

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

Resolution

Number 21-0032

Adopted Date January 12, 2021

**APPROVE JOB ABOLISHMENT OF THE ASSOCIATE ARCHITECT POSITION WITHIN
WARREN COUNTY FACILITIES MANAGEMENT**

WHEREAS, the Associate Architect position is currently vacant, and the department has reorganized for efficiency of operations which has created a permanent lack of work for the Associate Architect position as shown in the attached hereto rationale; and

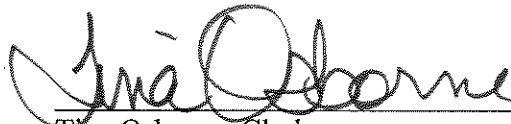
NOW THEREFORE BE IT RESOLVED, that the Warren County Board of Commissioners hereby approves the job abolishment of the Associate Architect position within Warren County Facilities Management, effective January 12, 2021.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
Classification/Compensation File
OMB – Sue Spencer

Resolution

Number 21-0033

Adopted Date January 12, 2021

APPROVE PROMOTION OF TRAVIS ALLEN TO THE POSITION OF MAINTENANCE FOREMAN WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer of the Water and Sewer Department recommends the promotion of Travis Allen, to the position of Maintenance Foreman; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Travis Allen to the position of Maintenance Foreman within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #20, \$27.83, effective pay period starting January 16, 2021; and

BE IT FURTHER RESOLVED, the Sanitary Engineer is requiring Mr. Allen to obtain his OHIO EPA Water Distribution Class 1 license within 18 months of his promotion and will receive a five (5) percent increase as outlined by the Water and Sewer work rules.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR:

cc: Water/Sewer (file)
T. Allen personnel file
OMB – Sue Spencer
T. Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0034

Adopted Date January 12, 2021

ACCEPT RESIGNATION OF RANDY MARCUM, WATER TREATMENT TECHNICIAN,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE
JANUARY 15, 2021


BE IT RESOLVED, to accept the resignation of Randy Marcum, Water Treatment Technician,
within the Warren County Water and Sewer Department, effective January 15, 2021.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
R. Marcum's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 21-0035

Adopted Date January 12, 2021

APPROVE LATERAL RECLASSIFICATION OF DARA GEIGER FROM FOSTER CARE ADOPTION CASEWORKER II TO LEAD CASEWORKER III WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Geiger performs the essential functions of a Lead Caseworker III and desires to reclassify her to said position; and

WHEREAS, this is a lateral reclassification as the Adoption Caseworker II and Lead Casework III both have the same pay grade #10; and

NOW THEREFORE BE IT RESOLVED, to laterally reclassify Dara Geiger to the position of Lead Caseworker III, , under the Warren County Job and Family Services, Children Services Compensation Schedule, effective January 12, 2021.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
D. Geiger's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0036

Adopted Date January 12, 2021

ACCEPT RESIGNATION OF GERTRUDE JONES, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JANUARY 5, 2021

BE IT RESOLVED, to accept the resignation, of Gertrude Jones, Communications Operator, within the Warren County Emergency Services Department, effective January 5, 2021.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-0037

Adopted Date January 12, 2021

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN 2021

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW THEREFORE BE IT RESOLVED that Shannon Jones is designated as the Official Voting Representative of Warren County; and


BE IT FURTHER RESOLVED that David G. Young, President of the Board, is designated as the Alternate Voting Representative of Warren County.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: CCAO (file) – rgarrett@ccao.org
Appointments file
Laura Lander

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

Resolution

Number 21-0038

Adopted Date January 12, 2021

TRANSFER VEHICLE NO LONGER BEING UTILIZED BY THE WARREN COUNTY WATER AND SEWER DEPARTMENT TO THE WARREN COUNTY PARK BOARD

WHEREAS, the Warren County Board of Commissioners is in possession of a truck that is no longer needed by the Warren County Water and Sewer Department; and

WHEREAS, the Warren County Park Board has expressed interest in obtaining said vehicle for use by their department; and

NOW THEREFORE BE IT RESOLVED, to transfer title of the following vehicle from the Warren County Commissioners to the Warren County Park Board as follows:

2008 Ford F-250, asset number 6941, VIN# 1FTSX21508ED63603

BE IT FURTHER RESOLVED, that at such time the Warren County Park Board no longer needs the truck, said truck shall be returned to Warren County for disposal.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Water/Sewer (file)
Park Board (file)
Title Transfer file
Auditor's Office – B. Quillen
Tina Osborne

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0039

Adopted Date January 12, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF THURSDAY,
JANUARY 14, 2021 AND TUESDAY, JANUARY 26, 2021

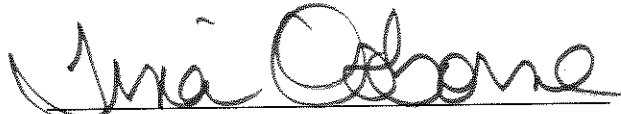
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of Thursday,
January 14, 2021 and Tuesday, January 26, 2021.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

Resolution

Number 21-0040

Adopted Date January 12, 2021

RESOLUTION IN SUPPORT OF THE CITY OF LEBANON'S OHIO PUBLIC WORKS COMMISSION CLEAN OHIO FUNDS GREENSPACE CONSERVATION PROGRAM GRANT

WHEREAS, the Warren County Board of County Commissioners (BOCC) approved resolution #19-0420 supporting the City of Lebanon's Ohio Public Works Commission (OWPC) Clean Ohio Greenspace Conservation Program Grant to acquire 54.924 acres of land in Turtlecreek Township to expand the Premier Health Atrium Medical Center Bike Park (Park); and

WHEREAS, the City of Lebanon was awarded the OWPC Grant and hence thereafter acquired 54.924 acres of land to expand the Park; and

WHEREAS, the City of Lebanon is applying for additional grant funds from the OWPC Clean Ohio Greenspace Conservation Program Grant to construct 4.5 miles of new natural surface trails on the acquired 54.924 acres; and

WHEREAS, the cost estimate of the 4.5 miles of new natural surface trails is \$225,000; and

WHEREAS, the OWPC grant would support 74% of the total estimated cost with the remaining costs budgeted in the City of Lebanon's 2021 Operating Budget; and

WHEREAS, the Turtlecreek Township first approved by resolution their support of land acquisition for Park expansion and now the application for trail construction; and

NOW THEREFORE BE IT RESOLVED, to support the City of Lebanon's Ohio Public Works Commission Clean Ohio Fund Greenspace Conservation Program Grant application for 4.5 miles of new natural surface trails on the expanded Premier Health Atrium Medical Center Bike Park.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' File
City of Lebanon (File)

Resolution

Number 21-0041

Adopted Date January 12, 2021

MODIFY SECTION 9.11 (3) OF THE RULES AND REGULATIONS OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to modify Section 9.11 (3) of the Rules and Regulations of the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED that section 9.11 (3) of the Rules and Regulation of the Water and Sewer Department is hereby amended to read as follows:

3. POLK RUN AREA

In accordance with the *Section 10* of the 2013 Agreement with Hamilton County (*Resolution 13-1232*), a System Capacity Fee (*aka Connection Fee*) shall be collected and paid *monthly* to Cincinnati MSD as follows:

40% of MSD Current Tap-in-Fee Rate

2021 MSD Tap-in-Fee Rate = \$4,310.00

*\$4,310.00 * 40% = \$1,724.00*

The System Capacity Fee for structures other than single-family residences shall be based on Ohio EPA's "Suggested Sewage Flow Guide", with an estimated sanitary sewage flow of 400 gpd for a single-family residence.

~~*The System Capacity Charges for situations not covered by Ohio EPA's "Suggested Sewage Flow Guide" shall be established by the Director of the Metropolitan Sewer District of Greater Cincinnati, with the mutual approval of the County Commission and the Hamilton County Board of Commissioners.*~~

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Resolution

Number 21-0042

Adopted Date January 12, 2021

APPROVE AMENDMENT TO THE WORK RULES RELATIVE TO THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #97-528 adopted April 17-1997, this Board approved Work Rules relative to the Warren County Water and Sewer Department; and

WHEREAS, it is the desire of the Warren County Water and Sewer Department to modify Section 5, Uniforms, of the Work Rules to now adopt Sub Section 5.2, Prescription Safety Glasses Reimbursement; and

WHEREAS, Section 5, Sub Section 5.2 Prescription Safety Glasses Reimbursement permits reimbursement to eligible Warren County Water & Sewer Department employees for the purchase of ANSI Z87.1 prescription safety glasses to not exceed a maximum of \$100.00 per employee per year; and

WHEREAS, this policy will become effective January 19, 2021 and is not retroactive; and

NOW THEREFORE BE IT RESOLVED, to amend the Warren County Water & Sewer Department Work Rules as follows:

Section 5. Uniforms

5.2 Prescription Safety Glasses Reimbursement

A) Purpose

The purpose of this Policy is to ensure the safety of our Water & Sewer employees who wear prescription glasses by providing a reimbursement policy to eligible employees for the purchase of prescription safety glasses.

Prescription Safety Glasses are defined as:

- Meeting the ANSI Z87.1 Standard
- Contain Corrective lenses for correction of vision impairment
- Equipped with side shields

B) Policy

This reimbursement policy applies only to those Warren County Water & Sewer Department employees whose job duties require the use of prescription safety glasses. Employees will receive up to a maximum \$100.00 annual reimbursement towards the purchase of prescription safety glasses. In order to obtain reimbursement, an employee will be required to submit to their immediate supervisor a completed Prescription Safety Glasses Reimbursement Form along with a copy of an eye lenses prescription issued within the last year*. The eligible employee must have

their eye examination performed by a licensed optometrist or ophthalmologist at no expense to the County.

C) Procedure

- 1) The employee should purchase an approved pair of prescription safety glasses as defined in Section A) above.
- 2) The employee must submit the completed Prescription Safety Glasses Reimbursement Form, a current eye lenses prescription and a detailed receipt of purchase to their immediate Supervisor for approval.
- 3) The Supervisor or Business Manager will determine 1) the employee has not received a reimbursement prior to one year from the date of the receipt, 2) the glasses meet the definition as defined in Section A) above, 3) All required paperwork is complete
- 4) If approved, the Supervisor and Business Manager will sign the Prescription Safety Glasses Reimbursement Form and submit to the Auditor's Office for reimbursement. The Assistant Business Manager will retain a copy of the form and receipt on file.


**A signed and dated letter from the Dispensing Optician certifying they have dispensed prescription eye wear to the eligible employee and that such eye wear complies with ANSI standard Z87.1 for safety eye glasses will be accepted in place of the required copy of eye lenses prescription.*

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor ✓
Water/Sewer (file)
OMB – S. Spencer

Prescription Safety Glasses Reimbursement Form

Employee Name (Please Print): _____

Date: _____

I hereby certify that I have purchased prescription safety glasses that meet the requirements of the Warren County Water & Sewer Department's Prescription Safety Glasses Reimbursement Policy and am requesting reimbursement. I also certify that I have not requested reimbursement for prescription safety glasses in the previous year.

I have attached a receipt showing the prescription safety glasses purchased and the total purchase price.

Date of Purchase: _____

Amount of Purchase: \$ _____

Employee Signature: _____

Supervisor Approval: _____

Business Manager Signature: _____

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0043

Adopted Date January 12, 2021

APPROVE AND ENTER INTO AN EASEMENT & AGREEMENT FOR WATERLINE & APPURTENANCES WITH HT CROSSING, LLC

WHEREAS, this Board has deemed it necessary to obtain permanent easements for the operation and maintenance of waterline within Pond View Estates; and

NOW THEREFORE BE IT RESOLVED, to enter into an Easement and Agreement for waterline and appurtenances with HT Crossing, LLC. Parcel Number 09282000250, as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A— HT Crossing, LLC
Water/Sewer (file)
Easement file
Recorder (certified)

Grantor: HT Crossing, LLC
Property Address: Pekin Road, Lebanon, OH 45036
Parcel Number: 09282000250
Auditor's Account Number: 0145112

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **HT Crossing, LLC, an Ohio Limited Liability Company**, whose tax mailing address is 7620 Paragon Road – Centerville, Ohio 45459 (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 create a public utility easement for extending Warren County water main, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

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

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

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

The permanent easement being granted herein is part of a parcel located in the Clearcreek Township, Warren County, Ohio, consisting of 3.6171 acres, and being the same premises described in a deed recorded in Document No. 2019-035160 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

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

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

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

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be

the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

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

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

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

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

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

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of

the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, Chad M. Ellis, the duly authorized Member, has set his/her hands to this instrument on the date stated below, in accordance with an operating agreement, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's operating agreement, constitution or by-laws.

GRANTOR:

HT Crossing, LLC, an Ohio Limited Liability Company

SIGNATURE: *Chad M. Ellis*

PRINTED NAME: Chad M. Ellis

TITLE: Member

DATE: 12-2-20

STATE OF Ohio, COUNTY OF Montgomery, ss:

BE IT REMEMBERED, that on the 2nd day of December, 2020, 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 **Chad M. Ellis**, whose title is **Member**, of **HT Crossing, LLC, an Ohio Limited Liability Company**, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

Notary Public: *Barbara Ann Ellis*
My Commission Expires: 10-27-21



BARBARA ANN ELLIS
Notary Public
In and for the State of Ohio
My Commission Expires
October 27, 2021

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by David G Young its President or Vice-President, on the date stated below, pursuant to Resolution Number

Res# 21-0043, dated 1/15/2021

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: _____

Printed Name: David G Young

Title: President

Date: 1/12/2021

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 21 day of January, ~~2020~~ ²⁰²¹, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be David G Young 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.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
Approved as to Form by Exp. 12/26/2022

Notary Public: _____

My Commission Expires: 12/26/2022

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

By: Assistant Prosecutor

Date: 1/22/20

Grantor: HT Crossing, LLC
Property Address: Pekin Road, Lebanon, OH 45036
Parcel Number: 09282000250
Auditor's Account Number: 0145112
(eff. 10/10/07)

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.

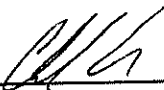
WHEREAS, the Project necessitates Warren County to acquire an easement across the property identified above.

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:

HT Crossing, LLC, an Ohio Limited Liability Company

SIGNATURE: 

PRINTED NAME: Chad M. Ellis

TITLE: Member

DATE: 12-2-2020

October, 2020

**15' PUBLIC UTILITY
EASEMENT DESCRIPTION
0.1700 ACRES
CLEARCREEK TOWNSHIP
WARREN COUNTY, OHIO**

Situated in the State of Ohio, Warren County, Clearcreek Township, Section 28, Town 4, Range 4, being part of a 3.6171 acre tract conveyed to HT Crossing LLC recorded in D.N. 2019-035160 and being more particularly described as follows:

Beginning at the centerline intersection of Hathaway Road (30' dedicated, Hathaway Estates P.B. 25, Pg. 21) and Pekin Road (30' dedicated Clear Spring Estates Section I P.B. 27, Pg. 47) and being the northwest corner of said 3.6171 acre tract; thence along the westerly line of said 3.6171 acre tract S04°36'50"W a distance of 40.14 feet to the Point of Beginning; thence along the line of the 80.00 foot Thoroughfare R/W line of Pekin Road N89°52'50"E a distance of 493.20 feet; thence along the easterly line of said 3.6171 acre tract S00°07'12"E a distance of 15.00 feet; thence along a line through the said 3.6171 acre tract, 15.00 feet south of and parallel to said R/W line S89°52'50 "W a distance of 494.44 feet; thence along the westerly line of said 3.6171 acre tract N04°36'50"E a distance of 15.05 feet to the point of beginning.

Containing 0.1700 acres more or less and being subject to all easements, restrictions and rights-of-way of record.

The above description is based on an Easement Exhibit Drawing prepared by Apex Engineering & Surveying, Inc., Paul J. Leisring, Ohio Professional Surveyor No. 7267. Bearings are based on the north line of the grantors tract and the centerline of Pekin Road (89°52'50"E)

30 0 30 60 90

LOT 1
CLEAR SPRINGS EST. 1
P.B. 27, PG. 47



N04°36'50"E
15.05'

P.O.C.

HATHAWAY
ROAD

40.14'
S04°36'50"W

P.O.B.
0.1700 AC. EASE.

15' PUBLIC
UTILITY EASEMENT

ROAD
PEKIN

HT CROSSING, LLC
3.6171 ACRES
D.N. 2019-035160

494.44'
S89°52'50"W

N89°52'50"E
493.20'

80' THOROUGHFARE
PLAN R/W

40' RESERVED FOR
PUBLIC ROAD &
UTILITY EASE.
S.R. 150, PG. 70

SURVEYOR NOTES:

- 1.) NO MONUMENTATION SET FOR THE EASEMENT.
- 2.) SOURCE DOCUMENTS AS NOTED.
- 3.) BEARINGS BASED ON WARREN COUNTY ENGINEER'S RECORD OF LAND SURVEYS VOLUME 150 , PAGE 70 .
- 4.) DEED REFERENCE: AS NOTED.

15.00'
S00°07'12"E

A CURRENT TITLE EXAMINATION/REPORT IS NECESSARY TO DETERMINE ANY ADDITIONAL EASEMENTS, RESTRICTIONS, COVENANTS, CONDITIONS OR ENCUMBRANCES WHICH MAY AFFECT THE LANDS HEREIN PLATTED.



PROJECT No181744

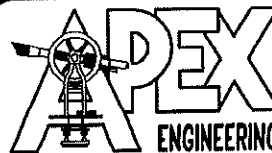
DWG No.181744SD

DATE: OCT. 2020

EASEMENT EXHIBIT

EXHIBIT

PUBLIC UTILITY EASEMENT
PEKIN RD
3.6171 ACRE TRACT
SECTION 28, TOWN 4, RANGE 4
CLEARCREEK TWP. WARREN CO., OHIO



ENGINEERING & SURVEYING, INC.

1066 NORTH UNIVERSITY BLVD. MIDDLETOWN, OHIO 45042
PH.-(513) 424-5202 OR (513) 932-8991 FAX - (513) 424-6202

SCALE: 1"=60'

DRAWN: PJL

CHECKED: KC

Resolution

Number 21-0044

Adopted Date January 12, 2021

APPROVING AND AUTHORIZING THE BOARD PRESIDENT OR VICE-PRESIDENT TO EXECUTE AN AGREEMENT AND A QUIT CLAIM DEED RE- REAL PROPERTY TO KINGS ISLAND PARK, LLC CONSISTING OF 0.918 ACRES FORMERLY USED FOR SEWAGE TREATMENT FACILITIES

WHEREAS, by virtue of Resolution No. 78-249, this Board's predecessor entered into an agreement dated June 13, 1978, wherein Warren County acquired Taft Broadcasting Company's interests in the Kings Island Sewage Treatment facilities consisting of 0.918 acres, identified as Parcel No. 16-17-200-002, improved at that time with holding ponds and other appurtenances; and

WHEREAS, in accordance with the terms of the aforementioned agreement, should Warren County abandon all or part of the said property, Warren County was obligated to give Taft Broadcasting (and its successors and/or assigns) the opportunity to re-acquire the property at nominal consideration of One Dollar (\$1.00) plus the unamortized balance of any indebtedness relating to the property; and

WHEREAS, any and all use of the property for sewage treatment facilities has been abandoned for several years, and there being no indebtedness encumbering the property, the conditions precedent requiring re-conveyance of the property have been satisfied; and

WHEREAS, Kings Island Park LLC, as a successor and/or assignee of Taft Broadcasting, has notified this Board of its desire to re-acquire the said property as provided in the said agreement; and

WHEREAS, this Board desires to re-convey the property to Kings Island Park, LLC as a successor and/or assignee of Taft Broadcasting Company, in accordance with its contractual covenants to do so;

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

1. That the Board does hereby approve the Agreement, a copy of which is attached hereto, and further authorize the President or Vice-President of the Board to execute the Agreement upon receipt of fully executed duplicates thereof from Kings Island Park, LLC.
2. That the Board does hereby approve and further authorize the President or Vice-President of the Board to execute the attached Quit claim deed to convey to Kings Island Park, LLC, as the successor and/or assignee of Taft Broadcast Company, any and all interest Warren County may have in the 0.918 acre parcel, identified as Parcel No. 16-17-200-002.

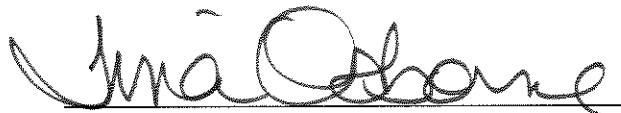
3. That the Board does hereby authorize the delivery of one of the executed copies of the Agreement and the original Quit claim deed to King Island Park, LLC.
4. That the Board is acting in its administrative capacity in adopting this Resolution.
5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.
6. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS

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

Tina Osborne, Clerk

cc: c/a—Kings Island Park, LLC
Water/Sewer (file)
Deed file
Bruce McGary – Pros. Office

AGREEMENT

This Agreement is entered into at Warren County, Ohio, by and between THE COUNTY OF WARREN, OHIO, acting by and through The Board of County Commissioners of Warren County, Ohio, a county and political subdivision of the State of Ohio (the "County") and KINGS ISLAND PARK LLC, a Delaware limited liability company for profit ("Kings Island").

RECITALS

WHEREAS, by virtue of Resolution No. 78-249, the County entered into an agreement dated June 13, 1978, wherein Warren County acquired Taft Broadcasting Company's interests in the Kings Island Sewage Treatment facilities consisting of 0.918 acres, identified as Parcel No. 16-17-200-002 and Auditor's Account No. 1202235 (the "Premises"), improved at that time with holding ponds and other appurtenances; and,

WHEREAS, in accordance with the terms of the said agreement, specifically paragraph 10 [Covenants by the County], subparagraph e, should Warren County abandon all or part of the Premises, Warren County is obligated to give Taft Broadcasting Company (or its successors and/or assigns) the opportunity to re-acquire the property at nominal consideration of One Dollar (\$1.00) plus the unamortized balance of any indebtedness relating to the Premises; and,

WHEREAS, any and all use of the Premises for sewage treatment facilities have been abandoned for several years, and there being no indebtedness encumbering the Premises as contemplated in such agreement, the conditions precedent requiring re-conveyance of the Premises have been satisfied; and,

WHEREAS, Kings Island Park LLC, as the successor and/or assignee of Taft Broadcasting Company, has notified the County of its desire to re-acquire the Premises as provided in the said agreement; and,

WHEREAS, the County desires to convey the Premises to Kings Island Park, LLC, as the successor and/or assignee of Taft Broadcasting Company, in accordance with its contractual covenants to do so.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and the obligations set forth in the agreement dated June 13, 1978, the parties hereby agree to the following terms and conditions.

TERMS AND CONDITIONS

1. **TRANSFER OF PREMISES.** Subject to the terms and conditions set forth herein, the County hereby agrees to transfer the Premises to Kings Island, and Kings Island hereby agrees to pay the nominal consideration to the County and accept the deed of conveyance provided for herein.
2. **NOMINAL CONSIDERATION.** The nominal consideration to be paid by Kings Island to Warren County shall be One Dollar (\$1.00) as provided in the agreement dated June 13, 1978. The consideration shall be delivered to Warren County simultaneously with fully executed duplicates of this Agreement.
3. **THE COUNTY'S WARRANTIES AND REPRESENTATIONS.** As a material inducement to the Kings Island to enter into this Agreement, the County hereby warrants and represents to Kings Island as follows:

- 3.1 To the best of the County's knowledge, the Premises consists of the parcel described in Exhibit A.

3.2 The County has full authority to enter into and carry out the terms of this Agreement. The County will adopt a formal resolution authorizing its designated representative to execute this Agreement and a deed of conveyance.

3.3 The County is not a foreign person under Section 1445 of the Internal Revenue Code.

4. **KINGS ISLAND'S WARRANTIES AND REPRESENTATIONS.** As a material inducement to the the County to enter into this Agreement, Kings Island hereby warrants and represents to the County as follows:

4.1 Kings Island has full authority to enter into and carry out the terms of this Agreement. Kings Island's operating agreement and/or by separate resolution has authorized its designated representative to execute this Agreement.

5. **CONDITIONS PRECEDENT.** The obligation of the County to consummate this transaction by entering into this Agreement and transferring the Premises to Kings Island is subject to the following conditions precedent:

5.1 That Kings Island accepts the Premises AS-IS and WHERE-IS, without any warranties of any kind.

5.2 Kings Island shall defend, hold harmless and indemnify the County against any all claims that may be made by a successor, assignee or on behalf of Taft Broadcasting Company that the County breached its obligation under paragraph 10, subparagraph e, of the June 13, 1978 agreement, by transferring the Premises to Kings Island.

6. **REAL ESTATE TAXES.** Kings Island acknowledges that the Premises is currently exempt from real property taxes as such exemption was granted to the County, and upon transfer of the Premises to Kings Island the exemption will removed by the County Auditor. Kings Island shall be solely responsible for paying all real estate taxes.

7. **CLOSING.** Upon receipt of fully executed duplicates of this Agreement, the County shall adopt its authorizing resolution, executed duplicates of the Agreement and return one fully executed copy of the Agreement along with a fully executed original Quit-claim deed to Kings Island. Kings Island shall be responsible for the transfer fee of \$0.50 cents, and the recordation fee. The parties acknowledge the transaction is exempt from a conveyance fee.

8. **NOTICES.** All notices, elections, requests and other communications hereunder shall be in writing, and shall be deemed sufficiently given when delivered to the following:

If to Kings Island:

Mike Koontz, Vice President, General Mgr.
Kings Island
6300 Kings Island Drive, P.O. Box 901
Kings Island, OH 45034
Ph. (513) 754-5450
Email: mike.koontz@visitkingsisland.com

Copy to (if desired):

Duffield Milkie, General Counsel
Cedar Fair
One Cedar Point Drive
Sandusky, OH 44870
Ph. (419) 609-5770
Email: dmilkie@cedarfair.com

If to the County:

Attn. Tiffany Zindel,
County Administrator
Warren County Board of Commissioners
406 Justice Drive
Lebanon, OH 45036
Ph. 513.695.1241
Email: tiffany.zindel@co.warren.oh.us

Copy to:

Attn. Bruce A. McGary
Assistant Prosecuting Attorney
Warren County Prosecutor's Office
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. 513.695.1384
Email: bruce.mcgary@warrencountyprosecutor.com

9. **BROKERAGE FEE OR COMMISSION.** Seller and Buyer each represents to the other that it has no knowledge of any agreement, understanding or fact which would entitle any person, firm or corporation to any real estate or brokerage fee or commission in connection with this transaction.

10. **MISCELLANEOUS.**

- a. Survival of Agreement. The representations, warranties and covenants of parties herein contained or in the deed of conveyance or any other document executed by parties to effect or consummate the transactions herein intended, shall survive the Closing and be exempt from merger by agreement, deed, estoppel or any other equitable theory.
- b. Agreement Binding. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.
- c. Headings and Captions. The several headings and captions of the Sections and Subsections used herein are for convenience or reference only and shall, in no way, be deemed to limit, define or restrict the substantive provisions of this Agreement.
- d. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the transfer of the Premises superseding any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by all parties.
- e. Governing Law and Venue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. The venue for any and all disputes, interpretations, claims or causes of action of any kind shall be brought exclusively in the Warren County Ohio Court of Common Pleas, General Division (unless the parties mutually agree in writing to mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state or federal court.
- f. Assignment. Any assignments of this Agreement is prohibited unless consented to in writing by all of the parties.

[continued on next page]

IN EXECUTION WHEREOF, KINGS ISLAND PARK, LLC, has caused this Agreement to be executed by Brian Witherow, its Executive Vice President and Chief Financial Officer, on the date stated below, who is authorized to execute this instrument pursuant to its operating agreement or similar authorizing instrument.

KINGS ISLAND PARK, LLC

SIGNATURE: X 

PRINTED NAME: Brian Witherow _____

TITLE: Executive Vice President, Chief Financial Officer

DATE: 12-17-20

IN EXECUTION WHEREOF, the BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO has caused this agreement to be executed by David G Young its President or Vice-President, on the date stated below, pursuant to Resolution # 21-0044, dated 01/12/2021, a copy of which is attached hereto.

BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO

SIGNATURE: 

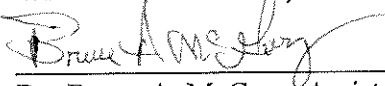
PRINTED NAME: David G Young

TITLE: President

DATE: 01/12/2021

Prepared and approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Bruce A. McGary, Assistant Prosecutor

Date: 1/12/2021

EXHIBIT A
[Legal Description of the Premises]

Parcel No. 16-17-200-002
Auditor's Acct. No. 1202235
Property Address: -0- Kings Island Drive, Mason, OH 45040

Situated in Deerfield Township, Warren County, Ohio, and being in Section 17, Town 4, Range 2, and being more particularly described as follows:

Commencing at a point in the Northwest corner of said Section 17; thence South 5° 43' 04" West with the West line of said Section 17, 3,339.40 feet to a point; thence North 50° 18' 27" East leaving said Section line, and with the center line of a sanitary sewer easement as recorded in Plat Book 2, page 164, of the Warren County, Ohio Deed Records, 808.81 feet to a point; thence continuing with said center line of sanitary sewer easement on the following courses: North 44° 02' 49" East, 238.42 feet to a point; North 50° 18' 27" East, 280.00 feet to a point; North 51° 30' 49" East, 285.06 feet to a point; North 71° 04' 47" East, 124.06 feet to a point; South 39° 41' 33" East, 158.00 feet to a point; North 75° 37' 45" East, 353.01 feet to a point; South 27° 52' 30" East, 98.10 feet to a point; South 28° 03' 32" East, 242.99 feet to a point; South 29° 34' 04" East, 28.44 feet to a point; South 7° 37' 01" East, 433.11 feet to a point; South 3° 17' 44" East, 193.81 feet to a point; South 19° 15' 20" East, 166.48 feet to a point; North 70° 55' 43" East, 346.18 feet to a point; North 82° 10' 47" East, 411.11 feet to a point; North 2° 43' 51" East, 283.13 feet to a point; North 83° 09' 02" East, 318.99 feet to a point; North 37° 08' 22" East, 129.49 feet to a point; North 9° 49' 41" West, 183.81 feet to a point in the south line of said tract; thence North 66° 49' 41" West with said south line, 140.00 feet to a point, said point being the real point of beginning for land herein described; thence North 23° 10' 19" East with the west line of said tract, 200.00 feet to a point; thence South 66° 49' 41" East with the North line of said tract, 200.00 feet to a point; thence South 23° 10' 19" West with the East line of said tract, 200.00 feet to a point; thence North 66° 49' 41" West with the South line of said tract, 200.00 feet to the point of beginning, containing 0.918 acres, more or less.

Subject to all easements of record, and real property taxes accruing on and after the date of recording of this instrument.

Prior Instrument Reference: O.R. Vol. 086, Page 752, was recorded on March 25, 1981, in the Office of the Warren County, Ohio Recorder.

Quit-claim deed
(R.C. § 5302.11)

Know All Men by These Presents,

The County of Warren, Ohio, acting through the Board of County Commissioners of Warren County, Ohio (aka Warren County Commissioners and Warren County Board of County Commissioners), an Ohio county and political subdivision of the State, the "Grantor" herein, for valuable consideration paid, grants to Kings Island Park, LLC, a Delaware limited liability company for profit, the "Grantee" herein, its successor and assigns forever, whose tax mailing address is c/o Property Tax Service Company, P.O. Box 543185, Dallas, TX 75354, any and all interest Grantor may have in the Real Estate particularly described in Exhibit "A" attached hereto and made a part hereof.

The purpose of this deed is to convey the said real estate for nominal consideration to Grantee (who owns surrounding parcels which lands were acquired from Taft Broadcasting Company) to satisfy Grantor's contractual covenants with Taft Broadcasting Company or its successors and assigns, upon the happening of certain conditions precedent that Grantor acknowledges have been satisfied.

IN EXECUTION WHEREOF, The County of Warren, Ohio acting through the Board of County Commissioners of Warren County, Ohio, as Grantor herein, has caused this instrument to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution Number 21-0044, dated 01/12/2021

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF WARREN COUNTY, OHIO

SIGNATURE: David Young

NAME: David Young

TITLE: President

DATE: 01/12/2021

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 12 day of January, 2021, 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 David G Young, whose title is President of the Board of County Commissioners of Warren County, Ohio, and whose name is subscribed hereto, and acknowledged the signing and execution of said instrument is his/her free and voluntary act and deed, and pursuant to the Board's Resolution authorizing such act.



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

NOTARY PUBLIC: [Signature]
MY COMMISSION EXPIRES: 12/26/2022

This instrument was prepared by: Bruce A. McGary
Assistant Prosecutor
Warren County Prosecutor's Office
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. 513.695.1325
Fx. 513.695.2962
Email: bruce.mcgary@warrencountyprosecutor.com

Exhibit "A"

Parcel No. 16-17-200-002

Auditor's Acct. No. 1202235

Property Address: -0- Kings Island Drive, Mason, OH 45040

Situated in Deerfield Township, Warren County, Ohio, and being in Section 17, Town 4, Range 2, and being more particularly described as follows:

Commencing at a point in the Northwest corner of said Section 17; thence South 5° 43' 04" West with the West line of said Section 17, 3,339.40 feet to a point; thence North 50° 18' 27" East leaving said Section line, and with the center line of a sanitary sewer easement as recorded in Plat Book 2, page 164, of the Warren County, Ohio Deed Records, 808.81 feet to a point; thence continuing with said center line of sanitary sewer easement on the following courses: North 44° 02' 49" East, 238.42 feet to a point; North 50° 18' 27" East, 280.00 feet to a point; North 51° 30' 49" East, 285.06 feet to a point; North 71° 04' 47" East, 124.06 feet to a point; South 39° 41' 33" East, 158.00 feet to a point; North 75° 37' 45" East, 353.01 feet to a point; South 27° 52' 30" East, 98.10 feet to a point; South 28° 03' 32" East, 242.99 feet to a point; South 29° 34' 04" East, 28.44 feet to a point; South 7° 37' 01" East, 433.11 feet to a point; South 3° 17' 44" East, 193.81 feet to a point; South 19° 15' 20" East, 166.48 feet to a point; North 70° 55' 43" East, 346.18 feet to a point; North 82° 10' 47" East, 411.11 feet to a point; North 2° 43' 51" East, 283.13 feet to a point; North 83° 09' 02" East, 318.99 feet to a point; North 37° 08' 22" East, 129.49 feet to a point; North 9° 49' 41" West, 183.81 feet to a point in the south line of said tract; thence North 66° 49' 41" West with said south line, 140.00 feet to a point, said point being the real point of beginning for land herein described; thence North 23° 10' 19" East with the west line of said tract, 200.00 feet to a point; thence South 66° 49' 41" East with the North line of said tract, 200.00 feet to a point; thence South 23° 10' 19" West with the East line of said tract, 200.00 feet to a point; thence North 66° 49' 41" West with the South line of said tract, 200.00 feet to the point of beginning, containing 0.918 acres, more or less.

Subject to all easements of record, and real property taxes accruing on and after the date of recording of this instrument.

Prior Instrument Reference: O.R. Vol. 086, Page 752, was recorded on March 25, 1981, in the Office of the Warren County, Ohio Recorder.



Statement of Reason for Exemption From Real Property Conveyance Fee

DTE 100EX
Rev. 1/14

Ohio Revised Code section 319.202 and 319.54(G)(3)

FOR COUNTY AUDITOR'S USE ONLY			Date	Co. no. 83	Number
Instr.	Tax. district no.	Tax list	Land	Bldg.	Total

DTE code number _____ Split/new plat Remarks _____

Property located in _____ taxing district

Name on tax duplicate _____ Tax duplicate year _____

Acct. or permanent parcel no. _____ Map book _____ Page _____

Description _____

The Following Must Be Completed by Grantee or His/Her Representative

Type or print all information. See instructions on reverse.

1. Grantor's name The County of Warren, Ohio Phone (513) 695-1384
2. Grantee's name Kings Island Park, LLC Phone (513) 754-5450
 Grantee's address 6300 Kings Island Drive, P.O. Box 901, Kings Island, OH 45034
3. Address of property -0- Kings Island Drive
4. Tax billing address same as 2 above
5. No conveyance fees shall be charged because the real property is transferred:
 - a) to or from the United States, this state or any instrumentality, agency or political subdivision of the United States or this state.
 - b) solely in order to provide or release security for a debt or obligation.
 - c) to confirm or correct a deed previously executed and recorded.
 - d) to evidence a gift, in any form, between husband and wife, or parent and child, or the spouse of either.
 - e) on sale for delinquent taxes or assessments.
 - f) pursuant to court order, to the extent that such transfer is not the result of a sale effected or completed pursuant to such order.
 - g) pursuant to a reorganization of corporations or unincorporated associations or pursuant to the dissolution of a corporation, to the extent that the corporation conveys the property to a stockholder as a distribution in kind of the corporation's assets in exchange for the stockholder's shares in the dissolved corporation.
 - h) by a subsidiary corporation to its parent corporation for no consideration, nominal consideration or in sole consideration of the cancellation or surrender of the subsidiary's stock.
 - i) by lease, whether or not it extends to mineral or mineral rights, unless the lease is for a term of years renewable forever.
 - j) when the value of the real property or interest in real property conveyed does not exceed \$100.
 - k) of an occupied residential property being transferred to the builder of a new residence when the former residence is traded as part of the consideration for the new residence.
 - l) to a grantee other than a dealer in real property, solely for the purpose of and as a step in, its prompt sale to others.
 - m) to or from a person when no money or other valuable and tangible consideration readily convertible into money is paid or to be paid for the real estate and the transaction is not a gift. (must attach an affidavit of facts)
 - n) to an heir or devisee, between spouses or to a surviving spouse, from a person to himself and others, to a surviving tenant, or on the death of a registered owner.
 - o) to a trustee acting on behalf of minor children of the deceased.
 - p) of an easement or right-of-way when the value of the interest conveyed does not exceed \$1,000.
 - q) of property sold to a surviving spouse pursuant to Ohio Revised Code section (R.C.) 2106.16.
 - r) to or from an organization exempt from federal income under Internal Revenue Code section 501(c)(3), provided such transfer is without consideration and is in furtherance of the charitable or public purpose of such organization.
 - s) among the heirs at law or devisees, including a surviving spouse of a common decedent, when no consideration in money is paid or to be paid for the real property.
 - t) to a trustee of a trust, when the grantor of the trust has reserved an unlimited power to revoke the trust.
 - u) to the grantor of a trust by a trustee of the trust, when the transfer is made to the grantor pursuant to the exercise of the grantor's power to revoke the trust or to withdraw trust assets.
 - v) to the beneficiaries of a trust if the fee was paid on the transfer from the grantor of the trust to the trustee or pursuant to trust provisions that became irrevocable at the death of the grantor.
 - w) to a corporation for incorporation into a sports facility constructed pursuant to R.C. section 307.696[307.69.6].
 - x) between persons pursuant to R.C. section 5302.18.
 - y) from a county land reutilization corporation organized under R.C. section 1724 to a third party.
6. Has the grantor indicated that this property is entitled to receive the senior citizen, disabled person or surviving spouse homestead exemption for the preceding or current year? Yes No If yes, complete form DTE 101.
7. Has the grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year? Yes No If yes, complete form DTE 102.
8. Application for owner-occupancy (2.5% on qualified levies) reduction. (Notice: Failure to complete this application prohibits the owner from receiving this reduction until another proper and timely application is filed.) Will this property be grantee's principal residence by Jan. 1 of next year? Yes No If yes, is the property a multi-unit dwelling? Yes No

I declare under penalties of perjury that this statement has been examined by me and to the best of my knowledge and belief it is a true, correct and complete statement.

Matt Nolan
Signature of grantee or representative

12-17-20
Date

MATT NOLAN, WARREN COUNTY AUDITOR

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0045

Adopted Date January 12, 2021

APPROVE THE CONTRACT FOR POLICE PROTECTION WITH THE VILLAGE OF SOUTH LEBANON, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE.

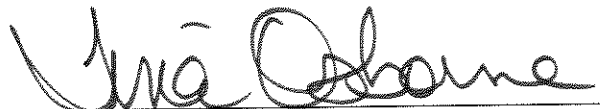
BE IT RESOLVED, to approve the contract for Police Protection with the Village of South Lebanon, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Village of South Lebanon
Sheriff (file)

**CONTRACT FOR POLICE PROTECTION BETWEEN THE VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO AND LARRY L. SIMS, SHERIFF WARREN COUNTY, OHIO**

This contract is made and entered into this 12 day of January, 2021, between the Village of South Lebanon, Warren County, Ohio, organized and existing under and by virtue of the laws of the State of Ohio, hereinafter referred to as the "VILLAGE" and Larry L. Sims, as Sheriff of Warren County, Ohio, hereinafter referred to as "SHERIFF".

WHEREAS, Section 311.29 of the Ohio Revised Code authorizes a Sheriff of the County and a municipal corporation to enter into agreements pursuant to which the Sheriff undertakes and is authorized by the contracting subdivision to perform any police function, exercise any police power, or render any police service on behalf of the contracting subdivision that the subdivision may perform, exercise, or render, upon such terms as may be agreed upon; and,

WHEREAS, the Village seeks additional necessary police protection for the residents of South Lebanon, Warren County, Ohio: and,

WHEREAS, the Sheriff has the authority and capability to provide the additional necessary police protection;

NOW, THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

- 1) The Village shall pay the costs incurred by the Sheriff for such policing, including the salaries of deputy sheriffs assigned to such policing, costs of funding retirement pensions and other benefits, costs of statutorily-required workers' compensation, the costs of all uniforms, weapons, equipment, cruisers, and other supplies used in such policing, to the extent that such equipment and supplies are not directly furnished by the Village. Payroll costs to be reimbursed as provided herein are set forth in the Payroll Addendum 2021, "Attachment A," attached and fully incorporated into the Agreement herein.
- 2) The deputies shall be supervised at all times by the Sheriff and his designees and will be subject to the same rules and procedures adopted by the Sheriff and applicable to all Sheriff deputies. The Village shall have no responsibility for the actions of any deputies who shall at all times be under the authority and control of the Sheriff, including but not limited to, employee discipline as provided in any contractual agreements applicable to the employment of the deputies.
- 3) The deputies employed for and assigned to the Village of South Lebanon, at the time of the execution of this contract, will remain assigned to the Village of South Lebanon, unless they are reassigned, removed, or transferred due to personnel changes and/or contractual agreement.
- 4) All County benefits and privileges available to other employees of the Sheriff's Office will be made available to the deputies under this Contract.
- 5) Notwithstanding the assignment, pursuant to this Contract, of any deputy for service in the Village of South Lebanon, in case of emergency outside of the Village of South Lebanon,

said deputies may be ordered by the Sheriff to assist in such emergency. In no case however, will deputies assigned to the Village of South Lebanon be expected to fulfill the regular duties and responsibilities of the Sheriff outside the political subdivision identified as the Village of South Lebanon. No provision herein shall preclude the Sheriff from temporarily increasing or decreasing the number of deputies assigned pursuant to this Contract as emergencies indicate a need for shifting assignments, to the extent provided herein.

- 6) If an event occurs in the Village of such magnitude that it overwhelms or creates a need beyond the coverage capabilities of the assigned deputies, the Sheriff will provide full support and resources necessary to handle the event, as deemed appropriate by the Sheriff, at no additional cost to the Village.
- 7) The Village will pay to the Treasurer of Warren County, Ohio, such sums as set forth in Attachment A, at such times as so stated therein. All payments shall be credited to the sheriff's policing revolving fund, pursuant to R.C. 311.29(D). On or before December 1st of each year covered under this Contract, the parties shall agree upon and execute an amended addendum based upon projected costs incurred by the Sheriff of policing in the Village for the subsequent calendar year.
- 8) The Sheriff shall account for all monies drawn from said fund by signing vouchers detailing the particular costs reimbursed by such withdraws and the same shall be provided by the Auditor of Warren County, Ohio. Copies of such vouchers shall be provided to the Village for their review.
- 9) Upon termination of this contract, all equipment purchased by the Village shall remain the exclusive property of the Village and any monies remaining in said fund, and not obligated at the termination of this Contract or at the end of any fiscal year shall be refunded promptly to the treasury of the Village. Equipment purchased by the County shall remain the exclusive property of the County.
- 10) The police protection provided under the terms of this Contract shall commence at 12:01am, January 1, 2021 and continue through and terminate at 11:59pm, December 31, 2024. However, this Contract will be deemed to continue from time to time as set forth in any addendum or amendment duly executed and attached hereto. Either party may terminate this contract, with 180 days written notice to the other party.
- 11) The parties hereto shall continue to consult with each other regarding the ongoing policing needs of the Village of South Lebanon.
- 12) The terms of paragraph four (4) of this Contract are subject to the collective bargaining agreement between the Sheriff and the Warren County Deputy Sheriff's Benevolent Association (WCDSBA).
- 13) The Village will provide office space to permit the Sheriff's deputies, include Criminal Investigation Section (CIS) personnel, to work from the South Lebanon Offices, currently

located at 103 West Forest Avenue, South Lebanon, Ohio 45065 or other location within the Village of South Lebanon to be determined by the Village. It is further agreed that all deputies and CIS personnel assigned to the Village of South Lebanon will report to and work from the Village Offices provided by the Village, unless otherwise directed by the Sheriff.

- 14) The Sheriff shall provide for enhanced recognition of the Village of South Lebanon on police vehicles owned by the Village of South Lebanon.
- 15) The Sheriff shall provide reports, no less frequently than quarterly, detailing the types of runs, citations, complaints, crimes and arrest occurring in the Village of South Lebanon.
- 16) In the event the staffing of deputies is less than contemplated under this agreement, the Village's obligation to pay for deputies shall be reduced accordingly.
- 17) The Warren County Commissioners have agreed to pay for one (1) deputy assigned to the Village of South Lebanon. The Sheriff's Office personnel assigned to the Village of South Lebanon will also patrol the unincorporated Union Township area. Payment for the deputy in subsequent years of this contract shall be negotiated on a year by year basis; however, in the event the Warren County Commissioners discontinue paying for one (1) deputy assigned to the Village of South Lebanon, the Village of South Lebanon deputies will no longer patrol the unincorporated Union Township area on behalf of Warren County.
- 18) This Contract shall be binding upon the parties thereto, and upon their respective successors and assignees.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 12 day of January, 2021, at Warren County, Ohio.

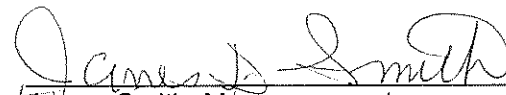
By Resolution Number 2020-42 of the Village of South Lebanon, Ohio dated December 3, 2020

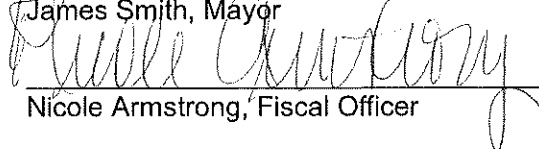
Approved as to form:



Paul R. Revelson
Village Solicitor

VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO



James Smith, Mayor


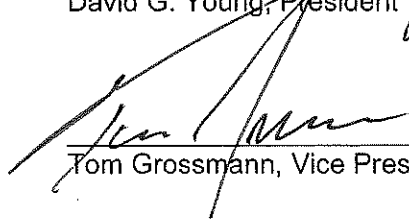
Nicole Armstrong, Fiscal Officer

By Resolution Number 21-0045 of the Warren County Board of County Commissioners
dated 11/12/2021.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO




David G. Young, President




Tom Grossmann, Vice President

Shannon Jones, Member



Larry L. Sims, Sheriff

APPROVED AS TO FORM



Kathryn M. Horvath
Asst. Prosecuting Attorney

ATTACHMENT A

2021 PAYROLL ADDENUM

Police protection contract between the Sheriff of Warren County, Ohio and the Village of South Lebanon, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2021 and continuing through 12:00 midnight on December 31, 2021.

2021 South Lebanon Enforcement Budget

Section	#	Name	Position	Date	Insurance	Salary
Sgt.	1	Sergeant Boylan	Sergeant	1/20/1998	F	\$88,337.60
Dep	2	Deputy Pangallo	Deputy	1/9/2007	F	\$75,899.20
	3	Deputy Crooks	Deputy	9/30/2002	F	\$75,899.20
	4	Deputy Stavermann	Deputy	3/10/1997	F	\$77,043.20
		Comp Time Payout				\$1,000.00
						\$318,179.20

66302258

Updated: 9/3/2020

Salaries(102)				\$318,179.20
Overtime (114)				\$88,000.00
PERS (811)	18.10%	\$406,179.20		\$73,518.44
Benefits (820)				\$63,514.56
Single / Base	0	\$496.96	\$0.00	
Family / Base	4	\$1,312.72	\$63,010.56	
Couple / Base	0	\$656.36	\$0.00	
Waive	0	\$0.00	\$0.00	
Life Insurance	4	\$10.50	\$504.00	
Worker's Comp (830)	2%	\$406,179.20		\$8,123.58
Medicare (871)	1.45%	\$406,179.20		\$5,889.60
Total (South Lebanon Enforcement)				\$557,225.38

2021 ADDENDUM FOR PAYROLL

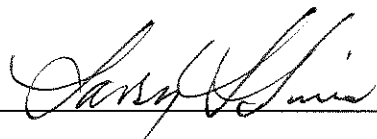
EXPENSES:

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

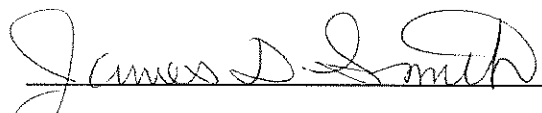
COST GRAND TOTAL	\$	557,225.38
FIRST QUARTER INVOICE	\$	139,306.35
SECOND QUARTER INVOICE	\$	139,306.35
THIRD QUARTER INVOICE	\$	139,306.35
FORTH QUARTER INVOICE	\$	139.306.33

All other conditions and terms shall remain in effect.

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 20__, at _____, Ohio.



Sheriff Larry L. Sims



Mayor James Smith

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, James B. Smith, holding the title and position of Mayor at the firm Village of South Lebanon affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

James B. Smith
AFFIANT

Subscribed and sworn to before me this 8th day of December 20 20

Nicole Armstrong
(Notary Public),
Warren County.

My commission expires Nov. 22 20 21

Nicole E. Armstrong
Nicole E. Armstrong
Notary Public, State of Ohio
My Commission Expires 11/22/21
Recorded in Warren County

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2020-42**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND
FISCAL OFFICER TO EXECUTE AN ADDENDUM TO THE AGREEMENT WITH
WARREN COUNTY SHERIFF AND WARREN COUNTY COMMISSIONERS FOR
POLICE PROTECTION IN THE VILLAGE OF SOUTH LEBANON FOR THE
CALENDAR YEARS 2021, 2022, 2023 and 2024**

WHEREAS, providing public safety is one the most critical functions of local municipal government; and,

WHEREAS, the Village, the Sheriff and the Warren County Commissioners entered into an Agreement for Police Protection dated August 24, 1998, and the Agreement was thereafter amended in 2002, 2006, 2008, 2012, 2015, 2018, 2019 plus the most recent amendment being for the calendar year 2020 per Village Resolution No. 2020-1; and,

WHEREAS, the Sheriff desires to enter into an Addendum to the said Agreement for Police Protection with the Village for the calendar years 2021, 2022, 2023 and 2024, thereby amending the Agreement for Police Protection with the only modifications being a four year term and an increase in the cost for the 2021 services, all other terms and conditions shall remain the same.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Addendum to the Police Protection Agreement for police protection in the Village of South Lebanon for the calendar years 2021, 2022, 2023 and 2024, a copy of which is attached hereto.

Section 2. Authorizing the Fiscal Officer to pay invoices relating to the said Addendum once billed and received for police protection services for calendar year 2021 without further action of Council, but further action of Council shall be required prior to paying invoices for 2022, 2023 and 2024.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 2nd day of Dec., 2020.

Attest: Nicole Armstrong by James D. Smith
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ___ Yeas		
___ Nays		
First Reading - <u>11/5/2020</u>		Effective Date – / / 2020
Second Reading - <u>11/19/2020</u>		
Third Reading - <u>12/3/2020</u>		
Vote - <u>6</u> Yeas		
___ Nays		

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: 12/3/20

CERTIFIED COPY
I, Nicole Armstrong, Fiscal Officer, of the Village of South Lebanon, Ohio do hereby certify this to be the true and accurate copy of a document on file with my office.
12/4/20 _____
Date Nicole Armstrong
Fiscal Officer
Village of South Lebanon, Ohio

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

Resolution

Number 21-0046

Adopted Date January 12, 2021

APPROVE THE CONTRACT FOR POLICE PROTECTION WITH THE BOARD OF TOWNSHIP TRUSTEES OF DEERFIELD TOWNSHIP, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

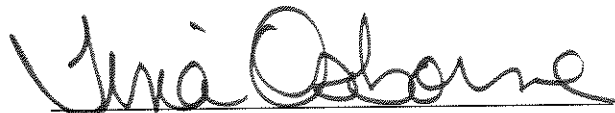
BE IT RESOLVED, to approve the contract for Police Protection with the Board of Township Trustees of Deerfield Township, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Deerfield Township
Sheriff (file)

**CONTRACT FOR POLICE PROTECTION
BETWEEN THE BOARD OF TOWNSHIP TRUSTEES OF DEEFIELD TOWNSHIP, WARREN
COUNTY, OHIO AND LARRY L. SIMS, WARREN COUNTY SHERIFF**

This contract is made and entered into this 12 day of January 2021 between the Board of Township Trustees of Deerfield Township, Warren County, Ohio, organized and existing under and by virtue of the laws of the State of Ohio, hereinafter referred to as the "TRUSTEES" and Larry L. Sims, as Sheriff of Warren County, Ohio hereinafter referred to as "SHERIFF".

WHEREAS, Section 311.29 of the Ohio Revised Code authorizes a Sheriff of the County and a Board of Township Trustees to enter into an agreement pursuant to which the Sheriff undertakes and is authorized by the Board of Township Trustees to perform any police function, exercise any police power, or render any police service on behalf of the Board of Trustees that the Trustees may perform, exercise, or render, upon such terms as may be agreed upon; and,

WHEREAS, said Trustees seek additional necessary police protection for the residents of Deerfield Township, Warren County, Ohio: and,

WHEREAS, the Sheriff has the authority and capability to provide the additional necessary police protection;

NOW, THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assume herein by the other, agree as follows:

- 1) The Trustees shall pay the costs incurred by the Sheriff for such policing, including the salaries of deputy sheriffs assigned to such policing, costs of funding retirement pensions and other benefits, costs of statutorily-required workers compensation, the costs of all uniforms, weapons, equipment, cruisers, and other supplies used in such policing, to the extent that such equipment and supplies are not directly furnished by the Trustees. Payroll costs to be reimbursed as provided herein are set forth in the Payroll Addendum 2021, "Attachment A," attached and fully incorporated into the Agreement herein.
- 2) The deputies shall be supervised at all times by the Sheriff and his designees and will be subject to the same rules and procedures adopted by the Sheriff and applicable to all Sheriff deputies. The Trustees shall have no responsibility for the actions of any deputies, who shall at all times be under the authority and control of the Sheriff, including but not limited to, employee discipline as provided in any contractual agreements applicable to the employment of the deputies.
- 3) The deputies employed for and assigned to Deerfield Township, at the time of the execution of this contract, will remain assigned to Deerfield Township, unless they are reassigned, removed, or transferred due to personnel changes and/or contractual agreement.
- 4) All County benefits and privileges available to other employees of the Sheriff's Office will be made available to the deputies under this Contract.

- 5) Notwithstanding the assignment, pursuant to this Contract, of any deputy for service in Deerfield Township, in case of emergency outside of Deerfield Township, said deputies may be ordered by the Sheriff to assist in such emergency. In no case however, will deputies assigned to Deerfield Township be expected to fulfill the regular duties and responsibilities of the Sheriff outside the political subdivision identified as Deerfield Township. No provision herein shall preclude the Sheriff from temporarily increasing or decreasing the number of deputies assigned pursuant to this Contract as emergencies indicate a need for shifting assignments, to the extent provided herein.
- 6) If an event occurs in the township of such magnitude that it overwhelms or creates a need beyond the coverage capabilities of the assigned deputies, the Sheriff will provide full support and resources necessary to handle the event, as deemed appropriate by the Sheriff, at no additional cost to the Trustees.
- 7) The Trustees will pay to the Treasurer of Warren County, Ohio, such sums as set forth in Attachment A, at such times as so stated therein. All payments shall be credited to the sheriff's policing revolving fund, pursuant to R.C. 311.29(D). On or before December 1st of each year covered under this Contract, the parties shall agree upon and execute an amended addendum based upon projected costs incurred by the Sheriff of policing in the township for the subsequent calendar year.
- 8) The Sheriff shall account for all monies drawn from said fund by signing vouchers detailing the particular costs reimbursed by such withdraws and the same shall be provided by the Auditor of Warren County, Ohio. Copies of such vouchers shall be provided to the Trustees for their review.
- 9) Upon termination of this contract, all equipment purchased by the Trustees shall remain the exclusive property of the Trustees, and any monies remaining in said fund, and not obligated at the termination of this Contract or at the end of any fiscal year shall be refunded promptly to the treasury of the Township. Equipment purchased by the County shall remain the exclusive property of the County.
- 10) The police protection provided under the terms of this Contract shall commence at 12:01am, January 1, 2021 and continue through and terminate at 11:59pm, December 31, 2024. However, this Contract will be deemed to continue from time to time as set forth in any addendum or amendment duly executed and attached hereto. Either party may terminate this contract, with 180 days written notice to the other party.
- 11) The parties hereto shall continue to consult with each other regarding the ongoing policing needs of Deerfield Township.
- 12) The terms of paragraph four (4) of this Contract are subject to the collective bargaining agreement between the Sheriff and the Warren County Deputy Sheriff's Benevolent Association (WCDSBA).

- 13) The Trustees will provide office space to permit the Sheriff's deputies, include Criminal Investigation Section (CIS) personnel to work from the Deerfield Township offices, currently located at 4900 Parkway Drive, Suite 100, Mason, Ohio 45040 or other location within Deerfield Township to be determined by the Trustees. It is further agreed that all deputies and CIS personnel assigned to Deerfield Township will report to and work from the Township Offices provided by the Trustees, unless otherwise directed by the Sheriff.
- 14) The Sheriff shall provide for enhanced recognition of Deerfield Township on police vehicles owned by Deerfield Township.
- 15) The Sheriff shall provide reports, no less frequently than quarterly, detailing the types of runs, citations, complaints, crimes and arrest occurring in Deerfield Township.
- 16) In the event the staffing of deputies is less than contemplated under this agreement, the Trustee's obligation to pay for deputies shall be reduced accordingly.
- 17) This Contract shall be binding upon the parties thereto, and upon their respective successors and assignees.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 1st day of DECEMBER, 2020, at Warren County, Ohio.

By Resolution Number 70 of the Board of Township Trustees of Deerfield Township, dated 12/1/20.

TRUSTEES OF DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

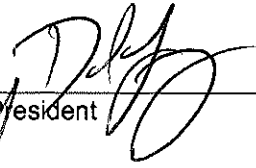


Eric Reiners, Township Administrator

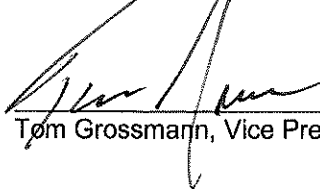
By Resolution Number 21-0046 of the Warren County Board of County Commissioners dated 1/12/2021.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

David G. Young, President

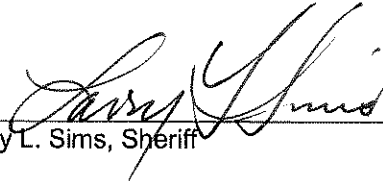


Tom Grossmann, Vice President



Shannon Jones, Member

Larry L. Sims, Sheriff



APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

ATTACHMENT A

2021 PAYROLL ADDENUM

Police protection contract between the Sheriff of Warren County, Ohio and the Deerfield Township, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2021 and continuing through 12:00 midnight on December 31, 2021.

2021 Deerfield Contract Enforcement Budget

Section	#	Name	Position	Date	Insurance	Salary
Lt/Sgt	1	Post Commander Lt. Snelling	Lieutenant	1/2/2002	W	\$100,172.80
	2	Sergeant Simpson	Sergeant	6/1/2005	F	\$87,193.60
	3	Sergeant Bishop	Sergeant	4/30/2001	C	\$88,337.60
	4	Sergeant Doddy	Sergeant	5/2/2005	F	\$87,193.60
	5	Sergeant Naumovski	Sergeant	1/18/2005	F	\$87,193.60
	6	Sergeant Smith J.	Sergeant	5/7/2001	F	\$88,337.60
Dep.	7	Deputy Lansdell	Deputy	10/13/18 17L	S	\$75,275.20
	8	Deputy Coleman	Deputy	11/13/2012	F	\$75,275.20
	9	Deputy Everhart	Deputy	4/27/2000	F	\$77,043.20
	10	Deputy Green	Deputy	3/9/2010	W	\$75,899.20
	11	Deputy Gantz	Deputy	8/20/2016 2012L	S	\$75,275.20
	12	Deputy Hambrick	Deputy	8/6/2012	S	\$75,275.20
	13	Deputy K. Barnes	Deputy	1/30/2012 2008L	S	\$75,899.20
	14	Deputy Barnes	Deputy	1/6/1998	F	\$77,043.20
	15	Deputy Williams	Deputy	11/20/1998	F	\$77,043.20
	16	Deputy Maines	Deputy	5/4/2013 2010L	F	\$75,899.20
	17	Deputy Mann	Deputy	3/22/2001	F	\$77,043.20
	18	Deputy J. Halsey	Deputy	8/22/2018	S	\$75,275.20
	19	Deputy Sheppard	Deputy	6/2/2012 2010L	S	\$75,899.20
	20	Deputy Hawthorne	Deputy	9/20/2019	F	\$69,617.60
	21	Deputy Vaught	Deputy	8/5/2014	W	\$75,275.20
	22	Deputy Wagner	Deputy	6/6/2017	S	\$75,275.20
	23	Deputy Barker	Deputy	4/11/2011	F	\$75,899.20
K9	24	Deputy	K9	TBD	F	\$75,899.20
SRO	25	Deputy Hale	Deputy	4/16/2013	F	\$75,275.20
DARE	26	DARE Dep Caito	Dare Dep	7/27/2013 2010L	F	\$75,899.20
Det.	27	Detective Behymer	Detective	6/14/2005	C	\$78,998.40

Det.	28	Detective Wyatt	Detective	10/23/2000	F	\$80,142.40
Det	29	Detective Niffenegger	Detective	5/18/1998	F	\$80,142.40
		Comp Time Payout				\$20,000.00
						\$2,308,998.40

66302251

Updated: 9/3/2020

Salaries (102)				\$2,308,998.40
Overtime (114)				\$312,000.00
PERS (811)	18.10%	\$2,620,998.40		\$474,400.71
Benefits (820)				\$328,946.16
<i>Single / Base</i>	7	\$496.96	\$41,744.64	
<i>Family / Base</i>	17	\$1,312.72	\$267,794.88	
<i>Couple / Base</i>	2	\$656.36	\$15,752.64	
<i>Waive</i>	3	\$0.00	\$0.00	
<i>Life Insurance</i>	29	\$10.50	\$3,654.00	
Worker's Comp (830)	2%	\$2,620,998.40		\$52,419.97
Medicare (871)	1.45%	\$2,620,998.40		\$38,004.48
Total (Deerfield Enforcement)				\$3,514,769.72

2021 ADDENDUM FOR PAYROLL

EXPENSES:

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

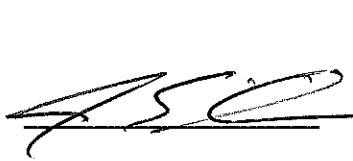
COST GRAND TOTAL	\$ 3,514,769.72
FIRST QUARTER INVOICE	\$ 878,692.43
SECOND QUARTER INVOICE	\$ 878,692.43
THIRD QUARTER INVOICE	\$ 878,692.43
FORTH QUARTER INVOICE	\$ 878,692.43

All other conditions and terms shall remain in effect.

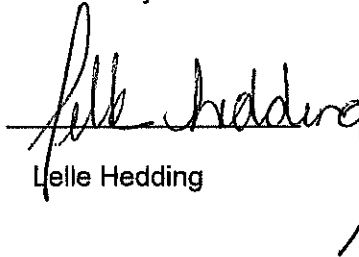
In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 20__, at _____, Ohio.



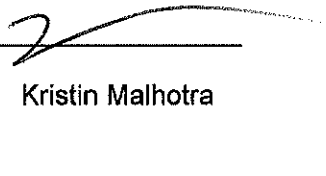
Sheriff Larry L. Sims



Jim Siciliano



Lelle Hedding



Kristin Malhotra

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, ERIC REINERS, holding the title and position of ADMINISTRATOR at the firm DEERFIELD TWP., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

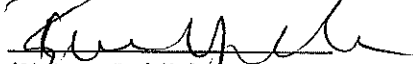
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.


AFFIANT

Subscribed and sworn to before me this 21st day of December 20 20


(Notary Public)

Warren County.

My commission expires W/A 20



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

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

Resolution

Number 21-0047

Adopted Date January 12, 2021

APPROVE AMENDMENT TO THE CONTRACT FOR ADULT AND JUVENILE INMATE HEALTH CARE SERVICES WITH CORRECTIONAL HEALTHCARE COMPANIES, LLC

BE IT RESOLVED, to approve and authorize the Board to sign Amendment to the contract for Adult and Juvenile Inmate Health Care Services with Correctional Healthcare Companies, LLC for health care services to the Warren County Jail and the Warren County Juvenile Justice Facility, as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a –Correctional Healthcare Companies, Inc.
Sheriff (file)
Juvenile (file)

**NINTH AMENDMENT TO THE AGREEMENT FOR ADULT AND JUVENILE
INMATE HEALTH CARE SERVICES AT WARREN COUNTY, OHIO
(Effective January 1, 2021)**

This Ninth Amendment, effective January 1, 2021 (this "Amendment"), to the Agreement for Adult and Juvenile Inmate Health Care Services, which commenced on September 9, 2013, as amended (the "Agreement"), is by and between Correctional Healthcare Companies, LLC ("CHC") and the Warren County, Ohio (the "County").

WHEREAS, the Agreement automatically renews on January 1st of each year pursuant to Section 9.0 and the Third Amendment; and

WHEREAS, the Parties agree to increase the base compensation pursuant to Section 9.0.1 for services to the Adult and Juvenile facilities as specified below; and

WHEREAS, in accordance with Section 11.15, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SUBSECTIONS 8.0.1 AND 8.0.2 OF THE AGREEMENT.** The Agreement shall be amended by deleting Subsections 8.0.1 and 8.0.2 in their entirety and replacing them with the following language in lieu thereof:
 - 8.0.1 **ADULT FACILITY.** The base annual amount to be paid by the County to CHC under this Agreement is Eight Hundred Twenty Thousand Two Hundred Fifty-Seven Dollars and Sixty Cents (\$820,257.60), for a period of 12 months, payable in equal monthly installments. Each monthly installment shall equal Sixty-Eight Thousand Three Hundred Fifty-Four Dollars and Eighty Cents (\$68,354.80), prorated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to CHC on or before the 1st day of the month of service. In addition to the above, to be paid separately through a grant funding 0.05 FTE, not to exceed Two Hundred Forty-Seven Dollars and Eighty Cents (\$247.80) per hour, of Psychiatrist services is Twenty Five Thousand Seven Hundred Seventy-One Dollars and Twenty Cents (\$25,771.20) annually to be paid in quarterly installments of Six Thousand Four Hundred Forty-Two Dollars and Eighty Cents (\$6,442.80) pro-rated for any partial months.
 - 8.0.2 **JUVENILE FACILITY.** The base annual amount to be paid by the County to CHC under this Agreement is One Hundred Seventy-One Thousand One Hundred Eleven Dollars and Twelve Cents (\$171,111.12), for a period of 12 months, payable in equal monthly installments. Each monthly installment shall equal Fourteen Thousand Two Hundred Fifty-Nine Dollars and Twenty-Six Cents (\$14,259.26), prorated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to CHC on or before the 1st day of the month of service.

3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINED TERMS.** Any capitalized term or acronym used but not defined herein shall have the meaning ascribed to it under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

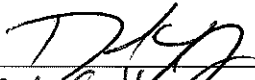
[Signatures on following page]


IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names by their official acts by their respective representatives, each of whom is duly authorized to execute the same in his sole capacity without further authorization or approval.

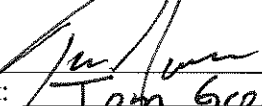
AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Warren, Ohio

Correctional Healthcare Companies, LLC

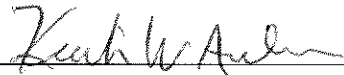
By: 
Print: David G. Young
President, Board of Commissioners

By: 
Print: CINDY P. WATSON
Title: PRESIDENT LOCAL GOVERNMENT

By: 
Print: Tom Grossmann
Board of Commissioners

By: _____
Print: _____
Board of Commissioners

APPROVED AS TO FORM:

By: 
Print: Keith W. Anderson
Warren County Prosecutor

AUDITOR'S CERTIFICATION (RC 5705.41(D)):

The Warren County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Warren County Auditor also certifies that it has confirmed with the State of Ohio Auditor that Correctional Healthcare Companies, LLC has no outstanding findings for recovery issued against it by the State of Ohio.

By: 
Print: Matt Nolan
Warren County Auditor

AFFIDAVIT OF NON COLLUSION

STATE OF Tennessee
COUNTY OF Davidson

I, Cindy Watson, holding the title and position of President, Local Government Health at the firm Correctional Healthcare Companies LLC affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

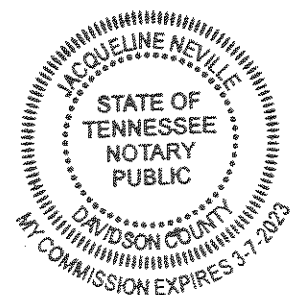
Cindy Watson
AFFIANT

Subscribed and sworn to before me this 15th day of
December 2023

Jacqueline Neville
(Notary Public),

Davidson County.

My commission expires 3-7-2023



Resolution

Number 21-0048

Adopted Date January 12, 2021

ADVERTISE FOR BIDS FOR PRECAST REINFORCED CONCRETE BOX CULVERTS FOR BRIDGE REPLACEMENT PROJECTS

BE IT RESOLVED, to advertise for bids for Precast Reinforced Concrete Box Culverts for Bridge Replacement Projects for the County Engineer, bid opening to be February 9, 2021 at 9:45 a.m.; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of January 24, 2021; bid opening to be February 9, 2021 at 9:45 a.m.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)
OMB Bid file

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

Resolution

Number 21-0049

Adopted Date January 12, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO QUEEN CITY MECHANICALS, INC. FOR THE CARLISLE AREA LIFT STATION UPGRADES – PHASE 2 PROJECT.

WHEREAS, bids were closed at 11:00 a.m., January 7, 2021, and the bids received were opened and read aloud for the Carlisle Area Lift Station Upgrades – Phase 2 Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, Queen City Mechanicals, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Queen City Mechanicals, Inc. for a total bid price of \$175,500.00; and

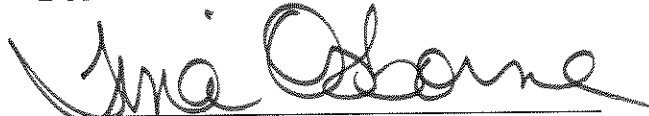
BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Water/Sewer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0050

Adopted Date January 12, 2021

ENTER INTO CONTRACT WITH GARBER ELECTRICAL CONTRACTORS, INC. FOR THE WARREN COUNTY ENGINEER'S OFFICE GENERATOR SYSTEM PROJECT

WHEREAS, pursuant to Resolution #20-1748, adopted December 8, 2020, this Board approved a Notice of Intent to Award Contract for the Warren County Engineer's Office Generator System Project to Garber Electrical Contractors, Inc., for a total bid price of \$59,940.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Garber Electrical Contractors, Inc., 100 Rockridge Road, Englewood, Ohio, for a total contract price of \$59,940.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a—Garber Electrical Contractors, Inc.
Facilities Management (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 5th day of January, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Garber Electric, 100 Rockridge Rd., Englewood, OH 45322** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

ENGINEER'S OFFICE GENERATOR SYSTEM PROJECT

hereinafter called the project, for the sum of **\$59,940.00, fifty nine thousand, nine hundred and forty dollars**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit
- L) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER. The Contractor further agrees to pay, as liquidated damages, the sum of 400.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and

wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

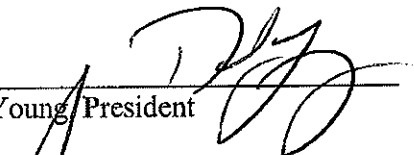
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

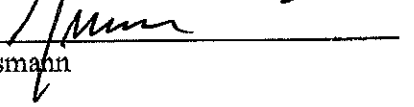
Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

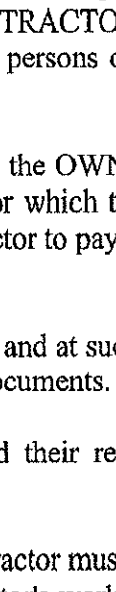
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)



David G. Young, President



Tom Grossmann


ATTEST:


Name

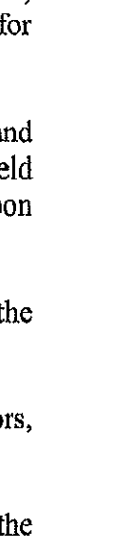
Shannon Jones

(Seal)
ATTEST:

Garber Electric Inc.
(Contractor)

By: 

Name and Title

Approved as to Form:


Assistant Prosecutor

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

Resolution

Number 21-0051

Adopted Date January 12, 2021

ENTER INTO CONTRACT WITH DOUBLE JAY CONSTRUCTION, INC. FOR THE LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD ROUNDABOUT PROJECT

WHEREAS, pursuant to Resolution #20-1869, adopted December 22, 2020, this Board approved a Notice of Intent to Award Contract for the Lytle Five Points Road And Bunnell Hill Road Roundabout Project to Double Jay Construction, Inc., for a total contract price of \$1,727,284.00; and

WHEREAS, all documentation including, performance bonds, insurance certificates, etc., has been submitted by the contractor; and


NOW THEREFORE BE IT RESOLVED, to enter into contract with Double Jay Construction, Inc., for said project, for a total contract price of \$1,727,284.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KHV

cc: c/a—Double Jay Construction, Inc.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 12th day of January, 2020, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Double Jay Construction, Inc.**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD ROUNDABOUT PROJECT

hereinafter called the project, for the sum of \$1,727,284.00, **one million seven hundred twenty seven thousand and two hundred eighty four dollars**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by August 23, 2020. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

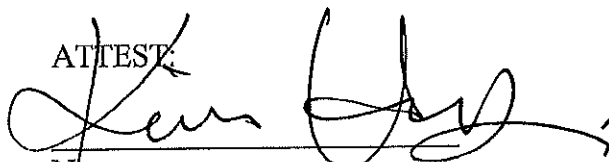
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

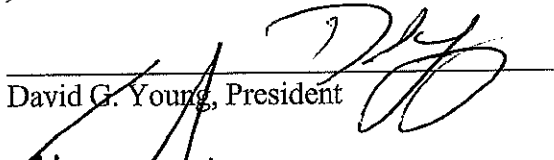

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

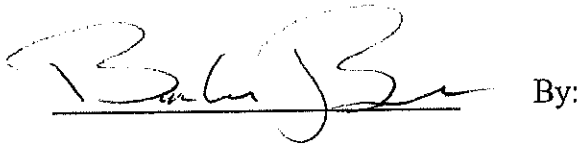
ATTEST:

Name

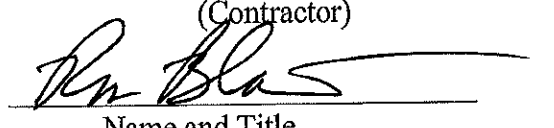

David G. Young, President

Tom Grossmann

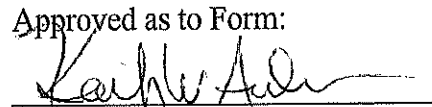
Shannon Jones

(Seal)
ATTEST:

DOUBLE JAY CONSTRUCTION, INC.
(Contractor)


Name

By: 
Name and Title
RON BLAIR, PRESIDENT

Approved as to Form:

Assistant Prosecutor

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

Resolution

Number 21-0052

Adopted Date January 12, 2021

ACKNOWLEDGE RECEIPT OF DECEMBER 2020 FINANCIAL STATEMENT

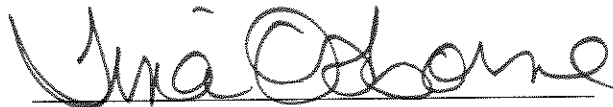
BE IT RESOLVED, to acknowledge receipt of the December 2020 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) ✓
S. Spencer
Tina Osborne

Financial Statement for 2020 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	67,652,375.68	7,383,339.80	22,210,097.05	52,825,618.43	330,385.61	53,156,004.04
2201	SENIOR CITIZENS SERVICE LEVY	11,705,091.89	0.00	523,490.72	11,181,601.17	0.00	11,181,601.17
2202	MOTOR VEHICLE	5,194,268.20	2,342,653.06	2,396,484.10	5,140,437.16	8,185.31	5,148,622.47
2203	HUMAN SERVICES	684,552.89	775,835.46	354,164.90	1,106,223.45	56,386.01	1,162,609.46
2205	BOARD OF DEVELOPMENTAL DISABIL	40,746,065.17	275,992.30	1,056,673.16	39,965,384.31	124,480.71	40,089,865.02
2206	DOG AND KENNEL	545,201.23	140,933.60	23,391.41	662,743.42	237.96	662,981.38
2207	LAW LIBRARY RESOURCES FUND	275,240.64	11,843.52	31,619.86	255,464.30	17,298.33	272,762.63
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	55,975.65	0.00	29,448.35	26,527.30	14,433.50	40,960.80
2210	LOCAL CORONAVIRUS RELIEF FUND	5,710,967.52	471.26	5,179,901.93	531,536.85	874,611.11	1,406,147.96
2215	VETERAN'S MEMORIAL	4,222.14	250.00	0.00	4,472.14	0.00	4,472.14
2216	RECORDER TECH FUND 317.321	434,195.76	16,877.25	34,377.70	416,695.31	999.90	417,695.21
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	719,324.22	620.00	29,335.10	690,609.12	11,982.50	702,591.62
2219	WIRELESS 911 GOVERNMENT ASSIST	314,461.75	11,006.28	3,631.37	321,836.66	0.00	321,836.66
2220	CP INDIGENT DRVR INTRLK/MONITG	6,474.80	200.00	0.00	6,674.80	0.00	6,674.80
2221	CC/MC INDIGENT DRIVER INTERLOC	106,216.84	835.81	384.00	106,668.65	0.00	106,668.65
2222	JUV INDIGENT DRIVER INTERLOCK	1,834.33	5.27	0.00	1,839.60	0.00	1,839.60
2223	PROBATE/JUVENILE SPECIAL PROJ	257,542.33	2,256.75	2,130.76	257,668.32	390.58	258,058.90
2224	COMMON PLEAS SPECIAL PROJECTS	224,176.73	12,670.50	4,740.00	232,107.23	740.00	232,847.23
2227	PROBATION SUPERVISION 2951.021	630,079.57	10,842.63	0.00	640,922.20	0.00	640,922.20
2228	MENTAL HEALTH GRANT	89,414.69	0.00	0.00	89,414.69	0.00	89,414.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,241,892.65	41,155.87	0.00	2,283,048.52	0.00	2,283,048.52
2231	CO LODGING ADD'L 1%	49,978.17	39,800.89	54,240.35	35,538.71	0.00	35,538.71
2232	COUNTY LODGINGS TAX (FKA 7731)	0.00	0.00	0.00	0.00	0.00	0.00
2233	DOMESTIC SHELTER	17,525.00	2,765.00	0.00	20,290.00	0.00	20,290.00
2237	REAL ESTATE ASSESSMENT	5,766,834.39	0.00	94,771.58	5,672,062.81	40,300.00	5,712,362.81

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2238	WORKFORCE INVESTMENT BOARD	75.00	205,980.96	195,378.58	10,677.38	12,811.00	23,488.38
2243	JUVENILE GRANTS	348,255.64	0.00	5,427.04	342,828.60	0.00	342,828.60
2245	CRIME VICTIM GRANT FUND	19,129.09	4,419.96	10,458.99	13,090.06	0.00	13,090.06
2246	JUVENILE INDIGENT DRIVER ALCOH	23,610.22	63.00	0.00	23,673.22	0.00	23,673.22
2247	FELONY DELINQUENT CARE/CUSTODY	887,777.75	0.00	66,791.57	820,986.18	547.87	821,534.05
2248	TAX CERTIFICATE ADMIN FUND	30,941.86	0.00	200.00	30,741.86	0.00	30,741.86
2249	DTAC-DELINQ TAX & ASSESS COLLE	593,074.21	2,757.91	20,510.08	575,322.04	3,385.76	578,707.80
2250	CERT OF TITLE ADMIN FUND	4,813,424.32	161,829.28	688,941.64	4,286,311.96	907.10	4,287,219.06
2251	COAP GRANT - OPIOD ABUSE PROG	389,790.34	0.00	1,327.20	388,463.14	0.00	388,463.14
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	68,460.61	39,222.44	52,090.68	55,592.37	31.46	55,623.83
2255	MUNICIPAL VICTIM WITNESS FUND	60,559.18	0.00	6,008.75	54,550.43	0.00	54,550.43
2256	WARREN COUNTY SOLID WASTE DIST	1,225,511.86	14,888.31	28,850.39	1,211,549.78	0.00	1,211,549.78
2257	OHIO PEACE OFFICER TRAINING	84,482.00	0.00	1,475.00	83,007.00	925.00	83,932.00
2258	WORKFORCE INVESTMENT ACT FUND	63,162.38	50,371.34	50,128.94	63,404.78	20,900.72	84,305.50
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	602,901.03	28,679.82	20,123.55	611,457.30	20.00	611,477.30
2263	CHILD SUPPORT ENFORCEMENT	1,045,781.80	117,089.07	249,631.10	913,239.77	357.32	913,597.09
2264	EMERGENCY MANAGEMENT AGENCY	211,363.73	-69,323.40	22,858.44	119,181.89	7,336.00	126,517.89
2265	COMMUNITY DEVELOPMENT	612,162.32	59,089.47	100,122.89	571,128.90	0.00	571,128.90
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00
2268	INDIGENT GUARDIANSHIP FUND	219,829.25	1,570.00	152.07	221,247.18	0.00	221,247.18
2269	INDIGENT DRIVER ALCOHOL TREATM	611,345.26	4,022.11	0.00	615,367.37	0.00	615,367.37

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2270	JUVENILE TREATMENT CENTER	413,470.89	3,709.44	77,731.59	339,448.74	210.94	339,659.68
2271	DTAC-PROSECUTOR ORC 321.261	165,620.99	0.00	14,791.54	150,829.45	0.00	150,829.45
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	7,378,365.33	2,723,018.45	565,969.09	9,535,414.69	93,099.93	9,628,514.62
2274	COUNTY COURT COMPUTR 1907.261A	63,923.43	814.90	27.00	64,711.33	0.00	64,711.33
2275	COUNTY CRT CLK COMP 1907.261B	5,836.49	2,053.00	999.90	6,889.59	0.00	6,889.59
2276	PROBATE COMPUTER 2101.162	84,598.76	417.00	0.00	85,015.76	0.00	85,015.76
2277	PROBATE CLERK COMPUTR 2101.162	226,989.01	1,390.00	0.00	228,379.01	0.00	228,379.01
2278	JUVENILE CLK COMPUTR 2151.541	79,613.86	936.76	61,790.18	18,760.44	0.00	18,760.44
2279	JUVENILE COMPUTER 2151.541	38,774.29	283.86	0.00	39,058.15	0.00	39,058.15
2280	COMMON PLEAS COMPUTER 2303.201	50,766.74	1,320.00	0.00	52,086.74	0.00	52,086.74
2281	DOMESTIC REL COMPUTER 2301.031	11,713.88	174.00	0.00	11,887.88	0.00	11,887.88
2282	CLERK COURTS COMPUTER 2303.201	225,646.71	4,806.00	7,576.90	222,875.81	0.00	222,875.81
2283	COUNTY CT SPEC PROJ 1907.24B1	1,781,730.40	14,126.71	2,298.97	1,793,558.14	2,179.40	1,795,737.54
2284	COGNITIVE INTERVENTION PROGRAM	344,655.18	6,173.90	1,519.20	349,309.88	40.00	349,349.88
2285	CONCEALED HANDGUN LICENSE	771,301.80	8,965.00	5,026.74	775,240.06	185.98	775,426.04
2286	SHERIFF-DRUG LAW ENFORCEMENT	14,418.02	176.00	303.11	14,290.91	1,051.03	15,341.94
2287	SHERIFF-LAW ENFORCEMENT TRUST	138,686.00	2,125.00	3,251.68	137,559.32	1,044.69	138,604.01
2288	COMM BASED CORRECTIONS DONATIO	8,888.09	0.00	302.74	8,585.35	0.00	8,585.35
2289	COMMUNITY BASED CORRECTIONS	414,614.38	3,120.00	110,077.94	307,656.44	727.87	308,384.31
2290	HAZ MAT EMERG PLAN SPEC FUND	3.20	0.00	0.00	3.20	0.00	3.20
2291	SHERIFF-D.A.R.E. PROGRAM	1,163.53	0.00	0.00	1,163.53	0.00	1,163.53
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	51,432.00	40,500.00	21,386.00	70,546.00	0.00	70,546.00
2294	SHERIFF DARE LAW ENFORC GRANT	28,890.26	8,986.61	28,890.26	8,986.61	0.00	8,986.61
2295	TACTICAL RESPONSE UNIT	20,508.45	300.00	0.00	20,808.45	0.00	20,808.45
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2297	ENFORCEMENT & EDUCATION 4511.19G5A	118,059.93	442.50	0.00	118,502.43	0.00	118,502.43
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,111,335.20	429,845.25	72,340.27	1,468,840.18	58,892.52	1,527,732.70
3327	BOND RETIREMENT SPECIAL ASSMT	104,547.72	0.00	0.00	104,547.72	0.00	104,547.72
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	112,715.70	112,715.70
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	885,399.78	0.00	0.00	885,399.78	0.00	885,399.78
3393	2009 RID BOND GREENS OF BUNNEL	2,845,850.00	0.00	0.00	2,845,850.00	0.00	2,845,850.00
3395	JAIL BONDS 2019	479.09	0.00	0.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	226,889.46	0.00	6,734.00	220,155.46	0.00	220,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLE FOSTERS BRIDGE & WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	11,044.12	0.00	0.00	11,044.12	0.00	11,044.12
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	163,561.46	177,450.57	262,591.55	78,420.48	28,258.58	106,679.06
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	111,299.70	0.00	43,000.50	68,299.20	0.00	68,299.20
4438	NB COLUMBIA/3C RIGHT TURN LN	20,610.75	0.00	1,814.06	18,796.69	0.00	18,796.69
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	4,500,000.00	10,000,000.00	0.00	14,500,000.00	0.00	14,500,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	77,118.98	0.00	43,881.27	33,237.71	0.00	33,237.71
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4467	COUNTY CONST PROJECTS	4,639,762.90	3,225,000.00	330,335.63	7,534,427.27	0.00	7,534,427.27
4479	AIRPORT CONSTRUCTION	849,888.05	0.00	0.00	849,888.05	0.00	849,888.05
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,049,671.63	0.00	0.00	1,049,671.63	0.00	1,049,671.63
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	2,716,683.09	1,279,559.00	116,142.98	3,880,099.11	34,619.81	3,914,718.92
4493	BUNNELL HILL RD CONSTRCTN RID	655,351.59	-115,281.80	17,300.00	522,769.79	0.00	522,769.79
4494	COURTS BUILDING	1,578,694.76	760,000.00	332,695.87	2,005,998.89	0.00	2,005,998.89
4495	JAIL CONSTRUCTION SALES TAX	31,406,527.50	975,523.45	1,464,003.99	30,918,046.96	0.00	30,918,046.96
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	331,310.21	-318,722.79	0.00	12,587.42	0.00	12,587.42
4499	JUVENILE/PROBATE CT EXPANSION	279,864.58	115,000.00	80,517.74	314,346.84	0.00	314,346.84
5510	WATER REVENUE	35,755,118.83	1,725,780.17	1,722,588.23	35,758,310.77	152,360.09	35,910,670.86
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,535,167.36	164,541.54	68,869.68	1,630,839.22	0.00	1,630,839.22
5580	SEWER REVENUE	29,751,281.59	1,436,187.59	1,722,116.64	29,465,352.54	63,078.66	29,528,431.20
5581	SEWER IMPROV-WC VOCATIONAL SCH	230,285.47	0.00	0.00	230,285.47	0.00	230,285.47
5583	WATER CONST PROJECTS	3,956,994.91	1,402,998.04	2,354,681.77	3,005,311.18	0.00	3,005,311.18
5590	STORM WATER TIER 1	118,344.72	0.00	5,097.50	113,247.22	117.50	113,364.72
6619	VEHICLE MAINTENANCE ROTARY	231,083.17	45,651.51	52,094.14	224,640.54	3,684.51	228,325.05
6630	SHERIFF'S POLICING REVOLV FUND	932,901.36	50,140.21	363,659.19	619,382.38	0.00	619,382.38
6631	COMMUNICATIONS ROTARY	291,795.39	1,509.39	5,631.18	287,673.60	2,699.97	290,373.57
6632	HEALTH INSURANCE	3,907,990.13	869,786.90	1,420,175.21	3,357,601.82	0.00	3,357,601.82
6636	WORKERS COMP SELF INSURANCE	1,468,296.66	0.00	124,053.48	1,344,243.18	107,517.56	1,451,760.74
6637	PROPERTY & CASUALTY INSURANCE	354,978.35	0.00	848.90	354,129.45	0.00	354,129.45
6650	GASOLINE ROTARY	228,004.18	37,478.85	48,221.47	217,261.56	9,568.26	226,829.82

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	407,484.30	407,484.30	0.00	0.00	0.00
7709	CORPORATION FUND	3,899.27	183,024.29	186,923.56	0.00	4,787.56	4,787.56
7713	WATER-SEWER ROTARY FUND	252,388.24	3,578,392.55	3,473,070.17	357,710.62	90,310.80	448,021.42
7714	PAYROLL ROTARY	1,049,343.60	3,218,896.77	3,892,722.33	375,518.04	752,869.70	1,128,387.74
7715	NON PARTICIPANT ROTARY	24,768.64	1,544.64	5,406.24	20,907.04	0.00	20,907.04
7716	SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	5,707,625.41	558,716.39	56,173.02	6,210,168.78	4,113.25	6,214,282.03
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	7,083.68	3,097.99	0.00	10,181.67	0.00	10,181.67
7720	LOCAL GOVERNMENT FUND	0.00	388,263.65	388,263.65	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	17,695.07	164.70	17,746.35	113.42	10,601.03	10,714.45
7723	GASOLINE TAX	0.00	548,242.26	548,242.26	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	132,518.13	0.00	0.00	132,518.13	0.00	132,518.13
7725	UNDIVIDED WIRELESS 911 GOV ASS	20,781.60	22,012.58	31,787.88	11,006.30	0.00	11,006.30
7726	MOTOR VEHICLE LICENSE TAX	0.00	788,365.98	788,365.98	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	19,274.36	1,109.05	19,274.36	1,109.05	5,873.04	6,982.09
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	149,932.24	119,455.99	162,718.73	106,669.50	0.00	106,669.50
7734	REAL ESTATE ADVANCE PAYMENT	25,955.47	0.00	0.00	25,955.47	0.00	25,955.47
7740	TRAILER TAX	628.01	0.00	0.00	628.01	0.00	628.01
7741	LIFE INSURANCE	17,910.50	10,552.50	10,227.72	18,235.28	0.00	18,235.28
7742	LIBRARIES	0.00	431,550.71	431,550.71	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	1,807.67	1,822.88	3,630.55	0.00	3,630.55	3,630.55

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7746	MIAMI CONSERVANCY DISTRICT FUN	18,051.40	0.00	18,051.40	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	944.44	0.00	0.00	944.44	0.00	944.44
7751	UNDIVIDED INTEREST	733,222.40	351,204.87	276,720.11	807,707.16	0.00	807,707.16
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	180,003.54	148,650.95	61,709.78	266,944.71	75,706.93	342,651.64
7758	WIA PASS THROUGH TO BUTLER/CLE	28,892.87	142,579.97	171,472.84	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	24,818.48	765.00	1,381.80	24,201.68	0.00	24,201.68
7766	ESCROW ROTARY	626,496.98	0.00	6,626.15	619,870.83	11,327.00	631,197.83
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	26,501.28	53,916.54	0.00	80,417.82	0.00	80,417.82
7769	BANKRUPTCY POST PETITION CONDU	36,376.26	2,956.42	321.49	39,011.19	0.00	39,011.19
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	120.00	0.00	0.00	120.00	0.00	120.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	14,816.25	12,681.75	12,922.25	14,575.75	0.00	14,575.75
7776	UNDIVIDED EVIDENCE SHERIFF	21,653.50	87,479.00	0.00	109,132.50	95.00	109,227.50
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	100,567.61	597,900.00	73,245.50	625,222.11	405,917.91	1,031,140.02
7779	UNDIVIDED DRUG TASK FORCE SEIZ	94,251.33	3,729.00	0.00	97,980.33	0.00	97,980.33
7781	REFUNDABLE DEPOSITS	433,946.30	19,772.28	21,871.83	431,846.75	4,035.67	435,882.42
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	2,050.00	0.00	2,050.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2020 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	345,713.84	184,567.25	512,807.60	17,473.49	507,679.52	525,153.01
7795	UNDIVIDED INDIGENT FEES	0.00	1,825.00	1,825.00	0.00	365.00	365.00
7796	MUNICIPAL ORD VIOLATION INDIGE	9,883.11	0.00	278.00	9,605.11	248.00	9,853.11
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	33,364.48	33,364.48	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	713,862.99	0.00	143.76	713,719.23	0.00	713,719.23
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,522,350.41	214,465.61	470,494.49	8,266,321.53	26,338.20	8,292,659.73
9912	FOOD SERVICE	236,983.67	2,185.00	56.00	239,112.67	72.51	239,185.18
9915	PLUMBING BOND-HEALTH DEPT.	23,500.00	0.00	3,500.00	20,000.00	3,000.00	23,000.00
9916	STATE REGULATED SEWAGE PROGRAM	196,329.06	21,248.00	1,036.00	216,541.06	30.00	216,571.06
9925	SOIL & WATER CONSERVATION DIST	547,159.72	0.00	52,473.51	494,686.21	8.21	494,694.42
9928	REGIONAL PLANNING	212,920.46	22,121.00	27,581.85	207,459.61	454.00	207,913.61
9938	WARREN COUNTY PARK DISTRICT	541,482.70	112,028.12	36,568.93	616,941.89	12,023.54	628,965.43
9944	ARMCO PARK	376,385.55	5,886.29	38,732.51	343,539.33	3,263.74	346,803.07
9953	WATER SYSTEM FUND	29,652.15	3,902.95	0.00	33,555.10	45.00	33,600.10
9954	MENTAL HEALTH RECOVERY BOARD	13,306,851.10	138,707.41	1,419,565.27	12,025,993.24	332,140.26	12,358,133.50
9961	HEALTH GRANT FUND	709,959.91	209,184.52	117,034.15	802,110.28	94,776.39	896,886.67
9963	CAMPGROUNDS	4,198.20	0.00	0.00	4,198.20	0.00	4,198.20
9976	HEALTH - SWIMMING POOL FUND	129,201.74	0.00	0.00	129,201.74	0.00	129,201.74
9977	DRUG TASK FORCE COG	781,579.79	23,476.00	40,332.69	764,723.10	45.12	764,768.22
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		350,345,154.35	49,434,597.17	58,936,452.54	340,843,298.98	4,549,464.68	345,392,763.66

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for December, 2020 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 21-0053

Adopted Date January 12, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH RED HAWK LAND, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 3E SITUATED IN THE VILLAGE OF MORROW

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

SECURITY AGREEMENT


Bond Number	:	21-001 (W/S)
Development	:	The Woodlands at Morrow, Phase 3E
Developer	:	Red Hawk Land, LLC
Location	:	Village of Morrow
Amount	:	\$8,078.86
Surety Company	:	Great American Insurance Company (21383)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Red Hawk Land, LLC, 3400 Werk Road, Cincinnati, OH 45211
Great American Insurance Group, 301 E 4th Street, Cincinnati, OH 45202
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

3453002

This Agreement made and concluded at Lebanon, Ohio, by and between RED HAWK LAND, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and GREAT AMERICAN INSURANCE GROUP (2) (hereinafter the "Surety").

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$20,700.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of - 0 -; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$8,070.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

RED HAWK LAND, LLC
3400 WERK RD
CINCINNATI, OH 45211
Ph. (513) 451 - 2611

D. To the Surety:

GREAT AMERICAN INSURANCE GROUP

301 E 4TH STREET

CINCINNATI, OH 45202

Ph. (513) 369 - 5000

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

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

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

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

___ Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER: RED HAWK LAND, LLC

SURETY: GREAT AMERICAN INSURANCE COMPANY

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

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

SIGNATURE: Mary S Allen

SIGNATURE: Timothy J. Lore

PRINTED NAME: MARY S. ALLEN

PRINTED NAME: TIMOTHY J. LORE

TITLE: President

TITLE: Attorney in fact


DATE: Oct 21, 2020

DATE: Oct. 21, 2020

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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 21-0053, dated 01/12/2021

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS


SIGNATURE: 

PRINTED NAME: David B. Young


TITLE: President

DATE: 01/12/2021

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21383

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
TIMOTHY J. IORI	ALL OF	ALL
JAMES L. IORI	CINCINNATI, OHIO	\$100,000,000
ANTHONY L. IORI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **11TH** day of **NOVEMBER**, 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **11TH** day of **NOVEMBER**, 2019

MARK VICARIO (877-377-2405)

, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **21st** day of **October** 2020



Atty L C. B.

Assistant Secretary

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

Resolution

Number 21-0054

Adopted Date January 12, 2021

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH HT CROSSING, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR POND VIEW ESTATES SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	21-001 (P)
Development	:	Pond View Estates
Developer	:	HT Crossing, LLC
Township	:	Clearcreek
Amount	:	\$105,086.38
Surety Company	:	Peoples Bank (LOC #1091)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

21-001(P)

This Agreement made and concluded at Lebanon, Ohio, by and between HT Crossing, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Peoples Bank (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Pond View Estates Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in Clearcreek (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 347,741.04, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 80,835.68; 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 105,086.38 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 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 69,548.21 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:

HT Crossing, LLC
7620 Paragon Rd.
Dayton, OH 45459
Ph. (937) 436 - 5258

D. To the Surety:

Peoples Bank
48 N. South St.
Wilmington, OH 45177
ATTN: Commercial Loan Dept.
Ph. (937) 382 - 1441

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 # 1091)

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.**

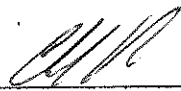
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners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

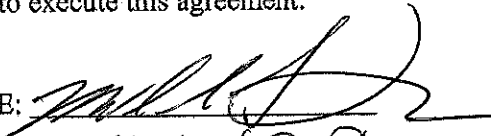
DEVELOPER:

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

SIGNATURE: 
 PRINTED NAME: Chad Ellis
 TITLE: OWNER
 DATE: 10-21-2020

SURETY:

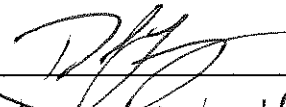
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 
 PRINTED NAME: Michael S. Flanigan
 TITLE: Vice President
 DATE: 10-21-2020

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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 21-0054, dated 01/12/2021

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David G Young

TITLE: President

DATE: 01/12/2021

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



Working Together. Building Success.

138 Putnam Street
Marietta, OH 457510

October 21, 2020

To the Beneficiary:
Board of Warren County Commissioners
Warren County Engineer's
Warren County Administrator
406 Justice Drive
Lebanon, Ohio 45036

Irrevocable Letter of Credit # 1091

Dear Sir:

We hereby establish our Irrevocable Standby Letter of Credit No. # 1091 in your favor for the account of HT Crossing, LLC, for improvements in Pond View Estates Subdivision, Streets & Appurtenances, Warren County, Ohio up to an aggregate amount of One hundred five thousand eighty six dollars and 38 /100 United States Dollars (\$105,086.38) available by your draft(s) at sight drawn on People Bank, Marietta, Ohio.

Drafts to be accompanied by the following document(s):

1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that HT Crossing LLC has defaulted in the performance of installation and maintenance of improvements within Pond View Estates, in accordance with the Security Agreement for Streets and Appurtenances.

2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under Peoples Bank, Standby Letter of Credit No. 1091.

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Peoples Bank 138 Putnam Street Marietta, Ohio 45750 Attn: Commercial Loan Department, not later than the expiration date October 21, 2021, or any future expiration date.

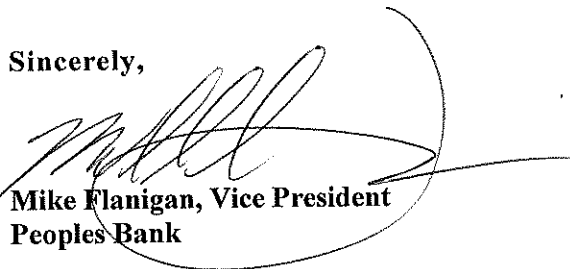
It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify

the Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

"The Security Agreement reference by this letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten".

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,



Mike Flanigan, Vice President
Peoples Bank

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

Resolution

Number 21-0055

Adopted Date January 12, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HT CROSSING, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN POND VIEW ESTATES SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	20-024 (W/S)
Development	:	Pond View Estates
Developer	:	HT Crossing LLC
Township	:	Clearcreek
Performance Amount	:	\$355,057.30
Surety Company	:	People's Bank (Letter of Credit No. 1090)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: HT Crossing, LLC; 7620 Paragon Rd; Dayton, OH 45459
People's Bank; 48 N. South Street; Wilmington, OH 45177
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

20-024 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between HT Crossing LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Peoples Bank (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Pond View Estates Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in Clearcreek (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 273,121.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 273,121.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of 355,657.30 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 _____ 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 27,312.10 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:

HT Crossing, LLC
7620 Paragon Rd.
Dayton, OH 45459
Ph. (937) 436 - 5258

D. To the Surety:

Peoples Bank
48 N. South St.
Wilmington, OH 45177
Attn: Commercial Loan Dept.
Ph. (937) 382 - 1441

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 #** 10900 _____)

_____ **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: 

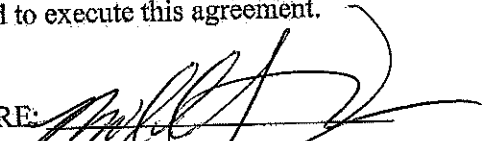
PRINTED NAME: Chad Ellis

TITLE: OWNER

DATE: 10-21-2020

SURETY:

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

SIGNATURE: 

PRINTED NAME: Michael S. Glanigan


TITLE: Vice President

DATE: 10-21-2020

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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 21-0055, dated 01/12/2021

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David G. Young

TITLE: President

DATE: 01/12/2021

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



Working Together. Building Success.

138 Putnam Street
Marietta, OH 457510

October 21, 2020

To the Beneficiary:
Board of Warren County Commissioners
Warren County Engineer's
Warren County Administrator
406 Justice Drive
Lebanon, Ohio 45036

Irrevocable Letter of Credit # 10900

Dear Sir:

We hereby establish our Irrevocable Standby Letter of Credit No. # 1090 in your favor for the account of HT Crossing, LLC, for improvements in Pond View Estates Subdivision, Water and/or Sanitary Sewer, Warren County, Ohio up to an aggregate amount of Three hundred fifty five thousand fifty seven dollars and 30 /100 United States Dollars (\$355,057.30) available by your draft(s) at sight drawn on People Bank, Marietta, Ohio.

Drafts to be accompanied by the following document(s):

1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that HT Crossing LLC has defaulted in the performance of installation and maintenance of improvements within Pond View Estates, in accordance with the Security Agreement for Water and/or Sanitary Sewer.

2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under Peoples Bank, Standby Letter of Credit No. 10900.

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Peoples Bank 138 Putnam Street Marietta, Ohio 45750 Attn: Commercial Loan Department, not later than the expiration date October 21, 2021, or any future expiration date.

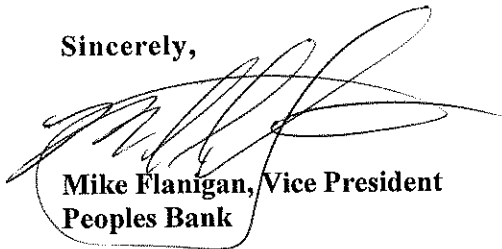
It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify

the Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

"The Security Agreement reference by this letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten".

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,



**Mike Flanigan, Vice President
Peoples Bank**

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

Resolution

Number 21-0056

Adopted Date January 12, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH HOPEWELL VALLEY DEVELOPMENT, LLC FOR THE VILLAGE OF HOPEWELL VALLEY, SECTION FOUR SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

RELEASE

Bond Number	:	16-022 (W/S)
Development	:	Village of Hopewell Valley, Section Four
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$4,024.00
Surety Company	:	Cincinnati Insurance Company (B123629)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Hopewell Valley Development, LLC, 1252 Goshen Pike, Milford OH 45150
Cincinnati Insurance Company, 6200 South Gilmore Road, Fairfield OH 45014
Water/Sewer (file)
Bond Agreement file

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

Resolution

Number 21-0057

Adopted Date January 12, 2021

APPROVE VARIOUS RECORD PLATS

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

- Pond View Estates – Clearcreek Township

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 21-0058

Adopted Date January 12, 2021

APPROVE OPERATIONAL TRANSFERS FROM COUNTY COMMISSIONERS' FUND #11011112 INTO EMERGENCY SERVICES FUND #2264 AND #2290

BE IT RESOLVED, to approve the following operational transfers from County Commissioners Fund #101 into Emergency Services Fund #2264 and #2290:

\$116,791.00 from #11011112-5795 (Commissioners – Transfer – EMA)
into #2264-22642010-AAREVNUE-49000 (County Government)


\$ 27,119.00 from #11011112-5786 (Commissioners – Transfer – Hazmat)
into #2290-49000 (Hazmat Fund - County Government)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 21-0059

Adopted Date January 12, 2021

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILDREN SERVICES FUND #2273

WHEREAS, the Warren County Children Services has requested that the first quarter of their 2021 local share be transferred into the Children Services Fund #2273; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

\$162,041.50	from	#11011112-5749	(Commissioners Grants - Children Services)
	into	#2273-49000	(Children Services - Operating Transfers)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 21-0060

Adopted Date January 12, 2021

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the first quarter of their 2021 operating contribution be transferred from the County Commissioners Fund #1101 into the Mary Haven Youth Treatment Center Fund #2270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #1101 into Mary Haven Youth Treatment Center Fund #2270:

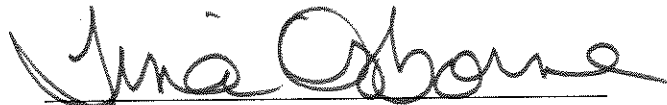
\$241,700.00 from #11011112-5744 (County Commissioners, Grants-Mary Haven)
into #2270-49001 (Mary Haven - County Grant Transfers)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Probate/Juvenile (file)
Operational Transfer file
OMB

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

Resolution

Number 21-0061

Adopted Date January 12, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:

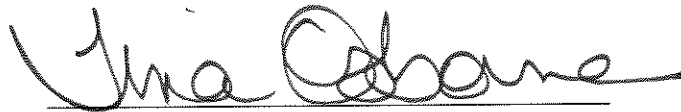
\$250,000.00 into #44793850-5317 (Airport – Non-Capital purchase)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Airport (file)
OMB – S. Spencer

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

Resolution

Number 21-0062

Adopted Date January 12, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO CLERK OF COURTS FUND #11011260

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Clerk of Courts Fund #11011260 in order to process a vacation leave payout for Patricia Leitsch former employee of Clerk of Courts:

\$519.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011260-5882	(Clerk of Courts - Vacation Leave Payout)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Clerk of Courts (file)
OMB

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

Resolution

Number 21-0063

Adopted Date January 12, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COUNTY COURT FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into County Court Fund #11011282 in order to process a vacation and sick leave payout for Connie VanHook former employee of County Court:

\$343.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11011282-5882 (County Court - Vacation Leave Payout)

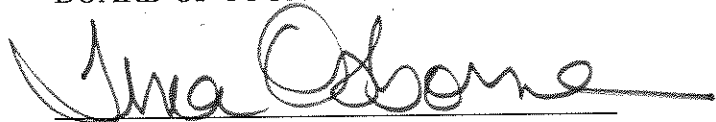
\$5378.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
 into #11011282-5881 (County Court - Sick Leave Payout)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)
OMB

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

Resolution

Number 21-0064

Adopted Date January 12, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE COURT FUND #11012500

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Court Fund #11012500 in order to process a vacation leave payout for Anthony Brigano former employee of Juvenile Court:

\$5,203.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012500-5882	(Juvenile Court - Vacation Leave Payout)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile Court (file)
OMB

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

Resolution

Number 21-0065

Adopted Date January 12, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE SOLID WASTE MANAGEMENT DISTRICT FUND #2256

WHEREAS, funds are needed to cover anticipated costs for sick and vacation payouts for retired employees; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

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

\$4,094.00	from	#22564410-5998	(Reserve/Contingency)
	into	#22564410-5881	(Sick Leave Payout)
\$4,000.00	from	#22564410-5210	(Materials & Supplies)
	into	#22564410-5882	(Vacation Leave Payout)
\$1,500.00	from	#22564410-5317	(Non-Capital Purchases)
	into	#22564410-5882	(Vacation Leave Payout)
\$1,500.00	from	#22564410-5318	(Data Bd. Approv – Non-Capital Purchases)
	into	#22564410-5882	(Vacation Leave Payout)
\$12,000.00	from	#22564410-5410	(Contracts – BOCC Approved)
	into	#22564410-5882	(Vacation Leave Payout)
\$1,200.00	from	#22564410-5910	(Other Expense)
	into	#22564410-5882	(Vacation Leave Payout)
\$800.00	from	#22564410-5940	(Travel)
	into	#22564410-5882	(Vacation Leave Payout)
\$2,000.00	from	#22564410-5998	(Reserve/Contingency)
	into	#22564410-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor Appropriation Adjustment file Solid Waste (file)

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

Resolution

Number 21-0066

Adopted Date January 12, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS

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

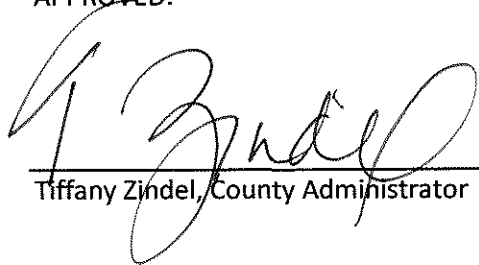
Tina Osborne, Clerk

cc: Commissioners file

REQUISITIONS

Department	Vendor Name	Description	Amount
CSV	WARREN COUNTY COMMUNITY SERVICES INC	CSV TIP PROGRAM	\$ 50,000.00
CSV	WARREN COUNTY COMMUNITY SERVICES INC	CSV BABY TIP PROGRAM	\$ 50,000.00
SHE	CORRECTIONAL HEALTHCARE CO LLC	SHE.JAIL MEDICAL	\$ 755,157.79
WAT	INDIANA & OHIO RAILWAY COMPANY	SOUTH UNION RD PROJECT RAILWAY PERMI	\$ 4,500.00

1/12/2021 APPROVED:



Tiffany Zindel, County Administrator

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

Resolution

Number 21-0067

Adopted Date January 12, 2021

APPROVE AND AUTHORIZE WARREN COUNTY ADMINISTRATOR
TO SIGN AND SUBMIT THE US DEPARTMENT OF THE TREASURY EMERGENCY
COVID-19 RENTAL ASSISTANCE ACCEPTANCE OF USE OF AWARD TERMS AND
COMPLETED PAYMENT INFORMATION

WHEREAS, Warren County desires to apply for the US Department of the Treasury Emergency Rental Assistance Covid-19 Emergency Rental Assistance Program and must submit an Acceptance of Use of Award Terms and Completed Payment Information; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the County Administrator to sign and submit US Department of the Treasury Emergency Rental Assistance Covid-19 Emergency Rental Assistance Program, as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of January 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—U.S. Department of Treasury
OGA (file)

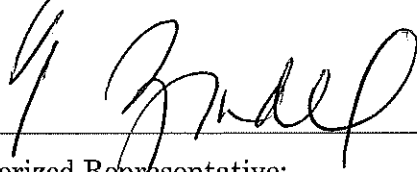
OMB Approved No.: 1505-0266
Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [Recipient to provide] Warren County Commission 406 Justice Drive Lebanon Ohio 45036	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] DUNS - 784327608 Tax ID - 31-6000058
--	--

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Authorized Representative:

Title: [To be signed by chief executive officer if recipient is a local government.]

Date signed:

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
 - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

An official website of the United States Government



U.S. DEPARTMENT OF THE TREASURY

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*For best site performance, it is recommended that you use Chrome, Mozilla-Firefox or Safari. Application is also compatible with Internet Explorer 10 or newer.

1 GENERAL INFORMATION

RECIPIENT INFORMATION

2 RECIPIENT INFORMATION

Recipient Name

Warren County Board of Commissioners

3 RECIPIENT TYPE

Recipient's Taxpayer ID Number (XX-XXXXXXX)

31-6000058

FINANCIAL
4 INSTITUTION
INFORMATION

Recipient's DUNS Number (XX-XXX-XXXX)

78-432-7608

5 AWARD TERMS

US Postal Service Mailing Address

Street

406 Justice Drive

City

Lebanon

State/Territory

OH

Postal Code +4 (XXXXX-XX)

45036-0000

First Name of Authorized Representative for the Government Entity

Tiffany

Last Name of Authorized Representative for the Government Entity

Zindel

Title of Authorized Representative for the Government Entity

County Administrator

Contact Person First Name

Susanne

Contact Person Last Name

Mason

Contact Person Title

Grants Administrator

Contact Person Phone (XXXXXXXXXX)

(513) 695-1210

العربية | 中文 | Español | 한국어 | Italiano | हिन्दी
Terms Policy • Google Privacy • Privacy Act • Site
Required Plugins: Adobe® Reader®, Adobe® Flash Pla...

Contact Person Email

masosii@co.warren.oh.us



Previous

An official website of the United States Government



U.S. DEPARTMENT OF THE TREASURY

BACK TO TREASURY.GOV

*For best site performance, it is recommended that you use Chrome, Mozilla-Firefox or Safari. Application is also compatible with Internet Explorer 10 or newer.

1 GENERAL INFORMATION

FINANCIAL INSTITUTION INFORMATION

2 RECIPIENT INFORMATION

Routing Transit Number (Wire)

042205708

3 RECIPIENT TYPE

Confirm Routing Transit Number (Wire)

042205708

4 FINANCIAL INSTITUTION INFORMATION

Routing Transit Number (ACH)

042205708

5 AWARD TERMS

Confirm Routing Transit Number (ACH)

042205708

Recipient's Account Number

6508629

Confirm Recipient's Account Number

6508629

Financial Institution Name

Lebanon Citizen Bank

Financial Institution Address

730 Columbus Ave. Lebanon, OH 45036

Financial Institution Telephone Number (XXXXXXXXXX)

(513) 932-1414

Previous