372,730,739

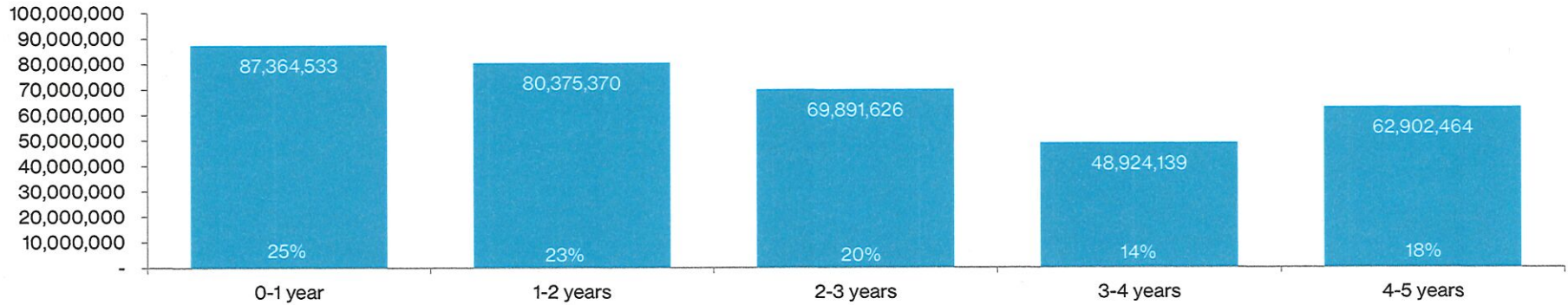
Your Securities

Weighted Average Maturity	2.28 years
Weighted Average Yield	2.25%

Your Asset Allocation



Your Maturity Distribution



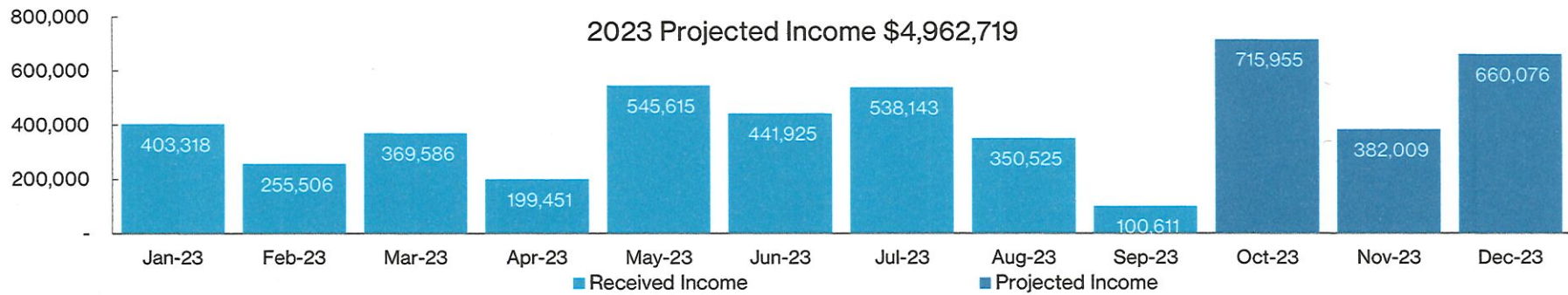
YIELD AND INTEREST INCOME INFORMATION IS ANNUALIZED. ALL YIELD INFORMATION IS SHOWN GROSS OF ANY ADVISORY AND CUSTODY FEES AND IS BASED ON YIELD TO MATURITY AT COST. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE RESULTS.

Investment Income

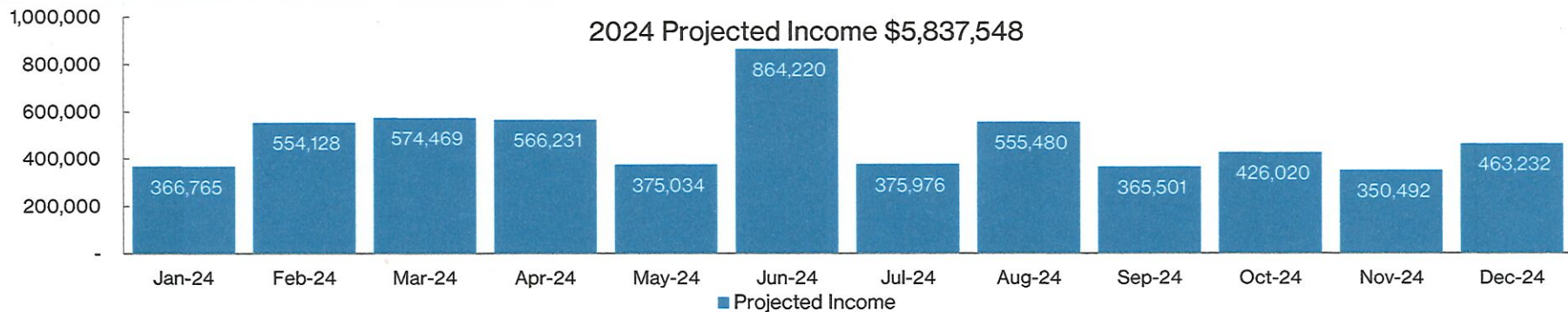
Warren County Operating portfolio as of 9/30/2023



2023 INVESTMENT INCOME



2024 INVESTMENT INCOME



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

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Meeder Public Funds

6125 Memorial Drive
Dublin, OH 43017

866.633.3371



MEEDER

PUBLIC FUNDS

MeederPublicFunds.com



Proposed Water & Sewer Rates for 2024 - 2027

October 17, 2023



Water & Sewer Department

Mission Statement

We strive to provide quality water service to Warren County residents in a cost-effective manner; to treat all customers with respect, courtesy and professionalism; and provide the highest quality of customer service.



Water & Sewer Department



Past & Current User Rates

	2020	2021	2022	Current Rate 2023
Water Base Fee	\$7.50/bill	\$7.50/bill	\$0.00/bill	\$0.00/bill
Water Rate	\$4.31	\$4.43	\$4.56	\$4.70
Rate Increase	3%	3%	3%	3%
Sewer Base Fee	\$0.00/bill	\$0.00/bill	\$0.00/bill	\$0.00/bill
Sewer Rate	\$4.67	\$4.67	\$4.67	\$4.67
Rate Increase	0%	0%	0%	0%



Water & Sewer Department



Recommended User Rate Increases

	2020	2021	2022	Current Rate 2023	2024	2025	2026
Water Base Fee	\$7.50/bill	\$7.50/bill	\$0.00/bill	\$0.00/bill	\$5.00/bill	\$5.00/bill	\$5.00/bill
Water Rate	\$4.31	\$4.43	\$4.56	\$4.70	\$5.05	\$5.43	\$5.70
Rate Increase	3%	3%	3%	3%	7.5%	7.5%	5.0%
Sewer Base Fee	\$0.00/bill	\$0.00/bill	\$0.00/bill	\$0.00/bill	\$3.50/bill	\$3.50/bill	\$3.50/bill
Sewer Rate	\$4.67	\$4.67	\$4.67	\$4.67	\$5.00	\$5.25	\$5.40
Rate Increase	0%	0%	0%	0%	7.0%	5.0%	3.0%



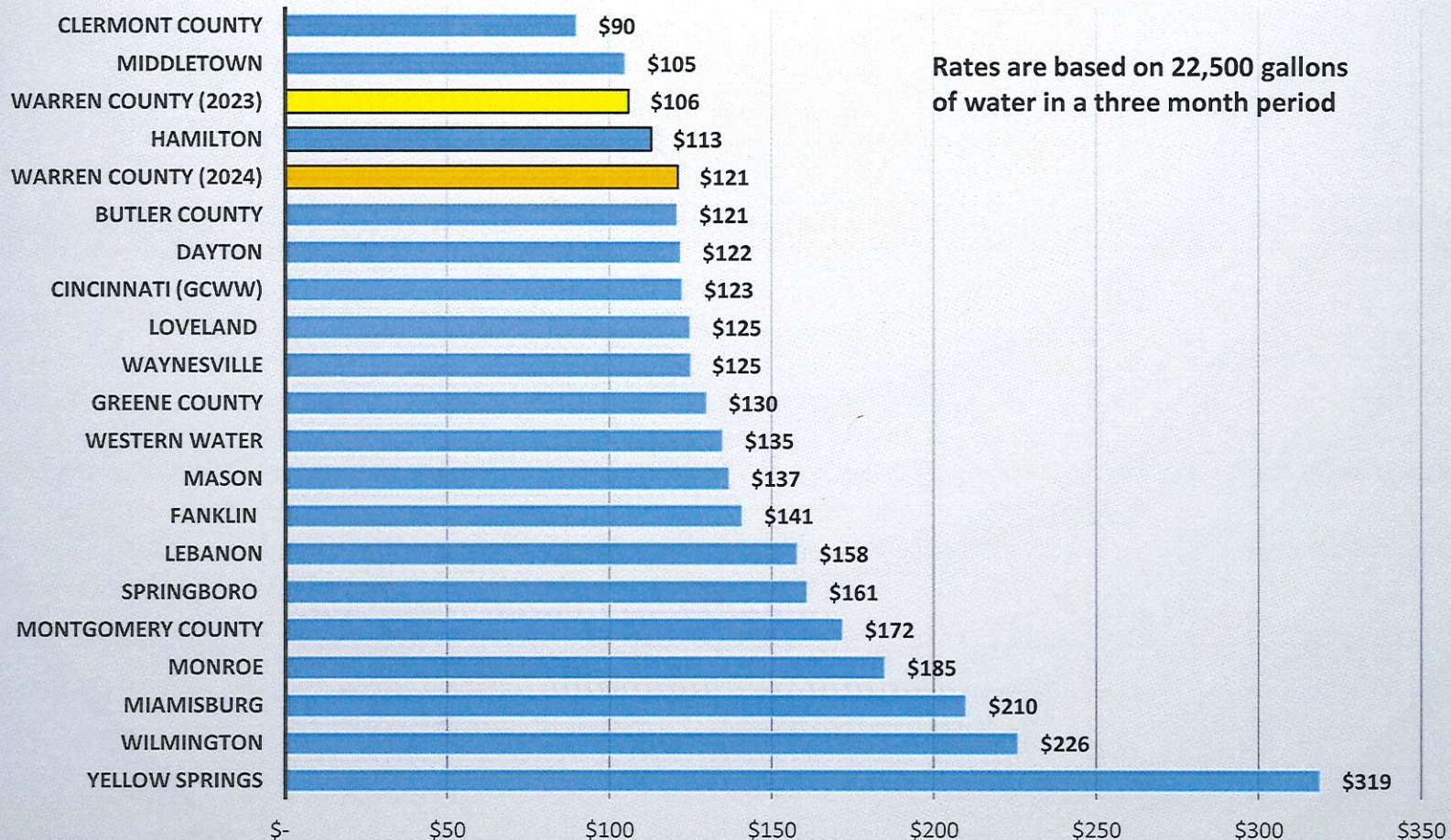
Water & Sewer Department



Affordable Water Rates

Our focus on strong fiscal management, operating with a minimal staff, and building quality treatment plants has resulted in low rates for our customers.

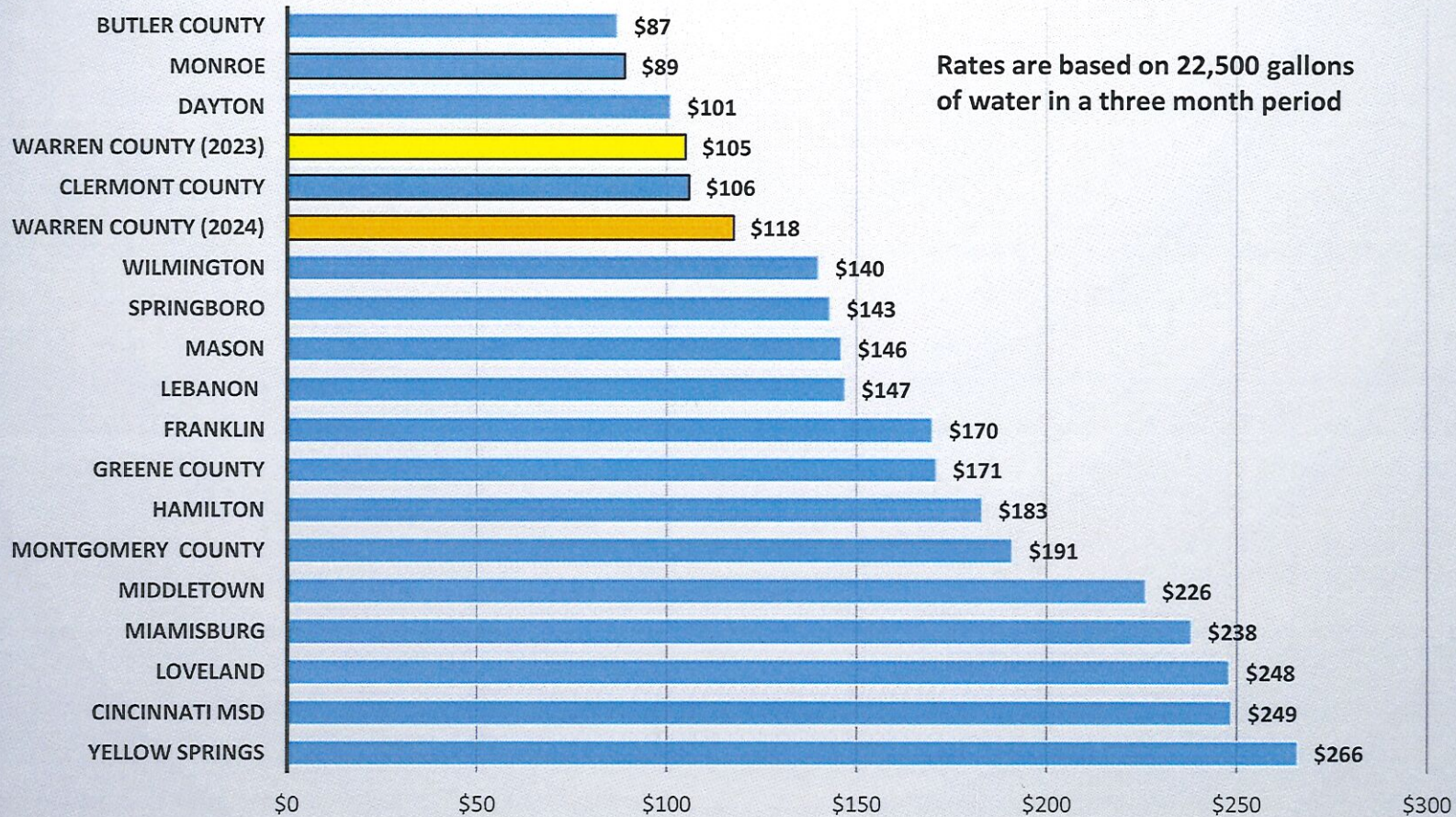
2023 WATER RATE SURVEY



Affordable Sewer Rates

Our focus on strong fiscal management, operating with a minimal staff, and building quality treatment plants has resulted in low rates for our customers.

2023 SEWER RATE SURVEY



Mission Statement: We strive to provide quality water service to Warren County residents in a cost-effective manner;

Customer Bi-Monthly Bill	2024	2025	2026
Minimum Water Bill	\$35.32	\$37.59	\$39.22
Minimum Sewer Bill	\$33.48	\$34.98	\$35.92
Total Bi-Monthly Bill	\$68.80	\$72.57	\$75.14

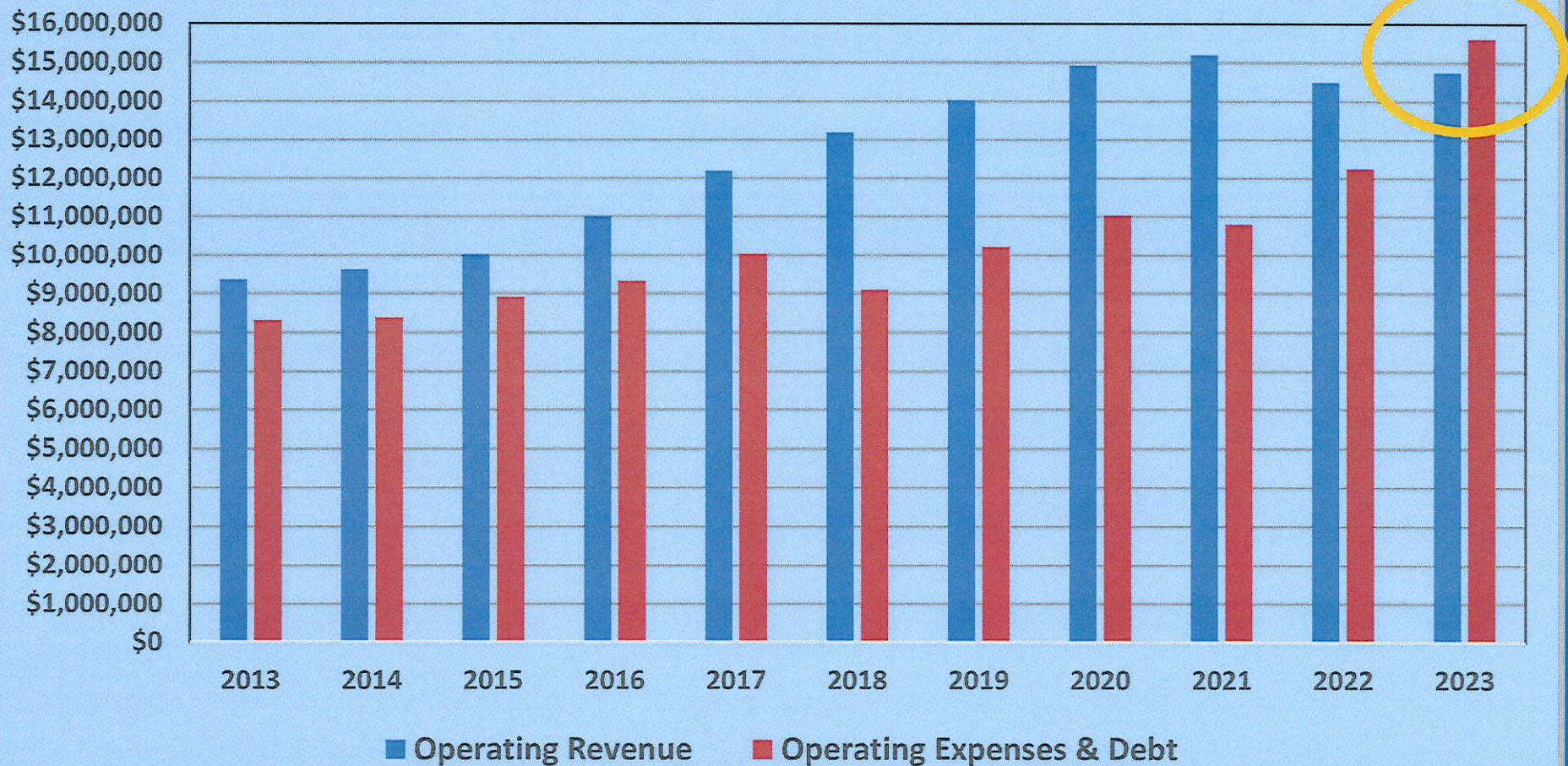
*Based on 6,000 gallon minimum usage (Approximately 100 gallon/day)

Water service at
\$0.59 - 0.65 / day.

Water & Sewer service
at \$1.15 - \$1.25/day.

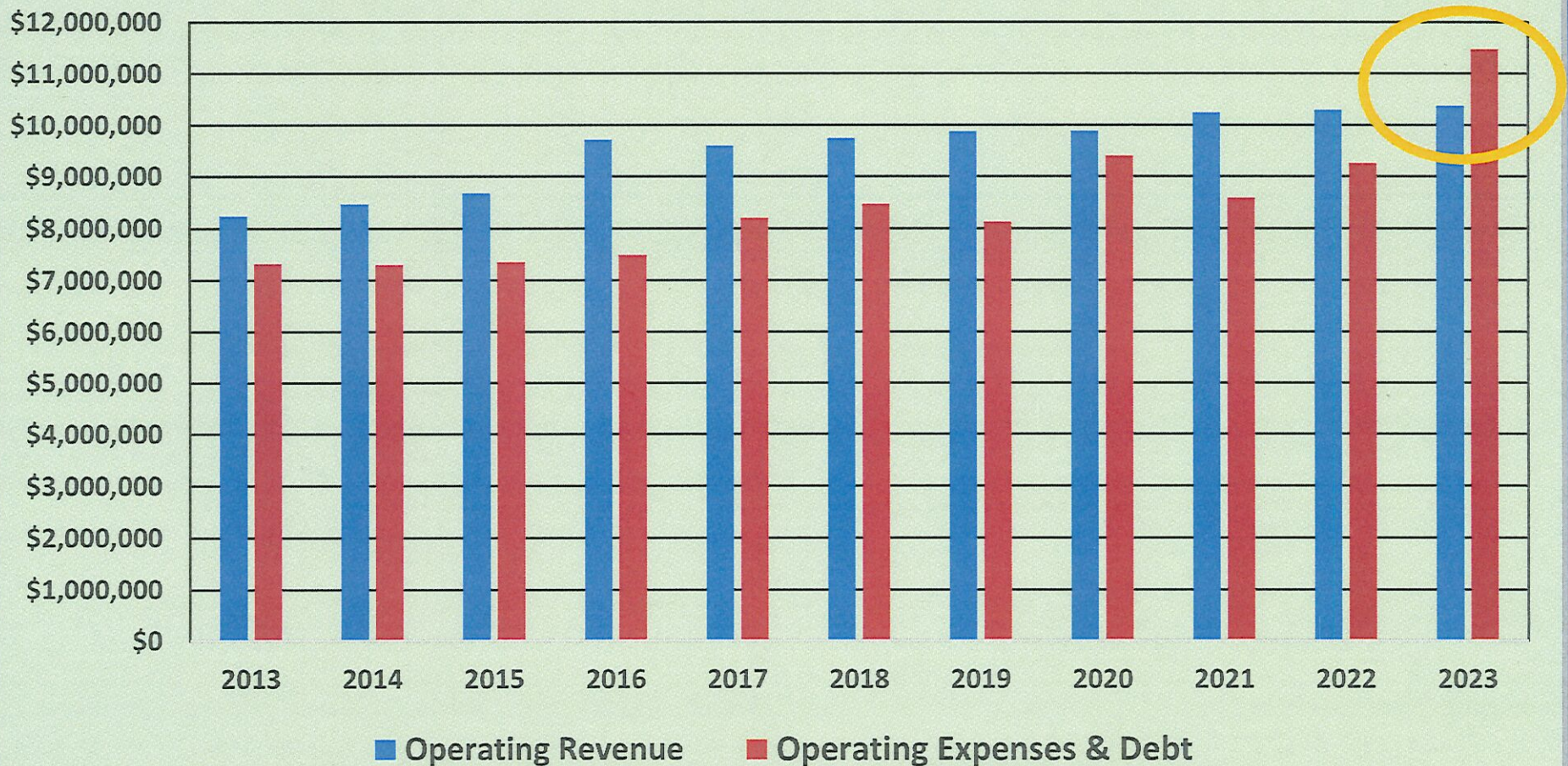
Expenses will exceed revenues in 2023 resulting in a reduction in surplus funds used for capital projects.

ANNUAL REVENUE & EXPENSES Water Operations



Expenses will exceed revenues in 2023 resulting in a reduction in surplus funds used for capital projects.

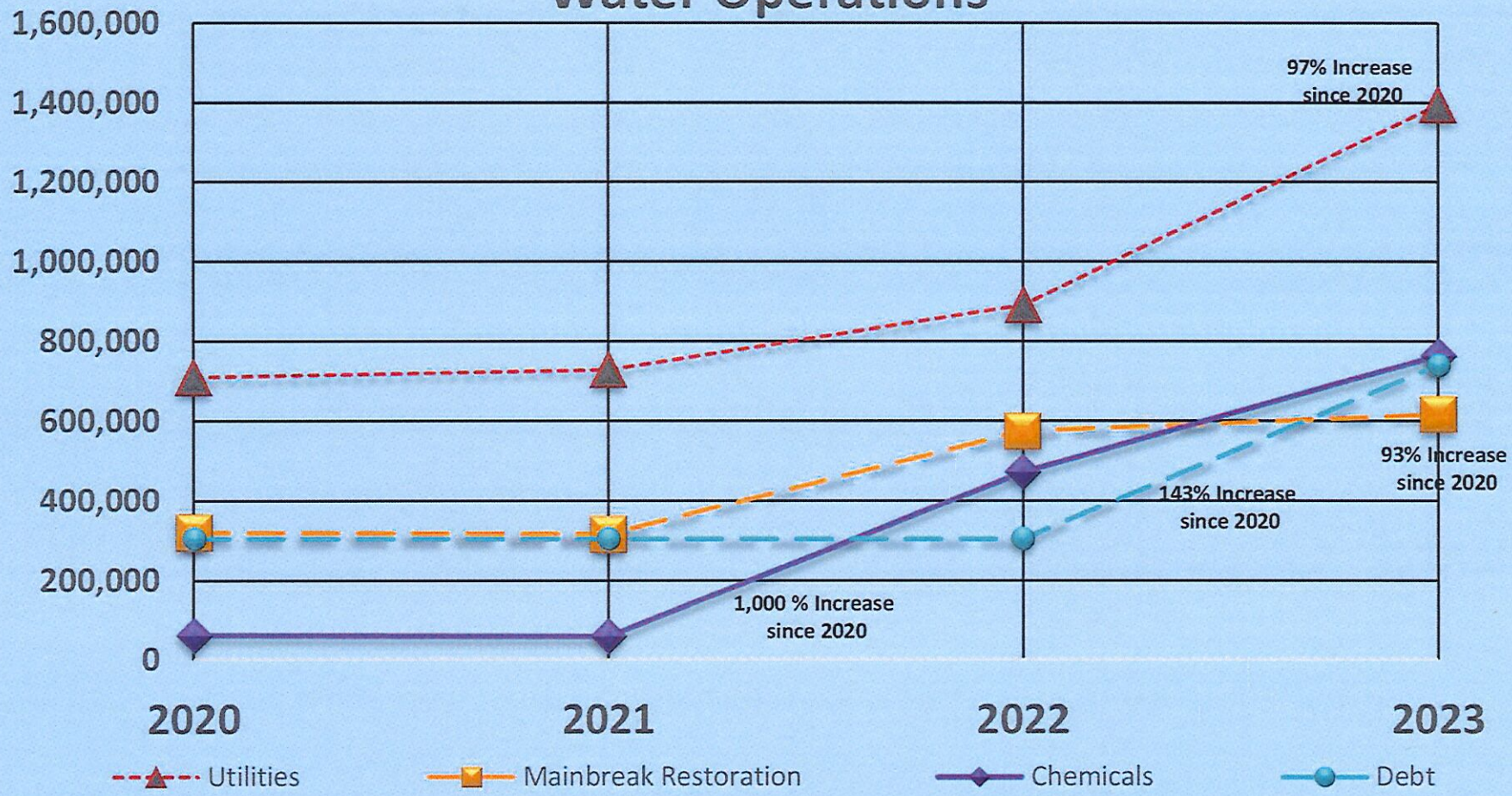
ANNUAL REVENUE & EXPENSES Sewer Operations



Current wate rates cannot keep up with the increasing costs of electricity, chemicals, and other items.

SIGNIFICANT ANNUAL EXPENSES

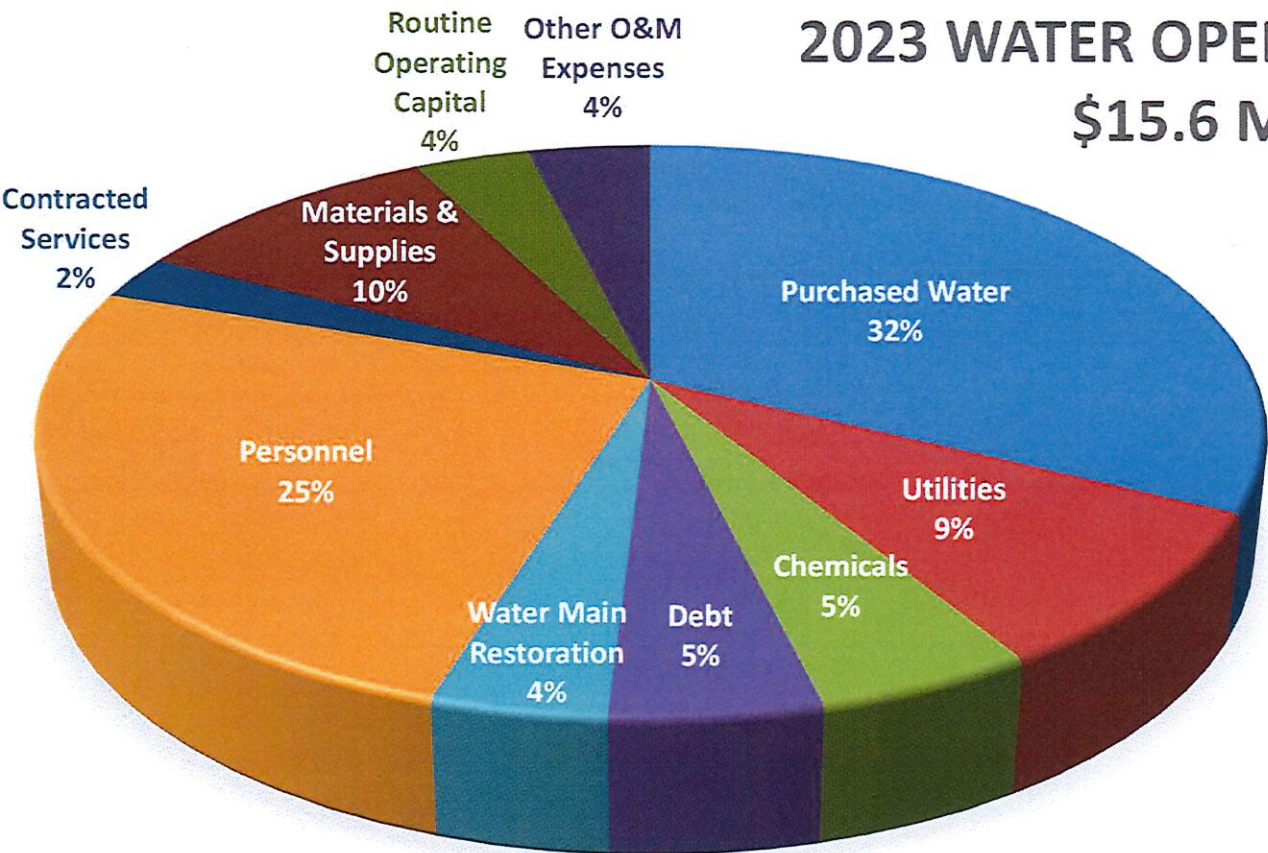
Water Operations



Purchased Water

Purchased water from GCWW for the Socialville water system is the largest single expenditure for the Department and our biggest challenge to fiscal stability.

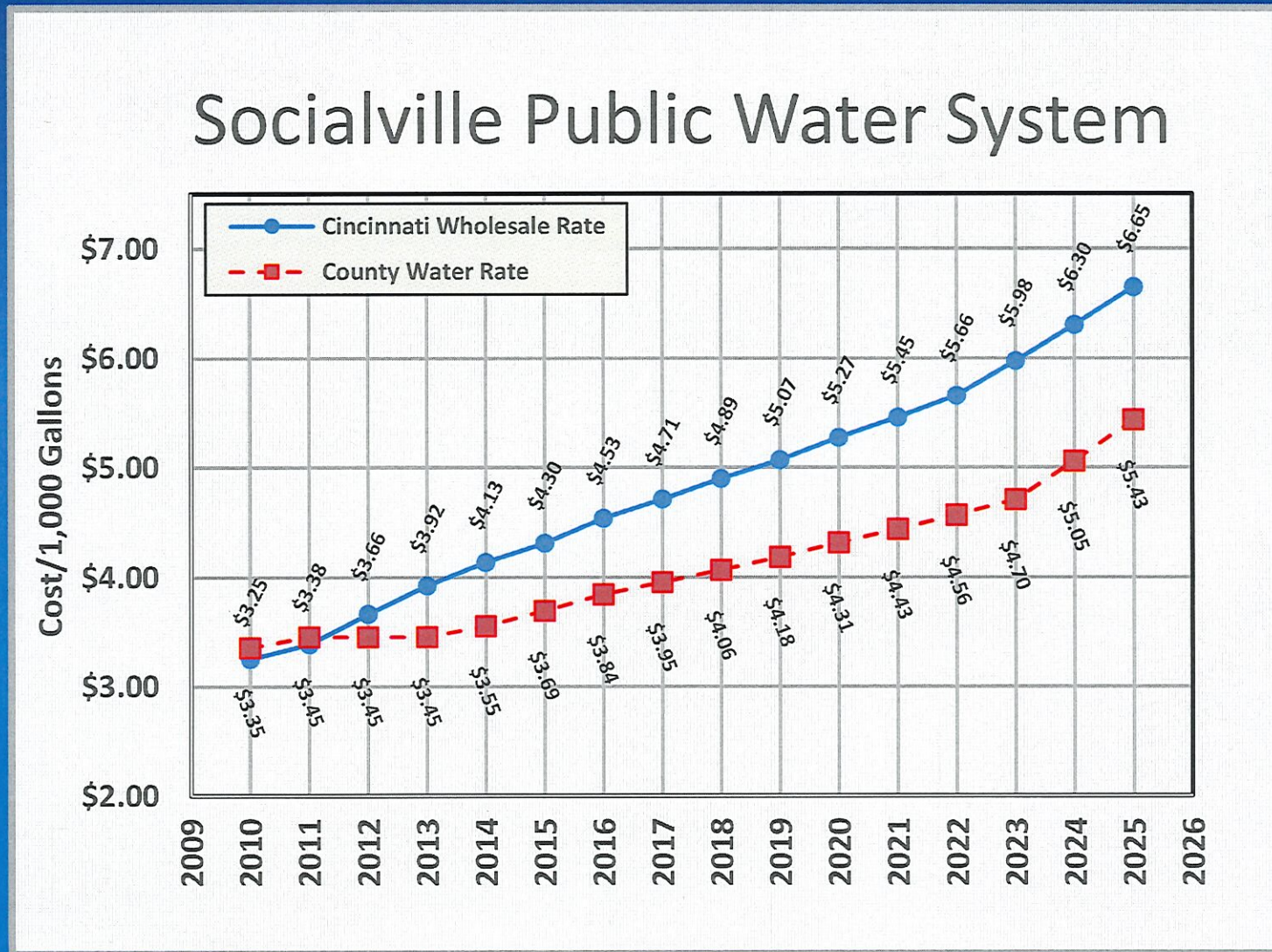
2023 WATER OPERATING EXPENSES
\$15.6 MILLION



1/3 of our expenses is spent on 15% of our customers!

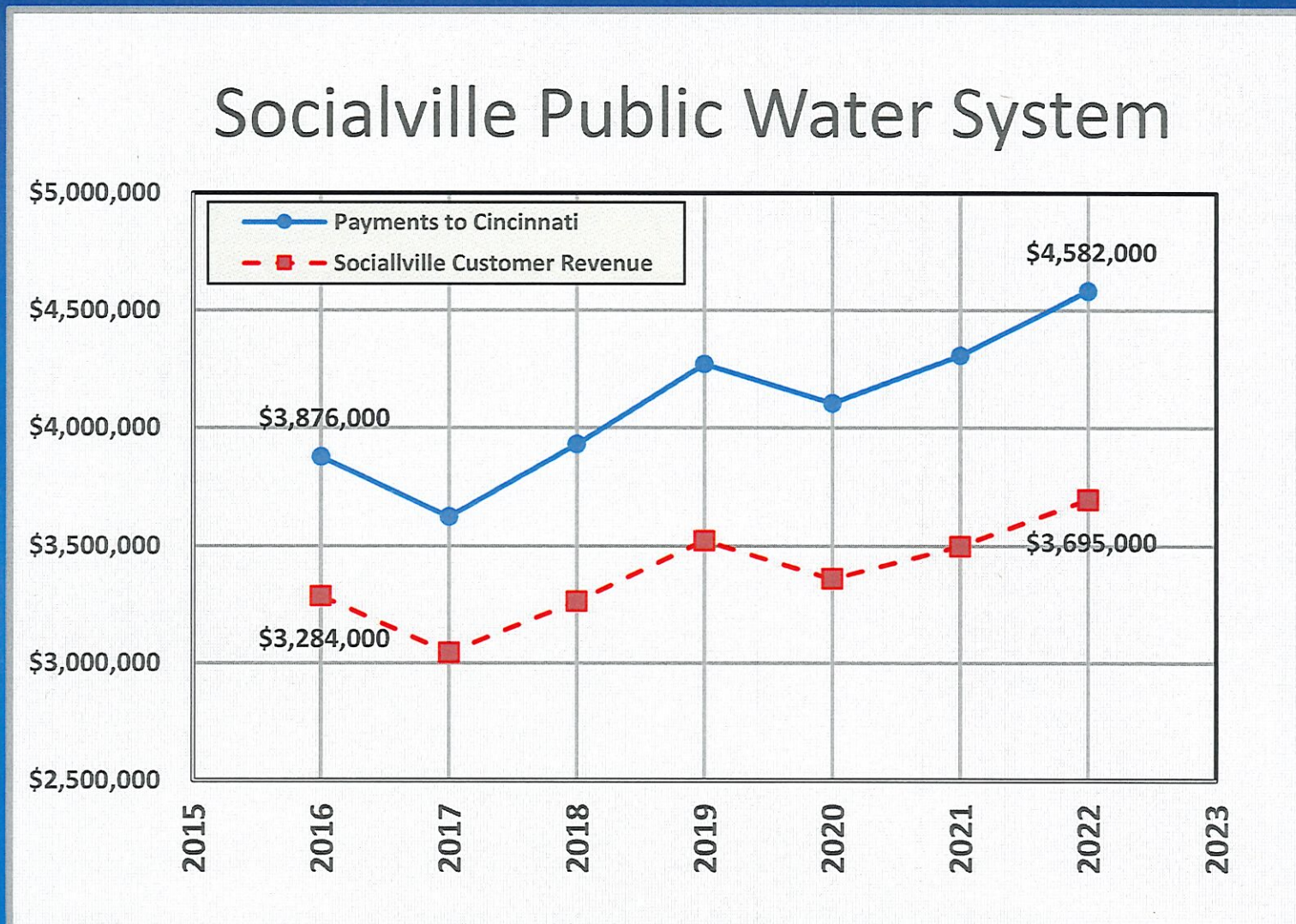
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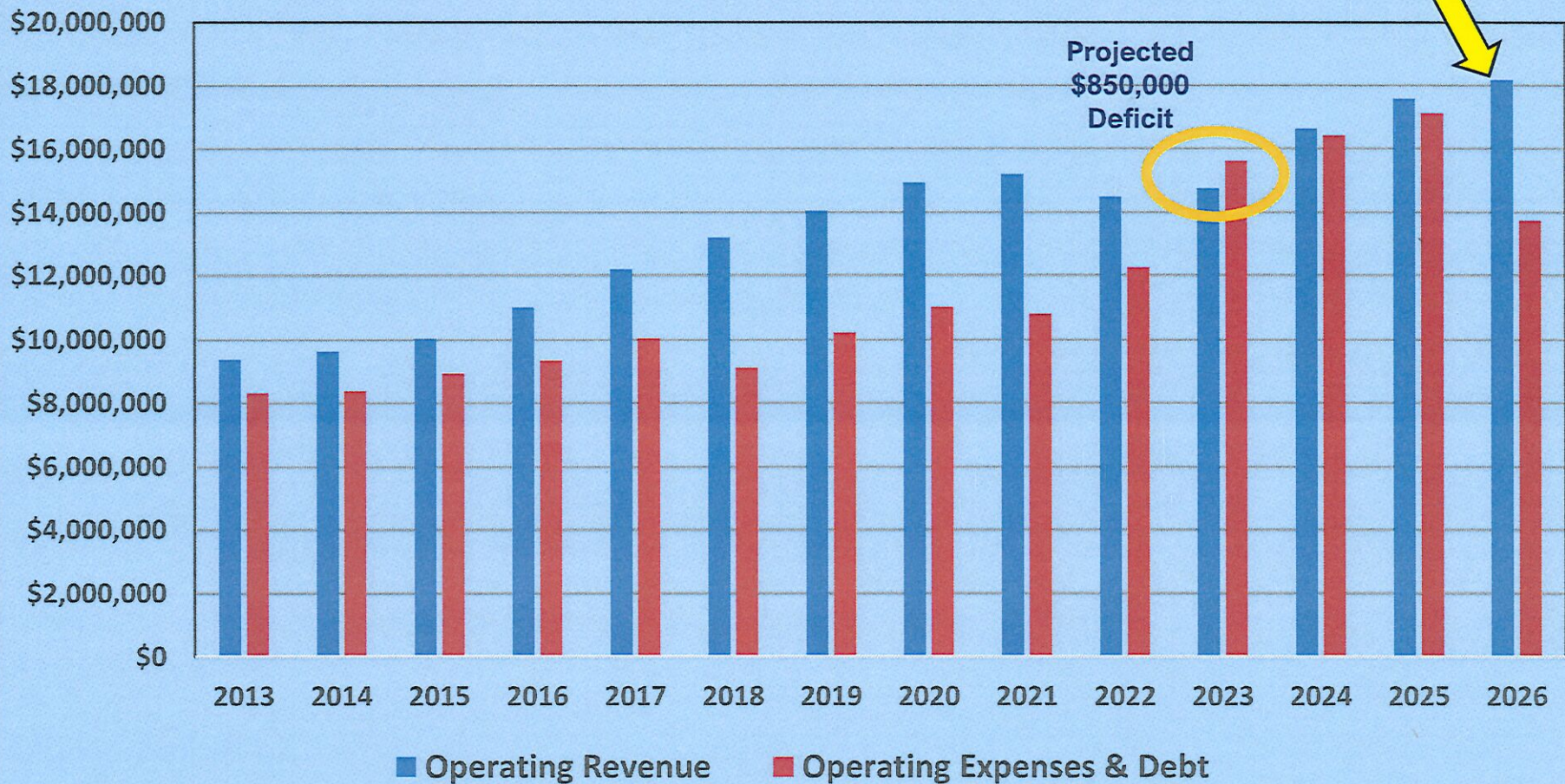
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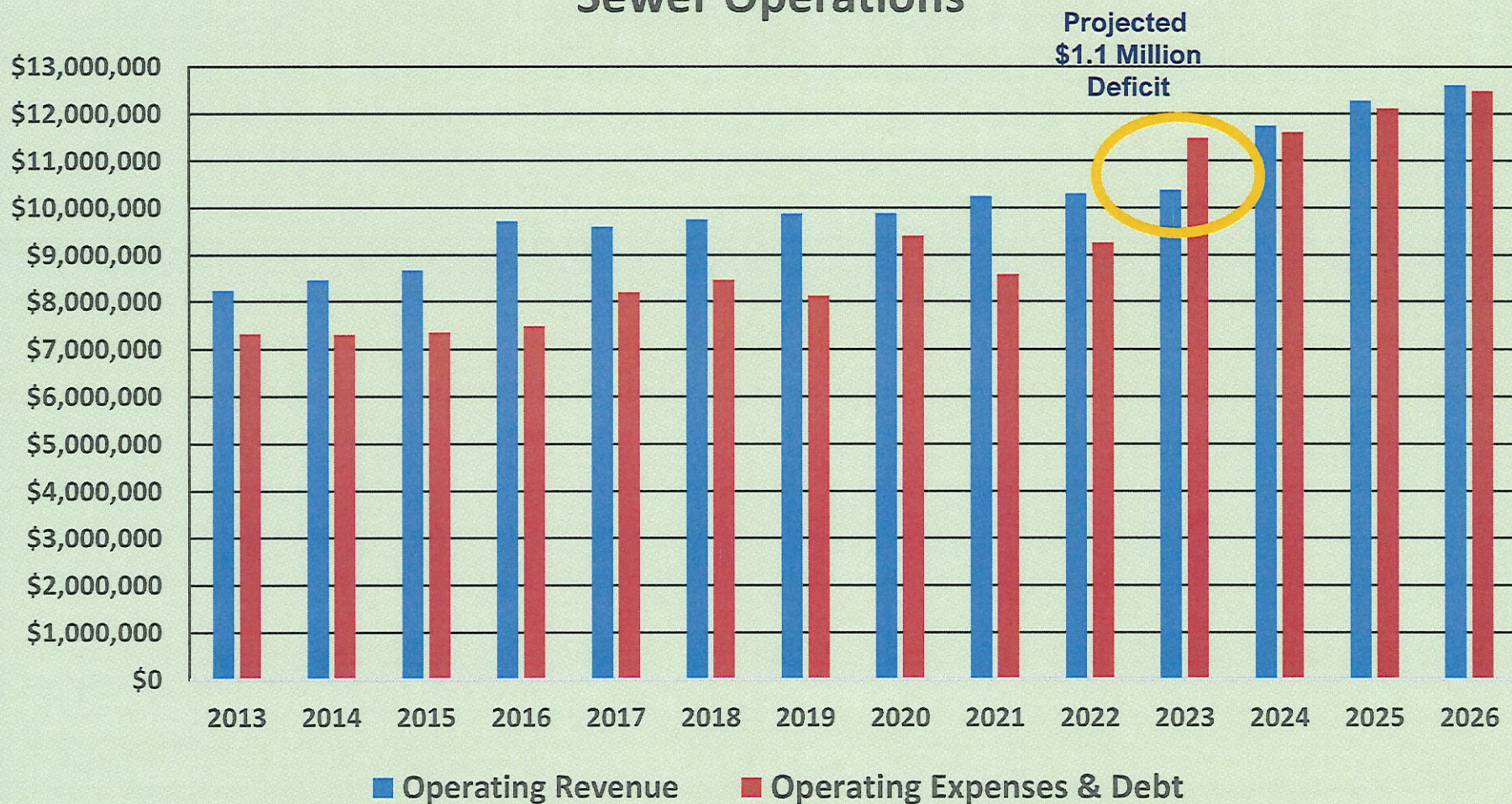
Proposed rates are the minimum necessary to bring us back to break even.

ANNUAL REVENUE & EXPENSES Water Operations

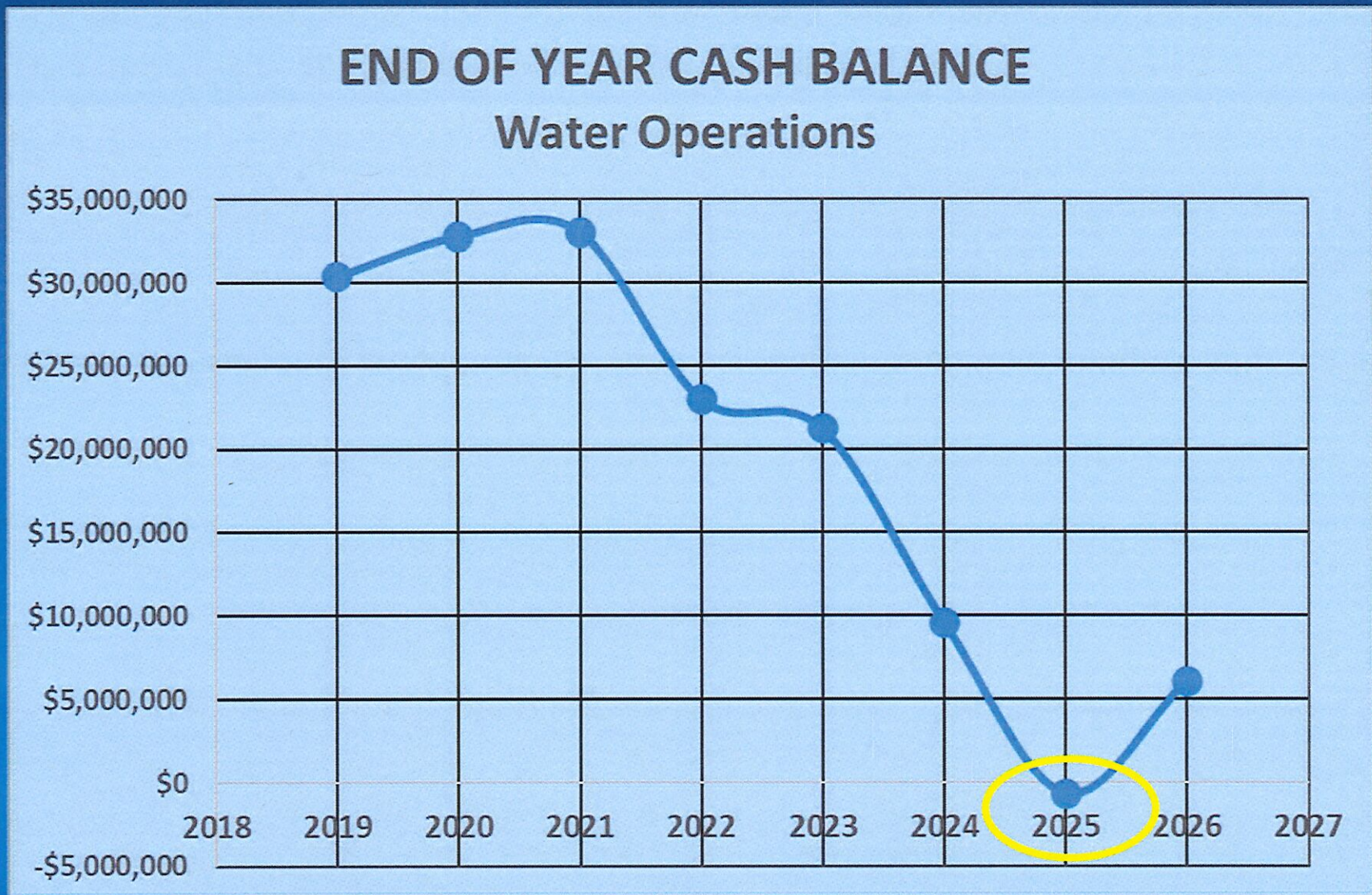


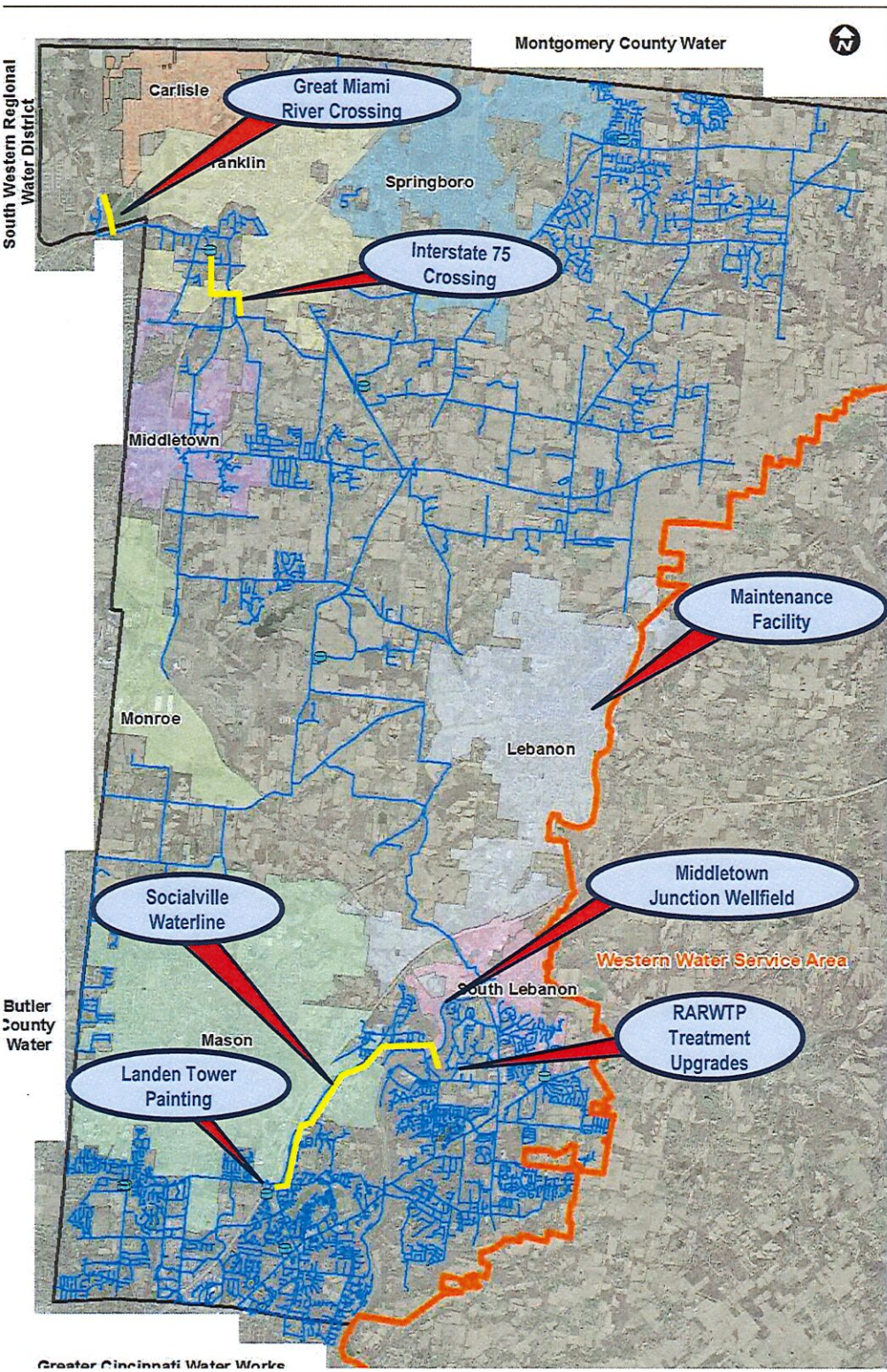
Proposed rates are the minimum necessary to bring us back to break even.

ANNUAL REVENUE & EXPENSES Sewer Operations



Cash financing of water capital projects may not be possible in the near future.





Water Projects

PROJECT	COST	YEAR
Middletown Junction Wellfield	\$4.3 M	2024-2025
Socialville Ground Storage Tank	\$0.5 M	2025
Distribution Facility	\$0.4 M	2025
Landen Tank Painting	\$1.0 M	2024
RARWTP Upgrades	\$11.5 M	2024-2026
Socialville Waterlines	\$7.1 M	2024-2025
Kings Mills Waterlines	\$1.3 M	2024
Sunrise Landing Waterline	\$0.6 M	2024-2025
Great Miami River Crossing	\$1.8 M	2025
Interstate 75 Crossing	\$6.7 M	2025
WCEO Projects	\$0.9 M	2024-2026
Loveland Park Waterlines	\$0.7 M	2026
TOTAL	\$36.8 M	

Debt financing for sewer projects will not be necessary for 2024-2026.



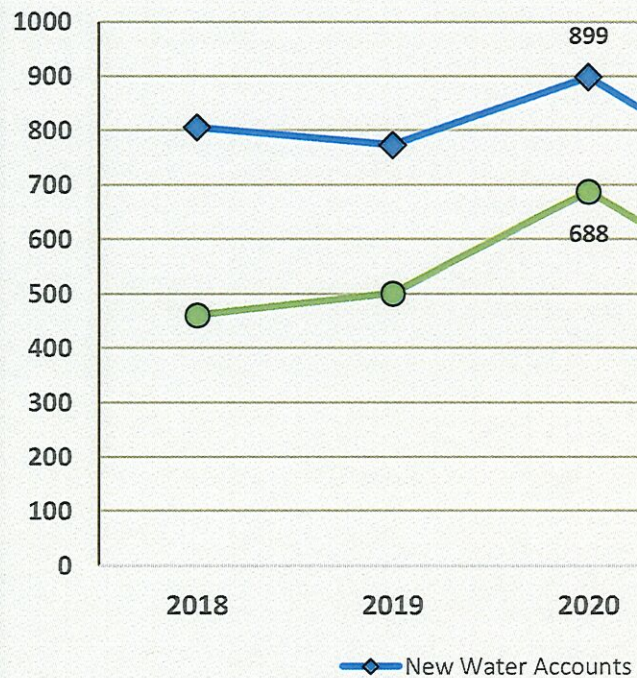
Cash financing of sewer projects may not be possible beyond 2026.

Capital Improvements - Sewer Fund - 5/31/2023

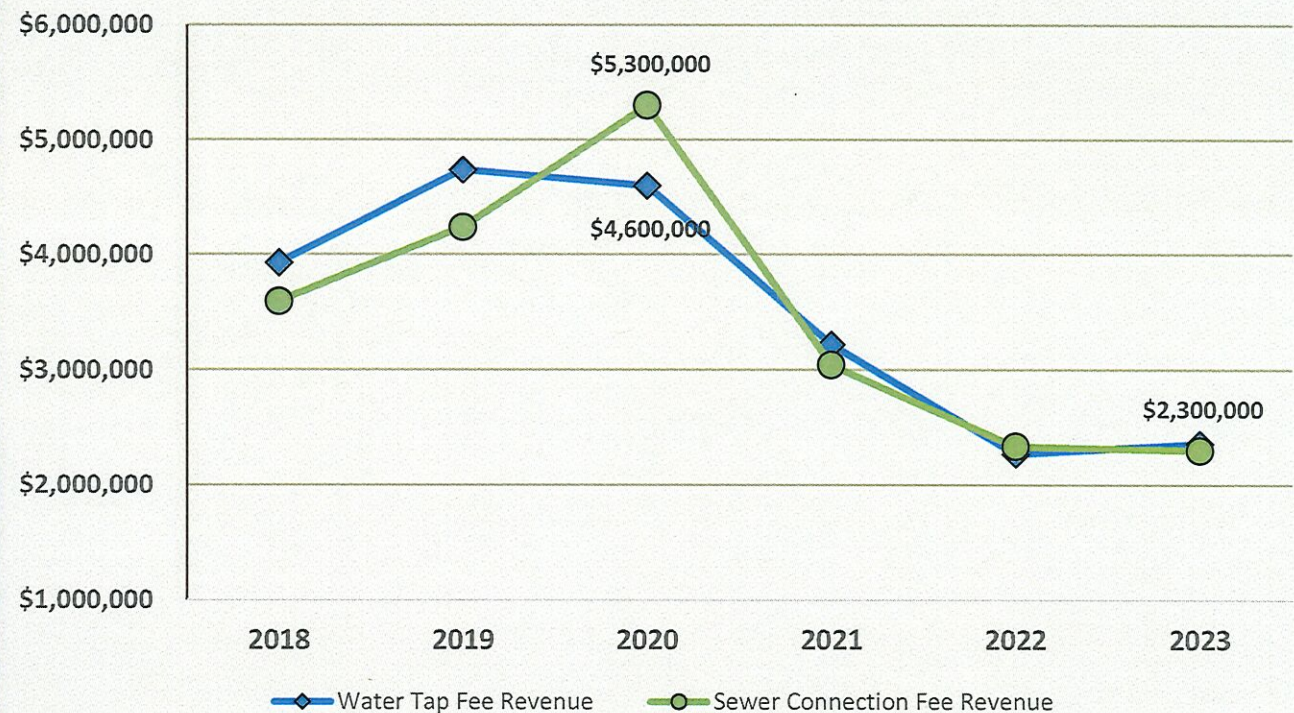
Available Sewer Funds		\$28,275,000
Ongoing Projects		
55753377-Dick's Creek Pump Station Improvements	\$1,978,529	
55753386-Sycamore Trails WWTP Construction	\$5,004,387	
55753388-Morrow Sanitary Sewer Forcemain Cleaning	\$760,000	
55753390-Fosters Lift Station Improvements Design	\$870,400	
55753396-Kings Ave Bridge Aerial Crossing	\$447,697	
55753398-St Rte 73/Corwin Avenue Forcemain Relocation	\$133,500	
	Subtotal	\$9,195,000
Fund Less Encumbered Projects		\$19,080,000
Future Budgeted Projects		
Morrow Area Sanitary Sewer Improvements	\$2,000,000	
Lower Little Miami WWTP - UV, Biosolids Dewatering, & Septic Receiving	\$7,500,000	
Waynesville WWTP - Biosolids Dewatering & Clarification	\$4,500,000	
Fosters & Bear Run Pump Station Upgrades	\$8,500,000	
Waynesville Collection System Lining	\$300,000	
Dale Acres Wastewater Treatment Improvements	\$1,500,000	
Dale Acres Sanitary Lateral Replacement	\$500,000	
State Route 122 Lift Station Relocation	\$350,000	
Utility Billing Software Upgrades	\$200,000	
	Subtotal	\$25,350,000
Fund Less Current Encumbered & Future Budgeted Projects		-\$6,270,000

New customer fee revenue is in decline as the housing market recedes.

NEW WATER & SEWER CUSTOMER ACCOUNTS



NEW WATER & SEWER CUSTOMER FEES



Adjustment to water tap and sewer connection fees are needed due to construction cost increases.

EXISTING FEE/CHARGE	EXISTING	PROPOSED
Water Tap Fee (5/8" Meter)	\$4,000/ERU	\$5,000/ERU
Sewer Connection Fees	\$4,800/ERU	\$5,500/ERU
Meter Set Fee (5/8-inch)	\$200	\$350
Meter Set Fee (3/4-inch)	\$225	\$400
Meter Set Fee (1-inch)	\$275	\$480
Meter Set Fee (1.5-inch)	\$465	\$800
Meter Set Fee (2-inch)	\$600	\$1,100
Water Service Connection Fee (3/4" Line, 5/8" Meter)	\$850	\$1,200
Water Service Connection Fee (3/4" Line, 5/8" Meter)	\$950	\$1,500
Water Service Connection Fee (1" Line and Meter)	\$1,050	\$1,800
Water Service Connection Fee (1.5" Line and Meter)	\$1,200	\$2,100
Water Service Connection Fee (2" Line and Meter)	\$1,350	\$2,400
Sprinkler Meter Installation	\$450	\$550
Backhoe & Operator (per hour)	\$125	\$225
Vactor & Operator (per hour)	\$150	\$250
Inspection Fees	\$80	\$150

Long Term Forecast & Issues

The Water & Sewer Department is tracking the following issues that can significantly impact on revenues, expenses, and user rates.

- The Economy & Inflation
- Tap Fees and Housing Construction
- Emerging Contaminate Regulations – PFAS
- Software Upgrades
 - Utility Billing
 - Work Order
 - Asset Management
- Security Upgrades – Physical & Cyber

Recommendation

Schedule a public hearing for the proposed water & sewer rates for 2024 through 2027 and the proposed fee increases.

	2024	2025	2026
Water Base Fee	\$5.00/bill	\$5.00/bill	\$5.00/bill
Water Rate	\$5.05	\$5.43	\$5.70
Rate Increase	7.5%	7.5%	5.0%
Sewer Base Fee	\$3.50/bill	\$3.50/bill	\$3.50/bill
Sewer Rate	\$5.00	\$5.25	\$5.40
Rate Increase	7.0%	5.0%	3.0%

WARREN COUNTY

**ROAD CONSTRUCTION
STANDARDS**

Update August 2023

THE COUNTY ENGINEER'S OFFICE AND OUR TOWNSHIPS
ARE SEEING AN INCREASE IN PAVEMENT FAILURES.

OUR THEORIES ON THE POSSIBLE CAUSES INCLUDE:

- Heavier construction vehicles with more axles
- Changes in the performance of asphalt materials
- Proof rolling alone is not always a good indicator of subbase condition
- Developer and homeowner amenities involving irrigation that impact pavement base

OTHER RESOURCES CONSULTED:

LOCAL COUNTY ENGINEER'S OFFICES

- Full Depth Pavement placed on compacted subgrade has been the preferred section in southwest Ohio counties for years
- Other counties are seeing the problems we are experiencing
- Butler County added underdrains to their full depth curb section in recent years to address increased pavement failures

OTHER RESOURCES CONSULTED:

ODOT PAVEMENT DESIGN MANUAL, GEOTECHNICAL ENGINEERS, STUDIES INCLUDING FIELD TESTING

- Across the board, the recommendation is to add granular base with underdrains.
- Undercutting of consistently wet clay soils and backfilling with dry compact fills were once preferred method of stabilization, but this does not always withstand the heavier loads and many axles

OTHER RESOURCES CONSULTED:

CONTRACTOR REVIEW OF A REPRESENTATIVE SUBDIVISION – 3 (OR MORE) SEPARATE REVIEWS, DIFFERENT LOCATIONS

- Increased testing recommended
- Gravel base

PROPOSED CHANGES:

Increase Pavement Section Depth

- Current Section: 8.5" Full Depth Asphalt
- Proposed Section (Low Volume <50 lots):
7.25" Asphalt + 5" Average Depth Granular
Base = 12.25" pavement section
- Proposed Section (High Volume 50 – 250
lots): 8.25" + 6" Average Depth Granular
Base = 14.25" pavement section
- Additional depth and/or stabilized
subgrade as determined by field testing
and observed conditions

PROPOSED CHANGES:

Underdrains

- Shedding of water above the subgrade is vital to long pavement life
- Aggregate Drains may be used on a case-by-case basis along rural street sections to reduce the depth needed in the roadside ditch compared to the depth needed for underdrain outlets

PROPOSED CHANGES:

Additional Field Testing

- Soil borings as determined by the size of the development and USGS soil survey submitted by the Developer with the preliminary plan
- WCEO pre-certified firm to test pavement materials

PROPOSED CHANGES:

Require surface course to be placed as soon as possible

- Reinstating a standard for determining the eligibility for streets to be accepted for public maintenance based on the percentage of lots developed.
 - Real value has been realized having the asphalt surface course being placed earlier in construction. Deterioration is due more to subgrade failure now being addressed with aggregate base

PROPOSED CHANGES:

Maintenance Period

- 2 Year Maintenance Period Begins when two-thirds of the platted residential parcels are developed. (Section 304)

2020 CHANGE:

Video Inspection of Storm Sewers

- Prior to acceptance of storm sewers for public maintenance

NO CHANGE:

\$0 cost for design review or development permit fees

- Area Counties charge review and inspection fees for developments
 - We do not propose this as we prefer to keep the development costs directed to construction of public improvements

PROPOSED PAVEMENT

CROSS SECTIONS

STANDARD PAVEMENT DESIGN
SCHEDULE

Classification	Surface	Intermediate	301 Base	304 Base		Total	Demand
Subdivision Local I	1-1/4"	2"	4"	4"	6"	12-1/4"	≤ 50 lots
Subdivision Local II	1-1/4"	2"	5"	5"	7"	14-1/4"	50-250 lots
Subdivision Collector	1-1/2"	2"	5-1/2"	5"	7"	15"	251-400 lots
				D1	D2		

GENERAL NOTES

- For cases of demand >400 lots (equivalent to 4000 ADT), the larger of the Subdivision Collector value, from the above table, and the ODOT Pavement Design value is to be chosen.
- Classification as per Table 1.2.3 in the Requirements and Standards for the Design and Construction of Streets and Roadway Facilities, Warren County, Ohio



**Warren
County
Engineer's
Office**

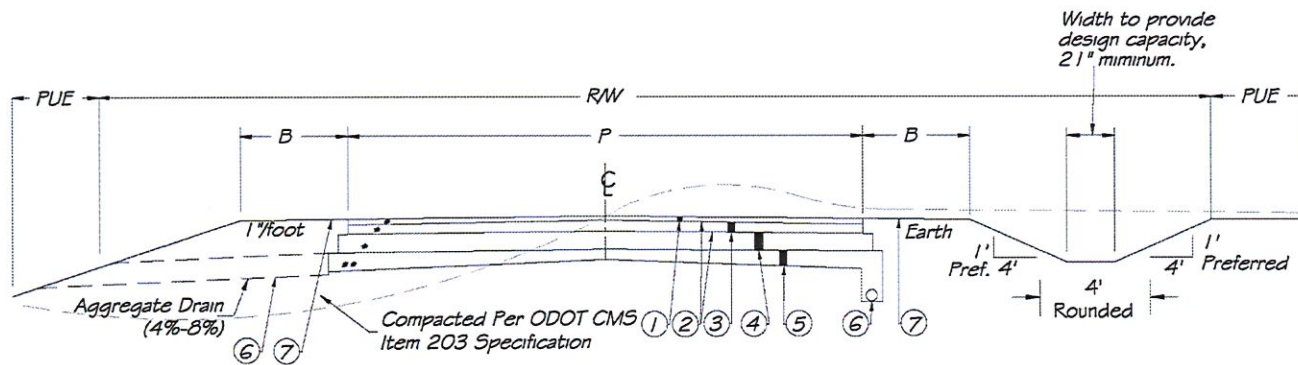
Neil F. Tinson, P.E., P.S.,
Warren County Engineer
2110 W. Main St.
Lynchburg, Ohio 43026
(615) 825-2323 Page
(615) 825-2327 Fax

STANDARD PAVEMENT
DESIGN SCHEDULE
Warren County
Pavement Design Schedule.dwg

WARREN COUNTY
ENGINEER'S OFFICE
DESIGN STANDARDS

NO.	DATE	REVISIONS

DATE	17 th AUG. 2022
SCALE	As Shown
DRAWN BY	JRL
CHECKED BY	DWB
DESIGNED BY	LAD
DATE	8/1/2022

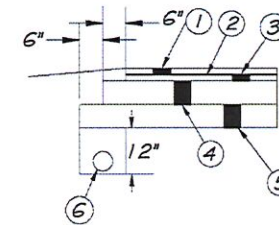


STREET CLASSIFICATION	RW	P	B	PUE
Local Subdivision Street	70'	24'	4'	10' min
Collector-Residential Rural	80'	36'	6'	10' min

STANDARD PAVEMENT COMPOSITION (LOW VOLUME ROADS)

- ***ODOT Item 441, Asphalt Concrete Surface Course, Type 1 (448), PG 64-22.
- ODOT Item 407, Non-Tracking Tack Coat.
- ***ODOT Item 441, Asphalt Concrete Intermediate Course, Type 2 (448), PG 64-22.
- ***ODOT Item 301, Asphalt Concrete Base, PG 64-22.
- ***ODOT Item 304, Aggregate Base, Variable Thickness (D1 @ CL, D2 @ EF)
- ODOT Item 605, 6" Underdrain OR Aggregate Drain
- ODOT Item 659, Seeding and Mulching

STANDARD PAVEMENT COMPOSITION



GENERAL NOTES

- *2.1% Cross Slope
- **4.2% Cross Slope on Sub-grade
- ***Item thickness to be determined by Standard Pavement Design Schedule
- Street Classification as per Official Thoroughfare Plan, Warren County, Ohio Figures A.7, A.13



Warren County Engineer's Office

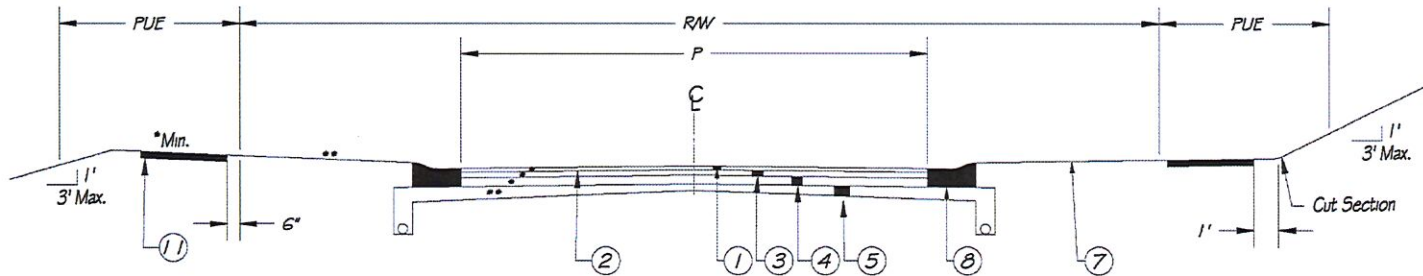
Neil T. Torson, P.E., P.S.
Warren County Engineer
210 W. Main St.
Lebanon, Ohio 43028
615-650-2800 Fax
615-650-2807 Fax

TYPICAL SECTION
WITHOUT CURB & GUTTER

WARREN COUNTY
ENGINEER'S OFFICE

DESIGN STANDARDS

DATE	REVISED	BY	REASON
DATE	BY	REASON	
08/09/22	JRL		
DATE	BY	REASON	
08/09/22	DMB		
DATE	BY	REASON	
08/09/22	JRL		

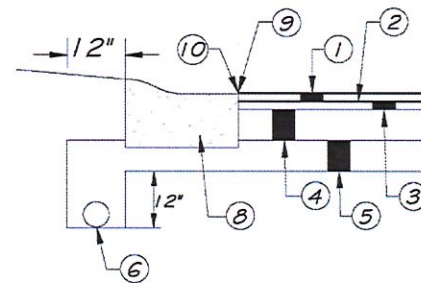


STREET CLASSIFICATION	RW	P	PUE
Local Subdivision Street	50'	24'	10' min
Collector - Residential Urban	60'	36'	10' min

**STANDARD PAVEMENT COMPOSITION
(LOW VOLUME ROADS)**

1. ***ODOT Item 441, Asphalt Concrete Surface Course, Type 1 (44B), PG 64-22.
2. ODOT Item 407, Non-Tracking Tack Coat.
3. ***ODOT Item 441, Asphalt Concrete Intermediate Course, Type 2 (44B), PG 64-22.
4. ***ODOT Item 301, Asphalt Concrete Base, PG 64-22.
5. ***ODOT Item 304, Aggregate Base, Variable Thickness (D1 @ CL, D2 @ EP for P=24')
6. ODOT Item 605, 6" Underdrain OR Aggregate Drain
7. ODOT Item 659, Seeding and Mulching
8. ODOT Item 609, ODOT Type 3 Curb
9. Asphalt Lip $\frac{1}{4}$ " (+/- $\frac{1}{8}$ ") above gutter plate.
10. Joint Sealer to be applied to the face of curb.
11. ODOT Item 606 - 4" Concrete Walk

STANDARD PAVEMENT COMPOSITION



GENERAL NOTES

1. *2.1% Cross Slope
2. **4.2% Cross Slope on Sub-grade
3. ***Item thickness to be determined by Standard Pavement Design Schedule
4. Street Classification as per Official Thoroughfare Plan, Warren County, Ohio Figures A.7, A.13



Warren County Engineer's Office
 Vol. F. Sacco, P.E., P.S.
 Warren County Engineer
 210 W. Main St.
 Xenia, Ohio 45386
 (937) 251-3301 Phone
 (937) 251-3307 Fax

TYPICAL SECTION -
 WITH CURB & GUTTER
 PLATE 2, Typical Section With Curb & Gutter (In)

WARREN COUNTY ENGINEER'S OFFICE
 DESIGN STANDARDS

DATE	REVISED	BY	DATE
		JRL	03/01/2022
DATE	REVISED	BY	DATE
03/01/2022		JRL	03/01/2022
DATE	REVISED	BY	DATE
03/01/2022		JRL	03/01/2022



**Warren
County
Engineer's
Office**

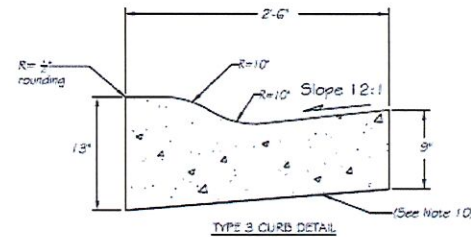
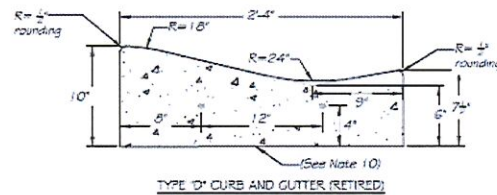
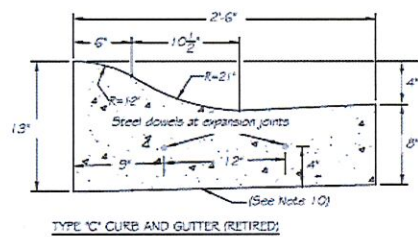
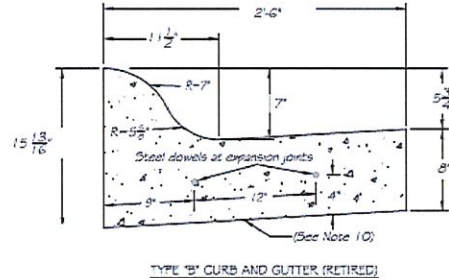
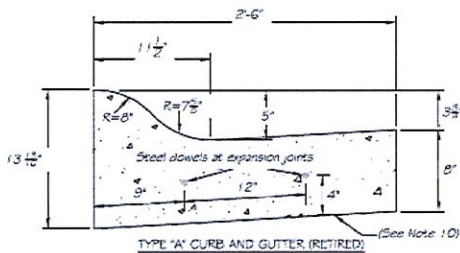
1617. Tenthon, P.O., P.E.
Warren County Engineer
100 Murray Road
Lebanon, Ohio 45030
615.880.3300 - Local Area
615.895-3247 Fax

TYPICAL SECTION - Curb & Gutter

DATE: 3/15/2022

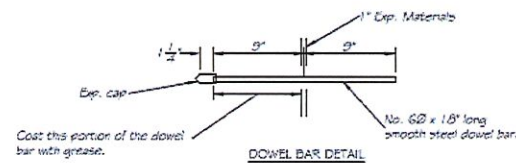
WARREN COUNTY
ENGINEER'S OFFICE

DESIGN STANDARDS



GENERAL NOTES

1. All work shall be performed in conformance with ODOT CMS Item 609.
2. Flexible forms shall be used on all curves having radii of 200 feet or less.
3. 1" expansion joints shall be installed at 3 feet either side of a curb inlet and at points of curvature. Two smooth steel dowel bars, No. 6 x 18 inches long, with expansion caps, shall be installed at each expansion joint as shown on the detail.
4. Contraction joints shall be provided at 10 foot intervals, 1/4" wide, 2" or more average depth.
5. All joints shall be vertical and either perpendicular, or radial to the back of the curb.
6. All exposed edges shall be rounded to 3/8" radius. Type D (see plan)
7. All curbing shall be backfilled before pavement work is begun.
8. 1/2" expansion joint will be installed behind the curb where a concrete walk, drive, or other concrete item is constructed adjoining it.
9. Place dowel bars as shown at all construction joints.
10. For replacement work, the curb shall be removed either at a joint or mid-section no closer than 4 feet from an existing joint.
11. Concrete for curbs and gutters shall be ODOT Class "C" broom finish. An approved curing agent shall be applied after finishing.
12. When a curb and gutter inlet is installed, the top of casting shall be the same as the top of curb elevation.
13. For new residential subdivisions, the standard curb/gutter type will be ODOT Type 3 (detail dated 7/15/2022). Coordinate with the County Engineer's Office prior to design of roadway improvement projects to determine the curb type for that project. Generally for retrofit projects where the driveway locations are known, the standard curb type will be ODOT Type 2, ODOT Type 6, or one of the retired curb/gutter sections to match other existing curb/gutter.



NO.	DATE	BY	CHKD.	APP'D.
1	03/15/2022	WJ	WJ	WJ
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NEXT STEPS:

- Continue to update the current standard construction drawings
- Consider deferred maintenance of existing and future public roads along roadways loaded by construction vehicles for large multi-phased developments

QUESTIONS?

Table 4.4-2

	Current WAR/BUT/CLE County (Inches)	Proposed Warren County (Inches)	Warren County SN	Existing Kenton County (Inches)	Kenton County SN	Existing City of Lebanon (Inches)	City of Lebanon SN	Existing Delaware County (Inches)	Delaware County SN	Existing Greene County (Inches)	Ohio Flexible Pavement Study (Inches)	Ohio Flexible Pavement Study SN
0-20 Lots Asphalt	8.5	7.25	2.8375	6.5	2.66	8.5		6	2.37	7	6	2.3525
0-20 Lots Gravel	0	5	0.7	7	0.98	4		4	0.56	4	6	0.84
0-20 Lots Total	8.5	12.25	3.5375	13.5	3.64	12.5	3.865	10	2.93	11	12	3.1925
21-50 Lots Asphalt	8.5	7.25	2.8375	6.5	2.66	8.5		9	3.45	7	6	2.3525
21-50 Lots Gravel	0	5	0.7	7	0.98	4		4	0.56	4	6	0.84
21-50 Lots Total	8.5	12.25	3.5375	13.5	3.64	12.5	3.865	13	4.01	11	12	3.1925
51- 150 Lots Asphalt	8.5	8.25	3.1975	6.5	2.66	8.5		9	3.45	7	6.5	2.5325
51-150 Lots Gravel	0	6	0.84	7	0.98	4		4	0.56	4	6	0.84
51-150 Lots Total	8.5	14.25	4.0375	13.5	3.64	12.5	3.865	13	4.01	11	12.5	3.3725
151- 200 Lots Asphalt	8.5	8.25	3.1975	6.5	2.66	8.5		10.5	3.99	?	8	3.0725
151-200 Lots Gravel	0	6	0.84	7	0.98	4		4	0.56	?	6	0.84
151-200 Lots Total	8.5	14.25	4.0375	13.5	3.64	12.5	3.865	14.5	4.55	?	14	3.9125
201- 250 Lots Asphalt	8.5	8.25	3.1975	7.5	3.06	?		10.5	3.99		8	3.0725
201-250 Lots Gravel	0	6	0.84	7	0.98	?		4	0.56		6	0.84
201-250 Lots Total	8.5	14.25	4.0375	14.5	4.04	?		14.5	4.55		14	3.9125
251- 350 Lots Asphalt	8.5	9	3.485	7.5	3.06	?		10.5	3.99		8	3.0725
251-350 Lots Gravel	0	6	0.84	7	0.98	?		4	0.56		6	0.84
251-350 Lots Total	8.5	15	4.325	14.5	4.04	?		14.5	4.55		14	3.9125
351- 400 Lots Asphalt	8.5	9	3.485	7.5	3.06			PVMT Design			PVMT Design	
351-400 Lots Gravel	0	6	0.84	7	0.98							
351-400 Lots Total	8.5	15	4.325	14.5	4.04							
401- 500 Lots Asphalt		PVMT Design		7.5	3.06							
401-500 Lots Gravel				7	0.98							
401-500 Lots Total				14.5	4.04							
500 - 1000 Lots Asphalt				9.25	3.76							
500-1000 Lots Gravel				7	0.98							
500-1000 Lots Total				16.25	4.74							
> 1000 Lots				PVMT Design								

		ADDRESS		Brisben Corp. (Res# 06-1407) (Res#15-2184)													
LOT NO.	House #	Street		DATE	TOTAL	War#	War Amt	War Date	W/S Acct Number		←Requested check for highlighted amount 110415			GRAND TOTAL:		\$242,091.19	
											This Non Participant charge ends Oct 12, 2023						

Resolution

Number 15-2184

Adopted Date December 22, 2015

APPROVE SETTLEMENT AGREEMENT AND AMEND RESOLUTION NUMBER 06-1407 HEREBY EXTENDING THE REIMBURSEMENT PERIOD AND REVISING THE METHODOLOGY FOR DETERMINING REIMBURSEMENT TO W.O. BRISBEN FOR PRIVATE CONSTRUCTION OF SALT RUN PUMP STATION AND FORCEMAIN TO SERVE THE VILLAGE ON THE GREEN SUBDIVISION IN HAMILTON TOWNSHIP, WARREN COUNTY SEWER DISTRICT

WHEREAS, W.O. Brisben constructed the Salt Run pump station and forcemain (the "Improvements") to serve the Village on the Green Subdivision ("Participants") in Hamilton Township, Warren County Sewer District and upon completion of the Improvements agreed that the Improvements would be conveyed to Warren County for maintenance and operation; and

WHEREAS, at the request of this Board, W.O. Brisben oversized the Improvements in order to serve certain properties not owned by W.O. Brisben ("Non-Participating Properties") at his cost; and

WHEREAS, on April 15, 1999 this Board adopted Resolution 99-544, thereby authorizing reimbursement to Brisben Development, Inc. in the amount of \$13,718.10 for W.O. Brisben over sizing 4,157 feet of the Salt Run Trunk Sewer; and

WHEREAS, on January 11, 2000 this Board adopted Resolution 00-51, thereby establishing reimbursement provisions for W.O. Brisben Corporation, Inc., as Petitioner, to be reimbursed as the Non-Participating Properties connect to the Improvements during a ten (10) year period (the "Initial Reimbursement Period") from a reimbursement fee of \$200 per acre ("Reimbursement Charge"); and

WHEREAS, on October 30, 2001 this Board adopted Resolution 01-1832, thereby amending Resolution 00-51 by changing the Reimbursement Charge from \$200 per acre to \$363.28 per acre to be paid to W.O. Brisben Corporation, Inc., as Petitioner, and extending the Initial Reimbursement Period to ten (10) years (the "First Extended Reimbursement Period") from the date of adoption of Resolution 01-1832 (ie., through October 29, 2011); and

WHEREAS, on December 16, 2004 this Board adopted Resolution 04-1881 and on August 9, 2005 this Board adopted Resolution 05-1159, whereby the boundaries of the Lower Little Miami Sewer Improvement Area were modified and which resulted in the boundaries of the area that could be served by the Improvements being amended and eliminating 104 acres from the list of Non-Participating Properties that could have otherwise paid the Reimbursement Charge; and

WHEREAS, on August 17, 2006 this Board adopted Resolution 06-1406, thereby authorizing reimbursement to W.O. Brisben Corporation, Inc., as Petitioner, in the amount of \$18,890.00 ("County Contribution") which represented one-half of the fees collected for the Reimbursement Charge that would have been applicable to the 104 acres removed from the list of Non-Participating Properties; and

WHEREAS, on August 17, 2006 this Board adopted Resolution 06-1407, thereby amending Resolution 01-1832 (a resolution that amended the original reimbursement Resolution 00-51) amending the Reimbursement Charge to \$386.16 per acre, reducing the list of Non-Participating Properties from 925.3185 to 821.5688 acres and extending the First Extended Reimbursement Period an addition seven (7) years (the "Second Extended Reimbursement Period") from the adoption date of Resolution 06-1407 (ie., through August 16, 2013) to be paid to W.O. Brisben Corporation, Inc. but W.O. Brisben, individually, executed the petition as Petitioner; and

WHEREAS, on August 13, 2013, prior to the expiration of the Second Extended Reimbursement Period, W.O. Brisben Corporation, Inc. requested this Board extend the reimbursement period an additional seven (7) years due to the housing crisis, and also requested a payment audit be performed; and

WHEREAS, on August 13, 2013, this Board adopted Resolution 13-1198, thereby extending the Second Extended Reimbursement Period an additional sixty (60) days (the "Third Extended Reimbursement Period") (ie. through October 12, 2013), in order for a payment audit to be completed and further for legal counsel to jointly draft language to resolve the reimbursement underpayments being asserted by W.O. Brisben Corporation, Inc.; and

WHEREAS, a payment audit was performed by this Board and provided to W.O. Brisben and W.O. Brisben Corporation, Inc. that documents Reimbursement Payments, a copy of which is attached hereto; and

WHEREAS, it is the desire of this Board to amend Resolution No. 06-1407, as amended by Resolution No. 13-1198, by extending the Third Extended Reimbursement Period one final time for a period of ten (10) years from October 13, 2013 until October 12, 2023 and changing the methodology for calculating the Reimbursement Charge in consideration of W.O. Brisben, individually and W.O. Brisben Companies, Inc. executing a Settlement and Release that resolves all past and present claims for payment/non-payments/under-payments relating to the agreement and/or legislation establishing the Non-Participant Charge and reimbursement to W.O. Brisben and/or W.O. Brisben Companies, Inc. from the Non-Participant Charges collected from the inception of this matter to present date as authorized by Section 307.73 of the Revised Code, as well as W.O. Brisben executing a Quit-claim deed to complete the transfer of all rights and interest of William O. Brisben, individually, to Warren County in the Salt Run Pump Station and appurtenances thereto located on the parcel where the Salt Run Pump Station and appurtenances are situated.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners with at least a majority of the Commissioners voting on this matter concurring:

SECTION 1. That the Petitioner's total costs incurred in connection with the construction of the Improvements was established in Resolution 01-1832 to be as follows:

Forcemain -	\$101,724.00
Pump Station -	<u>\$234,423.75</u>
TOTAL -	\$336,147.75
Less: County Contribution	\$ 18,890.00
Total Non-Participant Charge	\$317,257.75

SECTION 2. That Petitioner has been reimbursed to date the sum of \$ 37,812.52 from the Non-Participant Charge collected from Non-Participating Properties that have connected to the Improvements.

SECTION 3. That based on the attached audit, there is due to W.O. Brisben an outstanding sum of \$16,604.91 from the Non-Participating Charge collected from Non-Participating Properties that have connected to the Improvements which has not been disbursed to date, and this Board does hereby authorized such sum to be disbursed by the Warren County Water and Sewer Department to W.O. Brisben, individually, without further delay.

SECTION 4. That upon disbursement by the Warren County Water and Sewer Department and receipt of the aforementioned sum of \$16,604.91 by W.O. Brisben, all collections to date from the Non-Participant Charge will have been disbursed in full in the amount of \$54,417.43, and the Remaining Non-Participant Charge may be reimbursed to W.O. Brisben to the extent the Non-Participant Charge is collected during an extended reimbursement period.

SECTION 5. That the Third Extended Reimbursement Period shall be extended, one last time, for an additional ten (10) years (the "Final Extended Reimbursement Period") which shall begin October 13, 2013 and expire on October 12, 2023, with there being no guarantee that W.O. Brisben will be made whole for his costs of the Improvements.

SECTION 6. That upon connection to the Improvements, or an expansion of the Improvements, the Owners and their heirs, successors and assigns of the following Non-Participating Properties listed in Figure 1 below, shall pay the one-time Non-Participant Charge during the Final Extended Reimbursement Period, and the Non-Participating Properties shall be subject to this Resolution and provisions of Chapter 929 of the Ohio Revised Code:

Description	Development Name	Acres	Preliminary Plan Lot Count	Notes
Stotler I	Dixon Eagle's Pointe, LLC	69.25	161	Eagles Pointe Subdivision
Stotler II	Dixon Eagle's Pointe, LLC	171	371	Undeveloped Property
Providence	Robert Lewis Property	209.08	364	Providence I and 2
Hildebrand Estates No. 1	Wellington Glen	32.56	82	Wellington Glen
Hildebrand Estates No. 2 & 6	Wellington Estates	38.9	78	Wellington Estates
Cedar Valley Development	Bishop's Bend	17.376	28	Bishop's Bend
17-28-100-005		2.092	1	
17-28-400-001		1.55	1	
17-28-300-005		21.58	1	
17-28-201-001		2.011	1	
17-28-201-002	Lot 5 Reese Subdivision	0.966	1	
17-28-201-003	Lot 4 Reese Subdivision	0.964	1	
17-28-201-004	Lot 1 Reese Subdivision	0.661	1	
17-28-201-005	Lot 2 Reese Subdivision	0.61	1	
17-28-201-006	Lot 3 Reese Subdivision	0.61	1	
17-28-300-004		10	1	
17-28-300-003		20.73	1	
17-34-476-007		13.65	1	
17-28-300-002		5	1	
17-24-476-006		4.999	1	
17-34-476-009		4.999	1	
17-34-476-008		7.054	1	
17-34-476-004		7.4903	1	
17-34-476-001		2.47	1	
17-34-476-002		0.31	1	
17-34-476-003		0.22	1	
17-34-426-001		9.936	1	
17-34-452-005	Lot 2	4.367	1	
17-34-452-004	Lot 1	1.877	1	
17-34-452-003		1.528	1	
17-34-451-005		1.506	1	
TOTAL NON-PARTICIPANT		665.9	1109	
TOTAL PARTICIPANT		158.6	303	
TOTAL		823.9	1412	

[Figure 1]

SECTION 7. That the Owners and their heirs, successors and assigns of the following Participating Properties shall not be subject to the Non-Participant Charge:

Village on the Green Subdivision (158.572 Acres) – all lots

SECTION 8. That during the Final Extended Reimbursement Period the methodology for calculating the Non-Participant Charge shall be as follows:

The County shall collect the Non-Participant Charge on a per lot basis. The Total Non-Participant Charge divided by the Participant and Non-Participant acreage of 821.5688 as established in Resolution 06-1407

shall equal the Non-Participant Charge per lot . Thus, the Non-Participant Charge per lot shall be \$386.16. This fee shall be collected instead of the actual cost per Lot fee of \$224.68 as calculated by the Total Non-Participant Charge divided by 1,412 total preliminary platted lots.

SECTION 9. That during the Final Extended Reimbursement Period the timing for collection of the Non-Participant Charge shall be as follows:

The County shall collect the Non-Participant Charge at the same time Water Tap Fees and Sewer Connection Fees are collected for the purpose of obtaining a building permit, for each Non-Participating Property.

SECTION 10. That the Non-Participant Charge shall be in addition to any other charges or fees required by the County for connections to the County sewer system, including, but not limited to, the Connection Charge.

SECTION 11. That the Warren County Water and Sewer Department shall remit payment of the total amounts collected for the Non-Participant Charge monthly to W.O. Brisben, commencing the month following adoption of this Resolution.

SECTION 12. That the attached settlement agreement is approved and the President or the Vice-President of this Board is authorized to execute such agreement.

SECTION 13. Upon receipt of a fully executed original of the attached Quit-claim deed, the Clerk of this Board shall provide W.O. Brisben with a written acknowledgment that this Board accepts delivery of such Quit-claim deed.

SECTION 14. That the Board is acting in its administrative capacity in adopting this Resolution.

SECTION 15. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

SECTION 16. That the Board hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 17. That a copy of this Resolution be certified to the County Sanitary Engineer and the County Auditor.

RESOLUTION #15-2184
DECEMBER 22, 2015
PAGE 6

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

Mr. Young – yea
Mrs. South – yea
Mr. Grossmann – yea

Resolution adopted this 22nd day of December 2015.

BOARD OF COUNTY COMMISSIONERS



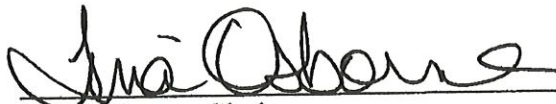
Tina Osborne, Clerk

BAM

cc: c/a – Brisben, W.O.
Water/Sewer (file)
Auditor
Project File
Petitioner

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the foregoing Resolution adopted by the Board of County Commissioners of Warren County, Ohio, on the 22nd day of December, 2015 together with a true extract from the minutes of the meeting at which said Resolution was adopted to the extent pertinent to consideration and adoption thereof, and that a copy of which was certified to the County Sanitary Engineer, to the Petitioner, and to the County Auditor.




Tina Osborne, Clerk
Board of County Commissioners

[continued on next page]

PETITIONER'S STATEMENT

The undersigned hereby acknowledges approval and acceptance of the terms and conditions of the right to reimbursement.

SIGNATURE: 
PRINTED NAME: W.O. Brisben
DATE: 11/20/15

RECEIPT

I hereby acknowledge receipt on this 20th day of December, 2015 of a certified copy of the foregoing resolution.


County Auditor

RECEIPT

I hereby acknowledge receipt on this 28th day of DECEMBER, 2015 of a certified copy of the foregoing resolution.


County Sanitary Engineer

Brisben Audit

ADDRESSnurse W.O. Brisben Corp. (Res# 06-1407)								
LOT NO.	House #	Street		Subdivision	Date	Total	War#	War Amt
1	7937	Acorn Trail Dr			5/5/2006	\$386.16		
2	7953	Acorn Trail Dr			5/5/2006	\$386.16		
3	7969	Acorn Trail Dr			5/5/2006	\$386.16		
4	7991	Acorn Trail Dr			8/2/2006	\$386.16		
12	8145	Acorn Trail Dr			8/27/2007	\$386.16		
15	8144	Acorn Trail Dr			5/24/2006	\$386.16		
16	8128	Acorn Trail Dr			7/5/2007	\$386.16		
22	8032	Acorn Trail Dr			7/7/2008	\$386.16		
23	8016	Acorn Trail Dr			5/18/2006	\$386.16		
25	7984	Acorn Trail Dr			1/18/2011	\$386.16		
26	7968	Acorn Trail Dr			11/21/2007	\$386.16		
27	7952	Acorn Trail Dr			5/12/2006	\$386.16		
28	7936	Acorn Trail Dr			6/13/2006	\$386.16		
14	1583	Talon Ct		Eagles Point	12/5/2006	\$386.16	1022986	\$5,406.24

SETTLEMENT AGREEMENT & RELEASE

That W.O. Brisben, W.O. Brisben Companies, Inc. (aka W.O. Brisben Corporation, Inc.) and the Board of County Commissioners of Warren County, Ohio, an Ohio political subdivision created and acting under its grant of powers in Title 3 of the Ohio Revised Code, et seq. ("BOCC"), for mutual consideration, the receipt and sufficiency of which are hereby stipulated, execute this Settlement Agreement and Release ("Settlement and Release"), the facts, terms and obligations of which are recited hereinafter.

RECITALS

WHEREAS, C&S Land Group, an Ohio General Partnership, conveyed to W.O. Brisben, individually, a certain tract of land containing 158.572 acres, plus a right of way and easement to construct, install, operate and maintain a sanitary sewer lift station and all necessary fixtures, equipment, sewer lines and connections within the 1.506 acre parcel, by virtue of a deed dated May 11, 1995, and recorded on May 12, 1995, in O.R. Vol. 1100, Page 907, at 10:29 AM, in the office of the Warren County, Ohio Recorder; and,

WHEREAS, the said 158.572 acre tract was developed as Village on the Green Subdivision by Village on the Green, Ltd., an Ohio limited liability company, in which W.O. Brisben was at all times relevant herein the managing member; and,

WHEREAS, W.O. Brisben constructed a pump station and forcemain ("Improvements") on the said 1.506 acre parcel in order to serve the Village on the Green Subdivision ("Participating Properties"), and further agreed to convey all of his rights and interest in the 1.506 acre and the Improvements he constructed thereon to BOCC; and,

WHEREAS, at the request of BOCC, W.O. Brisben oversized the Improvements on the said 1.506 acre parcel in order to serve other lands not owned by W.O. Brisben ("Non-Participating Properties") at his cost; and,

WHEREAS, on Jan. 11, 2000, BOCC adopted Resolution # 00-51 to reimburse W.O. Brisben Corporation, Inc. a reimbursement fee of \$200.00 per acre ("Reimbursement Charge") for any specific tracts and/or parcels consisting of 925.3185 acres on a list of Non-Participating Properties connecting to the Improvements during the period of Jan. 11, 2000 to Jan. 10, 2010 ("Initial Reimbursement Period"), but W.O. Brisben would be reimbursed only the amount collected during the Initial Reimbursement Period as there was no guarantee that he would be

made whole for the costs of the Improvements unless collected during the Initial Reimbursement Period; and,

WHEREAS, Resolution # 00-51 erroneously identified W.O. Brisben Corporation, Inc., as the party entitled to receive the Reimbursement Charge, instead of W.O. Brisben, individually, or W.O. Brisben Companies, Inc., an Ohio corporation for profit operated by W.O. Brisben; and,

WHEREAS, on Oct. 30, 2001, BOCC adopted Resolution # 01-1832 that modified the amount of the Reimbursement Charge from \$200 per acre to \$363.28 per acre, and amended the period of reimbursement from Oct. 30, 2001 to Oct. 29, 2011 ("First Extended Reimbursement Period"); and,

WHEREAS, the waste water collected for the said Participating and Non-Participating Properties would be treated at BOCC's Lower Little Miami Wastewater Treatment Plant, but BOCC amended the boundaries of the Lower Little Miami Waste Water Treatment Plant on Dec. 16, 2004 per Resolution # 04-1881 and again on Aug. 9, 2005 per Resolution # 05-1159, which removed 104 acres from the list of Non-Participating Properties what could have otherwise connected to the Improvements and paid the Reimbursement Charge during the First Amended Reimbursement Period; and,

WHEREAS, on Aug. 17, 2006, BOCC adopted Resolution # 06-1406 that authorized and did reimburse, W.O. Brisben Corporation, Inc. the sum of \$18,890.00 ("County Contribution") which represented one-half of the potential reimbursement charge that would have been applicable to the 104 acres removed from the list of Non-Participating Properties; and,

WHEREAS, on Aug. 17, 2006, BOCC adopted Resolution # 06-1407 that amended the per acre Reimbursement Charge and modified the original list of Non-Participating Properties by identifying specific tracts and/or parcels consisting of 821.5688 acres as the remaining Non-Participating Properties, and further amended the period of reimbursement from Aug. 17, 2006 to Aug. 16, 2013 ("Second Extended Reimbursement Period") and correctly named W.O. Brisben, individually, as the party to be reimbursed; and,

WHEREAS, on Aug. 13, 2013, prior to the expiration of the Aug. 16, 2013 deadline under the Second Extended Reimbursement Period, BOCC received a written request dated Aug. 8, 2013 from legal counsel, on behalf of W.O. Brisben Corporation, Inc. (sic), seeking: i) an extension of the Second Extended Reimbursement Period; plus, ii) an audit of the disbursements from Jan. 11, 2000 through Aug. 8, 2013 to assure all reimbursement charges collected had been disbursed per the aforementioned Resolutions; and,

WHEREAS, on August 13, 2013, BOCC adopted Resolution 13-1198 thereby extending the Second Extended Reimbursement Period an additional sixty (60) days (the "Third Extended Reimbursement Period") through October 12, 2013 in order to perform the requested audit; and, an audit was performed by BOCC and has been provided to W.O. Brisben, individually and W.O. Brisben Companies, Inc. that determined there is an outstanding balance of \$16,604.91 owed to W.O. Brisben, individually, based on the Reimbursement Charges collected from Non-Participating Properties that have connected to the Improvements to date;; and,

WHEREAS, both parties now desire to compromise and fully, completely and settle any claims or matters with finality relating to the foregoing.

NOW, THEREFORE, the parties, in consideration of the mutual acceptances, covenants and releases, as set forth herein, hereby agree as follows:

A. W.O. Brisben, on his own behalf and on behalf of any other corporation, company, partnership, agent, person, insurer or entity claiming by, through, or under him, does hereby agree, covenant and warrant:

- (i) That he shall simultaneously execute the attached Quit-claim deed conveying any and all rights and interest that he may have ever held in the 1.506 acre parcel and Improvements that he constructed thereon, and deliver it to BOCC; and,
- (ii) That he is mentally competent and has the requisite capacity to execute this Settlement and Release on his own behalf, and shall execute and deliver fully and properly executed duplicates to BOCC; and,
- (iii) That the above recital contained in the above whereas clauses are factually accurate and he does hereby stipulate to the same for purposes of: i) establishing the terms of this Settlement and Release have been jointly drafted by legal counsel for each party hereto; ii) establishing the terms of this Settlement and Release are NOT ambiguous and parol evidence shall NOT be admissible for interpretation of the same; iii) to induce BOCC to execute this Settlement and Release; and, iv) to hereby waive any claim he has NOT received full and complete reimbursement for Reimbursement Charges due him based on any Non-Participating Properties connecting to the Improvements from January 11, 2000 through the date of this Settlement and Release.
- (iv) to forever release, discharge and hold harmless the BOCC (including Warren

County) and their officials, employees, contractors, subcontractors, agents and insurers, individually and in their official capacity, from any and all obligations, liability, actions, claims, demands, debts, damages and causes of action or suits of whatever kind, whether known, unknown or unanticipated, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,

(v) that he will not institute, prosecute, or in any way aid as a principal in the institution or prosecution of any claim or action at law or in equity against the BOCC (including Warren County) or their officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity, for monies owed or expected, compensatory and/or punitive damages, costs or fees, personal or business losses, or loss of revenue of any kind whatsoever, past or present, that he or any third party heretofore had or now has whether known or unknown, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,

(vi) that he has not assigned or caused to be assigned or transferred, contractually or otherwise, in any way to any other person, insurer or entity any of the claims that he might have had or now has against BOCC (including Warren County) or its officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity.

B) W.O. Brisben Companies, Inc. (aka W.O. Brisben Corporation, Inc.), on its own behalf or any agent, person, insurer or entity claiming by, through, or under it, does hereby agree, covenant and warrant:

i) That it has authorized by corporate resolution the undersigned representative to execute this Settlement and Release on its behalf, and its shall deliver fully and properly executed duplicates to BOCC; and,

(ii) That the above recital contained in the above whereas clauses are factually accurate and it does hereby stipulate to the same for purposes of: i) establishing the terms of this Settlement and Release have been jointly drafted by legal counsel for each party hereto; ii) establishing the terms of this Settlement and Release are NOT ambiguous and parol evidence shall NOT be admissible for interpretation of

the same; iii) to induce BOCC to execute this Settlement and Release; iv) to hereby waive any claim it has NOT received full and complete reimbursement for Reimbursement Charges due it based on any Non-Participating Properties connecting to the Improvements from January 11, 2000 through the date of this Settlement and Release; and, v) to release BOCC (including Warren County) and their officials, employees, contractors, subcontractors, agents and insurers, individually and in their official capacity, for disbursing the consideration recited herein only to W.O. Brisben, individually; and,

- (iii) to forever release, discharge and hold harmless the BOCC (including Warren County) and their officials, employees, contractors, subcontractors, agents and insurers, individually and in their official capacity, from any and all obligations, liability, actions, claims, demands, debts, damages and causes of action or suits of whatever kind, whether known, unknown or unanticipated, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,
 - (iv) that it will not institute, prosecute, or in any way aid as a principal in the institution or prosecution of any claim or action at law or in equity against the BOCC (including Warren County) or their officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity, for monies owed or expected, compensatory and/or punitive damages, costs or fees, personal or business losses, or loss of revenue of any kind whatsoever, past or present, that it or any third party heretofore had or now has whether known or unknown, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,
 - (v) that it has not assigned or caused to be assigned or transferred, contractually or otherwise, in any way to any other person, insurer or entity any of the claims that it might have had or now has against BOCC (including Warren County) or its officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity.
- C. BOCC, on its behalf and on behalf of any other person, insurer or entity claiming by, through, or under it, and does hereby agree, covenant and warrant:

- (i) to immediately disburse and deliver the sum of \$16,604.91 for non-participant charges collected to date and not disbursed, payable to W.O. Brisben, individually, upon execution of this Settlement Agreement and Quit-claim deed by all Parties thereto; and,
- (ii) that it has authorized by Board Resolution the undersigned representative to execute this Settlement and Release on its behalf, and it shall deliver fully and properly executed duplicates to W.O. Brisben and W.O. Brisben Companies, Inc.; and,
- (iii) That the above recital contained in the above whereas clauses are factually accurate and it does hereby stipulate to the same for purposes of: i) establishing the terms of this Settlement and Release have been jointly drafted by legal counsel for each party hereto; ii) establishing the terms of this Settlement and Release are NOT ambiguous and parol evidence shall NOT be admissible for interpretation of the same; iii) to induce W.O. Brisben and W.O. Brisben Companies, Inc. to execute this Settlement and Release; and,
- (iv) to forever release, discharge and hold harmless the W.O. Brisben and W.O. Brisben Companies, Inc., and their officials, employees, contractors, subcontractors, agents and insurers, individually and in their official capacity, from any and all obligations, liability, actions, claims, demands, debts, damages and causes of action or suits of whatever kind, whether known, unknown or unanticipated, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,
- (v) that it will not institute, prosecute, or in any way aid as a principal in the institution or prosecution of any claim or action at law or in equity against the W.O. Brisben and W.O. Brisben Companies, Inc., or their officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity, for monies owed or expected, compensatory and/or punitive damages, costs or fees, personal or business losses, or loss of revenue of any kind whatsoever, past or present, that it or any third party heretofore had or now has whether known or unknown, arising out of, relating to, or in any way connected with any and all matters arising out of any aforementioned matters from January 11, 2000 to the date of execution of this Settlement and Release; and,

- (vi) that it has not assigned or caused to be assigned or transferred, contractually or otherwise, in any way to any other person, insurer or entity any of the claims that it might have had or now has against W.O. Brisben or W.O. Brisben Companies, Inc. or his or its officials, employees, contractors, subcontractors, agents and insurers, individually or in their official capacity.
- D. Each party acknowledges that it shall be solely responsible for its own attorney fees and any respective tax consequences, if any, relating to this Settlement and Release.
- E. This Settlement and Release shall be binding upon and inure to the benefit of all parties hereto, and their respective successors, agents, directors, employees or staff, members, officers, partners, shareholders, heirs, executors, fiduciaries and assigns.
- F. No promise, prior oral or written communication, demand, claim, inducement, document or agreement that is not expressly represented herein or that is not restated or expressly incorporated herein shall have any force or effect and this Settlement and Release contains the entire agreement between the parties hereto, and the terms of this Settlement and Release are contractual and not a mere recital.
- G. This Settlement and Release shall be governed by the laws of the State of Ohio, and further the parties stipulate that this Settlement and Release is being executed in Warren County, Ohio and the Warren County [Ohio] Court of Common Pleas shall have exclusive venue over any litigation involving any breach, disputes, enforcement, and interpretations of this agreement. The parties do further expressly waive any right, should such right exist, to remove or initiate litigation involving any breach, disputes, enforcement, and interpretations of this agreement in any other state or federal Court.
- H. This Settlement and Release may be used by any party against the other, or its successor and assigns, or any other person, in court or elsewhere, to show that no person is entitled to assert any claim for any consideration other than as provided for herein should any person ever attempt to make such a claim.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AND RELEASE, AND HAVING BEEN REPRESENTED BY LEGAL COUNSEL, ARE FULLY AWARE OF ITS

CONTENT AND MEANING, AND VOLUNTARILY ACCEPT ITS TERMS FOR THE PURPOSE OF MAKING A FULL AND FINAL SETTLEMENT AND RELEASE.

IN EXECUTION WHEREOF, W.O. Brisben, individually has set his name to this Settlement and Release on the date stated below.

SIGNATURE: 

PRINTED NAME: W. O. Brisben

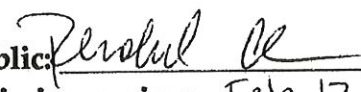
TITLE: FOR SELF

DATE: 11/20/15

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, on this 20 day of NOV, 2015, before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be **W.O. Brisben, individually**, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public: 
My Commission expires: Feb 17 2020

[seal]



RACHEL CLARK
Notary Public, State of Ohio
My Comm. Expires Feb. 17, 2020

IN EXECUTION WHEREOF, W.O. Brisben Companies, Inc., an Ohio corporation, has caused its name to be affixed to this Settlement and Release by William O. Brisben, on the date stated below, pursuant to a corporate resolution enabling him to so act on behalf of the said corporation.

W.O. BRISBEN COMPANIES, INC.,
an Ohio corporation

SIGNATURE: [Signature]

PRINTED NAME: W.O. Brisben

TITLE: Pres

DATE: 11/20/15

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, on this 20 day of Nov, 2015, before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be known, whose capacity is President and acknowledged the signing thereof to be his or her voluntary act and deed, and pursuant to the authority granted to him or her by corporation resolution.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public: [Signature]
My Commission expires: Feb 17 2020

[seal]



RACHEL CLARK
Notary Public, State of Ohio
My Comm. Expires Feb. 17, 2020

IN EXECUTION WHEREOF, the Board of County Commissioners of Warren County, Ohio, has caused this Settlement and Release to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution Number 15-2184, dated 12/22/15.

BOARD OF COUNTY COMMISSIONERS
OF WARREN COUNTY, OHIO

SIGNATURE: [Signature]
PRINTED NAME: David B Young
TITLE: President
DATE: 12/22/15

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, on this 22nd day of December 2015, before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be David B Young, whose official capacity is President of the Board of County Commissioners of Warren County, Ohio, and acknowledged the signing thereof to be his or her voluntary act and deed and pursuant to the authority granted to him or her in Resolution Number 15-2184 dated 12/22/15

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/17

Notary Public: [Signature]
My Commission expires: 12/26/17

[Signature]
Bruce A. McGary
Assistant Prosecutor



8 1 9 7 5 9 2
 Tx:4156045
 LINDA ODA
 WARREN COUNTY RECORDER
 2015-037478
 DEED
 12/22/2015 10:23:04 AM
 REC FEE: 28.00 PGS: 2
 PIN:

TRANSFER NOT NECESSARY
 MATT NOLAN, AUDITOR
 WARREN COUNTY, OHIO

DEC 22 2015

MATT NOLAN
 AUDITOR, WARREN CO. OHIO

12/22
 2015

Quit-claim Deed
 (R.C. § 5302.11)

Know All Men by These Presents,

That W.O. Brisben, married, of Hamilton County, Ohio, for valuable consideration paid, the receipt and sufficiency of which are hereby stipulated, grants, to the Warren County Board of County Commissioners, its successors and assigns forever, whose tax mailing address is 406 Justice Drive, Lebanon, Ohio 45036, any rights and interest Grantor has in the Real Estate particularly described as follows:

Parcel No. 17-34-451-005 ¹²⁻¹¹⁻¹⁵ ¹²⁻¹¹⁻¹⁵ ¹²⁻¹¹⁻¹⁵
 Auditor's Acct. No. 2630519

Situate in Hamilton Township, Warren County, Ohio, being part of Military Survey No. 3334 and being more particularly described as follows:

Beginning at the centerline intersection of Whalen Lane and Fosters-Maineville Road (County Road #23); thence along the centerline of Fosters-Maineville Road; South 86° 50' 31" East, 443.08 feet to a point; thence South 86° 57' 57" East, 32.53 feet to a point; thence leaving said centerline, North 55° 05' 44" East, 1,053.48 feet to a point; thence South 04° 09' 13" West, 240.00 feet to the real point of beginning for this description; thence North 46° 10' 51" East, 226.98 feet to a point; thence along an arc deflecting to the left, having a radius of 45.00 feet, a distance of 20.72 feet, the chord of said arc bears South 57° 00' 47" East, 20.54 feet to a point; thence South 46° 10' 51" West, 77.47 feet to a point; thence South 03° 58' 52" East, 393.99 feet to a point; thence South 68° 15' 35" West, 204.09 feet to a point; thence South 50° 05' 29" West, 44.04 feet to a point in the centerline of Fosters-Maineville Road; thence along said centerline, North 86° 57' 57" West, 62.00 feet to a point; thence leaving said centerline, North 50° 05' 29" East, 143.88 feet to a point; thence North 04° 09' 13" East, 309.78 feet to the real point of beginning, containing 1.506 acres.

The purpose of this instrument is to convey the right of way and easement to construct, install, operate and maintain a sanitary sewer lift station and all necessary fixtures, equipment, sewer lines and connections within the above described 1.506 acre parcel, which was granted to William O. Brisben, unmarried, within the content of a deed from C & S Land Group, an Ohio General Partnership, dated May 11, 1995, and recorded on May 12, 1995, in O.R. Vol. 1100, Page 907, at 10:29 AM, in the office of the Warren County, Ohio Recorder.

IN EXECUTION WHEREOF, W.O. Brisben, the Grantor herein, and his wife, Lori M. Brisben who releases to Grantee all rights of dower therein, have set their hands hereto on the date stated below.

GRANTOR:

SIGNATURE: _____

NAME: William O. Brisben

DATE: 11/20/15

SIGNATURE: _____

NAME: Lori M. Brisben

DATE: 11-26-15

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, that on the 20 day of NOV, 2015, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the individuals known or proven to me to be **W.O. Brisben and Lori M. Brisben**, husband and wife, whose names are subscribed hereto, and acknowledged the signing and execution of this instrument is their free and voluntary act and deed.

NOTARY PUBLIC: Rachel Clark

MY COMMISSION EXPIRES: Feb 17 2020

[seal]

This instrument was prepared by: **Bruce A. McGary**
Assistant Prosecutor
Warren County Prosecutor's Office
500 Justice Drive
Lebanon, OH 45036
Ph. 513.695.1325
Fx. 513.695.2962
Email: bruce.mcgary@co.warren.oh.us

