

Resolution

Number 23-0589

Adopted Date May 16, 2023

AMEND RESOLUTION #23-0403 APPROVING THE HIRING OF LAURA RUSSELL AS ON-GOING CASEWORKER I, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to Resolution #23-0403 adopted April 4, 2023, this Board approved the hiring of Laura Russell with a start date of June 19, 2023; and

WHEREAS, Mrs. Russell has requested a start date of May 30, 2023; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #23-0403, adopted April 4, 2023, to reflect the correct start date to May 30, 2023.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: L. Russell's Personnel file
Children Services (file)
OMB – Sue Spencer

Resolution

Number 23-0590

Adopted Date May 16, 2023

AMEND RESOLUTION #22-1987, APPROVING A PAY INCREASE FOR CARRIE MARSHALL WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, pursuant to Resolution #22-1987, adopted December 20, 2022 this Board approved a pay increase to \$17.60 per hour, for Carrie Marshall, Eligibility Referral Specialist II; and

WHEREAS, the correct rate of pay for said employee is \$18.88 per hour; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #22-1987, adopted December 20, 2022, to reflect the correct rate of pay, for Carrie Marshall, of \$18.88 per hour, and a retroactive payment beginning December 31, 2022.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: C. Marshall's Personnel file
Human Services (file)
S. Spencer

Resolution

Number 23-0591

Adopted Date May 16, 2023

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO ALEX MOKRYCKI,
WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Alex Mokrycki; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Alex Mokrycki not to exceed twelve (12) weeks; pending further documentation from Mr. Mokrycki's physician.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Telecom (file)
A. Mokrycki's FMLA file
OMB – Sue Spencer

Resolution

Number 23-0592

Adopted Date May 16, 2023

HIRE EAVAN KUEHNLE AS AN INTERN WITHING WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Ms. Kuehnle will assist Emergency Services with multiple projects; and

NOW THEREFORE BE IT RESOLVED, to approve the hiring of Eavan Kuehnle as an Intern within Warren County Emergency Services, non-exempt status (up to 40 hours per week), \$14.00 per hour, classified, effective May 22, 2023, subject to a negative drug screen and background check (BCI); and

BE IT FURTHER RESOLVED, Ms. Kuehnle's employment is temporary will end in August 2023 or sooner if assistance is no longer needed.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

cc:

Emergency Services (file)
E. Kuehnle's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0593

Adopted Date May 16, 2023

HIRE MICHELE BRANHAM AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Michele Branham, as Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$18.88 per hour, under the Warren County Job and Family Services compensation plan, effective May 30, 2023, subject to a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

cc: Human Services (file)
M. Branham's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0594

Adopted Date May 16, 2023

HIRE JODY SCHENKEL AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

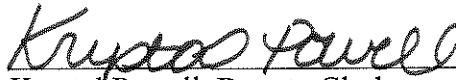
BE IT RESOLVED, to hire Jody Schenkel, as Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$18.88 per hour, under the Warren County Job and Family Services compensation plan, effective May 30, 2023, subject to a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

cc: Human Services (file)
J. Schenkel's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0595

Adopted Date May 16, 2023

HIRE SARAH SMITH AS ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Sarah Smith, as Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #12, \$19.45 per hour, under the Warren County Job and Family Services compensation plan, effective May 30, 2023, subject to a negative drug screen, background check, and a 365-day probationary period, and

BE IT FURTHER RESOLVED, Ms. Smith will not be eligible for the typical three percent increase upon meeting probation as her wage reflects her experience.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

H/R

cc: Human Services (file)
S. Smith's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0596

Adopted Date May 16, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ALEXANDER LUCAS WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Alexander Lucas, Emergency Communications Operator within the Warren County Emergency Services Department, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Alexander Lucas's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$20.80 per hour effective pay period beginning May 18, 2023.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

Resolution

Number 23-0597

Adopted Date May 16, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR ALEX WICKER WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, Alex Wicker, Infrastructure System Analyst within the Warren County Telecommunications Department, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Alex Wicker's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.15 per hour effective pay period beginning May 20, 2023.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Telecom (file)
A. Wicker's Personnel File
OMB – Sue Spencer

Resolution

Number 23-0598

Adopted Date May 16, 2023

ACCEPT RESIGNATION OF STACEY NEWDIGATE, BUSINESS MANAGER, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE MAY 19, 2023

BE IT RESOLVED, to accept the resignation of Stacey Newdigate, Business Manager, within the Warren County Department of Job and Family Services, Human Services Division, effective May 19, 2023.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Human Services (file)
S. Newdigate's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-0599

Adopted Date May 16, 2023

ACCEPT RESIGNATION OF JILLIAN DAVIS, WATER AND SEWER UTILITY CLERK I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE MAY 19, 2023

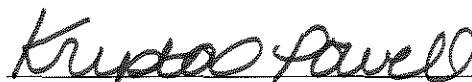
BE IT RESOLVED, to accept the resignation, of Jillian Davis, Water and Sewer Utility Clerk I, within the Warren County Water and Sewer Department, effective May 19, 2023.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Water and Sewer (file)
J. Davis' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-0600

Adopted Date May 16, 2023

AUTHORIZE THE POSTING OF THE "WATER AND SEWER UTILITY CLERK I" POSITION WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Water and Sewer Utility Clerk I" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water and Sewer Utility Clerk I" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning May 8, 2023.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

Resolution

Number 23-0601

Adopted Date May 16, 2023

AMEND RESOLUTION #23-0249 ADOPTED FEBRUARY 28, 2023 TO CORRECT CLAIM NUMBER REFERENCED THEREIN

WHEREAS, Resolution #23-0249 adopted February 28, 2023 needs amended to correct claim number referenced therein from 20-129823 to claim number TPA 18003436; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #23-0249 adopted February 28, 2023 to correct claim number 20-129823 to TPA 18003436.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

HR/

cc: Workers' Comp File
T Whitaker, OMB
c/a—Bowman, Thomas

Resolution

Number 23-0602

Adopted Date May 16, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO THE AERO- MARK COMPANY, LLC
FOR THE 2023 STRIPING PROJECT

WHEREAS, bids were closed at 9:00 a.m., on May 3, 2023, and the bids received were opened and read aloud for the 2023 Striping Project, and the results are on file in the Commissioners' Office;
and

WHEREAS, upon review of such bids by Michael Ryan, Project Technician, The Aero- Mark Company, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer's Office, that it is the intent of this Board to award the contract to The Aero- Mark Company, LLC, 10423 Danner Drive, Streetsboro, Ohio 44241, for a total bid price of \$171,172.45; and

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

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 23-0603

Adopted Date May 16, 2023

ENTER INTO AN AGREEMENT WITH RECREATION OUTLETS, INC. FOR THE FY21 PLEASANT PLAIN PLAYGROUND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

WHEREAS, pursuant to Resolution #23-0242, adopted February 28, 2023, this Board authorized a request for proposals for the FY21 Pleasant Plain Playground Community Development Block Grant Project for the Office of Grants Administration; and

WHEREAS, or before March 31, 2023 the Office of Grants Administration received four (4) sealed proposals for the FY21 Pleasant Plain Playground Community Development Block Grant Project; and

WHEREAS, Recreation Outlets, Inc scored the highest among proposals and it is the recommendation of Susanne Mason, Program Manager, to enter into contract with Recreation Outlets, Inc., 885 State Route 28, Milford, OH 45150, for a total contract price of \$48,423.50, and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Recreation Outlets, Inc. for the FY 2021 Pleasant Plain Playground Community Development Block Grant Project on behalf of the Warren County Office of Grants Administration; as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: c/a—Recreation Outlets
OGA (file)

**Contract Between Warren County Board of Commissioners and Recreations Outlets
for the FY21 Pleasant Plain Playground CDBG Project**

This **AGREEMENT** is hereby entered into as of the date last signed below between **Warren County Board of Commissioners**, (hereinafter "County") whose business address is 406 Justice Drive, Lebanon, Ohio 45036 and **Recreations Outlets, Inc.** (hereinafter "Contractor") whose business address is 885 State Route 28, Milford, Ohio 45150.

RECITALS

WHEREAS, COUNTY as the Administrative Agent for the Community Development Block Grant Entitlement Program, the Warren County Board of Commissioners in partnership with the Village of Pleasant Plain, now seeks proposals for the purchase and turnkey installation of park playground equipment and playground upgrades for the Village of Pleasant Plain Park located at 10077 Main Street (State Route 132) Pleasant Plain, Ohio 45162.

WHEREAS, upon the County's issuance of a Request for Proposals (hereinafter "RFP"), Contractor was awarded this contract by County.

NOW THEREFORE, in consideration of the mutual undertakings and agreement hereinafter set forth, COUNTY and Contractor agree as follows:

ARTICLE 1. TERMS AND COST OF AGREEMENT:

1.1 Contractor shall install park upgrades to Pleasant Plain Park as described in its Response to the County's RFP, attached below as **Exhibit 1** and incorporated as if fully written herein. The COUNTY shall pay Contractor a total not to exceed **\$48,423.50**. The work shall commence by the 30th day of September 2023, and the project shall be fully completed within 40 days of commencement.

1.2 The installation shall be performed in a good and workman like manner with use of reasonable skill, care and diligence, and to not cause harm to the existing property.

1.3 Contractor shall be responsible for procuring the material and labor for the Pleasant Plain Park upgrade. Contractor shall also be responsible for all necessary and incidental equipment needed in order to meet the requirement for a complete installation and will be responsible for verifying the completeness of any parts lists and the overall suitability of the equipment to meet the main purpose of this Agreement.

1.4 The work described by this agreement shall be performed at the specific area identified and described in the RFP. Contractor shall work around COUNTY's schedule to ensure that there is no interruption of scheduled park events.

1.5 COUNTY shall make payment to Contractor in full upon satisfactory completion of the installation.

ARTICLE 2. EQUIPMENT AND SERVICES TO BE PROVIDED

2.1 The types of products and parts lists are specified in the attached **EXHIBIT 1**.

ARTICLE 3. GENERAL TERMS

3.1 **LICENSES, PERMITS AND APPROVALS:** Contractor shall obtain and pay for all permits, licenses and approvals necessary for the execution of this Agreement and shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work

3.2 **RIGHT OF ENTRY:** Contractor shall have the right to enter its property at Pleasant Plain Park for the time and to the extent necessary to perform the work described by this agreement, note the park is owned by the Village of Pleasant Plain and Contractor shall contact the Village of Pleasant Plain to gain park access.

3.3 **STORAGE OF MATERIALS:** Contractor shall be responsible for the safe storage of any equipment, products, or materials and COUNTY will not be responsible for loss of or damage to equipment, products, materials, or tools unless such loss or damage results from the negligence of COUNTY.

3.4 **ASSIGNMENT OF CONTRACTUAL RIGHTS:** Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement or its right, title or interest in or to any part thereof, without the prior written consent of COUNTY. Further, COUNTY shall approve in advance any subcontractors hired to perform the work described in this agreement.

3.5 **EXTRA WORK:** No claims for extra work will be allowed unless same shall have been previously ordered by COUNTY in a written change order

3.6 **DELIVERY REQUIREMENTS – CONTRACTOR RELEASE:** Contractor shall be excused from performance during the time and to the extent he is prevented from obtaining or delivering materials or performing his work in the customary manner by acts of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide COUNTY satisfactory evidence that non-performance is due to other than the fault or negligence of Contractor.

3.7 **CLEANING:** Each day during the installation, Contractor shall keep clean the portion of the premises where work is being done and remove from the premise any trash, litter, packing, or other materials that result from the performance of the Agreement.

3.8 **NOTICE AND SERVICE:** Any notice to Contractor from COUNTY relative to any part of this agreement shall be considered delivered and the service thereof completed when said notice is posted by certified mail to Contractor at his last given address or delivered in person to Contractor.

3.9 CLAIMS AND DISPUTES - Definition: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the COUNTY and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

3.10 TIME LIMIT ON CLAIMS: Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the other party.

3.11 CONTINUING CONTRACT PERFORMANCE: Pending final resolution of a Claim, Contractor shall proceed diligently with performance of the Contract, and COUNTY shall make payment for all satisfactorily completed work and all conforming equipment and materials properly installed.

3.12 CLAIMS FOR CONSEQUENTIAL DAMAGES: Contractor waives Claims for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Contractor for rental expenses, principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work.

3.13 RESOLUTION OF CLAIMS AND DISPUTES: Claims shall be submitted to the other party in writing, followed by negotiation of the parties which shall be required as a condition precedent to mediation or litigation of all Claims between Contractor and COUNTY arising prior to the date final payment is due.

3.14 MEDIATION: Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived, shall, after 30 days be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

3.15 RULES FOR MEDIATION: The parties shall endeavor to resolve their Claims by mediation. Any request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the commencement of litigation, but in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The mediator will be chosen by agreement of the parties. If they cannot agree, the mediator shall be selected by the court in which legal proceedings are filed.

3.16 COST AND LOCATION OF MEDIATION: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

3.17 INSURANCE: Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the COUNTY, who shall be listed as an additional insured party thereon. All certificates of insurance shall be submitted to the COUNTY prior to the commencement of work pursuant to this Agreement.

The insurance required below shall remain in effect throughout the term of this Agreement and must not be allowed to lapse by Contractor.

Contractor shall require that all subcontractors, including individuals hired as independent contractors, also maintain the insurance required below. The subcontractors shall provide certificates of insurance to Contractor, and Contractor shall provide copies of those certificates to the COUNTY before the subcontractors begin work.

Renewal certificates for Contractor and all subcontractors shall be submitted to the COUNTY for policies which expire during the term of this agreement, or work may be stopped, or payment delayed by the COUNTY.

3.18 INSURANCE REQUIREMENTS: Contractor agrees to defend, indemnify and hold harmless the COUNTY, its officers, agents and employees against any and all liability, loss, costs, damages and expenses which the COUNTY, its officers, agents or employees may hereafter sustain, incur, or be required to pay arising out of Contractor's performance or failure to adequately perform his obligations pursuant to this Agreement.

Contractor further agrees that it will at all times during the term of this Contract keep in force:

1. Commercial General Liability Insurance Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate (CGL), with coverage pertaining to operation and premises of Contractor and any of his job sites;
2. Automobile Liability Insurance including owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If motor vehicles are not used by Contractor in the performance of this Agreement, Contractor shall supply COUNTY with a letter to that effect;
3. Workers Compensation Insurance.

The following words must be on all certificates of insurance required hereunder: Thirty (30) days advance written notice of changes or cancellation of coverage will be given to the certificate holder. Any additional words such as: 'will endeavor to' or 'A failure to do so will impose no obligation' must be crossed off or deleted.

3.19 GOVERNING LAW AND VENUE: This Agreement is entered into within the State of Ohio, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and all statutory, legislative and regulatory provisions that are applicable to public Contracts in Warren County and the State of Ohio shall be followed with respect to this Agreement. Venue for all actions arising hereunder or related hereto shall lie in the courts of and for Warren County, Ohio.

3.20 RECORDS AVAILABILITY AND RETENTION: Pursuant to Ohio Statutes, Contractor agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

3.21 NON-DISCRIMINATION: During the performance of this Agreement, Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

3.22 MERGER AND MODIFICATION: It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated herein or attached hereto and are deemed to be part of this Agreement.

3.23 INDEPENDENT CONTRACTOR: Nothing contained in this Agreement is intended to or shall be construed as creating between COUNTY and Contractor the relationship of partners or joint venturers. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, OPERS, or other benefits available to COUNTY's employees shall accrue to the owners, officers or employees of Contractor or his subcontractors performing services under this Agreement.

3.24 WARRANTY: Contractor shall warrant to the COUNTY that the materials and labor to be provided shall conform to the specifications and be free from defects in materials and workmanship.

3.24.1 TIME OF WARRANTY: Contractor shall warrant all labor and materials for a period of 1 year from the date of final completion and acceptance of the total complete work by the COUNTY or beneficial use and occupancy thereof, whichever occurs first.

3.24.2 COMMENCEMENT OF WARRANTY: Warranty period shall commence at the time installation is completed by Contractor and written approval thereof is supplied by COUNTY or by beneficial use and occupancy by COUNTY, whichever occurs first. COUNTY shall not unreasonably withhold final approval

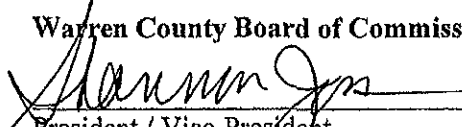
3.24.3 DESIGN PERFORMANCE: Contractor shall warrant that the installed park equipment and fixtures are capable of performing satisfactorily under normal use for which they are designed and that they are free from imperfections in design, materials or construction which would create hazards.

3.25 FEDERAL LABOR STANDARDS. Contractor shall comply with the Federal Labor Standards Provisions attached below in **Exhibit 2** and incorporated by reference as if fully written herein.

3.26 EXECUTION.

In Execution whereof, the authorized signatory of each party has executed this Agreement effective the date set forth below,

Wayren County Board of Commissioners,

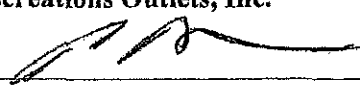


President / Vice-President

Shannon Jones 5/16/23
Printed Name Date

Resolution No. 23-0603

Recreations Outlets, Inc.



Authorized Signatory

Pete Delors 5/3/23
Printed Name Date

Approved as to form,



Adam M. Nice

Assistant Prosecuting Attorney



TRANSMITTAL LETTER

3-23-2023

WARREN COUNTY BOARD OF COMMISSIONERS

406 JUSTICE DRIVE

LEBANON, OHIO 45036

ATTN: SUSANNE MASON, GRANTS ADMINISTRATOR

RE: PROPOSAL FOR THE VILLAGE OF PLEASANT PLAIN PLAYGROUND CDBG PROJECT

RECREATIONS OUTLET HEREBY SUBMITS ITS PROPOSAL IN RESPONSE TO THE REQUEST FOR PROPOSALS ("RFP") FOR THE FY21 VILLAGE OF PLEASANT PLAIN PLAYGROUND CDBG PROJECT ISSUED BY THE WARREN COUNTY BOARD OF COMMISSIONERS (THE "OWNER").

AS A DULY AUTHORIZED REPRESENTATIVE OF RECREATIONS OUTLET, I HEREBY CERTIFY, REPRESENT, AND WARRANT AS FOLLOWS IN CONNECTION WITH THE PROPOSAL:

RECREATIONS OUTLET ACKNOWLEDGES RECEIPT OF THE RFP AND THE FOLLOWING ADDENDA:

NO. DATE

THE SUBMITTAL OF THE PROPOSAL HAS BEEN DULY AUTHORIZED BY, AND IN ALL RESPECTS IS BINDING UPON, RECREATIONS OUTLET. THE CERTIFICATE OF AUTHORIZATION SUBMITTED AS ATTACHMENT 1 TO THIS TRANSMITTAL LETTER EVIDENCES MY AUTHORITY TO SUBMIT THE PROPOSAL AND BIND RECREATIONS OUTLET.

RECREATIONS OUTLET HAS COMPLETELY REVIEWED AND UNDERSTANDS AND AGREES TO BE BOUND BY THE REQUIREMENTS OF THE RFP.

THE KEY PERSONNEL THAT WILL BE MEMBERS OF RECREATIONS OUTLET PROJECT TEAM INCLUDE AS FOLLOWS:

STEVE ELLIS – PROJECT MANAGER

JIM SCOTT – LEAD INSTALL MANAGER

ALL INFORMATION AND STATEMENTS CONTAINED IN THE PROPOSAL ARE CURRENT, CORRECT, AND COMPLETE, AND MADE WITH FULL KNOWLEDGE THAT THE OWNER WILL RELY ON SUCH INFORMATION AND STATEMENTS IN EVALUATING THE PROPOSALS.

Company Profile / Information

Location: Recreations Outlet

885 St Rt 28, Milford, Ohio 45150

Contact: Steve Ellis

Phone: 513-561-8695

Email: sellis@recreationsoutlet.com

Primary Business: Commercial & Residential playgrounds

43 years in service

40 employees

Legal Organization: S Corporation

Key Personnel Information: Steve Ellis

Address, Phone, & Email – same as above

15+ years in Commercial Playground Sales



KEY PERSONNEL INFORMATION

STEVE ELLIS, COMMERCIAL SALES – RECREATIONS OUTLET

513-607-3595 CELL

513-561-8695 OFFICE

EMAIL: sellis@recreationsoutlet.com

16 YEARS EXPERIENCE – COMMERCIAL PLAYGROUND PROJECTS

PETE DELOIS, OWNER – RECREATIONS OUTLET

513-383-7837 CELL

513-561-8695 OFFICE

EMAIL: pdelois@recreationsoutlet.com

35 YEARS EXPERIENCE - RESIDENTIAL AND COMMERCIAL PROJECTS



Recreations Outlet Commercial
885 State Route 28
Milford, OH
45150

3-22-2023
 Page 1 of 2

Customer Information

Phone: 513-831-7383
Fax: 513-561-0802

Quote Number: **9260678**

NOTE 1:

Cust #: 90-083252

Warren County Board Of Commissioners
 406 Justice Drive
 Lebanon OH 45036

Delivery Date:

NOTE 2:

Alternate ship to:

Primary Contact:

Sales Person: sellis

Part Number	Brand	Description	Ordered	List Price	Discount	Your Price	Total
FY21 VILLAGE OF PLEASANT PLAIN PLAYGROUND CDBG PROJECT							
COMMERCIAL-ITEM	Recreations Outlet, Inc.	PLAY STRUCTURE - HOOISER NEST	1	19,276.00		19,276.00	19,276.00
#PKP023P AGES 2-12 3.5" POST SYSTEM MIN SIZE AREA NEEDED: 25' X 32' SLIDES / CLIMBER / PLAY PANELS / MULTI LEVEL DECKS / ROOF							
COMMERCIAL-ITEM	Recreations Outlet, Inc.	2 BAY / 2 CANTILEVER SWINGS	1	3,916.00		3,916.00	3,916.00
#PSW220WSPB 8' HIGH SWING BEAM MIN SIZE AREA NEEDED: 32' X 44' 4 BELT SWINGS / 2 BUCKET SWINGS							
COMMERCIAL-ITEM	Recreations Outlet, Inc.	WHIZZY DIZZY	1	880.00		880.00	880.00
#PFS021 MIN SIZE AREA NEEDED: 14' X 14'							
COMMERCIAL-ITEM	Recreations Outlet, Inc.	FILBERT FROG FUN BOUNCE	1	634.00		634.00	634.00
#PFB004 MIN SIZE AREA NEEDED: 14' X 15'							
COMMERCIAL-ITEM	Recreations Outlet, Inc.	PEBBLE PATH	1	2,178.00		2,178.00	2,178.00
#PFS016P FALL HEIGHT - UP TO 24"							
COMMERCIAL-ITEM	Recreations Outlet, Inc.	FUNNEL BALL GAME	1	926.00		926.00	926.00
#PFS011S							
COMMERCIAL-FREIGHT	Recreations Outlet, Inc.	FREIGHT FROM MFG. TO JOB SITE	1	0.00		0.00	0.00
*MANUFACTURER DISCOUNT FOR MULTI ORDER - FREE!! REG. COST - \$1150							
COMMERCIAL-INSTALL	Recreations Outlet Installation	COMMERCIAL INSTALLATION	1	10,950.00		10,950.00	10,950.00

INCLUDES: LABOR / MILEAGE / CONCRETE / BOBCAT SERVICES
 INSTALLATION COSTS ARE BASED ON TYPICAL GROUND CONDITIONS AND EASY ACCESS TO THE JOB SITE;
 COMMERCIAL INSTALLATION DOES NOT INCLUDE REMOVAL OF EXISTING PLAYGROUND OR SURFACING.
 COSTS ARE SUBJECT TO CHANGE DUE TO UNFORESEEN CIRCUMSTANCES. WHILE EVERY PRECAUTION WILL BE
 TAKEN, WE CANNOT BE HELD LIABLE FOR INCIDENTAL DAMAGES CAUSED IN ACCESSING THE JOB SITE.

Continued Next Page



Recreations Outlet Commercial
 885 State Route 28
 Milford, OH
 45150

3-22-2023

Page 2 of 2

Phone: 513-831-7383
 Fax: 513-561-0802
 Install Date:

Invoice **9260678**

NOTE 1:

NOTE 2:

Customer Information

Cust #: 90-083252
 Warren County Board Of Commissioners
 406 Justice Drive
 Lebanon OH 45036

Alternate ship to:

Primary Contact:

Sales Person: sellis

Part Number	Brand	Description	Ordered	List Price	Discount	Your Price	Total
FY21 VILLAGE OF PLEASANT PLAIN PLAYGROUND CDBG PROJECT							
COMM-HDWD-MULCH	Mulch	COMMERCIAL GRADE HARDWOOD MULCH 1 CUBIC YARD	94	32.99		32.99	3,101.06
OVERALL AREA SIZE: 44' X 68' ADDING 10" DEPTH							
12"PLASTICBORDER	Action Play Systems	12" PLASTIC BORDER WITH SPIKE	56	42.99		42.99	2,407.44
DELMULCH	Action Play Systems	DELIVERY - MULCH	1	395.00		395.00	395.00
INSTALLMULCH	Recreations Outlet Installation	INSTALLATION - MULCH / BORDERS	1	3,760.00		3,760.00	3,760.00

Sub Total	\$48,423.50
Total	\$48,423.50

Thank you for choosing Recreations Outlet. Please sign below accepting that the purchaser approves the location of the product being installed and the equipment. It is the purchaser's responsibility to ensure that the play area is safe and free of any potential hazards. All equipment comes with a Manufacturer's Warranty.
 NOTE: Please notify Recreations Outlet of any relevant HOA covenants, or city & township zoning requirements prior to installation.

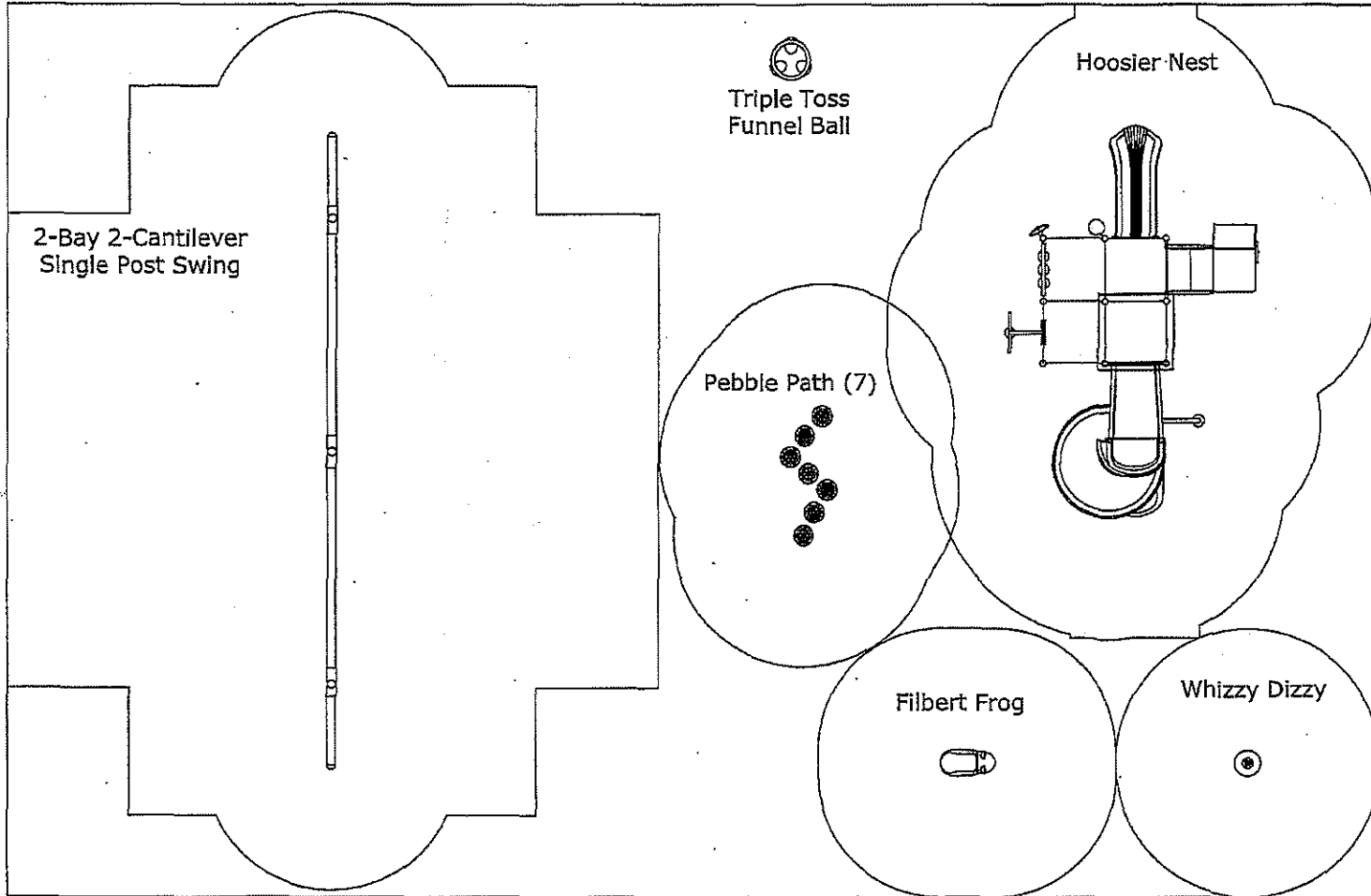
X _____ Date: _____

Recreations Outlet Milford: (513) 831-7383
 Recreations Outlet Powell: (614) 792-3700
 Recreations Outlet West Chester: (513) 469-1333

Recreations Outlet - Pleasant Plain

68'-0"

44'-0"

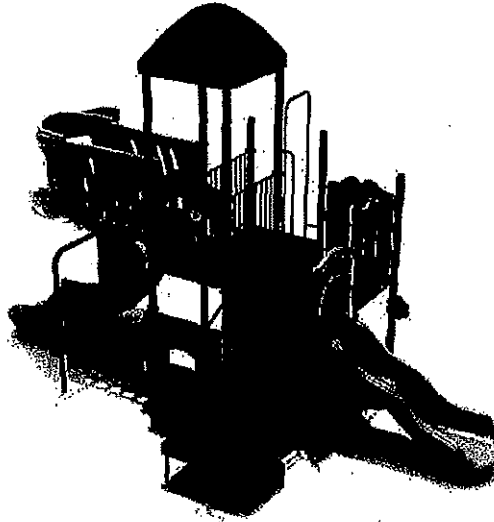


Perimeter: 224 ft
Area: ~2775 sq ft

Design Request #23-02665

Created On: March 27, 2023

The information provided on this sheet is subject to change without notice.




 Meets National Standards for: ✓ ASTM F1487-17 ✓ CPSC Guidelines #325

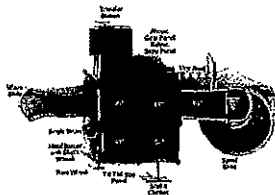
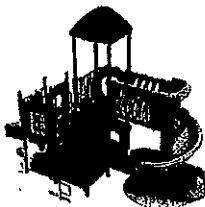
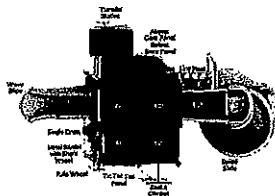
Product Description

Hoosier Nest is an exciting play structure that delivers a large amount of fun for a reasonable size and price. It has an Impressive Spiral Slide that winds down from its highest deck that draws children to the top of the structure. It also has a smaller Straight Slide for kids who want a quicker and less intense ride that requires less climbing. The structure also has three different activity panels, which offer a range of activities for children to enjoy. There is a Gear Panel, which is great for younger children who just want to exercise their imaginations. There is also a Tic-Tac-Toe Panel, for kids who want to play a game against their friends. Finally, kids can run their own business with the Store Panel located beneath the top deck. Whatever kids are looking for, it can surely be found in the Hoosier Nest.

Product Specifications

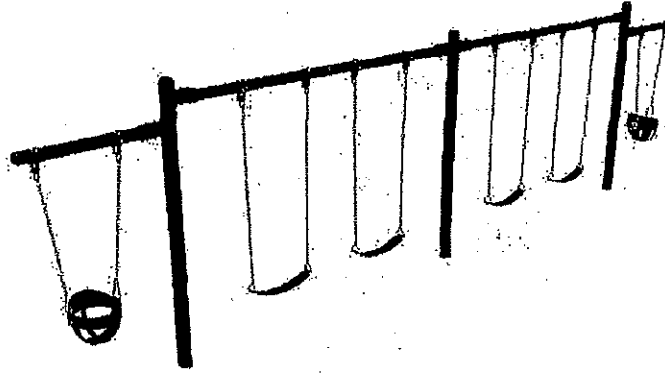
Price: \$19,276.⁰⁰
Model Number: PKP023P
Age Range: 2-12 years
Child Capacity: 28-32
Fall Height: 66"
Post Diameter: 3.5-inch
Product Type: Quick Ship
Safety Zone: 24' 4" x 31' 3"

✓ **ADA Compliant** 
Elevated | 6 components
Ground Level | 3 components





**7/8 feet high Elite Cantilever Swing -
2 Bays 2 Cantilevers
\$3,916.⁰⁰**



 Meets National Standards for: ✓ ASTM F1487-17 ✓ CPSC Guidelines #325

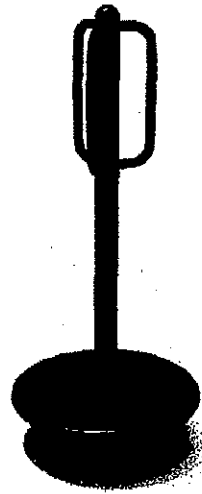
Product Description

The 7/8 feet high Elite Cantilever Swing - 2 Bay 2 Cantilevers guarantees that every child who visits your playground will find a swing that is just right for them. The two central bays each house a pair of swings which hang from long chains to grant them a large range of motion. The two swings beneath the cantilevers at the edges have shorter chains with more spaced-out hangers for a slower, more gentle ride. The central bays are ideal for belt seats, which are good for children ages 2 to 12, while the cantilevers are perfect for bucket seats which are designed to safely contain and support small riders who might have difficulty hanging on. However, it can also be ordered without any chains or seats, so that you can attach any swings you prefer to the frame (other great swing seat options are available on this site).

Product Specifications

- Price:** \$3,916.⁰⁰
- Model Number:** PSW220WSPB
- Fall Height:** 96"
- Post Diameter:** 5-inch
- Product Type:** Swing Sets
- Safety Zone:** 32' x 43' 4"





 Meets National Standards for: ✓ ASTM F1487-17 ✓ CPSC Guidelines #325

Product Description

The Whizzy Dizzy is a compact piece of playground equipment with a small spinning platform. Although it looks fairly small and simple, it is a source of limitless fun for children. It works similarly to a larger playground merry go round, but made for optimal use by one or two children at a time. Users will plant one foot on the round platform, and use the other to push off on the ground. The center post has three convenient handrails to hold on to for safety. Unlike a standard merry go round, the Whizzy Dizzy is light enough for an individual child to easily get it spinning with a significant amount of momentum. With the help of a friend, they may be able to propel themselves faster, with a little coordination and teamwork. This item is recommended for children ages two and up.

Product Specifications

Price: \$880.⁰⁰
Model Number: PFS021
Age Range: 2-12 years
Child Capacity: 2
Fall Height: 12"
Product Type: Spinners
Safety Zone: 13' 3" x 13' 3"



 Meets National Standards for: ✓ ASTM F1487-17 ✓ CPSC Guidelines #325

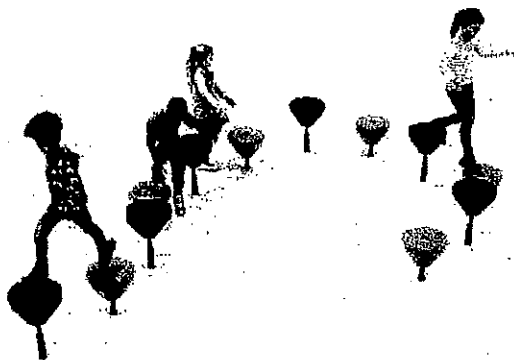
Product Description

When it comes to the Filbert Frog Fun Bounce, it's not just easy being green, it's a whole lot of fun. Pre-kindergarteners will delight in hopping on and seeing where Filbert takes their young imagination. They can take a dip in swampy waters to hang out with the little tadpoles below the surface or hop along the forest floor on the hunt for a dragonfly dinner. Wherever your child's mind runs, Filbert will be there to transport them as they bounce about on his froggy back. Filbert includes a comfortable molded green plastic frog seat, heavy duty spring, and a mounting plate, making him a safe as well as fun ride. Filbert, being a conscientious frog, has also included a handle on his back to make sure his little preschool companions stay put as they bound between the lily pads in the world of make-believe. So, hop to it, and add Filbert Frog Fun Bounce to your playground today.

Product Specifications

Price: \$634.⁰⁰
Model Number: PFB004
Age Range: 2-5 years
Child Capacity: 1
Fall Height: 26"
Product Type: Spring Rides
Safety Zone: 13' 4" x 14' 9"





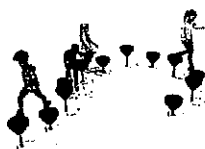
 Meets National Standards for: ✓ ASTM F1487-17 ✓ CPSC Guidelines #325

Product Description

The Pebble Path is a wonderful activity that can be installed right into the surfacing of your playground. This set consists of 12 individual Pebble Step Climbers, which children will gleefully hop across as they travel down the Pebble Path. The flat, circular tops of the pebbles have a surface that has a high level of traction, which makes it easier and safer for children to maintain their balance while standing on one. The pebbles can be set at different heights, which adds to the variance and difficulty of the Pebble Path, making kids consider the size of their steps and watch their footing. The steps have an alternating color scheme, with every other pebble being a different color. Choose the color or colors that best goes with the design of your playground, and the Pebble Path will fit right in.

Product Specifications

- Price:** \$2,178.⁰⁰
- Model Number:** PFS016P
- Age Range:** 2-12 years
- Fall Height:** Up to 24"
- Product Type:** Balance
- Safety Zone:** Dependent on arrangement





 Meets National Standards for: ✓ ASTM F1487-17 ✓ CPSC Guidelines #325

Product Description

She shoots, she scores! With the Funnel Ball Game, the points keep coming and the game just gets more fun. By introducing a funnel ball post and funnel to your play space, any kid with a ball can get a game going that can last for hours. The game is simple: shoot the ball into the 8-foot high funnel where it will mull around until it exits one of the three 11-inch holes, numbered one through three so kids can keep score as the game progresses. Then, catch the ball and shoot again. As they play, kids will practice shooting and catching the ball, competing, sharing, counting, and playing together. The game has plenty to offer kids from preschool age up through the end of elementary school. The youngest kids can practice counting and their catching skills, while older kids can build up team play and competitive social skills while productively and healthily working out their excess energy. With the Funnel Ball Game, everyone will be having fun and feeling good, including Mom and Dad. Coming in Pacific Blue, Primary Red, Rainforest Green, and Sunglow Yellow, the Funnel Ball Game will ...

Product Specifications

Price: \$926.⁰⁰
Model Number: PFS011S
Product Type: Games
Age Range: 2-12 years
Safety Zone: None required





Warranty Information

- 100 year limited warranty on aluminum and steel upright posts against structural failure due to deterioration, corrosion, or workmanship.
- 100 year limited warranty on hardware against structural failure due to deterioration, corrosion, or workmanship.
- 100 year limited warranty on post caps and clamps against structural failure due to deterioration, corrosion, or workmanship.
- 15 year limited warranty on rails, rungs, rigid climbers, loops and decks against structural failure or workmanship.
- 15 year limited warranty on all HDPE and rotational molded plastic components against structural failure due to materials or workmanship.
- 5 year limited warranty on cables and nets against premature wear due to natural deterioration or manufacturing defects.
- 5 year limited warranty on Swing Set Frames and Frame Hardware
- 5 year limited warranty on PVC coating against cracking and peeling.
- 3 year limited warranty on all blow molded plastics against structural failure due to materials or workmanship.
- 1 year limited warranty on moving parts against structural failure due to materials or workmanship.
- 1 year limited warranty on all materials and products not covered above against failure due to materials or workmanship including swing parts (seats, hangers, chains, connectors).
- 1 year limited warranty on all adult fitness equipment.

PlaygroundEquipment.com warrants to its original customer for as long as the original customer owns the product and uses the product with normal use, installation, and maintenance in accordance with published specifications to be free from defects in materials and workmanship.

This warranty does not cover damage from misuse, vandalism, modified parts or damage such as dents, scratches, fading/weathering and normal wear and tear. The warranty does not cover the cost of freight or labor for removal and installation of repaired or replacement parts.

Warranty claims must be filed within the applicable warranty period. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.

Repair/Replacement orders for warranted products will be for the component part only. (Not the entire product.) Contact your PlaygroundEquipment.com distributor for a return authorization.

Warranties are limited to repair or replacement of defective parts. A repaired or replacement part is covered only for the original warranty period. All warranties begin on the delivery date of the goods. Warranties are non-transferable and only apply to end users who purchase new products directly from PlaygroundEquipment.com or an authorized PlaygroundEquipment.com distributor for personal or business use and not for purpose of re-distribution or re-sale. No other warranties apply.



COMMERCIAL PLAYGROUND PROJECT – REFERENCES

Little Miami Schools

Gene Blake, Director of Support Operations

513-899-5128 gblake@lmsdoh.org

Cincinnati Reds

Bill Reinberger, V.P. of Corporate Partnerships

513-765-7030 breinberger@reds.com

Village of Clarksville

Wade Hall, President, Friends of Clarksville

937-728-4318 friendsofclarksville@gmail.com

Washington Township

Robin Brewer

513-553-2072 rbrewer@washingtontwpclermont.org

Client#: 1870783

RECREOUT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services, LLC 8000 Norman Center Drive, Suite 400 Minneapolis, MN 55437	CONTACT NAME: Rebecca Costello PHONE (A/C, No, Ext): 610.619.5860 FAX (A/C, No): EMAIL ADDRESS: rebecca.costello@usi.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Cincinnati Specialty Underwriters Ins 13037 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Recreations Outlet, Inc. 885 State Route 28 Milford, OH 45150	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CSU0087554	08/01/2022	08/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		CSU0087555	08/01/2022	08/01/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	CSU0087554 Ohio Stop Gap	08/01/2022	08/01/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Warren County Board of Commissioners 406 Justice Drive Lebanon, OH 45036	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT
*THIS SECTION SHOULD BE FULLY COMPLETED WHETHER OR NOT YOU AS A
VENDOR/CONTRACTOR OWN PROPERTY IN WARREN COUNTY, OHIO.*

AFFIDAVIT

STATE OF OHio)
COUNTY OF Clermont)

SS:

Steve Ellis being duly cautioned and sworn, states as follows:

1. That he/she is Commercial Sale of
Recreations Outlet (Title)
(Name of Contracting Party)

2. That Recreations Outlet is not presently
(Name of Contracting Party)
charged with any delinquent Real and/or Personal property taxes on the general tax list of
Real and/or Personal property of Warren County.

-OR-

1. That _____ is charged with
(Name of Contracting Party)
delinquent Real and/or Personal property tax on the general tax list of Real and/or Personal
property of Warren County. The amount of delinquent Real and/or Personal property tax due
and unpaid including any due and unpaid penalty and interest is:
\$ _____

Further, affiant states not.

Steve Ellis
Affiant

Sworn to and subscribed in my presence this 28 day of March 2023

C. Britton
Notary Public

This instrument was prepared by Recreations Outlet

Note to Fiscal Officer: If any Real and/or Personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT

On this 28 day of March, 2021, before me appeared Steven Ellis personally known to me to be the person described in and who executed this Recreations Outlet and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public in and for the state of OHIO

(SEAL)

(Name printed)
Residing at
My commission expires



Colleen Bitzer
Notary Public, State of Ohio
Commission #: 2023-RE-858345
My Commission Expires 01-11-2028

CERTIFICATE OF AUTHORIZATION*

I, Steve Ellis, a resident of Hamilton County in the State of Ohio DO HEREBY CERTIFY that I am the Clerk/Secretary of Recreations Outlet a corporation duly organized and existing under and by virtue of the laws of the State of Ohio; that I have custody of the records of the corporation; and that as of the date of this certification, Steve Ellis holds the title of Commercial Sales of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for the FY21 Village of Pleasant Plain Playground CDBG Project, issued by the Warren County Board of Commissioners and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this 28 day of March 2023.

(Affix Seal Here)

Clerk/Secretary



Colleen Bitzer
Notary Public, State of Ohio
Commission #: 2023-RE-858345
My Commission Expires 01-11-2028

* Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the proposal. Modify this certificate for use by other than a corporation or corporations.

The proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.

The Respondent will comply with any applicable state and federal equal opportunity and affirmative action requirements associated with the funding of this Project.

Neither the Respondent, nor the Guarantor is currently suspended or debarred from doing business with any governmental entity.

No person or selling agency has been employed or retained to solicit the award of the Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Respondent.

The Respondent's contact person who will serve as the interface between the Owner and the Respondent is:

Name: *Steve Ellis*
Title: *Commercial Sales*
Address: *885 State Route 28, Milford, Ohio 45150*
Phone: *513-561-8695*
Fax:
Email: *sellis@recreationsoutlet.com*

Name of Respondent *Steve Ellis, Recreation outlet*
Name of Designated Signatory *Steve Ellis, Steve Ellis*
Signature *Steve Ellis*
Title *Commercial Sales*

(Notary Public)
State of OHIO
County of HAMILTON



Colleen Bitzer
Notary Public, State of Ohio
Commission #: 2023-RE-858345
My Commission Expires 01-11-2028



Bid Bond

CONTRACTOR:
(Name, legal status and address)
Recreations Outlet Inc

885 State Route 28
Milford, OH 45150

OWNER:
(Name, legal status and address)
Warren County Board of Commissioners

406 Justice Drive
Lebanon, OH 45036

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
FY21 Village of Pleasant Plain Playground CDBG Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of March, 2023.

X Lori Ponder
(Witness)

Recreations Outlet Inc
(Contractor as Principal) *(Seal)*

X [Signature] President
(Title)

X [Signature]
(Witness)

The Ohio Casualty Insurance Company
(Surety)

[Signature]
(Title) Kurt J Stevens - Attorney in Fact



BID-0017905

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.



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

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Recreations Outlet Inc
Agency Name: BERG-BERRY ASSOCIATES
Obligee: Warren County Board of Commissioners
Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount
Bond Number: BID-0017905

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kurt J Stevens in the city and state of CINCINNATI, OH, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company
By: David M. Carey, Assistant Secretary

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 31st day of March, 2023.



By: Renee C. Llewellyn, Assistant Secretary



Liberty Mutual Surety: Cincinnati
8044 Montgomery Rd, Suite 150E
Cincinnati, OH 45236
(513) 984-2222 Fax: (866) 548-6645

SURETY BOND PACKAGE

Thank you for choosing Liberty Mutual Surety for your bonding business. The enclosed package is a complete set of bond documents. Please file the documents in this bond package that are required by the Obligee. Some documents may not need to be filed.

Please review the bond to ensure it is accurate - correct form, obligee, principal (contractor) details, etc. It is ultimately the responsibility of the agent and contractor to ensure the bond provided is the correct form and is properly completed. For immediate changes or corrections, please contact your Liberty Mutual Surety office listed above.

Use the following checklist to ensure the documents are properly signed and distributed.

- The principal must sign the bond as the name is printed on the bond form. If the principal is a company, any officer of the company may sign the bond.
- Kurt J Stevens must sign the bond on behalf of the Surety with the name as it is printed on the bond.
- A Power of Attorney form is included in the bond package. This form should be attached to the bond and filed with the obligee.
- Principal and attorney-in-fact signatures must be witnessed.
- Once bid results are in, report results to your Liberty Mutual Surety office underwriter or underwriting assistant.

Liberty Mutual Surety, as part of Liberty Mutual Group, has updated its Privacy Policy, applicable to all our U.S. customers, to comply with the California Consumer Privacy Act (CCPA). Details may be read here: <https://www.libertymutualgroup.com/about-1m/corporate-information/privacy-policy>



Liberty Mutual Surety, Cincinnati
8044 Montgomery Rd, Suite 150E
Cincinnati, OH 45236
(513) 984-2222 Fax: (866) 548-6645

BID BOND RESULTS

You have received a bid bond for the project listed below. Once bid results are in, please complete the Bid Results Section and return this to your agent or Liberty Mutual Surety underwriter or underwriting assistant at the office listed above. If you do not know the results other than your own, please indicate in the Comments.

Reference #: **BID-0017905**
Contractor Name: **Recreations Outlet Inc**
Bid Date: **March 31, 2023**
Bid Amount: **5% of Bid Amount**
Est. Contract Amount: **\$48,423.50**
Obligee: **Warren County Board of Commissioners**
Project Description: **FY21 Village of Pleasant Plain Playground CDBG Project**

----- *BID RESULTS SECTION* -----

Contractor Name _____ 1st low bid \$ _____
Contractor Name _____ 2nd low bid \$ _____
Contractor Name _____ 3rd low bid \$ _____

If you are the low bid and the spread between your bid and the 2nd low bid is more than 10% please explain: _____

If you are not in the top 3 low bids, what is your bid price? \$ _____

Comments: _____

Resolution

Number 23-0604

Adopted Date May 16, 2023

ADVERTISE FOR BIDS FOR THE 2023 WATER TREATMENT CHEMICALS PROJECT

BE IT RESOLVED, to advertise for bids for the 2023 Water Treatment Chemicals Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of May 21, 2023; bid opening to be June 7, 2023 @ 9:15 a.m.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

MZ

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 23-0605

Adopted Date May 16, 2023

AUTHORIZE THE COMMON PLEAS COURT ADMINISTRATOR TO SIGN ELECTRONIC MONITORING SERVICE AGREEMENT NO. 042623KL2 AND DEMONSTRATION AGREEMENT WITH BI INCORPORATED FOR ELECTRONIC MONITORING/SERVICE ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT SERVICES, ADULT PROBATION DIVISION

BE IT RESOLVED, to authorize the Common Pleas Court Administrator to sign an electronic monitoring service agreement and demonstration agreement with BI Incorporated for electronic monitoring/service on behalf of Warren County Common Pleas Court Services, Adult Probation Division; said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a — BI Incorporated
Common Pleas (file)

**ELECTRONIC MONITORING SERVICE AGREEMENT
AGREEMENT NO. 042623KL2**

This Electronic Monitoring Service Agreement (“**Agreement**”) is made between BI INCORPORATED (“**BI**”), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and WARREN COUNTY COMMON PLEAS COURT / ADULT PROBATION (“**Agency**”) with its principal place of business at 550 Justice Drive, Lebanon, OH 45036. This Agreement is effective as of the date of the last signature below (“**Effective Date**”). Capitalized terms in this Agreement have the meanings as set forth in Section 16, as defined where used in this Agreement, or if not in the foregoing, based on their context, as commonly used within the industry. The parties agree as follows:

1. PURCHASE OF SERVICES. Pursuant to the terms of this Agreement and orders accepted by BI, Agency may purchase, and BI shall sell to Agency certain Monitoring Services as listed on Schedule A, attached hereto and incorporated herein.

2. MONITORING SERVICE

2.1 Description. The “**Monitoring Service**” as set forth in Schedule A may include Equipment or Units, Software Applications, and/or access to BI’s central host computer system running the Software Applications. Units are issued to the customers or placed on Clients by the Agency. The Units communicate with the Software Applications through cellular telephone service or the Client’s landline telephone service, which are subject to the telco terms and conditions.

2.2 System Maintenance. Agency acknowledges that BI must perform periodic maintenance on the host computer systems. The system may be inaccessible during the performance of such maintenance. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

3. BI’s SERVICES

3.1 Training.

3.1.1 Initial Training. BI will provide an initial training session at no cost to Agency regarding the operation and use of the Monitoring Services elected. Agency is required to complete training prior to the commencement of marketing or selling the Monitoring Services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training.

3.1.2 BI TotalAccess Training. All BI TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

3.1.3 Additional Training. Additional training is available subject to applicable service fees.

3.2 Agency Support. BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, Monitoring Services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

3.3 Rental Maintenance. BI shall maintain the Equipment at its expense. Maintenance will be performed at BI’s facility. Notwithstanding such obligation, unless otherwise specified in Schedule A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency’s negligence or (ii) the damage or destruction of the Equipment by parties other than BI, including but not limited to Client’s mishandling of Equipment. Shipment shall be in accordance with BI’s Return Material Authorization (RMA) Policy described in subsection 4.5 below.

3.4 Telecommunications Service. Certain BI products require wireless telecommunications service (“**Telco Service**”) in order to transmit voice and/or data from the device. BI products requiring Telco Service include BI TAD Plus Cellular, BI Mobile, BI LOC8/LOC8 / LOC8 XT, BI HomeGuard 20|20, and BI SL3. BI products requiring Telco Service may change from time to time. Agency is responsible for payment to BI of charges for Telco Service, which are included in the Unit Rental Charge for Units supplied by BI. Failure to pay these charges may result in suspension or termination of Telco Service, without which the device cannot transmit monitoring or tracking information to Agency.

3.5 Service Interruption. The Monitoring Services are made available to Clients when the Equipment is in operating range of the provider of such Monitoring Services. In addition, Monitoring Services may be temporarily interrupted, refused or limited at any time because of transmissions limitations caused by atmospheric and topographical factors outside of BI’s or service provider’s control, or equipment modifications, upgrades, repairs or similar other activities. Individual data transmissions may be involuntarily delayed for a variety of reasons, including the above, weak batteries, system over-capacity, and the Client’s movement outside of the service area.

4. EQUIPMENT AND UNITS

4.1 Supplied by BI. All orders for Units are subject to BI's reasonable review and acceptance consistent with this Agreement. BI shall have no liability to Agency with respect to orders that are not accepted. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice from Agency of such need at least five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI hereunder shall be subject to all charges set forth in Schedule A, as applicable. Agencies utilizing such BI supplied Equipment, and except as expressly set forth otherwise on Schedule A, shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and tool kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Schedule A.

4.2 Supplied by Agency. Agency may, subject to prior written approval by BI, supply its own equipment to be utilized in connection with the Monitoring Services. Any such equipment must be compatible with BI's host computer monitoring system. Equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Supplies for equipment owned or supplied by Agency.

4.3 Inspection of Equipment. Upon two (2) business days' prior notice, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting and observing its use, or conducting an inventory count.

4.4 Freight. BI will pay for the cost to ship Units and other Equipment, Supplies and accessories to Agency and to ship Units and other Equipment from Agency pursuant to the RMA policy below. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the full cost of such alternative shipping method.

4.5 Return Material Authorization (RMA) Policy. Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, without an RMA number, or not eligible for BI rental maintenance (e.g., Client or Agency damaged the Equipment) will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

5. AGENCY'S OBLIGATIONS.

5.1 Agency represents and warrants during the Term that Agency shall:

- (i) retain complete authority and responsibility for Client selection, enrollment and alert management;
- (ii) be responsible for all liaison work with the involved courts and/or agencies;
- (iii) fulfill all Agency requirements to access and utilize the Monitoring Service;
- (iv) perform or oversee orientation and Equipment guidelines in compliance with applicable BI policies;
- (v) ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment;
- (vi) be responsible for the proper use, management and supervision of Equipment; and
- (vii) ensure that users have completed training in access and use of the Monitoring Service, including BI TotalAccess.

5.2 Agency represents and warrants during the Term that it shall: (1) notify its customers and Clients that Monitoring Services should only be used for the purposes and in the manner for which they were designed and supplied, and that warning notices should not be removed or obscured, (2) pass through all applicable Documentation provided by BI to its customers and Clients, (3) not remove or obscure any warning notices displayed on Equipment, (4) not breach any customer or Client agreement; (5) not mishandle or use the Monitoring Services in an unauthorized manner or authorize or promote a customer or Client to do so; (6) not use or promote the use of any Monitoring Services in combination with equipment, software, or other items not intended or authorized for use with the Equipment, or in an application or environment for which they were not designed, or authorize or promote a customer or Client to do so; and (7), not make any statements, claims, representations or warranties relating to Monitoring Services, other than as authorized or made by BI in writing.

6. COST OF SERVICES

6.1 Unit Rental Charge. If renting Units from BI, Agency shall pay to BI a daily rental rate for each Unit, or component thereof as applicable, provided by BI unless otherwise expressly stated on Schedule A (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Schedule A, and may be revised on a periodic basis upon reasonable prior written notice from BI to Agency. Agency or its Clients continued use of the rented Units, or components thereof as the case may be, acknowledges and accepts such modified Unit Rental Charge.

6.2 Service Charge. In addition to the Unit Rental Charge, every Active Unit is subject to a daily service charge for the active Monitoring Service as set forth in Schedule A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.

6.3 Payment Terms. BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of invoice date. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

6.4 Taxes.

7. TERM, TERMINATION, RENEWAL

7.1 Term. The initial term of this Agreement is for one (1) year from the Effective Date, and will renew automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein (collectively, the "Term").

7.2 Termination for Convenience. This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.

7.3 Notice. Except as otherwise expressly set forth in this Agreement, all notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail, overnight international courier with tracking, or physically delivered by messenger. Notices shall be deemed received within five (5) days if sent by certified mail, and within one (1) day if sent by overnight international courier, and day of if delivered by messenger.

7.4 Termination for Default. This Agreement may be terminated by a party upon prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of the Agreement, and does not remedy such default or breach within thirty (30) days following the date of receipt of such notice.

7.5 Return. Upon expiration or termination of this Agreement, Agency shall immediately return all BI property due to BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession, not to exceed the replacement value of the property. BI is entitled to full payment for services rendered and accepted by Agency whether during the Term or thereafter. Agency funds paid to BI for a unit not returned within seven (7) days shall be applied to, and not exceed, the replacement cost for such unit, as shown in Schedule A, Replacement Cost(s) of Contract No. 042623KL2.

7.6 Survival. The following sections (and their subsections) shall survive the termination of this Agreement: 6, 7.3, 7.5, 7.6, 8 through 16, and all defined terms used within the foregoing.

8. LIMITATION OF LIABILITY

8.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill its responsibilities set forth in this Agreement.

8.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BI EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. BI EXPRESSLY DISCLAIMS THAT THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT ARE IMPERVIOUS TO TAMPERING, COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

8.3 Limitation of Damages. IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT. BI'S DIRECT LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY AGENCY DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT THAT GAVE RISE TO THE CLAIM.

8.4 Acts. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.

8.5 Telecom. Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

9. INDEMNIFICATION. BI will defend indemnify, save, and hold harmless Agency and its officers and employees from any and all claims demand, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property including any and all Administrative fines, penalties, or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of BI, its officers, employees, agents, BI subcontractors, or any persons under its direction or control. If requested by Agency, BI will defend any such suits at its sole cost and expense. If Agency elects, to provide its own defense, BI will reimburse Agency for any expenditures, including reasonable attorney's fees and costs. BI obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the Agency or any other person; provided, however, that BI is not required to indemnify Agency for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the Agency its officers and employees. This provision will survive the expiration or termination of this contract.

10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

10.1 Intellectual Property. As between the parties hereto, BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.

10.2 Confidential Information. Agency agrees to hold in confidence and not disclose to any party, other than authorized employees under similar terms of confidentiality as set forth herein, the Documentation or any confidential information or trade secrets of BI, except as required by Ohio public records law.

10.3 Access. BI will issue Agency a login ID and a password for use in accessing BI TotalAccess and the specific Client information for Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful and secure control of the login ID and password. Agency agrees to maintain its password as private and confidential and to take all reasonable measures to maintain the careful control and security of the login ID and password. Agency agrees that each employee or BI, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password or account.

10.4 Prohibited Use. Agency shall not itself and also shall not knowingly permit any of its employees, Subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology. Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the Term or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

10.5 Restricted Access. Agency agrees not to make any attempt to gain any unauthorized access to any other user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and are deemed a material breach of this Agreement and may be reported to applicable authorities. All access to Software Applications are subscription based, and the rights to access such services expire upon the expiration of the applicable order or upon Agency's failure to pay for such services (i.e., services are not perpetual).

11. INSURANCE. Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect. The parties acknowledge that Agency participates in County Risk Sharing Authority (CORSA), an Ohio intergovernmental entity that provides its participating members with comprehensive property and liability coverage and risk management. Such participation shall satisfy its insurance obligations under this agreement.

12. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's reasonable control.

13. GENERAL.

13.1 Agreement. Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement and are hereby rejected by BI. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement and the referenced attachments hereto. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns. **Upon full execution of this agreement, Contract No. 020121CH1 shall terminate.**

13.2 Execution. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

13.3 Independent BI. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Agency shall be an independent BI pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Agency acknowledges that it has not paid a franchise fee of any kind to BI to enter into this Agreement. The parties acknowledge that there is no community of interest between Agency and BI.

13.4 Compliance With Law. Each party shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements (as each of the foregoing may be amended or modified from time to time) relating to or affecting this Agreement and Equipment.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written consent of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

16. DEFINITIONS.

16.1 "Active Unit" means a Unit which is assigned to a Client and activated in TotalAccess.

16.2 "Active Day" means any day, or any portion thereof, in which there is an Active Unit.

16.3 "Authorized Personnel" means those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.

16.4 "Client" means a person subject to Agency's electronic monitoring program.

16.5 "Confidential Information" means any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.

16.6 "Documentation" means user guides, reference manuals, and other documentation provided by BI in connection with the Equipment, and Software Applications used under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.

16.7 "Equipment" or "Unit" means manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.

16.8 "GPS" means a global positioning system.

16.9 "Software Application" means software applications made available by BI for use by Agency and/or Clients under this Agreement, including, but not limited to, BI TotalAccess®, BI Analytics™, and BI SmartLINK™.

16.10 "Supplies" means straps, latches, batteries, and similar items for the Equipment.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED

DocuSigned by:
Danna Coapland
69E388A88BFE405...
Signature

Danna Coapland
Printed Name

VP, FINANCE
Printed Title

5/4/2023 | 17:47:39 EDT
Date

WARREN COUNTY COMMON PLEAS COURT /
ADULT PROBATION

Jennifer Burnside
Signature

Jennifer Burnside
Printed Name

Court Adm.
Printed Title

5/4/23
Date

APPROVED AS TO FORM

Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

Schedule A
MONITORING SERVICES

I. Spares Billing Deferment - Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence for VeriWatch.

II. Lost & Damaged Equipment Billing – N/A

III. Equipment: Services and Fees - Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

A. TAD UNIT

Service Type – Standard

TAD ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Alcohol Only Charges:	\$6.35	per Unit per day.

TAD WITH RF CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD with RF Charges:	\$6.35	per Unit per day.

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Unit Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – Alcohol Only Charges:	\$7.70	per Unit per day.

TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – with RF Monitoring Charges:	\$7.70	per Unit per day.

ADDITIONAL SERVICES:

1. **TAD Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 15 (Fifteen) inactive TAD units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD units in excess of the 15 (Fifteen) spares allowance, Agency will incur a \$4.35 charge per unit per day.
2. **No TAD Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Unit - \$1,750.00 each and HomeBase (non-cellular) - \$1,750.00 each. TAD Ankle Unit and HomeBase (non-cellular) = TAD Complete Unit.
3. **TAD Cellular HomeBase No-charge Spares:** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 15 (Fifteen) inactive TAD Cellular HomeBases at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBases in excess of the 15 (Fifteen) spares allowance, Agency will incur a \$1.35 charge per unit per day.
4. **No TAD Cellular HomeBase Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBases. Replacement cost for the TAD Cellular HomeBase is \$2,250.00 each.

B. SL3 UNIT

SL3 Unit Rental Charge:	\$2.85	per day per Unit from BI inventory.
SL3 Unit Monitoring Service Charge:	\$2.60	per Unit per Active Day.
Total SL3 Unit Charges:	\$5.45	per Unit per day.

ADDITIONAL SERVICES:

1. **SL3 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep up to, but not to exceed, 6 (Six) inactive SL3 Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL3 Units in excess of the 6 (Six) spares allowance, Agency will incur a \$2.85 charge per unit per day.
2. **No SL3 Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL3 Units. Replacement cost for SL3 Units is \$800.00 each.
3. **SL3 Telco Service Charge:** SL3 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL3 units which have not incurred data usage fees for at least 180 consecutive days.

C. LOC8 / LOC8 XT

Service Type – Standard

LOC8 / LOC8 XT Component Rental Charge:	\$2.20	per day per Unit from BI inventory.
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OPTION A: LOC8 / LOC8 XT WITH 1.30.W5.C0.ZX SERVICE:

LOC8 / LOC8 XT - GPS Collection Rate once every minute, Data Transmission every 30 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), No Cell Tower Locate, with Data Transmission at Zone Crossing.

LOC8 / LOC8 XT Service Charge:	\$1.25	per day per Unit from BI inventory.
Total LOC8 / LOC8 XT Charges:	\$3.45	(total of LOC8 / LOC8 XT Components and Service charges).

OPTION B: LOC8 / LOC8 XT WITH 1.15.W5.C0.ZX SERVICE:

LOC8 / LOC8 XT - GPS Collection Rate once every minute, Data Transmission every 15 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), No Cell Tower Locate, with Data Transmission at Zone Crossing.

LOC8 / LOC8 XT Service Charge:	\$1.25	per day per Unit from BI inventory.
Total LOC8 / LOC8 XT Charges:	\$3.45	(total of LOC8 / LOC8 XT Components and Service charges)

OPTION C: LOC8 / LOC8 XT WITH 3.720.W15.C0.ZX SERVICE:

LOC8 / LOC8 XT - GPS Collection Rate once every 3 minutes, Data Transmission every 12 hours, Wi-Fi Locate every 15 minutes (If GPS not found), No Cell Tower Locate, with Data Transmission at Zone Crossing.

LOC8 / LOC8 XT Service Charge:	\$1.35	per day per Unit from BI inventory.
---------------------------------------	--------	-------------------------------------

Total LOC8 / LOC8 XT Charges: \$3.45 (total of LOC8 / LOC8 XT Components and Service charges)

ADDITIONAL SERVICES:

1. **LOC8 / LOC8 XT Unit No-charge Spare(s):** Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, 15 (Fifteen) LOC8 / LOC8 XT Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive LOC8 / LOC8 XT Units in excess of the 15 (Fifteen) spare(s) allowance, Agency will incur a \$2.20 charge per unit per day.
2. **No LOC8 / LOC8 XT Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 / LOC8 XT Equipment.
3. **LOC8 Classic & LOC8 XT Tracking Unit** - \$2,099.00 each; **LOC8 Beacon (Classic Unit)** - \$300.00 each; **LOC8 XT Beacon & Charger Combo** - \$300.00 each.
4. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

D. BI VERIWATCH™

Service Type – Standard

BI VeriWatch™ Component Rental Charge: \$3.00 per day per Unit from BI inventory.

BI VeriWatch™ Service Charge: \$1.50 per Unit per Active Day.

Total BI VeriWatch™ Charges: \$4.50 per Unit per day.

ADDITIONAL SERVICES:

1. **No BI VeriWatch™ Unit Spares:** Agency is not entitled to a BI VeriWatch™ Unit Spare allowance. For any inactive BI VeriWatch™ Units, Agency will incur a \$3.00 charge per unit per day.
2. **No BI VeriWatch™ Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged BI VeriWatch™ Equipment.
3. **Replacement Costs:** BI VeriWatch™ Unit - \$720.00 each and Battery - \$175.00 each.
4. **Additional Supplies:** Protective Cover - \$3.00 each, Charging Cable and Plug - \$48.00 each, and Strap - \$25.00 each.
5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

E. BI SmartLINK™

BI SmartLINK™ is a Software Application designed to be installed on a Client's mobile device. It provides clients with supervision-related tools such as a calendar and access to community resource information. Clients can also be required to use the application's check-in capability to verify identity and location through fixed or random check-ins using biometric technology. The application's self report module allows clients to periodically report their status. The application's modular design allows officers to control what functionality and information is delivered to the Client's mobile device from within BI TotalAccess®.

Requirements: Apple iOS or Android (Operating System powered) smartphone.

BI SmartLINK™ with or without an EM Device:

	SmartLINK™ with a BI EM Device	SmartLINK™ without a BI EM device
Number of Clients	Any	1 - 1,000
SmartLINK™ Option - Connect	Free	\$0.25
SmartLINK™ Option - Report	\$0.25	\$0.50
SmartLINK™ Option - Verify	\$0.50	\$0.75
Video Conference (streamed) per event	\$0.35	\$0.35

Included Modules in each Option		
Option – Connect	Option – Report	Option - Verify
01. My Info	01. My Info	01. My Info
02. Calendar	02. Calendar	02. Calendar
03. My Docs (Q2)	03. My Docs (Q2)	03. My Docs (Q2)
04. Media	04. Media	04. Media
05. Resources	05. Resources	05. Resources
06. Messaging	06. Messaging	06. Messaging
07. Video Conferencing*	07. Video Conferencing*	07. Video Conferencing*
	08. Client Submitted Schedules & Information	08. Client Submitted Schedules & Information
	09. Self-Report (no biometrics)	09. Facial Biometric Check-in
		10. Self-Report (w/ biometrics)

*Use of Video Conferencing feature will incur an additional charge of \$0.35 per conference, up to 15 minutes

**AGREEMENT FOR EQUIPMENT OR SERVICE DEMONSTRATION
ON OR BY AGENCY PERSONNEL**

This no-charge demonstration Agreement ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301, and

Agency Name (Please Print): Warren County Ohio Common Pleas Court/Adult

Address (Please Print): Street: 500 Justice Drive

City: Lebanon State: OH Zip: 45036

Agency Contact Name (Please Print): Mike Steele Phone Number: 513-695-1661

BI Account Executive Name (Please Print): Greg Wagner

DEMONSTRATION UNIT(S) & SERVICE/APPLICATION ACCESS: The following selected items are for purposes of demonstration of electronic home detection monitoring, alcohol monitoring, GPS Service, and/or Monitoring Service/Mobile Applications

(FILL IN QUANTITY OF DEMONSTRATION UNITS AND WHETHER SERVICE/APPLICATION ACCESS IS INCLUDED):

- BI TAD® Unit(s)
- BI TAD® PLUS CELLULAR Unit(s)
- BI HomeGuard® 20|20 Cell Unit(s)
- BI HomeGuard® 20|20 Land Line Unit(s)
- BI SL3® Unit(s)*
- BI LOC8® XT ***
- 3 BI VeriWatch™ Unit(s)
- BI Mobile®
- YES BI SmartLINK® Mobile Application (Y/N)**
- BI Analytics® Service (Y/N)
- BI Agency Assist® Service (Y/N)***

* To use an SL3 Unit, the Officer must have a cell phone with text capability.
 ** An agency compatible device is required.
 *** Wi-Fi: If no GPS location fix is obtained for 5 minutes, then the device will attempt to find a Wi-Fi signal.
 **** BI will consult with agency for necessary procedures and permissions before beginning the demonstration

UNIT(S) TO BE PROGRAMMED TO (CHECK ONE): BI Monitoring Operations AGENCY'S HOST

DEMONSTRATION TERM: Fourteen (14) days commencing upon confirmation of the first Unit installed and/or Service/Application access activation on, or used by, an officer, and terminating upon the expiration of the Demonstration Term.

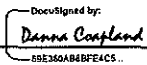
AVAILABILITY: The terms of this Agreement are conditioned upon and subject to the availability of BI's products and services. BI shall not be liable for any delay in performance due to limited availability of products and services.

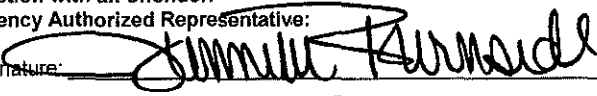
OWNERSHIP: BI shall retain all ownership in all parts of the Demonstration Units and Services/Applications provided to Agency. Upon expiration of the Demonstration Term, Agency shall immediately return all Demonstration Units and related equipment to BI and remove BI SmartLINK® Mobile Application from all Agency devices. In the event BI's Demonstration Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Demonstration Unit per day until BI has all such Demonstration Units and other BI property in its possession. BI shall bill Agency the replacement cost for any Demonstration Units and other BI property not included with returned equipment following the end of the Demonstration Term. Agency funds paid to BI for a unit not returned within the seven (7) days shall be applied to, and not to exceed, the replacement cost for such unit of \$720.00 each.

LIMITATION OF LIABILITY: Agency will be responsible for the proper use, management and supervision of the Demonstration Units and Service/Application access. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill these responsibilities. In no event will BI be liable for any indirect, special, incidental or consequential damages, even if BI has knowledge of the possibility of the potential loss or damage, in connection with or arising out of the providing, performance, or use of the Demonstration Units or Services/Applications provided under this Agreement.


DISCLAIMER OF WARRANTY: The Demonstration Units and Services/Applications are provided "As Is", "As Available" and are provided without any representations or warranties of any kind, express or implied. BI excludes the warranties of merchantability and fitness of the Demonstration Units and Services/Applications for a particular purpose. BI expressly disclaims any warranty that the Demonstration Units and Services/Applications are impervious to tampering, secure or available at any particular time or location, or free of defects or errors.

AGENCY'S OBLIGATIONS: Under no circumstances shall Agency, under this Agreement, perform demonstrations on an offender, or otherwise use any of the Demonstration Units or Services/Applications listed herein in connection with an offender.

BI Authorized Representative:
 Signature: 
 Printed Name: Danna Coapland
 Title: VP, FINANCE
 Date: 5/4/2023 | 17:47:39 EDT

Agency Authorized Representative:
 Signature: 
 Printed Name: Jennifer Burnside
 Title: Court Adm.
 Date: 5/4/23

APPROVED AS TO FORM


Kathryn M. Horvath
 Asst. Prosecuting Attorney

Resolution

Number 23-0606

Adopted Date May 16, 2023

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH STEPHEN J. BATCHA FOR THE CULVERT REPLACEMENT ON WILMINGTON ROAD

WHEREAS, in order to improve the safety of Wilmington Road a culvert replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #13-17-100-007 located at 3343 Wilmington Road Lebanon, OH 45036 which is owned by Stephen J. Batcha, grantor; and

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

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

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Stephen J. Batcha, for the Wilmington Road culvert replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Batcha, Stephen J.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Stephen J. Batcha, whose tax mailing address is 3343 Wilmington Road, Lebanon, OH 45036 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve public safety and better serve the needs of the traveling public the Warren County Engineer's Office will be replacing the existing culvert on Wilmington Road. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 3343 Wilmington Road, Lebanon, OH 45036, identified as Parcel #13-17-100-007. Grantee requests permission from Grantor to enter onto the part of said real estate as illustrated in "Exhibit A" for the purpose of completing the following items of work:

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

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Wilmington Road Culvert #7-2.445 Replacement Project or until December 31, 2023, whichever comes first.

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IN EXECUTION WHEREOF, Stephen J. Batcha, the Grantor herein, has hereunto set their hand on the date stated below.

Grantor:

Signature: *[Handwritten Signature]*

Printed Name: Stephen J. Batcha

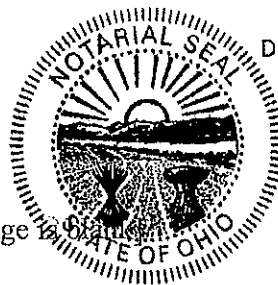
Date: 5/8/23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 8th day of MAY, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be **Stephen J. Batcha**, being the Grantor in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

[Handwritten Signature]
Notary Public

[SEAL]



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

[the balance of this page]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0606, dated 5/16/23

Grantee: _____
Signature: Shannon Jones
Printed Name: Shannon Jones
Title: President
Date: 5/16/23

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 16 day of May, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

[Signature]
Notary Public



LAURA K LANDER
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2017-RE-687973
My Commission Expires Dec. 26, 2027

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary
Bruce A. McGary, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com

Culvert
#7-2.445
to be
replaced

5317331

5318457

5329582

WILMINGTON RD

WILMINGTON RD

Work
area
outside
ROW

Batcha

5322804

5330376

5330915

5330317

5329282

5304946

Tombs Fork Creek

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P,
NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri
Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User
Community, Warren County GIS

Resolution

Number 23-0607

Adopted Date May 16, 2023

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH NOBLE L. RYE AND G. MADISON RYE FOR THE CULVERT REPLACEMENT ON WILMINGTON ROAD

WHEREAS, in order to improve the safety of Wilmington Road a culvert replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #13-17-100-011 located at 3329 Wilmington Road Lebanon, OH 45036 which is owned by Noble L. and G. Madison Rye, grantors; and

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

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Seed and straw any disturbed area upon completion of the project.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Noble L. and G. Madison Rye, for the Wilmington Road culvert replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Rye, Noble L. & G. Madison
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Noble L. Rye and G. Madison Rye, Husband and Wife, whose tax mailing address is 3329 Wilmington Road, Lebanon, OH, 45036 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve public safety and better serve the needs of the traveling public the Warren County Engineer's Office will be replacing the existing culvert on Wilmington Road. In order to perform the work it is necessary to enter onto property, which is owned by Grantors. The subject real estate is located at 3329 Wilmington Road, Lebanon, OH 45036, identified as Parcel #13-17-100-011. Grantee requests permission from Grantors to enter onto the part of said real estate as illustrated in "Exhibit A" for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Seed and straw any disturbed area upon completion of the project.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Wilmington Road Culvert #7-2.445 Replacement Project or until December 31, 2023, whichever comes first.

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IN EXECUTION WHEREOF, Noble L. Rye and G. Madison Rye, Husband and Wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors: Noble L. Rye
Signature: Noble L. Rye

Printed Name: Noble L. Rye

Date: 5/5/23

Signature: G. Madison Rye

Printed Name: G. Madison Rye

Date: 5/5/23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 5TH day of MAY, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be **Noble L. Rye** and **G. Madison Rye**, Husband and Wife, being the Grantors in the foregoing Agreement; and acknowledged the signing thereof to be their voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Dominic M. Brigano

[SEAL]



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

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0607, dated 5/16/23

Grantee: _____
Signature: Shannon Jones
Printed Name: Shannon Jones
Title: President
Date: 5/16/23

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 16 day of May, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

[Signature]
Notary Public



LAURA K LANDER
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2017-RE-687973
My Commission Expires Dec. 26, 2027

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce A. McGary, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com

Culvert
#7-2.445
to be
replaced

Work
area
outside
ROW

Rye

5317061

5318157

5325562

WILMINGTON RD

WILMINGTON RD

5322004

5330605

5330605

5330607

5328222

5304940

Turkey Creek

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Warren County GIS

Resolution

Number 23-0608

Adopted Date May 16, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT FOR FY2023-2024 WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER TRUANCY PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement for FY2023-2024 with Warren County Educational Service Center Truancy Program, effective July 1, 2023 to June 30, 2024, on behalf of the Warren County Juvenile Court. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Warren County Educational Service Center
Juvenile Court (file)
Ohio Department of Youth Services

AGREEMENT

I. PARTIES

The parties to this Agreement are WARREN COUNTY EDUCATIONAL SERVICE CENTER – COORDINATED CARE, (hereinafter “Provider”) and the Board of Warren County Commissioners, for and on behalf of WARREN COUNTY JUVENILE COURT (hereinafter “County”) 900 Memorial Drive, Lebanon, Ohio 45036;

II. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide Truancy Education Group facilitation to youth, their families and other designated individuals who come to the attention of the Court.

III. TERM

(A). The term of this Agreement shall be for the fiscal year 2024.

(B). The term shall commence on July 1, 2023 and end on June 30, 2024.

IV. DUTIES OF THE PROVIDER

(A). Provider shall:

1. Provide Truancy Education Group facilitation to youth, their families and other designated individuals referred by Warren County Juvenile Court.
2. Bill the County for an initial lump sum payment of \$17,000.00 prior to August 31, 2023 for Truancy Education Group facilitation services.
3. Effective September 1, 2023, bill the County on a monthly basis for Truancy Education Group facilitation services with the level billing amount of \$2,000.00. Each invoice will list the months of service being provided.
4. Total contract for services should not exceed a total of \$35,000.00.

5. Provide written case summaries and recommendations when applicable, to include the necessary statistical reporting information required by the Ohio Department of Youth Services grant.
6. Monthly invoices should include brief summary of services rendered.
7. Ensure that a facilitator is available for any and all scheduled sessions.

(B). Provider and its employees will maintain proper licensures and valid certifications issued by the State of Ohio as may be necessary as to provide such service.

V. COUNTY RESPONSIBILITIES

(A). The County shall:

1. Pay the above compensation when appropriate billing is turned in by the Provider.
2. Provide appropriate space for groups, if necessary.
3. Provide notice of the statistical reporting information needed so as the complete reports to the Ohio Department of Youth Services.

VI. FRINGE BENEFITS: PERS/STRS: TAX WITHHOLDINGS

(A). The County shall not be responsible for any accrue sick leave, vacation leave, personal day leave or holiday pay for any worker from Provider.

(B). The County shall not be responsible for any cost of: health insurance, life insurance or other similar fringe benefits as may be provided to the regular employees of the provider.

(C). Provider shall be responsible for any taxes owed from revenue earned from this agreement.

VII. NO PROMISE OF FUTURE EMPLOYMENT

(A). Provider acknowledges that this agreement does not represent any promise of future agreements or employment opportunities for employees of the Provider by the County and that no such promise has been made.

VIII. INDEMNIFICATION/HOLD HARMLESS

Provider shall indemnify and hold the County harmless from all damages, costs, expenses, claims, suits, causes of action and attorney fees as may be occasioned to Provider and its employees while performing pursuant to this Agreement or as a result of Provider or its employee's negligent, reckless and/or willful and wanton performance of his/her responsibilities pursuant to this Agreement and for intentional misconduct in the performance of his/her responsibilities pursuant to this Agreement.

IX. TERMINATION

Either party may terminate this Agreement upon (30) days written notice to such other party. Upon termination, Provider shall return to the County any property of the County coming into his/her possession as a result of this Agreement including records. Provider shall be compensated for all work performed as of the date of termination less any expenses which may be incurred by the County in obtaining a substitute to complete the services provided herein.

X. ENTIRE AGREEMENT

This writing shall represent the entire Agreement between the parties and all previous representations, discussions and negotiations, whether oral or written which tend to supplement, contradict, or modify the terms of hereof are of no force and effect. This Agreement may not hereafter be modified except in writing signed by the parties hereto.

XI. BINDING EFFECT

This Agreement shall be binding upon heirs, successors, executors, administrators and assigns of these parties hereto.

XII. INSURANCE

Provider shall carry statutory Workers Compensation Insurance and statutory employers liability insurance as required by law.

XIII. PROPRIETARY RIGHTS

Provider agrees that all proprietary interests, including but not limited to copyrights, patents and literary rights, acquired in the course of said Agreement shall be the sole property of the County.

XIV. MODIFICATION OR AMENDMENT

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

XV. WAIVER

No waiver by either party of any breach of any provision of this Agreement whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as further or continuing waiver of any such breach or as a waiver of any breach of any other provisions of this Agreement. The failure of either party at anytime or times to require performance of any provision of the Agreement shall in no manner affect such party's right to enforce the same at a later time.

XVI. CONSTRUCTION

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

XVII. ASSIGNMENT

Neither party shall assign any of its rights or delegate any of its duties under this Agreement without written consent of the other party.

XVIII. GOVERNING LAW

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 agreements executed and fully performed in the State of Ohio.

XIX. PARTIES

At all times during the duration of this Agreement, the Provider and County shall act as independent contractors in connection with performance of the respective obligations under this Agreement.

XX. RELATIONSHIPS OF THE PARTIES

Wherever this Agreement refers to either the Provider and County, these terms shall include the agents, employees or authorized representatives of each party.

XXI. POLICY OF NON-DISCRIMINATION

Provider agrees that all services which it provides under this Agreement shall be made available without consideration of race, color, gender, creed disability, national origin or ability to pay, and shall ensure non-discrimination in employment on the basis of color, gender, creed, disability, age, or national origin. The Grantee shall comply with applicable provisions of applicable federal, state, and local statutes, rules and regulations, which from time to time may be amended.

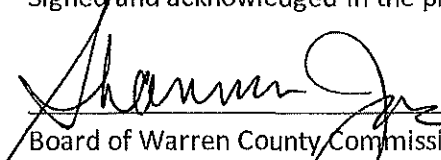
XXII. CONFIDENTIALITY

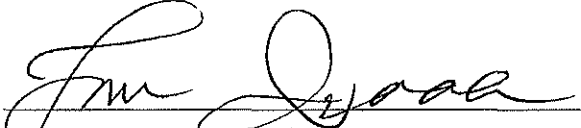
Provider shall keep all information confidential during and after the duration of this Agreement.

SIGNATURE PAGE

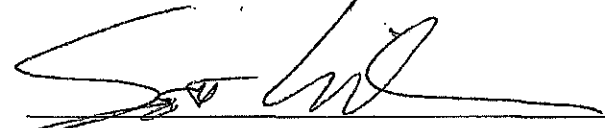
Witness their hands this 16 day of May, 2023.

Signed and acknowledged in the presence of:


Board of Warren County Commissioners
5/16/23 23-0608
Date / Resolution Number



Tom Isaacs, Superintendent
Warren County Educational Service Center – Coordinated Care

5-2-23
Date


Scott Wilson, Interim Treasurer
Warren County Educational Service Center

5-2-23
Date

Approved as to Form:


Assistant Prosecutor
Adam M. Nice

5/4/23
Date

Resolution

Number 23-0609

Adopted Date May 16, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT FOR FY2023-2024 WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER PARENT SUCCESS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement for FY2023-2024 with Warren County Educational Service Center Parent Success Program, effective July 1, 2023 to June 30, 2024, on behalf of the Warren County Juvenile Court. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Warren County Educational Service Center
Juvenile Court (file)
Ohio Department of Youth Services

CONTRACT FOR SPECIALIZED CARE SERVICES-Parent Success

This Contract is made between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized care services and

WHEREAS, the Provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

To provide intensive, home based parenting support and education to parents that may include but not be limited to:

- The Parent Success Program provides intensive, home-based parenting support and education to parents of children with behavior problems. The goal of the program is to increase the protective factors of the parents and family while decreasing the negative youth behaviors. Parent Success will not only include parent training, but will help parents deal with everyday stresses and meet challenges of parenting a child with behavior problems. The Active Parenting curriculum is tailored to the individual needs of each family and deals with specific issues that the family may be struggling with. The Active Parenting curriculum teaches parents how to raise a child by using encouragement, building the child's self-esteem, creating a relationship with the child based on active listening, honest communication and problem solving. It also teaches parents to use natural and logical consequences to reduce irresponsible and unacceptable behaviors.
- The program will consist of a minimum of at least six home visits lasting at least two hours each.
- Written reports. The ESC will provide all information as required by Juvenile Court

II. LENGTH OF CONTRACT:

This Contract shall become effective on July 1, 2023 and shall remain in force and effect up to and including June 30, 2024, unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

Provider and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

IV. RELATIONSHIP OF PARTIES:

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

V. GOVERNING LAW:

This Contract 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 fully performed in the State of Ohio.

VI. INDEMNIFICATION:

Provider will defend, indemnify, protect, and save the County harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the

function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

Whenever the terms "Provider", "County" and "Fiscal Agent" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider, County and Fiscal Agent.

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

The Provider shall be compensated at the rate of \$25,000 for all services provided which is estimated to serve 30 families/youth.

TO: Provider

Warren County Educational Service Center
1879 Deerfield Road
Lebanon, Ohio 45044
Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Phone Number: 513-695-1160

Invoices shall be made effective December 1, 2023 with the level billing amount of \$6,250 bi-monthly. Invoices will be made in December 2023, February 2024, April 2024 and June 2024. The total sum being \$25,000. Each invoice will list the months of service being provided.

X. **CHILD SUPPORT:**

N/A

XI. **INSURANCE:**

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Provider shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XII. ENTIRE CONTRACT:

This Contract contains the entire contract between the Provider and the County with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XIII. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

XIV. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

XV. WAIVER:

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVII. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 23-0009 of Warren County Board of Commissioners dated 5/16/23.

Signed and acknowledged in the presence of:

Shannon Jone
Board of Warren County Commissioners

5/16/23
Date

Tom Isaacs
Tom Isaacs, Superintendent
Warren County Educational Service Center

5-2-23
Date

Scott Wilson
Scott Wilson, Interim Treasurer
Warren County Educational Service Center

5-2-23
Date

Approved as to Form:

Adam M. Nice
Assistant Prosecuting Attorney
Adam M. Nice

5/4/23
Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Scott Wilson, holding the title and position of Interim Treasurer at the firm Warren County ESC, 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.

[Signature]

AFFIANT

Subscribed and sworn to before me this 2 day of May 20 23

Amanda Greer
(Notary Public),

Clinton County.

My commission expires May 28 20 23



AMANDA R. GREER
Notary Public, State of Ohio
My Commission Expires
May 28, 2023

Resolution

Number 23-0610

Adopted Date May 16, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT WITH CENTRAL CLINIC BEHAVIORAL HEALTH FOR THE MENTORING SERVICES ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute a Contract with Central Clinic Behavioral Health for the Mentoring Services, effective July 1, 2023 through June 30, 2024, on behalf of the Warren County Juvenile Court; as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Central Clinic Behavioral Health
Juvenile Court (file)

CONTRACT FOR SPECIALIZED CARE SERVICES

This Contract is made between Central Clinic Behavioral Health (hereinafter referred to as "Provider"), with its offices located at 311 Albert Sabin Way Cincinnati, Ohio 45220 and Warren County Board of County Commissioners on behalf of Warren County Juvenile Court, (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon Oh 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized services for various minor children, and

WHEREAS, the Provider is able to provide specialized services to the minor children;

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

Provider shall provide the following services to the minor children:

- Mentoring Services for up to 20 hours per month per 5 youth for a maximum of one year
- Monthly Reports provided to the Court

II. LENGTH OF CONTRACT:

This Contract shall become effective on July 1, 2023 and in force and effect up to and including June 30, 2024 unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

Provider and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

IV. RELATIONSHIP OF PARTIES:

The parties shall be an independent contractors to each other in connection with the performance of their respective obligations under this Contract.

V. GOVERNING LAW:

This Contract 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 fully performed in the State of Ohio.

VI. INDEMNIFICATION:

Provider will defend, indemnify, protect, and save the County harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

Whenever the terms "Provider" and "County" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider and County.

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

The Warren County Juvenile Court will reimburse Central Clinic Behavioral Health in the amount of \$39.00 per hour for up to 20 hours per month for up to 5 youth each month for each hour of mentoring services that is provided to Various Youth that have been referred to Central Clinic Behavioral Health by the Warren County Juvenile Court for mentoring services. Mentoring services to each youth cannot exceed one year in length. The amount of this contract shall not exceed \$42,000.00 for the year in total.

Provider shall invoice by mail:

TO: Warren County Juvenile Court
Attn: Laura Schnecker
900 Memorial Drive
Lebanon, Ohio 45036
Phone Number: 513-695-1615

Invoice shall be made on the first day of every month for services provided in the preceding month, at the above rate.

X. INSURANCE:

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Provider shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XI. ENTIRE CONTRACT:

This Contract contains the entire contract between the Provider and the County with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XII. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

XII. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

XIV. WAIVER:

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XV. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVI. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

XVII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties.

In the event the County, for reasons beyond its control, experiences a decrease in funding from any source, the County, at its discretion, may reduce the rate of compensation after first giving fourteen (14) days written notice to the Provider of such reduction. Such a reduction shall be made by amendment as agreed by the parties and incorporated by referenced.

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

By Provider:

CENTRAL CLINIC BEHAVIORAL HEALTH

Walter S Smitson Date: 5/4/2023
Walter Smitson, President & CEO

By Warren County:

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

Stevan Jone Date: 5/16/23
President

Resolution No. 23-0610

Approved as to Form:

Ed M. J. J.
Assistant Prosecutor

5/9/23
Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Walter S. Smitson, PhD, holding the title and position of President and CEO at the firm Central Clinic Behavioral Health, 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.

Walter S. Smitson

AFFIANT

Subscribed and sworn to before me this 4TH day of MAY 20 23

[Signature]
(Notary Public)

HAMILTON County.

My commission expires NOVEMBER 25 20 23



DANIELLE R. STANTON
Notary Public, State of Ohio
My Commission Expires 11-25-2023

Resolution

Number 23-0611

Adopted Date May 16, 2023

APPROVE AND ENTER INTO AN EASEMENT AGREEMENT WITH KRISTIN K. HOFMANN FOR WATERLINE AND APPURTENANCES FOR THE STATE ROUTE 48 AND US 22 WATER IMPROVEMENT PROJECT AND APPROVE AND AUTHORIZE PAYMENT OF JUST COMPENSATION

WHEREAS, on June 7, 2022 the Board of County Commissioners of Warren County, Ohio adopted Resolution 22-0817 determining the necessity for the appropriation of property for the construction, operation, and maintenance of approximately 6,940 feet of water line extending northward along State Route 48 from Willow Pond Boulevard to a location 440 feet north of Ridgeview Lane and for the construction, operation, and maintenance of approximately 1,600 feet of water line extending eastward along US 22 from Start Route 48 to the west property line of the 5.2 acre Parcel No. 17-35-101-004.; and

WHEREAS, this Board has deemed it necessary to obtain permanent easements and temporary work agreements for the construction, operation and maintenance of water line improvements along said route, and authorize compensation specifically for the following properties which have been appraised for easement acquisition and negotiations conducted with the following results:

Parcel #	Owner	Type	Compensation
17-35-101-002	Kristin K. Hofmann	Easement	\$5,000

NOW THEREFORE BE IT RESOLVED, that the Board does hereby:

- i) Approve and authorize the President of the Board to enter into the Easement Agreement, a copy of which is attached hereto and made a part hereof.
- ii) Approve and authorize the payment of the aforementioned monetary consideration and providing in-kind consideration as just compensation for the Easement.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Deputy Clerk

cc: c/a – Hofmann, Kristin K
Water/Sewer (file)
Easement file
Recorder (certified)

Grantor: Kristin K. Hofmann
Property Address: 226 Route 22&3 Mainville, Ohio
45039
Parcel Number: ~~724~~ 19-35-101-002
Auditor's Account Number: 2612054

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by

Kristin K. Hofmann, whose tax mailing address is 8128
Chestnut Hill Lane, West Chester, Ohio 45069
(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 Installation of a
waterline

_____, or other public utility
purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of Five Thousand Dollars
(\$5,000.00) 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 Hamilton Twp., Warren County, Ohio, consisting of 0.034 acres, and being the same premises described in a deed recorded in OR 2348 Page 800 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.

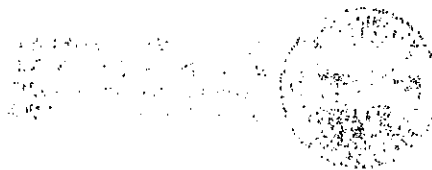
The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

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, Kristin K Hofmann the duly authorized
owner, has set his/her hands to this instrument on the date stated below,
in accordance with a corporate resolution, consent action, vote of its directors or officers, or as
otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

GRANTOR:

SIGNATURE: Kristin K Hofmann

PRINTED NAME: KRISTIN K HOFMANN

TITLE: OWNER

DATE: 4/20/2023

STATE OF Ohio, COUNTY OF WARREN, ss:

BE IT REMEMBERED, that on the 20th day of April, 2023, 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 Kristin K. Hofmann whose title is owner, of
226 Route 223 Mansville, OH 45039, 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: Sherry Lynn Derefield
My Commission Expires: 12-22-2024

[SEAL]



SHERRY LYNN DEREFIELD
NOTARY PUBLIC, STATE OF OHIO
Commission No. 2019-RE-802218
My Commission Expires 12/22/2024

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Shannen Jones its President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0611, dated 5/16/23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: Shannen Jones
Printed Name: Shannen Jones
Title: President

Date: 5/16/23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 16 day of May, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Shannen Jones 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
Comm. No. 2017-RE-687973
My Commission Expires Dec. 26, 2027

Notary Public: [Signature]
My Commission Expires: 12/26/27

Approved as to form by:

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

[Signature]
By: Assistant Prosecutor

Date: 5/11/2023

EXHIBIT A

Ver. Date 05/31/2022

PID 112909

**PARCEL 72-U
WAR-48-7.01
PERPETUAL EASEMENT FOR UTILITY PURPOSES
IN THE NAME OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
FOR THE USE OF THE WARREN COUNTY WATER & SEWER DEPARTMENT**

A perpetual easement for the construction and maintenance of a water line. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter.)

[Surveyor's description of the premises follows]

Situate in Virginia Military Survey No. 2956, in the Township of Hamilton, County of Warren, State of Ohio, and being part of a 3.626 acre tract of land as conveyed to Kristin K. Hofmann by deed recorded in Official Record Volume 2348, page 800 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Warren County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Being a parcel of land lying on the left side of the centerline of right of way of US Route 22 as determined for the WAR-48-7.01 project made by Warren County and recorded in Plat Book 105, page 62, of the Warren County, Ohio Recorder's Office and being located in the following described boundary being more particularly described as follows:

Commencing for reference at the southwest corner of said 3.626 acre tract and the southeast corner of a 3.922 acre tract of land as conveyed to Da Hop, LLC by deed recorded in Document Number 2021-018750 and on the existing centerline of right of way of US Route 22, 0.00 feet left of centerline Station 299+20.79;

thence along the west line of said 3.626 acre tract and the east line of said 3.922 acre tract, North three degrees nine minutes twelve seconds West (N03°09'12"W), for thirty-eight and 59/100 feet (38.59') to a point on the existing north right of way line of said US Route 22 and the TRUE POINT OF BEGINNING, 33.00 feet left of centerline Station 299+40.82;

thence continuing along the west line of said 3.626 acre tract and the east line of said 3.922 acre tract, North three degrees nine minutes twelve seconds West (N03°09'12"W), for eleven and 70/100 feet (11.70') to a point 43.00 feet left of centerline Station 299+46.91;

EXHIBIT A

Page 2 of 3

thence leaving said lines and across said 3.626 acre tract, North fifty-five degrees fourteen minutes five seconds East (N55°14'05"E), for one hundred twenty-four and 35/100 feet (124.35') to a point 43.00 feet left of centerline Station 300+71.73;

thence continuing across said 3.626 acre tract, North fifty-four degrees fifty-five minutes twenty-two seconds East (N54°55'22"E), for twenty-two and 46/100 feet (22.46') to a point on the east line of said 3.626 acre tract and the west line of a 5.2177 acre tract of land as conveyed to 3085 Investments, LLC by deed recorded in Official Record Volume 4077, page 181, 43.00 feet left of centerline Station 300+94.20;

thence along said lines, South six degrees zero minutes forty-five seconds West (S06°00'45"W), for thirteen and 27/100 feet (13.27') to a point on the existing north right of way line of said US Route 22, 33.00 feet left of centerline Station 300+85.48;

thence along the existing north right of way line of said US Route 22, South fifty-four degrees fifty-five minutes twenty-two seconds West (S54°55'22"W), for thirteen and 74/100 feet (13.74') to a point 33.00 feet left of centerline Station 300+71.73;

thence continuing along said line on a curve to the right with a radius of eleven thousand four hundred twenty-six and 19/100 feet (11,426.19') for an arc distance of one hundred thirty and 54/100 feet (130.54') {chord bearing South fifty-five degrees fifteen minutes zero seconds West (S55°15'00"W) for one hundred thirty and 54/100 feet (130.54'), delta angle of said curve being zero degrees thirty-nine minutes seventeen seconds (00°39'17")} to the TRUE POINT OF BEGINNING.

The above described area contains 0.034 acres, more or less, of which the present road occupies 0.000 acres, more or less and which is part of Warren County Auditor's Parcel Number currently identified as 17-35-101-002. The stations and offsets of the above description are measured from the existing centerline of right of way for US Route 22. The survey plat of which is filed in Vol. ___ Plat ___ in the Warren County Engineer's record of land surveys.

The bearings shown hereon are based on the centerline of State Route 48 from Station 150+06.40 to Station 160+27.40 as being North 03° 55' 09" East, from an adjusted field survey using multiple VRS observations to Continually Operating Reference Station (CORS) LEBA, based on the Ohio State Plane Coordinate System, South Zone, and North American Datum of 1983 (2011) scaled to ground by 1.00009808 about the projection origin (0,0).

EXHIBIT A

This description was prepared under the direction of Michael Jay Wilson, Ohio Registered Surveyor No. 8281, of Woolpert, Inc., based upon a field survey performed during June, 2020.



Michael Jay Wilson 5/31/2022
Michael Jay Wilson Date
Ohio Registered Surveyor #8281

Resolution

Number 23-0612

Adopted Date May 16, 2023

DECLARE VARIOUS ITEMS WITHIN OHIOMEANSJOBS AND WATER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

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

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tm

cc: 2023 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

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Keyboards & Mice

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	WFO23013

19 keyboards & 17 mice

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Dell Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	WFO23014

23 Dell Monitors

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Jena Short](#) (Phone: 513-695-2838)

Asset Location 300 E Silver St
Lebanon, Ohio 45036-1816
[Map to this location](#)

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

\$ Payment

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Ricoh Aficio SP C411DN

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	WFO23015

Ricoh Aficio SP C411DN

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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HP ScanJet N6310

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	WFO23016

HP ScanJet N6310

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Jena Short](#) (Phone: 513-695-2838)

Asset Location 300 E Silver St
Lebanon, Ohio 45036-1816
[Map to this location](#)

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(2) HP Color LaserJet Pro MFP M477fnw

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	WFO23017

(2) HP Color LaserJet Pro MFP M477fnw

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Jena Short](#) (Phone: 513-695-2838)

Asset Location 300 E Silver St
Lebanon, Ohio 45036-1816
[Map to this location](#)

Q Inspection

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Optiplex & Lenovo computers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	WFO23018

23 various Optiplex & Lenovo computers

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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(2) HP LaserJet 4050tn

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	WF023019

(2) HP LaserJet 4050tn

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Sharp EL 1801V Calculator

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Computers, Parts, and Supplies

WFO23020

Sharp EL 1801V Calculator

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Misc electronic cords

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	WFO23021

Misc electronic cords

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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(2) Dell Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Used/See Description

Category

Computer Monitors

Inventory ID

WFO23022

(2) Dell Monitors

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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HP LaserJet 4100tn

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Computer Printers, Scanners, and Copiers	WFO23023

HP LaserJet 4100tn

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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CONFERENCE CHAIRS - 7 TOTAL - MULTI GRAY COLORED

Auction Ends **ET**
Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WAT230006

CONFERENCE CHAIRS - 7 TOTAL - MULTI GRAY COLORED

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)
Asset Contact [Traci Guthrie](#) (Phone: 513-695-2573)
Asset Location 406 Justice Dr
 Lebanon, Ohio 45036-2385
[Map to this location](#)

Q Inspection

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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LOT OF VARIOUS OFFICE CHAIRS - 6 TOTAL

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WAT230007

LOT OF VARIOUS OFFICE CHAIRS - 6 TOTAL

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2573)

Asset Location 406 Justice Dr
Lebanon, Ohio 45036-2385
[Map to this location](#)

Inspection

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



OFFICE DESK

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WAT230008

OFFICE DESK

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name Warren County, OH [\[view seller's other assets\]](#)

Asset Contact [Traci Guthrie](#) (Phone: 513-695-2573)

Asset Location 406 Justice Dr
Lebanon, Ohio 45036-2385
[Map to this location](#)

Inspection

Resolution

Number 23-0613

Adopted Date May 16, 2023

ACKNOWLEDGE PAYMENT OF BILLS

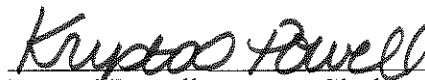
BE IT RESOLVED, to acknowledge payment of bills from 5/9/23 and 5/11/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: Auditor

Resolution

Number 23-0614

Adopted Date May 16, 2023

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH PRUS PROPERTIES, LLC FOR INSTALLATION OF THE LEFT TURN LANE AND ASSOCIATED ROADWAY IMPROVEMENTS ON MORROW-COZADDALE ROAD ASSOCIATED WITH THE VILLAGES OF CLASSICWAY SUBDIVISION SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

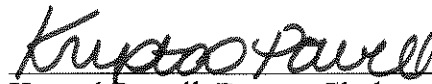
Bond Number	: 23-005 (P)
Development	: The Villages of Classicway Subdivision
Developer	: Prus Properties, LLC
Township	: Hamilton
Amount	: \$518,798.80
Surety Company	: Ohio Farmers Insurance Company

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

23-005 (P)

This Agreement made and concluded at Lebanon, Ohio, by and between Prus Properties, LLC. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Ohio Farmers Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Morrow-Cozaddale Rd associated with The Villages of Classicway **Subdivision, Section/Phase** N/A (3) (hereinafter the "Subdivision") situated in Hamilton (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 \$399,076.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$399,076.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$518,798.80 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$79,815.20 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:

Prus Properties, LLC.

5325 Wooster Rd

Cincinnati, OH 45226

Ph. (513) 321 - 7774

D. To the Surety:

Ohio Farmers Insurance Company

One Park Circle

Westfield Center, OH 44251

Ph. (800) 243 - 0210

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: 

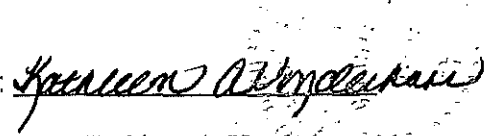
PRINTED NAME: Michael Prus

TITLE: Managing Member

DATE: April 27, 2023

SURETY:

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

SIGNATURE: 

PRINTED NAME: Kathleen A. Vonderhaar

TITLE: Attorney-in-fact

DATE: April 27, 2023

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0614, dated 5/16/23.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 5/16/23

RECOMMENDED BY:

By: Neil F. Tunison / NFW
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Adam M. Nice
COUNTY PROSECUTOR
Adam M. Nice, A.P.A.

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

General
Power
of Attorney

POWER NO. 3411882 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
KATHLEEN A. VONDERHAAR, PATRICK J. MORGAN, SUSAN M. RINDERLE, JOINTLY OR SEVERALLY

of CINCINNATI and State of OH its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of April A.D., 2023



Frank A. Carrino, Secretary

Financial
Statement

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2022

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

12/31/22

(in thousands)

Assets	
Cash, cash equivalents, and short term investments	85,650
Bonds	474,956
Stocks	81,433
Subsidiaries	2,367,603
Real estate	173,330
Premiums receivable	143,552
Other assets	234,766
Total assets	<u>3,561,290</u>
Liabilities	
Reserve for unearned premiums	215,440
Reserve for unpaid losses and loss expenses	368,279
Reserve for taxes and other liabilities	183,088
Total liabilities	<u>766,807</u>
Surplus	
Surplus to policyholders	<u>2,794,483</u>
Total surplus	2,794,483
Total liabilities and surplus	<u>3,561,290</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2022.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive

Sworn to before me this 8th day of February A.D. 2023.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine, - Governor

Judith French - Director

Certificate of Compliance



Issued 06/07/2022

Effective 07/01/2022

Expires 06/30/2023

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$3,749,086,727, liabilities in the amount of \$715,932,968, and surplus of at least \$3,033,153,759.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



Resolution

Number 23-0615

Adopted Date May 16, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR SORAYA FARMS, LLC, FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS, SECTION SIX SITUATED IN CLEARCREEK TOWNSHIP

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

BOND RELEASE

Bond Number	: 20-005 (P/S)
Development	: Soraya Farms, Section Six
Developer	: Soraya Farms, LLC
Township	: Clearcreek
Amount	: \$55,030.22
Surety Company	: Unity National Bank (LOC 1224210405535)

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Soraya Farms, LLC, Attn: Adam Sweeney, 8534 Yankee St., Dayton, OH 45458
Unity National Bank, 212 N. Main St., P.O. Box 913, Piqua, OH 45356
Engineer (file)
Bond Agreement file

Resolution

Number 23-0616

Adopted Date May 16, 2023

APPROVE ROTHSCHILD COURT IN SORAYA FARMS, SECTION SIX FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Rothschild Court has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2606-T	Rothschild Court	0'-29'-0'	0.115

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

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

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

RESOLUTION 5425
CLEARCREEK TOWNSHIP TRUSTEES
Warren County, Ohio
April 24, 2023

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE IN
SORAYA FARMS SUBDIVISION, SECTIONS SIX AND SEVEN, CLEARCREEK
TOWNSHIP, WARREN COUNTY, OHIO, AND DISPENSING WITH THE
SECOND READING**

WHEREAS, the Board of County Commissioners for Warren County has accepted the following streets in Soraya Farms Subdivision, Sections Six and Seven, and approved them for maintenance by Clearcreek Township, and Clearcreek Township is accepting them for maintenance (relevant parts of): Monaco Circle, Rochelle Lane, and Rothschild Court.

NOW THEREFORE, BE IT RESOLVED by the Board of Clearcreek Township Trustees that:

SECTION 1. Clearcreek Township accepts for maintenance the relevant parts of the following streets in Soraya Farms Subdivision, Sections Six and Seven: Monaco Circle, Rochelle Lane, and Rothschild Court as depicted in the attached Exhibit.

SECTION 2. The Trustees of Clearcreek Township, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days and authorizes the adoption of this Resolution upon its first reading.

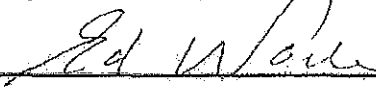
Mr. MUTERSPAW moved to adopt the foregoing Resolution. Mr. GABBARD seconded the motion and upon the call of the roll the following vote resulted:


Mr. Wade	- YEA
Mr. Gabbard	- YEA
Mr. Muterspaw	- YEA

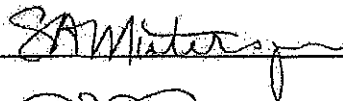
Resolution adopted at a regular public meeting conducted April 24, 2023.

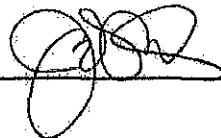
**THE BOARD OF
CLEARCREEK TOWNSHIP TRUSTEES**

**Law Director Bryan Pacheco
Approved as to form**









Resolution

Number 23-0617

Adopted Date May 16, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR SORAYA FARMS, LLC, FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS, SECTION SEVEN SITUATED IN CLEARCREEK TOWNSHIP

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

BOND RELEASE

Bond Number	: 20-006 (P/S)
Development	: Soraya Farms, Section Seven
Developer	: Soraya Farms, LLC
Township	: Clearcreek
Amount	: \$70,761.34
Surety Company	: Unity National Bank (LOC 1224210405546)

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Soraya Farms, LLC, Attn: Adam Sweeney, 8534 Yankee St., Dayton, OH 45458
Unity National Bank, 212 N. Main St., P.O. Box 913, Piqua, OH 45356
Engineer (file)
Bond Agreement file

Resolution

Number 23-0618

Adopted Date May 16, 2023

APPROVE MONACO CIRCLE AND ROCHELLE LANE IN SORAYA FARMS, SECTION SEVEN FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Monaco Circle and Rochelle Lane have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2543-T	Monaco Circle	0'-29'-0'	0.188
2607-T	Rochelle Lane	0'-29'-0'	0.044

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

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

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS

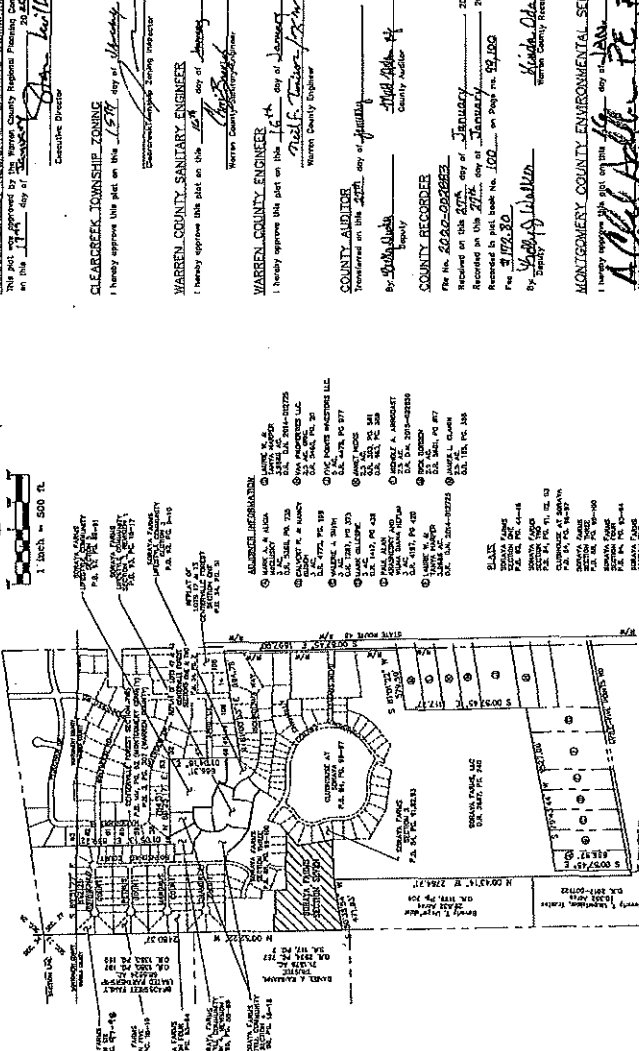


Krystal Powell, Deputy Clerk

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

SORAYA FARMS SECTION SEVEN

LOCATED IN:
SECTION 27 TOWN 3, RANGE 5 M.R.s.
CLEARCREEK TOWNSHIP
WARREN COUNTY, OHIO
CONTAINING: 9.6477 AC.
JANUARY, 2020



OWNER'S CONSENT AND DEDICATION:
The undersigned hereby do hereby consent and dedicate to the public use of the property shown on this plat for the purposes of public utility and for the installation, maintenance, and operation of public utility lines and facilities thereon. The undersigned do hereby agree to pay for the cost of the installation, maintenance, and operation of such public utility lines and facilities thereon. The undersigned do hereby agree to pay for the cost of the installation, maintenance, and operation of such public utility lines and facilities thereon. The undersigned do hereby agree to pay for the cost of the installation, maintenance, and operation of such public utility lines and facilities thereon.

RESTRICTION AND COVENANTS:
This plat is subject to the restrictions, covenants, and easements shown on the plat. The undersigned do hereby agree to be bound by the restrictions, covenants, and easements shown on the plat. The undersigned do hereby agree to be bound by the restrictions, covenants, and easements shown on the plat. The undersigned do hereby agree to be bound by the restrictions, covenants, and easements shown on the plat.

DRAINAGE STATEMENT:
The undersigned do hereby certify that the drainage system shown on this plat is in accordance with the drainage system shown on the plat. The undersigned do hereby certify that the drainage system shown on this plat is in accordance with the drainage system shown on the plat. The undersigned do hereby certify that the drainage system shown on this plat is in accordance with the drainage system shown on the plat.

LIEN HOLDER:
The undersigned do hereby certify that the lien shown on this plat is in accordance with the lien shown on the plat. The undersigned do hereby certify that the lien shown on this plat is in accordance with the lien shown on the plat. The undersigned do hereby certify that the lien shown on this plat is in accordance with the lien shown on the plat.

CERTIFICATE OF NOTARY PUBLIC:
I, the undersigned, a Notary Public in and for the State of Ohio, do hereby certify that the foregoing plat is a true and correct copy of the original plat as the same appears in my records. I have not observed any fraud or illegality in the execution of this plat. I have not observed any fraud or illegality in the execution of this plat. I have not observed any fraud or illegality in the execution of this plat.

OWNER:
SORAYA FARMS, LLC
Sherry Oates
Kylene Plummer

CERTIFICATE OF NOTARY PUBLIC:
State of Ohio
County of Montgomery
I, the undersigned, a Notary Public in and for the State of Ohio, do hereby certify that the foregoing plat is a true and correct copy of the original plat as the same appears in my records. I have not observed any fraud or illegality in the execution of this plat. I have not observed any fraud or illegality in the execution of this plat. I have not observed any fraud or illegality in the execution of this plat.

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COUNTY COMMISSIONERS:
Warren County Commissioners
I hereby approve this plat on this 15th day of January 2020.

CLEARCREEK TOWNSHIP ZONING:
I hereby approve this plat on this 15th day of January 2020.

WARREN COUNTY SANITARY ENGINEER:
I hereby approve this plat on this 15th day of January 2020.

WARREN COUNTY ENGINEER:
I hereby approve this plat on this 15th day of January 2020.

COUNTY AUDITOR:
I hereby approve this plat on this 15th day of January 2020.

COUNTY COMMISSIONERS:
Montgomery County Commissioners
I hereby approve this plat on this 15th day of January 2020.

WARREN COUNTY ENGINEER:
I hereby approve this plat on this 15th day of January 2020.

COUNTY AUDITOR:
I hereby approve this plat on this 15th day of January 2020.

WARREN COUNTY ENGINEER:
I hereby approve this plat on this 15th day of January 2020.

COUNTY AUDITOR:
I hereby approve this plat on this 15th day of January 2020.

WARREN COUNTY REGIONAL PLANNING COMMISSION:
I hereby approve this plat on this 15th day of January 2020.

CLEARCREEK TOWNSHIP ZONING:
I hereby approve this plat on this 15th day of January 2020.

WARREN COUNTY SANITARY ENGINEER:
I hereby approve this plat on this 15th day of January 2020.

WARREN COUNTY ENGINEER:
I hereby approve this plat on this 15th day of January 2020.

COUNTY AUDITOR:
I hereby approve this plat on this 15th day of January 2020.

REED REFERENCE:
I hereby certify that the plat was prepared in accordance with the Administrative Code of Warren County, Ohio, and that the same is a true and correct copy of the original plat as the same appears in my records. I have not observed any fraud or illegality in the execution of this plat. I have not observed any fraud or illegality in the execution of this plat. I have not observed any fraud or illegality in the execution of this plat.

CERTIFICATION:
I hereby certify that the plat was prepared in accordance with the Administrative Code of Warren County, Ohio, and that the same is a true and correct copy of the original plat as the same appears in my records. I have not observed any fraud or illegality in the execution of this plat. I have not observed any fraud or illegality in the execution of this plat. I have not observed any fraud or illegality in the execution of this plat.

THE BASIS OF BEARINGS:
The bearings shown on this plat are based on the bearings shown on the plat. The bearings shown on this plat are based on the bearings shown on the plat. The bearings shown on this plat are based on the bearings shown on the plat.

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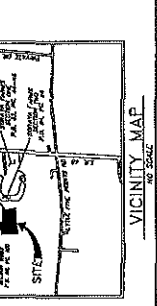
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REINKE GROUP
Professional Surveyors
1500 Montgomery Road, Dayton, OH 45424
(937) 438-3867

OWNERS:
SORAYA FARMS, LLC
DESIGN HOMES AND DEVELOPMENT CO., INC.
DAYTON, OHIO 45458
(937) 438-3867



RESOLUTION 5425
CLEARCREEK TOWNSHIP TRUSTEES
Warren County, Ohio
April 24, 2023

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE IN
SORAYA FARMS SUBDIVISION, SECTIONS SIX AND SEVEN, CLEARCREEK
TOWNSHIP, WARREN COUNTY, OHIO, AND DISPENSING WITH THE
SECOND READING**

WHEREAS, the Board of County Commissioners for Warren County has accepted the following streets in Soraya Farms Subdivision, Sections Six and Seven, and approved them for maintenance by Clearcreek Township, and Clearcreek Township is accepting them for maintenance (relevant parts of): Monaco Circle, Rochelle Lane, and Rothschild Court.

NOW THEREFORE, BE IT RESOLVED by the Board of Clearcreek Township Trustees that:

SECTION 1. Clearcreek Township accepts for maintenance the relevant parts of the following streets in Soraya Farms Subdivision, Sections Six and Seven: Monaco Circle, Rochelle Lane, and Rothschild Court as depicted in the attached Exhibit.

SECTION 2. The Trustees of Clearcreek Township, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days and authorizes the adoption of this Resolution upon its first reading.

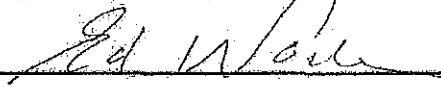
Mr. MUTERSPAW moved to adopt the foregoing Resolution. Mr. GABBARD seconded the motion and upon the call of the roll the following vote resulted:


Mr. Wade	- YEA
Mr. Gabbard	- YEA
Mr. Muterspaw	- YEA

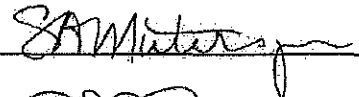
Resolution adopted at a regular public meeting conducted April 24, 2023.

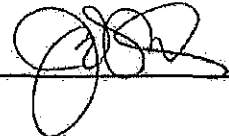
THE BOARD OF
CLEARCREEK TOWNSHIP TRUSTEES

Law Director Bryan Pacheco
Approved as to form









Resolution

Number 23-0619

Adopted Date May 16, 2023

APPROVE VARIOUS RECORD PLATS

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

- Shaker Run Section 10, Phase B, Revision One Replat – Turtlecreek Township

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Plat File
RPC

Resolution

Number 23-0620

Adopted Date May 16, 2023

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND 2245

BE IT RESOLVED, to approve the following appropriation adjustment:

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

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

MRB/

cc: Auditor _____
Appropriation Adjustment file
Prosecutor (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0621

Adopted Date May 16, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE TREASURER'S OFFICE
FUND 11011130

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 5000.00	from	11011130-5102	(Reg Salaries)
	into	11011130-5370	(Software – Non Data Bd.)

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: Auditor
Appropriation Adj. file
Treasurer (file)

Resolution

Number 23-0622

Adopted Date May 16, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	ERGOFLEX SYSTEMS INC	TEL ADDITIONAL DISPATCH MONITO	\$ 33,046.50
JUV	WARREN CO EDUCATIONAL SERVICE CNTR	JUV RECLAIM TRUANCY PROGRAM	\$ 35,000.00
JUV	WARREN CO EDUCATIONAL SERVICE CNTR	JUV RECLAIM PARENT SUCCESS	\$ 25,000.00
ENG	REQ BLANKET VENDOR	ENG. TEMP ENT AND WORK AGREEME	\$ 1.00
ENG	REQ BLANKET VENDOR	ENG. TEMPORARY ENTRANCE AND WO	\$ 1.00
LAW	STAPLES CONTRACT & COMMERCIAL INC	LAW OFFICE FURNITURE	\$ 2,000.00

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
------------	-------------	-------------	--------

5/16/2023 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 23-0623

Adopted Date May 16, 2023

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATIONS FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR TWO EVENTS AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, Empresa La Madero is holding events at the Warren County Fairgrounds on May 21, 2023 and June 2, 2023; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign permit applications from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Empresa La Madero for the purpose of obtaining a liquor license for events to be held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control
Agricultural Society (file)
Empresa La Madero

Resolution

Number 23-0624

Adopted Date May 16, 2023

APPROVE AMENDMENTS TO THE WARREN COUNTY SUBDIVISION REGULATIONS

WHEREAS, pursuant to Ohio Revised Code Section 711.10, this Board met the 16th day of May 2023, to consider amendments to the Warren County Subdivision Regulations; and

WHEREAS, this Board is in receipt of a recommendation from the Warren County Regional Planning Commission to amend the Warren County Subdivision Regulations and has considered testimony from all those desiring to speak in favor of or in opposition to said amendments; and

NOW THEREFORE BE IT RESOLVED, approve amendments to the Warren County Subdivision Regulations; said amendments as attached hereto and made a part hereof.

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

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

Resolution adopted this 16th day of May 2023.

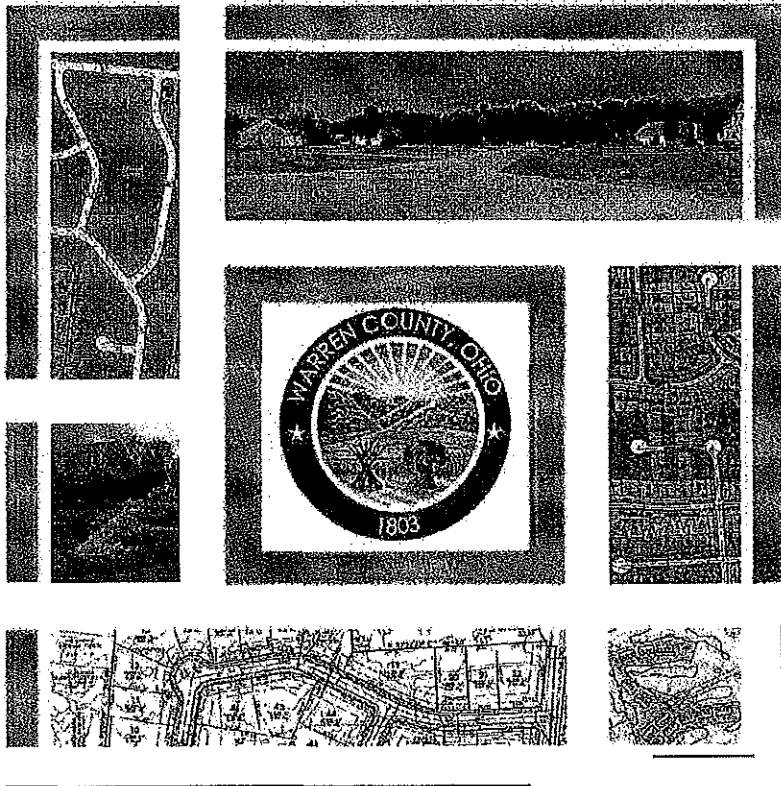
BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Deputy Clerk

/to

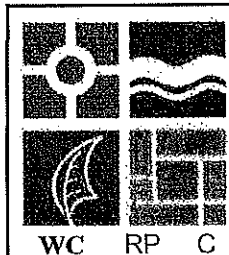
cc: RPC (file)
Public Hearing file

SUBDIVISION



REGULATIONS

August 22, 2019



WARREN COUNTY SUBDIVISION REGULATIONS

October 1978

Amendments adopted by Warren County Board of Commissioners

May 20, 1986

July 7, 1987

August 24, 1989

January 19, 1993

September 12, 1995

May 18, 2010

June 14, 2016

April 25, 2017

September 24, 2019

Amendments adopted by Warren County Regional Planning Commission

May 22, 1986

March 26, 1987

August 24, 1989

December 17, 1992

September 22, 1994

September 25, 1995

November 15, 2001

July 25, 2002

June 26, 2003

September 15, 2004

May 26, 2005

October 27, 2005

January 25, 2007

June 28, 2007

April 22, 2010

September 25, 2014

November 20, 2014

April 14, 2015

October 13, 2015

April 25, 2017

August 22, 2019

Warren County Regional Planning Commission
406 Justice Drive, Lebanon, Ohio 45036

WARREN COUNTY REGIONAL PLANNING COMMISSION

Officers

Kurt Weber ~~Sam Hill~~ – Chairman
Chris Brausch – Vice Chairman
Stan Williams – Secretary
Duane Stansbury ~~Michael Shaffer~~ – Treasurer

Board Members

Jacqueline Adkins	Gabriel Drake	Kristin Malhotra
Stephanie Austin	Elmer Dudas	Darrell McKinney
Jordie Bacon	Larry Easterly	James Metz
Bob Beebe	John Edelmann	Grey Meyer
Pat Bennett	Donald "Gus" Edwards	Steve Muterspaw
Susan Bitzer	Jason Fisher	Greg Orosz
Michele Blair	Scott Fitzsimmons	Jeff Palmer
Tammy Boggs	Jim Frederick	Charles Petty
Melissa Bour	Lindsey Gehring	Kip Ping
Chris Brausch	Tom Grossman	Chris Pozzuto
Linda Burke	Eric Hansen	Eric Reiners
Dan Casson	Lelle Hedding	John Richardson
Denny Centers	Jennifer Heft	Kurt Seiler
Shane Centers	Sam Hill	Julie Seitz
Molly Conley	Tom Isaacs	Michael Shaffer
Barry Conway	Matt Jennings	Duane Stansbury
Gary Copeland	Shannon Jones	Cathy Walton
Darryl Cordrey	Kameryn Jones	Kurt Weber
Scott Csendes	Chris Koch	Jonathan Westendorf
Kevin Curran	Stacey Lowing	Judy Whitacre

Staff

Stan Williams – Executive Director
Ryan Cook ~~Greg Orosz~~ – Senior Planner
~~Robert Ware~~ – Subdivision Specialist
Hadil Lababidi – Planner II
Elizabeth Dakin – Planner II
~~Duncan Mcdone~~ Ryan Cook – Planner I
Cameron Goschinski ~~Doug Obringer~~ – Planner I
Sharon Coffman – Office Manager

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PREAMBLE

A resolution of the Warren County Regional Planning Commission enacted in accordance with Chapter 711, Ohio Revised Code (ORC), and for the purposes of protecting the public health, safety, comfort, convenience, and general welfare; for the avoidance of congestion of population; and regulating the development of subdivided areas; promoting the proper arrangement of streets and layout of lots; providing for adequate and convenient provision of open spaces, utilities, recreation, and access to service and emergency vehicles; providing for adequate provision of water, drainage, sewer, and other sanitary facilities; providing for the administration of these regulations and defining the powers and duties of the administrative officers; prescribing penalties for the violation of the provisions in this resolution or any amendment thereto; and for the repeal thereof.

Now therefore be it resolved by the Warren County Regional Planning Commission:

ARTICLE I

TITLE, SCOPE AND JURISDICTION

SECTION 100: TITLE

These regulations shall be known and may be cited and referred to as the "Warren County Subdivision Regulations" and shall hereinafter be referred to as "these regulations."

SECTION 101: PURPOSE

These regulations are adopted to secure and provide for:

- A. The proper management of streets or highways in relation to existing or planned streets or highways, or to the Official Warren County Thoroughfare Plan and Comprehensive Plan.
- B. Adequate and convenient open spaces for vehicular and pedestrian traffic, utilities, access of fire fighting apparatus, recreation, light, air and the avoidance of congestion of population.
- C. To facilitate the orderly and efficient layout and the appropriate use of the land.
- D. To provide for the accurate surveying of land, preparing and recording of plats and the equitable handling of all subdivision plats by providing uniform procedures and standards for observance by both the approving authority and subdividers.

SECTION 102: AUTHORITY

The Ohio Revised Code, Section 711.10 enables the Warren County Regional Planning Commission to adopt regulations governing plats and subdivisions of land within their jurisdiction. The Warren County Regional Planning Commission has adopted a plan for major streets or highways of Warren County, a statutory requirement for reviewing plats or subdivisions.

SECTION 103: ADMINISTRATION

The Warren County Regional Planning Commission, hereinafter referred to as the Regional Planning Commission, shall administer these regulations.

SECTION 104: JURISDICTION

These rules and regulations shall be applicable to all subdivisions of land within the unincorporated area of Warren County.

SECTION 105: RELATIONS TO OTHER LAWS

The provisions of these regulations shall supplement any and all laws of the State of Ohio, resolutions of Warren County, or any and all rules and regulations promulgated by authority of such law or resolution, relating to the purpose and scope of these regulations. Whenever the requirements of these regulations are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, or resolutions, the most restrictive or that imposing the higher standards shall govern except as provided in Article V of these regulations. Whenever a township or part thereof has adopted a county or township zoning plan, under the provisions of Section 303 or 519, Ohio Revised Code, all proposed subdivisions shall meet the requirements of said zoning plan, as well as the provisions of these regulations.

SECTION 106: AMENDMENTS

These regulations may be amended, after public hearing and other requirements as specified in the Ohio Revised Code, except staff may make grammatical, numerical and section reference corrections to the Warren County Subdivision Regulations without such changes being subject to the review process and provided that such changes do not alter the meaning of the regulations.

SECTION 107: SEPARABILITY

If for any reason, any clause, sentence, paragraph, section or other part of these regulations should be decided by a court of competent jurisdiction to be invalid, such judgment shall not affect the validity of these regulations as a whole, or any part thereof, other than the part so held to be invalid.

SECTION 108: DISCLAIMER OF LIABILITY

The County shall not be responsible for maintaining any subdivision improvements until such time as such improvements have been accepted by the County. Prior to such date, the County shall not be responsible for any suits, actions or claims of any character brought on account of any injuries or damage sustained by any person or property in connection with such subdivision improvements.

ARTICLE II

DEFINITIONS

SECTION 200: INTERPRETATIONS OF TERMS OR WORDS

For purpose of these regulations, certain terms or words used herein shall be interpreted as follows:

- A. The word, "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual.
- B. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.
- C. The word "shall" is a mandatory requirement, the word "may" is a permissive requirement, and the word "should" is a preferred requirement.
- D. The words "used" or "occupied" include the words "intended, designed, or arranged to be used or occupied."
- E. The word "lot" includes the words "plot" or "parcel."

SECTION 201: DEFINITIONS

ACCESS MANAGEMENT – The process and action of providing for and managing access to and from land by vehicles typically associated with the use location, while preserving and promoting the movement of traffic to be as safe and effective as possible, per the Access Management Regulations of Warren County, Ohio.

ACCESS POINT – A roadway connection between a subdivision and an adjoining property or roadway. Access points include, but are not limited to, street stubs to adjacent undeveloped properties, connections to existing street stubs, and points of ingress/egress on existing public roadways (i.e. arterial, collector/distributor, collector, and local roads)

AQUIFER – A consolidated or unconsolidated geologic formation or series of formations that are hydraulically interconnected and that have the ability to receive, store or transmit water.

AS-BUILT PLANS – A complete set of reproducible drawings, including an electronic AutoCAD file of the drawing, drawn to scale, with field-verified locations of improvements shown on the construction drawings, including but not limited to water mains; sanitary and storm sewer alignments, grades, and sizes; sanitary manholes, storm manhole, and catch basin locations with elevations for rim and all flow lines; sanitary sewer building tap locations; waterline locations; detention/retention basin volume checks; water house service tap locations; fire hydrant locations; valve locations; and all changes from approved construction drawings.

ASSURANCE OF COMPLETION – A contract secured by a performance bond or other guarantee or security satisfactory to the Warren County Board of Commissioners guaranteeing completion of public improvements which are required by these regulations.

BASE FLOOD – The flood having a one percent chance of being equaled or exceeded in any given year. The base flood may also be referred to as the one hundred-(100) year flood.

BERM – A man-made, linear earthen mound of at least 18 inches in height from grade designed to provide buffering or screening of undesirable views, abate noise trespass, etc.

BIKEWAY OR BICYCLE PATH – An area specifically for bicycling which is physically separated from motorized vehicular traffic by an open space or barrier and either within the highway right-of-way, within an independent right-of-way or through private property that is owned by a Homeowners Association.

BUILDING LIMITS – An area designated on the plat which defines the limits within which a building may be placed.

BUILDING PAD – A building site prepared by artificial means, including, but not limited to, grading, excavation, or filling, or any combination thereof.

BUILDING SETBACK LINE – See setback line in these regulations.

BUFFER – An area of healthy and viable vegetation or mounded earth, adjoining or surrounding a land use that is intended to screen and soften the effects from another use.

CHANNEL – A natural stream or drainage way that conveys water; a ditch excavated for the flow of water.

COMPREHENSIVE PLAN OF WARREN COUNTY, OHIO – A series of component documents prepared ~~and adopted~~ by the Warren County Regional Planning Commission (RPC) and adopted by the Board of County Commissioners, and various other applicable public entities which establish the goals, objectives and policies for capital improvements programming, economic development, housing, natural hazards mitigation, land use, parks and open space, sanitary sewer, water, transportation, and any other specified subject matters involving or related to use and development of land with Warren County, Ohio.

CONCENTRATED STORMWATER RUNOFF – Surface runoff which converges and flows primarily through water conveyance features such as swales, gullies, waterways, channels, culverts or storm sewers.

CONDOMINIUM – "Condominium property" means and includes the land together with all buildings, improvements, and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property which have been submitted to the provisions of Chapter 5311 of the Ohio Revised Code and which are subject to said Chapter 5311.

CONGESTION OF POPULATION – A condition to be avoided whenever practicable, due to intensity of proposed development, as determined by the Warren County Regional Planning Commission, evidenced by the risk for the creation of one (1) or more of the following conditions:

- a. Reduction of levels of service, ~~Per Section 403 (Level of Service Standard)~~ on affected roads, as determined by the Warren County Engineer; or reductions in safety on affected roads, as determined by the applicable local emergency response agencies, as applicable by jurisdiction or location.
- b. Insufficient public water service capacity and/or pressure, as determined by the Warren County Sanitary Engineer, other public provider or rural cooperative (e.g. Western Water Company), as applicable by jurisdiction or location; or insufficient groundwater supply for private wells, cisterns, or holding tanks, as determined by the Warren County Combined Health District.
- c. Insufficient wastewater treatment plant capacity or on-site wastewater disposal capability, with the potential for the creation of unsanitary conditions, as determined by the Warren County Commissioners, Warren County Sanitary Engineer and/or the Warren County Combined Health District, and/or Ohio Environmental Protection Agency, as applicable by jurisdiction or location;
- d. Undesirable or unsafe stormwater management, due to intensity of proposed development, not otherwise mitigated, as determined by the Warren County Engineer; or undesirable or unsafe conditions within Federal Emergency Management Agency (FEMA) designated 100 Year Flood Plain, due to intensity of proposed development, as determined by the Chief Building Official of Warren County.
- e. Potential for unsafe erosion or sedimentation, due to intensity of proposed development or less than best management practices, not otherwise mitigated, as determined by the Warren County Soil & Water Conservation District.
- f. Development proposed on hydric soils, not otherwise mitigated, demonstrated through the review of a wetlands determination at developer expense, as determined by the U.S. Army Corps of Engineers; or
- g. Development proposed on unstable or steeply sloped soils, not otherwise mitigated, demonstrated through the review of a geo-technical study at developer expense, as determined by the Chief Building Official of Warren County.

COMPLETELY SUBDIVIDED – When the original tract (as defined in Article II) has been subdivided to the point that all the acreage of the original tract has been included in one or more lots or parcels, and further subdividing such lots or parcels into more than five lots or

parcels less than five acres in size, or involving one or more lots or parcels involving new public streets or roads or easements of access, requires a Plat.

CONSERVATION – The wise use and management of natural resources.

CORNER LOT – See Lot Types in these regulations.

COUNTY COMMISSIONERS – Board of County Commissioners of Warren County, Ohio.

COUNTY ENGINEER – Warren County Engineer.

COVENANT – A written pledge or promise.

CROSSWALK – Any portion of roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

CUL-DE-SAC – See definition of Street Types in these regulations.

CULVERT – A transverse drain that channels water under a bridge, street or driveway.

CUT AND FILL SLOPES – A portion of land surface or area from which soil material is excavated and/or filled forming a slope or embankment.

DEAD END/STUBBED STREET – See definition of Street Types in these regulations.

DENSITY – A unit of measurement; the number of dwelling units per acre of land.

DENSITY, GROSS – the number of dwelling units per acre of the total land to be developed (including interior streets, natural resources, and easements).

- a. ~~**Net Density** – the number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses (excluding interior right-of-way).~~

DESIGN EXCEPTION – An alternative to previously set design criteria which provides a logical and cost effective engineering approach in extreme or unusual situations.

DETENTION STRUCTURE – A permanent or temporary structure for the temporary storage of runoff which is designed so as not to create a permanent pool of water.

DEVELOPER – Any individual, subdivider, firm, association, syndicate, partnership, corporation, trust, or any other legal entity commencing proceedings under these regulations to effect a subdivision of land hereunder for himself or for another.

DEVELOPMENT AREA – Any tract, lot or parcel of land or combination of tracts, which are in one ownership, or are contiguous and in diverse ownership where earth-disturbing activity is to be performed.

DIMENSIONS – Geometric measurements in length and/or width which denotes a physical area. (i.e. a lot or street right-of-way).

DIRECTOR OF TRANSPORTATION – The Director of the State of Ohio Department of Transportation.

DITCH – An open channel either excavated or natural for the purpose of drainage or irrigation.

DRIVEWAY – A vehicular travel way used to provide access from a street to dwelling units or commercial or industrial activities. Driveways are designed for low travel speeds and are often used as, or are integral with, parking areas for vehicles.

DWELLING UNIT – one room or a suite of two (2) or more rooms, designed for or used by one family or housekeeping unit for living and sleeping purposes and which includes permanently installed cooking and lawfully required sanitary facilities.

DWELLING UNITS – All dwelling units shall be classified as one of the following:

- a. **Single family detached** – A dwelling unit that is not physically attached to or contained within the same building as any other dwelling unit.
- b. **Single family attached** – A dwelling unit which shares part of the same physical structure as other dwelling units, but has a separate exterior entrance. Dwelling units that share a common stairway for the entrance shall be considered multi-family dwelling units.
- c. **Multi-family** – A dwelling unit that shares the same physical structure and the same exterior entrances with other dwelling units.

EARTH DISTURBING ACTIVITY – Any dumping, excavating, filling, or other alteration of the earth's surface where natural or man-made ground cover is destroyed and which may result in or contribute to erosion and sediment pollution.

EASEMENT – A particularly described area of exclusive or non-exclusive legal interest in, on, under, over or through a portion of a parcel of land or appurtenance thereto created by a written instrument whereby the owner of the parcel grants to the owner of a separate parcel of land or appurtenance thereto, or utility, the right to make lawful and beneficial use of the particularly described area.

ENGINEER – Any person registered to practice as a professional engineer in the State of Ohio as specified in Section 4733.14, Ohio Revised Code.

EROSION – The process by which the land surface is worn away by the action of water, wind, ice or gravity.

EROSION AND SEDIMENT CONTROL – A strategy or plan to minimize soil erosion and offsite sedimentation.

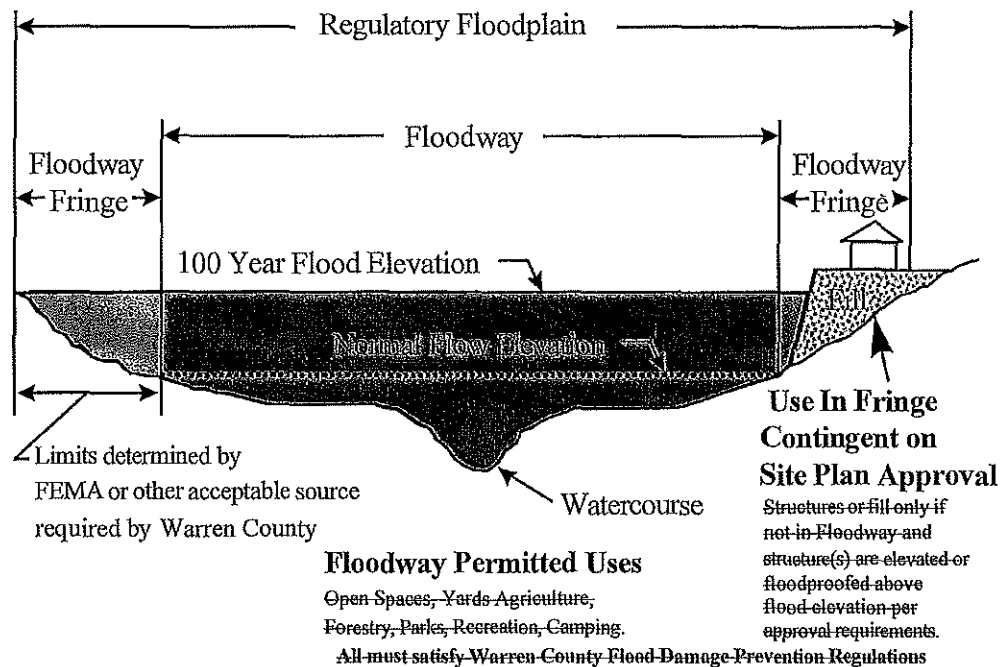
EROSION AND SEDIMENT CONTROL PLAN – An erosion and sediment control strategy or plan, to minimize erosion and prevent off-site sedimentation by containing sediment on-site or by passing sediment laden runoff through a sediment control measure, prepared and approved in accordance with the specific regulations adopted by the County Commissioners.

EXECUTIVE DIRECTOR – The Executive Director of the Warren County Regional Planning Commission.

FAMILY – A group of persons who form a single household.

FINAL PLAT – A more detailed version of the approved or modified preliminary plat, which is recorded in the Office of the Warren County Recorder after approval by the Regional Planning Commission.

FLOOD PLAIN (100 YEAR) – The temporary inundation of normally dry land along a watercourse by a flood that is likely to occur once in a 100 year period or that has a one percent (1%) chance of occurring in any given year within a 100 year period (see illustration)



FLOODPLAIN, REGULATORY – Land under and along a watercourse which is subject to inundation by a 100-year flood, as determined by the Federal Emergency Management Agency (FEMA) or other source determined acceptable per the Warren County Flood Damage Prevention Regulations (see illustration).

FLOODWAY – Land under and along a watercourse in a regulatory floodplain which is calculated or otherwise observed as required to carry and discharge the flood waters of a 100-year flood without obstruction, as designated by the Federal Emergency Management Agency (FEMA) or other acceptable source (see illustration).

FLOODWAY FRINGE – Land along a floodway in a regulatory floodplain which as calculated or observed serves as a storage area for the flood waters of a 100-year flood, as designated by the Federal Emergency Management Agency (FEMA) or other acceptable source (see illustration).

FREQUENCY YEAR STORM – A rainfall event of a magnitude with a specified average occurrence interval and is calculated with soil conservation service type II twenty-four hour curves or depth-duration frequency curves.

GRADING – Earth Disturbing activity such as excavation, stripping, cutting, filling, stockpiling, or any combination thereof.

GROWTH MANAGEMENT – The use of the necessary range of techniques to determine the amount, type, location and rate of growth, for the public purpose of the avoidance of congestion of population.

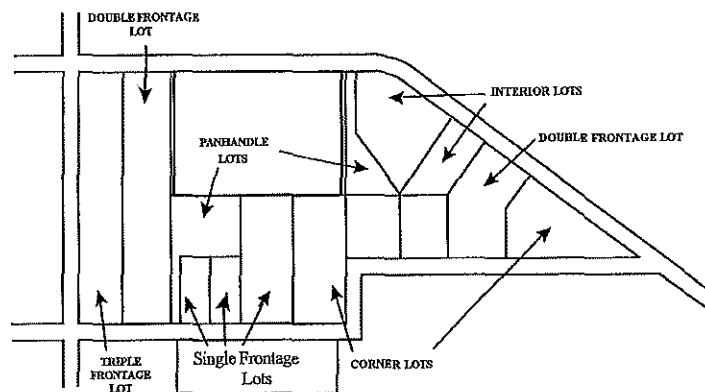
HOME OWNERS ASSOCIATION – An organization established for the care and maintenance of storm water and detention facilities and other common areas as determined by the Planning Commission.

IMPERVIOUS SURFACE – Any material that prevents impedes or slows the infiltration or absorption of stormwater into the ground, including building roofs and concrete or asphalt pavement.

IMPROVEMENTS – Street pavement, curbs, gutters, sidewalks, water lines, sewer lines, storm drains, street lights, flood control and drainage facilities, utility lines, landscaping, and other related matters, whether public or private, normally associated with the development of raw land into building sites.

LEVEL OF SERVICE (LOS) – A qualitative measure describing a range of traffic operating conditions such as travel speed and time, freedom to maneuver, traffic interruptions, and comfort and convenience as experienced and perceived by motorists and passengers. Six levels are defined, from "A" to "F"; with "A" representing the best range of conditions and "F" the worst.

LOT – A piece of land described legal boundary, per the types and terms defined as follows (see illustration).



LOT AREA – The total computed area contained within the lot lines exclusive of any portion of a public right-of-way or a private access easement.

LOT FRONTAGE – Any boundary of a lot in common with the right-of-way (or roadway easement) line of a public road/street that is along the boundary, as established by the Warren County Thoroughfare Plan.

LOT MEASUREMENT – A lot shall be measured as follows:

LOT OF RECORD – A lot that met the requirements of the Zoning Code that was in effect at the time of its creation.

LOT TYPES –

- a. **Corner Lot** – A lot bordered by public roads/streets along two (2) or more of its intersecting boundaries.
- b. **Double Frontage Lot** – A lot having frontage along two (2) public roads/streets at opposite ends of the lot.
- c. **Interior Lot** – A lot having frontage along one public road/street.
- d. **Reversed Frontage Lot** – A lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.
- e. **Panhandle Lot** – A lot which the only legal road/street frontage is at one end of a narrow strip of land which extends back from the road/street to the body portion of the lot.

MAINTENANCE BOND – An agreement by a subdivider or developer with Warren County, for a percentage of the established construction cost, used as a guarantee against any deficiencies which might develop over a predetermined period of time in the physical improvements which have been constructed within a subdivision.

MINOR SUBDIVISION OR LOT SPLIT – A division of a parcel of land that does not involve the approval of a plat by the Regional Planning Commission as authorized by Section 711.131, Ohio Revised Code.

MONUMENTS – Permanent concrete, iron or other markers used to define and establish all lines of the plat of a subdivision, including all lot corners, boundary line corners, and points of change in street alignment.

OFFICIAL THOROUGHFARE PLAN – The Official Thoroughfare Plan of Warren County, Ohio, establishing the official proposed right-of-way width of major streets on file in the office of the Recorder of Warren County, Ohio, and in the office of the Regional Planning Commission, together with all amendments thereto subsequently adopted, by the Regional Planning Commission.

OPEN SPACE – An open area which may be on the same lot with a building. The area may include, along with the natural environment features, swimming pools, tennis courts, any other recreational facilities that the zoning authority planning commission deems permissive. ~~Streets, structures for habitation, and the like shall not be included.~~

ORIGINAL TRACT – A contiguous quantity of land held in common ownership which has not been subdivided by the existing owner or owners.

OUTLOT – Property shown on a subdivision plat outside of the boundaries of the land that is to be subdivided and which is to be excluded from the development of the subdivision.

OWNER – Someone who holds a right of possession and title to a parcel or tract of land.

PAPER STREET – An area of public right-of-way, often reserved as a stub for future access, which does not contain a constructed street.

PARK – An area of land containing pasture, woods, lakes, etc. which are used for public recreational purposes.

PARKING LOT – A portion of a parcel of land devoted to unenclosed parking spaces.

PARKING SPACE – An area designated for the parking of a single motor vehicle.

PERFORMANCE BOND OR SURETY BOND – An agreement by a subdivider or developer with Warren County for the amount of the established construction cost guaranteeing the completion of physical improvements according to plans and specifications within the time prescribed by the subdividers agreement (Can also take the form of a certified check, escrow account or letter of credit).

PLANNED UNIT DEVELOPMENT – A land area zoned if approved as requested by the owner(s) or designated agent for unified development with flexible restrictions on residential, commercial, industrial and/or public uses.

PLAT – A map describing a piece of land and its features, such as boundaries with dimensions, lots, roads, and easements.

PLAT OF SURVEY – A land survey performed by a professional surveyor which identifies a minor subdivision or lot split.

PRELIMINARY PLAN – The initial proposal, including both narrative and site design information, intended to provide the Regional Planning Commission with a firm understanding of the manner in which the site in question is to be developed.

PRIVATE STREET – A street which is permitted only within a Planned-unit Development (PUD) and is privately owned and maintained, with access provided by way of an easement or a separate lot within the PUD.

PUBLIC UTILITY EASEMENT – The easement which adjoins the right-of-way on both sides of a street and is used for the maintenance of vehicle sight distances, the placement of stormwater drainage, sewer, water, sidewalks, natural gas, electric, telephone, cable television or other facilities or utilities, and for street maintenance.

PUBLIC WAY – An alley, avenue, boulevard, bridge, expressway, freeway, highway, land, parkway, right-of-way, road, sidewalk, street, subway, tunnel, viaduct, walk, or other way in which the general public or public entity have a right of travel, or which are dedicated for travel purposes, whether improved or not.

REGIONAL PLANNING COMMISSION – The Warren County Regional Planning Commission.

REPLAT – A new recording or a previously recorded subdivision in which the purpose is to modify some portion of the originally recorded plat.

RETENTION STRUCTURE – A permanent structure that provides for the storage of runoff by means of a permanent pool of water.

RIGHT-OF-WAY – Land owned or purchased by or dedicated to the public for use as a public way, most often for the purpose of containing a road or street.

RUNOFF – The portion of precipitation in excess of the infiltration capacity of underlying soils to absorb and contain which drains away from and runs off the surface of land.

SANITARY SEWERS – An approved sewage disposal system which provides a collection network and disposal system and central sewage treatment facility for a single development, community or region.

SANITARY WASTE TREATMENT, ON SITE – A mound system or similar installation on an individual lot which utilizes a bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.

SEDIMENT – Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity, or ice, and has come to rest on the earth's surface.

SETBACK – The distance which a building or structure is setback inward from a street right-of-way line or parcel boundary line.

SIDEWALK – A walkway that is typically located adjacent to a street. (See WALKWAY).

SOIL AND WATER CONSERVATION DISTRICT – As organized under Chapter 1515 of the Ohio Revised Code; referring to either the Soil and Water Conservation District Board, or its designated employee(s), hereinafter referred to as the Warren County Soil and Water Conservation District.

STORM WATER MANAGEMENT – Runoff water safely conveyed or temporarily stored and released at an allowable rate to minimize erosion and flooding.

STREAM – A body of water running or flowing on the earth’s surface or channel in which such flow occurs. Flow may be seasonally intermittent.

STREET – A public way same in function as a road, but most often within developer dedicated public right-of-way flanked by public utility easements, sidewalks and bikeways and having curb and gutters rather than side ditches for pavement drainage.

STREET TYPES – All streets are classified as provided in Section 3 of the Official Warren County Thoroughfare Plan and as below:

“Special Street Types” are defined as one of the following:

- a. **Cul-de-sac** – A local street with one (1) end open to traffic and the other end terminating in a circular, vehicular turnaround.
- b. **Dead-end Street** – Any classification of street temporarily having only one (1) outlet for vehicular traffic and intended to be extended or continued in the future.
- c. **Loop Street** – A local street, each end of which terminates at an intersection with the same street.
- d. **Marginal Access Street** – A local street, parallel and adjacent to an Arterial or Collector Street, which provides access to abutting properties while separating them from arterial or Collector Street traffic (also referred to as a Frontage Street).
- e. **One-Way Street** – A local street that carries traffic in one direction only.

STRUCTURE – Anything constructed or erected for use with location on, within, or attachment to the ground as regulated in a zoning code.

SUBDIVIDER – See the definition for Developer in these regulations.

SUBDIVISION – The Ohio Revised Code in Section 711.001 specifically defines a subdivision as:

1. The division of any parcel of land shown as a unit or as contiguous units on the last preceding general tax list and duplicate of real and public utility property, into two or more parcels, sites, or lots, any one of which is less than five acres for the purpose, whether immediate or future, of transfer of ownership, provided, however, that the following are exempt:
 - a. A division or partition of land into parcels of more than five acres not involving any new streets or easements of access;

- b. The sale or exchange of parcels between adjoining lot owners, where that sale or exchange does not create additional building sites;
 - c. If the planning authority adopts a rule in accordance with section 711.133 of the Revised Code that exempts from division (B)(1) of this section any parcel of land that is four acres or more, parcels in the size range delineated in that rule.
2. The improvement of one or more parcels of land for residential, commercial, or industrial structures or groups of structures involving the division or allocation of land for the opening, widening, or extension of any public or private street or streets, except private streets serving industrial structures, or involving the division or allocation of land as open spaces for common use by owners, occupants, or leaseholders or as easements for the extension and maintenance of public or private sewer, water, storm drainage, or other similar facilities.

SUBDIVISION, ACTIVE – The construction improvements made to a subdivision in the field. These improvements must commence within twelve (12) months of the filing of the record plat submittal and approval of the corresponding construction plans.

SURVEYOR – Any person registered to practice as a professional surveyor in the State of Ohio as specified in Chapter 4733, Ohio Revised Code.

TRAFFIC IMPACT – A condition, as represented by an increase in congestion, worsening levels of service or volume to capacity ratios, or reductions in safety of service or volume to capacity ratios, or reductions in safety and efficiency, on the public street and highway system.

VARIANCE – A variance is a modification of the standards or requirements of these regulations where such modification will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship.

VICINITY MAP – A drawing located on the plat which sets forth by dimensions or other means, the relationship of the proposed subdivision to the existing roadway system within Warren County in order to better locate and orient the area in question.

WALKWAY – An improved public way, four (4) feet or more in width, for pedestrian use only.

WATERCOURSE – A definite channel with bed and banks within which concentrated water flows, either continuously or intermittently.

WATERSHED – The drainage area in which a subdivision is located.

WETLANDS – Surface areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands

generally include swamps, marshes, bogs, and similar areas (1987 Corp of Engineer Wetland Delineation Manual).

YARD – An open space other than a courtyard, on the lot of a principal building, unoccupied by buildings or structures from the ground to the sky except by trees or shrubbery or as otherwise permitted per this Code. The depth of each required yard is measured between the setback line inward parallel from the lot line (see illustration).

- a. **Yard, Front** – A yard extending the full width of the lot between the road/street right-of-way line at the front of the lot and the closest point of contact to the principal structure, with the minimum depth thereof measured from the existing platted road/street right-of-way or, where none, that established by the Warren County Thoroughfare Plan (see illustration).
- b. **Yard, Rear** – A yard extending the full width of the lot between the closest distance from the rear lot line of rear-most point on a pie-shaped lot and the first point of contact by a principal structure (see illustration).
- c. **Yard, Side** – A yard extending from the front yard to the rear yard (except in the case of a corner lot) between the closest point of contact by a principal structure and the nearest side lot line (see illustration).

ZONING – Regulation by districts of the height, area, and use of buildings; use of land; and density of population.

ARTICLE III

PROCEDURES FOR SUBDIVISION APPROVAL

SECTION 300: GENERAL STATEMENT

No person, firm or corporation, proposing to create a subdivision within the territorial limits of these Regulations shall enter into any contract for the sale of, or shall offer to sell said subdivision or any part thereof, or shall proceed with any construction work on the proposed subdivision until said person, firm or corporation has obtained from the Planning Commission approval of the preliminary plat of the proposed subdivision. Any work performed prior to final plat approval will be at the risk of the developer.

SECTION 301: CONCEPT PLAN PROCESS/TECHNICAL ADVISORY COMMITTEE REVIEW

The concept plan process is meant to provide the applicant with expert opinions regarding issues and problems associated with a potential project, thereby aiding in the determination of project feasibility at an appropriately early stage. The Concept Plan is required as a first step in all subdivisions not eligible to be processed as a minor subdivision (lot split), alternative record plat, re-plats or right-of-way dedicated plat. The Concept Plan does not constitute a subdivision plan; plan application, preliminary plan, final plat, record plan, or formal plat review and action by the Warren County Regional Planning Commission (RPC) pursuant to Section 711.10 of the Ohio Revised Code (ORC). The Concept Plan may be waived only if a directly comparable process (including all requirements specified in Section 301.A below) has already been completed and approved by the applicable zoning authority as part of a planned unit development (PUD), or "cluster" or "conservation" option design, as defined by the applicable zoning authority. Though there is no formal action by the RPC Executive Committee on a Concept Plan application, in some cases during the Concept Plan review stage, the Committee may take formal action on an application for one or more Access Point Waiver Requests pursuant to Section 403(H) herein.

SECTION 302: CONCEPT PLAN APPLICATION REQUIREMENTS

- A. The application for Concept Plan shall be submitted digitally to the Warren County Regional Planning Commission in Adobe Portable Document Format (PDF) or other format found acceptable by the Executive Director or designee and shall consist of the following:
1. A completed application form.
 2. The proper fee as required by Section 902.
 3. Names, mailing addresses and parcel identification numbers of contiguous property owners of record at the time of application.

4. **General Information**

- i. Project name, address, Tax Map Number(s) and location
- ii. Contact Information:
- iii. Property owner(s) of record
- iv. Applicant(s) -- name and contact information
- v. Engineering, Surveyor, Professional Consultant -- name(s) and contact information
- vi. Location map showing relation of property to other subdivision phases, other developments and surrounding area

5. **Survey of Existing Conditions**

- i. Map Elements:
 1. Title
 2. Vicinity Map
 3. Scale
 4. North Arrow
- ii. Natural Features:
 1. Location of Floodplain boundaries
 2. Location of Watershed and sub-watershed boundaries
 3. The topography of the site at an appropriate contour interval depending on the nature of the use and the character of the site
 4. The major natural features of the site and within 500 feet of the site, including:
 - a. Wetlands
 - b. Streams
 - c. Ponds
 - d. Rivers
 - e. Aquifers (Groundwater Protection Areas)
 - f. Areas of significant wildlife habitat

- g. Forested areas
- h. Ridgelines
- i. Slopes in excess of 25 percent

iii. Physical and Administrative Features:

1. Existing zoning, including the total acreage of the entire property and total acreage of property in each zone, where a zoning district transects the property
2. A current aerial photograph of the site with project boundaries identified
3. A narrative documenting the location of area parks; public spaces; schools and other community facilities.
4. Location of visible or known man-made features of the site and within 500 feet of the site, including:
 - a. Bridges
 - b. Railroad Tracks
 - c. Buildings
 - d. Historic or cultural features
 - e. Trails
 - f. Historic structures or remnants
 - g. Archaeological resources
 - h. Cemeteries
 - i. Historic or current waste disposal sites
 - j. Any other important features
5. Roadway features, including:
 - a. Location and names of roads, showing right-of-way.
 - b. Driveway location(s) existing on the property and across the street for residential and commercial.

6. **Proposed Changes**

- i. Proposed location of any new roadway

- ii. Proposed street layout including connections to existing streets and adjacent properties, noting right-of-way width.
- iii. Proposed general driveway location(s) for non-residential subdivisions
- iv. Proposed amenities, including common areas, trails, or community buildings
- v. A narrative that explains how the proposed paths and trails tie into existing trails and demonstrate consistency with comprehensive plans.
- vi. If applicable, proposed boundaries or location of the following features:
 1. Open space
 2. Conservation areas
 3. Recreational areas
- vii. A narrative of the proposed approach for providing drinking water supply, waste water treatment, storm water management, and landscaping
- viii. A land use/site data table, which provides the following information:
 1. Gross acreage
 2. Natural features acreage, calculated by summing the following:
 - a. Wetland acreage
 - b. High slope area (slopes in excess of 25 percent)
 - c. Water body acreage
 - d. Floodplain acreage
 3. Net acreage, calculated by subtracting the natural features acreage from the gross acreage
 4. Open space acreage
 5. Land use area acreage (e.g. commercial, mixed-use, single-family, multi-family, etc.)
 6. Anticipated number or number range of lots for single-family residential developments
 7. Anticipated number or number range of units for mixed-use or multi-family residential developments

- ix. Individual lots shall not be shown; however, diagrams for typical lots and/or use areas should be provided (e.g. single-family, townhouse, multi-family, commercial, and civic)
- x. Proposed pedestrian trails and bike paths.

7. **Additional Information**

- i. RPC may require additional information, because of site circumstances or the scope of the proposed development, to ensure a complete and comprehensive review of the proposal
- ii. RPC may waive any of the requirements specified in Sections 301.A.1, 301.A.2, or 301.A.3 if such a requirement or requirements are deemed to be unnecessary.

B. **PRE-APPLICATION MEETING:** The developer shall meet with the RPC planning staff to interpret comprehensive plans and their relationship to the proposed subdivision. The developer shall identify easements or other appropriate options that will provide necessary lands for planned roads, trails, conservation areas, parks, and similar amenities if applicable.

C. **TECHNICAL ADVISORY COMMITTEE:** The Technical Advisory Committee (TAC) shall include the following members:

- 1. Regional Planning Commission staff;
- 2. Warren County Engineer;
- 3. Warren County Sanitary Engineer;
- 4. Warren County Soil & Water Conservation District staff;
- 5. Warren County Combined Health District staff;
- 6. Applicable zoning staff;
- 7. Township and fire/emergency medical services (EMS) officials;
- 8. Ohio Department of Transportation, Western Water, etc. as applicable

D. **SITE VISIT:** The applicant (or agent) shall accompany the TAC on a site visit, which shall be scheduled by the RPC staff and take place within two (2) weeks of submission of the Concept Plan, unless a longer time frame is agreed to be the applicant. At a minimum, project limits and the centerline of proposed points of intersection along frontage roads shall be marked or demonstrated accurately by the applicant or agent.

E. CONCEPT PLAN REVIEW:

1. Within two (2) weeks of the Site Visit, TAC members are to provide written comments to the RPC staff, which shall be compiled and forwarded to the applicant. The failure of a member of the TAC to participate in the Site Visit and/or submission of written comments is not being considered a fatal flaw with regard to the submitted Concept Plan.
2. The Concept Plan shall be displayed at the following RPC Executive Committee meetings, at which time the applicant will receive additional input valuable toward the preparation of a preliminary plat.

- F. NEW CONCEPT PLAN/SITE PLAN REQUIRED:** If a preliminary plan is not submitted within a year of the Concept Plan site visit, or if in the opinion of the RPC staff substantial changes are made to the proposal, a new Concept Plan/Site Visit shall be required, including an application and filing fee.

SECTION 303: PRELIMINARY PLAN REQUIREMENTS

After the concept plan review stage, the subdivider shall submit a preliminary plan of the proposed subdivision that shall conform with the requirements set forth in Sections 303 to 306, inclusive. The purpose of the preliminary plan is to show, on a map, all the facts which may enable the Regional Planning Commission to determine whether the proposed layout of the land meets the requirements of these regulations and is satisfactory from the standpoint of the public interest.

SECTION 304: SUBMISSION TO DIRECTOR OF TRANSPORTATION

Before any plan is approved affecting any land within three hundred (300) feet of the centerline of a proposed new highway or a highway for which changes are proposed as described in the certification to local officials by the Director of the Ohio Department of Transportation or any land within a radius of five-hundred (500) feet from the point of intersection of said centerline with any public road or highway, the Regional Planning Commission shall give notice, by registered or certified mail to the Director of Transportation. The Regional Planning Commission shall not approve the plan for one hundred twenty (120) days, unless released by the Director of Transportation, from the date the notice is received by the Director of Transportation. If the Director of Transportation notifies the Regional Planning Commission that he/she shall proceed to acquire the land needed, then the Regional Planning Commission shall refuse to approve the plan. If the Director of Transportation notifies the Regional Planning Commission that acquisition at this time is not in the public interest or upon the expiration of the one hundred twenty (120) day period or any extension there-of agreed upon by the Director of Transportation and the property owner, the Regional Planning Commission shall, if the plan is in conformance with all provisions of these regulations, approve the plan.

(Adapted from Section 5511.01, Ohio Revised Code)

SECTION 305: PRELIMINARY PLAN FORM

The preliminary plan shall be drawn at a scale between one hundred (100) feet to the inch and fifty- (50) feet to the inch. Preliminary plans shall be on one or more sheets twenty-four (24) by thirty-six (36) inches in size and shall be clearly and legibly drawn. A registered surveyor shall prepare the preliminary plan.

SECTION 306: PRELIMINARY PLAN CONTENTS

- A. Proposed name of the subdivision, which shall not duplicate or closely approximate the name of any other subdivision in the County.
- B. Location by Section, Town, Range (or Military Survey Number), Township, County and State.
- C. Names, addresses, and telephone numbers of the owner, plan, and the registration number and seal of the surveyor.
- D. Date of survey, which shall be the date of topographic, aerial or any other type of survey that is the basis for preliminary plan.
- E. Scale of the plan, north point and date.
- F. Boundaries of the subdivision, indicated by a heavy line, and its acreage.
- G. Names of adjacent subdivisions, property owners and parcel identification numbers of contiguous parcels of previously platted and unsubdivided land, and the location of their boundary lines.
- H. Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, corporation and township lines; the location of wooded areas and other significant topographic and natural features within the subdivision whose presence and accurate location need to be known in order for decisions regarding the subdivision to be made. The general limits of any wet or flood prone areas shall be shown.
- I. Zoning classification of the tract and adjoining properties and a description of proposed zoning changes, if any.
- J. Existing topography with contours shown at an interval of not greater than two (2) feet if the slope of the ground is fifteen (15) percent or less, and not greater than five (5) feet where the slope is more than fifteen (15) percent. Elevations are to be based on sea level datum and the nearest benchmark shall be specified and described. The existing topography shall be shown for an area extending a minimum of two hundred (200) feet beyond the boundaries of the subdivision.
- K. Existing sewers, water lines, culverts, and aboveground structures, such as power transmission poles and lines, within and adjacent to the tract.

- L. Location and dimensions of all proposed utility lines and stormwater drainage facilities, showing their connections with existing systems.
- M. Location, names, and widths of proposed rights-of-way, streets and easements.
- N. Front building setback lines.
- O. All thoroughfares as shown on the Official Thoroughfare Plan wherever they traverse or adjoin the plan.
- P. Layout, numbers, approximate sizes and approximate dimensions of each lot. When a lot is located on a curved street or when side lot lines are not radial or perpendicular to street lines, the width at the front building setback line shall be shown.
- Q. Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision. The approximate size of these parcels shall be noted.
- R. A vicinity map at a scale of not less than two thousand (2,000) feet to the inch. This map shall show all existing roads and an outline of the subdivision.
- S. Statement of proposed use of lots, giving type and number of dwelling units and type of business or industry, if known.
- T. Location of all existing buildings and an indication as to whether or not they will be retained.
- U. For commercial and industrial developments, the points of vehicular ingress and egress to the development.
- V. Description of proposed covenants and restrictions.
- W. The type of water supply and wastewater disposal that are proposed for the subdivision. Water supply and wastewater disposal requirements are outlined in Sections 418 and 419 respectively. The subdivider is advised to discuss the method of water supply and wastewater disposal with the Executive Director of the Regional Planning Commission before submitting the preliminary plan.
- X. A copy of a United States Geological Survey (USGS) map at a scale of two thousand (2000) feet to the inch on which the watershed within which the subdivision is located is delineated. Accompanying the map shall be data indicating the amount of land, by zoning classification, which drains onto the property within the subdivision.
- Y. A schedule outlining the order of development of each section of the subdivision.
- Z. Layout, acreage, linear feet, approximate sizes and approximate dimensions of open space parcels and recreational amenities including the walking trails, club houses, pools, recreation fields, etc. if available.

SECTION 307: PRELIMINARY PLAN APPLICATION PROCEDURES

- A. The application for preliminary plan shall be submitted digitally to the Warren County Regional Planning Commission in Adobe Portable Document Format (PDF) or other format found acceptable by the Executive Director or designee and shall consist of the following:
 - 1. A completed application form.
 - 2. A preliminary plan containing all of the information required in Section 306.
 - 3. The proper fee as required by Section 902.
 - 4. Names, mailing addresses and parcel identification numbers of contiguous property owners of record at the time of application.
 - 5. Acknowledgement by the applicable zoning authority that the preliminary plan complies with the zoning resolution currently in effect.
- B. The deadline for filing of the preliminary plan for review by the Regional Planning Commission at their regular monthly meeting shall be three (3) weeks prior to the date of the meeting. A preliminary plan application shall not be considered to have been 'officially filed' until it has been examined by the Executive Director or his/her designee and is found to be in compliance with the application requirements of these regulations.

SECTION 308: PRELIMINARY PLAN REVIEW AND APPROVAL

- A. The Regional Planning Commission may request additional information deemed necessary to make a reasonable decision when a proposed development presents difficult or unusual problems.
- B. The Regional Planning Commission shall forward copies of the preliminary plan to such officials and agencies as may be necessary for the purpose of study and recommendation, as well as contiguous property owners of record at the time of application as a courtesy. As such, an inadvertent omission in notification of a contiguous property owner(s) is not considered a fatal flaw or grounds for denial of a preliminary plan.

After receipt of reports from such officials and agencies, the Regional Planning Commission shall determine whether the preliminary plan shall be approved, approved with modifications or disapproved. If a plan is disapproved, the reasons for such disapproval shall be stated in writing. The Regional Planning Commission shall act on the preliminary plan within thirty-five (35) business days after filing, unless such time is extended by agreement with the subdivider. Approval of the preliminary plan shall be conditional upon compliance with all other applicable statutes, ordinances, resolutions, and regulations of Warren County.

C. Should the potential for congestion of population, as defined, be determined, it shall be incumbent upon the applicant or their agent, at their respective expense, to document to the satisfaction of the Regional Planning Commission that such determination is invalid. In such cases, the applicant is urged to provide an appropriate extension of time for review of it by the Regional Planning Commission. In the absence of such extension, the Regional Planning Commission within the limits prescribed by the Ohio Revised Code (ORC) shall act upon the preliminary plan.

Preliminary plans that are denied based upon a finding that congestion of population would result from proposed intensity of development may be resubmitted for reconsideration, along with the necessary supporting documentation and an appropriate extension of review time. In such cases, filing fees may be appropriately modified, as determined by the Regional Planning Commission, with the underlying basis for the fee to be based upon the cost for staff review of the re-submitted preliminary plan.

~~Otherwise, based upon a finding that congestion of population would result from proposed intensity of development, with input in concurrence from applicable reviewing agencies, in exercising growth management, the preliminary plan may be appropriately modified in scope, limiting conditional approval to a particular phase, phases of lots; or alternatively, appropriate conditions may be placed upon the pace of development, limiting the number of lots recorded by final plat on an annual basis. Such limitations or modifications shall be based upon findings of fact.~~

D. Planning Commission shall make a determination at the time of preliminary approval what the minimum final plat submittal shall be for filing of the first final plat section for the subdivision (number of lots for that first section).

E. **Review Criteria:** The Warren County Regional Planning Commission, pursuant to Ohio Revised Code Section 711.10 (B), may approve, approve with conditions, or deny a Preliminary Subdivision Plan. The RPC Executive Committee may approve a Preliminary Plan upon a finding that each criterion has been met or has been determined to be inapplicable:

1. ~~The application meets the standards and requirements of the Subdivision Regulations and that the Preliminary Plan proposed fulfills the purpose and intent of the Warren County Subdivision Regulations.~~

The application and Preliminary Plan proposed meet the standards and requirements of the Warren County Subdivision Regulations.

2. The zoning authority has determined that the application meets the requirements of all township or county regulations and the applicant has demonstrated that they can and will comply with all applicable requirements of the zoning code.

3. The subdivision and site design creates a functional and attractive development and provides for lots of adequate size. The design, shape, and orientation of the proposed lots accommodate the physical features of the site.

4. The subdivision complies with the requirements of the Warren County Combined Health District or the Ohio Environmental Protection Agency. Adequate sewage disposal and other utilities, services, and improvements are provided subject to approval of detailed plans.
5. The subdivision is designed to minimize the alteration or disturbance of the natural features of the site, including usual topography and other exceptional conditions.
6. The development of the subdivision has been coordinated with the provision of public facilities such as parks, recreation areas, and fire protection.
7. Active open space is designed, sized, and located to be functional and provide convenient access. All proposed common open space and improvements, if any, are identified on the Preliminary Plan and maintenance of such areas is ensured through an appropriate legal instrument.
8. The subdivision provides for safe and convenient pedestrian traffic circulation and adequate vehicular and pedestrian access to abutting properties.
9. The Warren County Engineer's office has determined the Preliminary Plan for streets, storm water management, and natural drainage ways protection is acceptable.
10. The subdivision provides for convenient and safe streets of adequate capacity, includes appropriate improvements to handle anticipated traffic flow, and assure that street right-of-way are provided for in accordance with the Thoroughfare Plan and roads are designed to the Requirements and Standards for the Design and Construction of Streets and Roadway Facilities.
11. The Warren County Engineer's Office has determined that access to individual lots necessary to serve the development conforms to the standards contained in Access Management Regulations and that the proposed streets, utilities, and surface water drainage facilities conform to the Warren County Engineer's Office standards and allows for transitions to existing and potential future development on adjacent lands.
12. Appropriate provisions have been made for dedications and easements.
13. The subdivision does not result in a congestion of population.
14. Required local, state, and federal permits, as applicable, have been obtained or can reasonably be obtained prior to development and the applicant agrees to comply with recommendations of referral agencies.

SECTION 309: PRELIMINARY PLAN APPROVAL PERIOD

The approval of the preliminary plan by the Regional Planning Commission shall be effective for a maximum period of eighteen (18) months unless application has been made for approval of a

final plat and the final plat is recorded for any part of the subdivision, or the Regional Planning Commission has granted an extension of the approval period.

SECTION 310: PRELIMINARY PLAN APPROVED COPY

The subdivider shall submit a copy of the preliminary plan that conforms to any changes required by the Regional Planning Commission to ensure the Executive Director may review future record plats against the approved preliminary plan. The updated ~~revised~~ preliminary plan shall be submitted prior to the application for final plat. _____

SECTION 311: FINAL PLAT REQUIREMENTS

- A. The subdivider, having first received approval of the preliminary plan of the proposed subdivision, shall submit a final plat of the subdivision. An application for final plat approval may be submitted for a section of a subdivision.
- B. Final plat sections shall conform to the approved preliminary plan as determined by the RPC Executive Director or designee, inclusive of any conditions that may have been part of the approval. The applicant may proceed with submission of a final plat provided all of the following criteria are met in comparison to the approved preliminary plan:
 - 1. There are no changes to the road network that alter the intersections with existing or planned streets, or overall connectivity of the network;
 - 2. Any changes to proposed pedestrian trails or sidewalks do not alter the intent of the original pedestrian network shown on the Preliminary Plan;
 - 3. There is no change in the location of planned open space or conservation areas/easements and the total amount of such spaces planned within the overall subdivision does not decrease. Minor adjustments to road right-of-way or utility easements that impact the quantity and design of open space may qualify as a minor amendment; A decrease in open space by one percent (1%), no greater than 1-acre, may qualify as a minor amendment from the originally approved preliminary plan.
 - 4. There is no increase in the number of lots fronting along any given street/road segment planned within the subdivision, and the residential density of the overall subdivision does not increase; and
 - 5. There is no change to the Preliminary Plan boundary.
 - 6. Changes to the approved Preliminary Plan to accommodate clusterbox mail delivery facilities may not require a Revised Preliminary Plan and may be reviewed at staff level.
- C. If the applicant plans to submit a final plat section that will in any way vary from the approved preliminary plan, the applicant shall consult with RPC staff to determine if a revised preliminary plan is necessary to achieve the variation. In cases where one or more of the criteria stated above in paragraph (B) cannot be met, a revision to the preliminary

plan shall be required. Other variations or modifications shall be classified as minor and shall require submission of an updated Preliminary Plan; such submission shall not require approval by the RPC Executive Committee. However, the RPC Executive Director or designee may elect to submit the minor modification to the RPC Executive Committee for review as a revised Preliminary Plan.

SECTION 312: REGULATIONS GOVERNING IMPROVEMENTS

- A. The subdivider shall submit improvement plans consisting of all construction drawings and specifications for the improvements required for the subdivision. The improvement plans shall be submitted to the Warren County Engineer and the Warren County Sanitary Engineer for review. The improvement plans shall be approved prior to the approval of a final plat for the subdivision.
1. Prior to approval of the final plat, the subdivider shall have complied with the requirements of Section 701 related to the construction or bonding of required improvements.
 2. These plans shall conform to the requirements set forth in Article IV (Subdivision Design Standards and Improvement Requirements), V (Standards for Planned Developments) and VII (Requirements for the Construction of Improvements) of these regulations, and any stipulations set forth in the preliminary approval and must be prepared by a registered engineer.
 3. Improvement plans shall also be accompanied by the Soil and Erosion Control Plan, as submitted to the Ohio Environmental Protection Agency (OEPA) for the purpose of obtaining a National Pollution Discharge Elimination System (NPDES) permit. A copy of this permit shall be submitted to Warren County Soil and Water Conservation District prior to the start of construction.
 4. No work shall commence on the site until the improvement plans submitted have been approved by each respective office that reviews the improvement plans. Any work that has been started prior to approval of the final plat or approval from the OEPA shall be done so at the risk of the developer.

SECTION 313: FINAL PLAT FORM

The final plat shall be legibly drawn on Mylar or other material of equal permanence and shall be clearly reproducible. The final plat shall be drawn at a scale between one hundred (100) feet to the inch and ten (10) feet to the inch in increments of 10' (1"=10', 20', 30', 40', 50', 60', or 100'). Standards engineering scales will not, for example, measure 1" = 75' or 1" = 90'. The final plat shall be on one (1) or more sheets exactly twenty-four (24) by thirty-six (36) inches in size. Even slightly larger sheets will not be accepted. If more than one (1) sheet is needed, each sheet shall be numbered and the relation of one sheet to another clearly shown. A registered surveyor shall prepare the final plat.

SECTION 314: FINAL PLAT CONTENTS

The final plat shall contain the following information:

- A. Name of the subdivision and its location by Section, Town and Range (or Military Survey Number), township, county and state. The name must not duplicate or approximate any other subdivision in the County and cannot begin with words such as "Replat", "Alternative Plat", "Final Plat", or "Record Plat".
- B. Date (month and year) when the subdivision is submitted for final approval.
- C. Scale of the drawing, both graphic and numerical. The scale must be measurable with a standard engineering scale, and shall be drawn at a scale between one hundred (100) feet to the inch and ten (10) feet to the inch in increments of 10' (1"=10', 20', 30', 40', 50', 60', or 100').
- D. North arrow with a clear statement as to the basis of the reference direction. The basis of bearings may not be assumed or random.
- E. Name and address of the subdivider and the registered surveyor who prepared the plat, and the registration number and seal of the surveyor.
- F. The size of the subdivision in acres and ten-thousandths of an acre (0.0000) with a breakdown of the area contained in lots and the area contained in street rights-of-way. The lot and ROW acreage must equal the total acreage.
- G. Plat boundaries shall be shown with a continuous heavy/dark line that are bolder than any other lines on the drawing, and based on accurate traverse with both angular and lineal dimensions. All dimensions, both angular and lineal, shall be determined by an accurate control survey in the field. Closure may not exceed 0.02 feet in latitudes and departure (O.A.C. 4733-37-04).
- H. The plat shall show bearings and distances from at least two vertices on the subdivision perimeter to a county survey control monument or, it shall show at least two GPS coordinate pairs (x, y) at vertices along the subdivision perimeter in NAD 83—Ohio State Plane South projection. The plat shall also show bearings and distance(s) to the nearest established centerline intersection of streets or highways, section or quarter section corner(s), Virginia Military Survey corner(s), or platted subdivision corner(s).
- I. Names, exact locations, dimensions and right-of-way widths of all streets and railroads within and adjoining the plat.
- J. Radii, internal angles, points of curvature, tangent bearings, length of arcs, and lengths and bearings of chords of all streets within the plat. This information shall be shown for either the street centerline or the right-of-way lines.

- K. The exact locations and dimensions of all easements or rights-of-way dedicated for public uses or utilities within the plat. The uses permitted in each easement shall be indicated.
- L. The location of all streams, rivers, canals or lakes.
- M. All existing property lines, section lines, Military Survey lines, county lines, township lines municipal corporation lines, and school district lines. If a lot is divided by one of the above, the lot area on either side of the line shall be shown.
- N. Front yard building setback lines.
- O. Lot sizes, lot numbers, and lines with accurate dimensions in feet and hundredths of a foot. When lots are located on a curve or when side lot lines are not perpendicular or radial to street lines, the lot width at the front yard building setback line shall be shown. Information shall be provided for all lot lines that are not radial or perpendicular to right-of-way lines indicating their angle of deflection.
- P. Outlines of areas to be dedicated or reserved for the common use of property owners within the plat. The size, use, and accurate boundary locations shall be shown for each parcel of land to be dedicated.
- Q. Restrictions and covenants that the subdivider intends to place upon the lots in the plat.
- R. Accurate location and a description of all monuments as to type, size, and whether the monument was found or set. If a monument has been offset from its true location in relation to the property corner or lot corner it shall be noted.
- S. The owners of record, acreages, surveys, and deed references for all abutting tracts; and, the names of all abutting subdivisions, with lot lines, lot numbers, and plat book and page references.
- T. A general notation describing the evidence of occupation that may be found along every boundary line and/or occupation lines.
- U. A citation of pertinent documents and sources of data used as a basis for the plat.
- V. A superimposition of the plat in an illustration of the tract or tracts from which the plat is drawn, which shall contain an accurate metes-and-bounds description, deed book and page references, names of owners and acreages of the tract or tracts.
- W. Statements and signature blocks as required in Article VIII. All signatures, certifications, and notarizations shall be in waterproof ink, legible and reproducible.
- X. The minimum elevation for basement, first floor or foundation openings shall be included when requested by the Warren County Engineer, the Warren County Sanitary Engineer (or the Sanitary Engineer for the agency providing sanitary sewer service to the development), or as determined necessary by the subdivision design engineer. Prior to

submitting the subdivision plat for review and approval, the professional engineer responsible for preparing the subdivision construction drawings shall certify written documentation to both the County Engineer and Chief Building Official for Warren County detailing any extraordinary conditions when constructing a future residence on a building lot along with a recommendation for a minimum basement/first floor/foundation opening elevation as necessary.

- Y. A table listing the centerline length for each public roadway included in the platted area. The length of the roadway will be measured from the centerline of the intersecting street to centerline of intersecting street or center of cul-de-sac.
- Z. Layout, acreage, linear feet, sizes and dimensions (approximates) of each open space parcel and recreational amenities including the walking trails, club houses, pools, recreation fields, etc.
- AA. County Commissioners' signature block shall be located in the uppermost right corner of the plat.

SECTION 315: FINAL PLAT APPLICATION PROCEDURES

- A. The application for final plat approval shall be submitted digitally in Adobe Portable Document Format (PDF) or other format found acceptable by the Executive Director or designee and shall consist of the following:
 - 1. A completed application form.
 - 2. A final plat containing all of the information required in Section 314.
 - 3. The proper fees as required in Sections 600 and 902.
- B. The application of any one section of the final plat of the overall subdivision for approval shall be filed with the Regional Planning Commission not later than eighteen (18) months after the date of the approval of the preliminary plat; as long as the subdivision is considered active the preliminary plat will not expire. A subdivision is considered active if construction has commenced within twelve (12) months of the filing of the application of the section record plat. If the above criteria are not met, the preliminary plan shall be considered void unless an extension is requested in writing by the developer and granted by the Regional Planning Commission.
- C. A final plat shall not be considered to have been 'officially filed' until it has been examined by the Executive Director or his/or her designee and is found to be in full compliance with the application requirements of these regulations.

SECTION 316: APPROVAL OF FINAL PLAT

The Regional Planning Commission staff shall approve or disapprove the final plat within thirty (30) business days after it has been officially filed or within such further time to which the applying party may voluntarily agree. Failure of the Regional Planning Commission staff to act upon the final plat within such time shall be deemed as approval of the plat. If the plat is disapproved, the grounds for disapproval shall be stated in the records of the Regional Planning Commission staff and a copy of said record shall be forwarded to the subdivider. The Regional Planning Commission staff shall not disapprove the final plat if the developer has done everything that he/she was required to do and has proceeded in accordance with the conditions and standards specified in the approved preliminary plat. If disapproved the subdivider shall make the necessary corrections and resubmit the final plat within thirty- (30) days to the Regional Planning Commission staff for its final approval. If the Regional Planning Commission refuses a plat, the person submitting the plat may file a petition within sixty- (60) days after such refusal in the Court of Common Pleas of the county in which the land described in said plat is situated to reconsider the action of the Regional Planning Commission.

SECTION 317: FINAL PLAT APPROVAL PERIOD

The approval of a final plat by the Regional Planning Commission staff shall be effective for a period of six (6) months unless the Regional Planning Commission has granted an extension of the approval period. If the final plat is submitted to be recorded after the six (6) month period, the subdivider or their engineer must re-submit the plat to the Regional Planning Commission staff for re-approval and pay all applicable fees due at the time of re-submittal.

SECTION 318: TRANSMITTAL OF COPIES

When the Board of County Commissioners has approved the final plat, the original Mylar shall be left in the County Tax Map Department for processing, to be completed in 1-3 business days. Thereafter the applicant shall take the Mylar to the County Auditor and record it with the County Recorder after all necessary certifications are received.

SECTION 319: ALTERNATIVE RECORD PLAT PROCEDURES

- A. A subdivider may submit a final plat of a subdivision for approval by the RPC without first having received approval of a preliminary plan, if the following conditions are met:
 - 1. The subdivision contains no more than three (3) lots.
 - 2. The subdivision is located along an existing, dedicated public street and involves no opening, widening or extension of any street.
 - 3. The Executive Director determines that no unusual conditions exist which would require separate reviews of a preliminary plan and final plat.
- B. An application for final plat approval under this procedure shall be submitted digitally to the Warren County Regional Planning Commission in Adobe Portable Document Format

(PDF) or other format found acceptable by the Executive Director or designee and shall include the following:

1. A completed final plat application form.
 2. A final plat which meets, the requirements of Section 311 containing all of the information required in Section 312.
 3. The proper fees as required per Sections 600 and 902.
- C. Alternative plats that are submitted to satisfy the requirements of the Conservation Design Option shall include the language found in Section 800 (B) "Open Space Easements" to clarify uses permitted and prohibited in the open space easement. Any variation from said language may only be made with the approval of the County or Township Zoning Commission or an appointed zoning staff person acting on their behalf.
- D. The filing deadlines and approval procedures for the alternative plat review process shall be the same as those specified for the review of a final plat.

SECTION 320: REPLATS

The requirements and procedures to be followed for modifying an existing, recorded subdivision plat shall be the same as those specified for final plats. Replats do not require GPS coordinates as specified in Section 314 H. In addition to meeting the requirements of a record plat, approval of a replat shall be based on the following criteria:

- A. A replat of lots that is within an existing, approved preliminary plan shall continue to conform to the requirements and design of said preliminary plan. If the replat constitutes a major deviation from the existing, approved preliminary plan, the Regional Planning Commission Executive Director may require the subdivision first submit a concept plan and preliminary plan prior to receiving approval for the replat.
- B. A replat resulting in a net increase in buildable lots may first be required to submit a revised concept plan and preliminary plan subject to the determination of the Regional Planning Commission Executive Director according the following provisions:
1. The replat would result in a net increase in buildable lots as approved at the time of preliminary plan.
 2. The replat results in a net increase in buildable lots where there is no associated preliminary plan. This would be the case for alternative plats and record plats that predated preliminary plan requirements.
 3. Replats that result in a net increase in buildable lots, but do not exceed the number of lots approved at preliminary plan, are exempt from the requirement to submit a revised concept plan and preliminary plan, provided the replat does not deviate significantly from the approved preliminary plan as stated in Sec. 319 (A).

- C. A replat may not result in the deletion of any notes or restrictions placed on the original record plat without the consent and approval of the planning authority having jurisdiction.

SECTION 321: RIGHT-OF-WAY DEDICATION PLATS

The requirements and procedures to be followed for right-of-way dedication plats shall be the same as specified for final plats.

SECTION 322: MINOR SUBDIVISIONS

- A. The Regional Planning Commission may grant approval without a plat of a minor subdivision if the proposed division of a parcel of land meets all of the following conditions:

- 1. The proposed subdivision is located along an existing public street and involves no opening, widening, or extension of any street.
- 2. No more than five (5) lots or parcels less than five (5) acres in size are involved after the original tract has been completely subdivided.
- 3. The proposed subdivision is not contrary to applicable subdivision or zoning regulations. Administrative approval shall not be granted if any variance from either zoning or subdivision regulations is requested. Variances to subdivision regulations may only be granted by the Regional Planning Commission and not the administrative officer, and variances to zoning codes only by the proper board of zoning appeals.

The Regional Planning Commission has the authorization and the responsibility to apply any pertinent subdivision regulations to a proposed minor subdivision in the interest of public benefit as stated in the Preamble to these regulations. This means that a request for a minor subdivision may be properly denied and a record subdivision plat required in order for the proposed subdivision not to be contrary to applicable subdivision regulations.

- B. The Administrative Officer of the Regional Planning Commission shall within seven (7) working days after submission take action upon such proposed division. If the proposed division is acceptable, a conveyance for said parcel shall be presented to the Administrative Officer who shall sign the conveyance and stamp it "Approved by the Warren County Regional Planning Commission: No Plat Required."
- C. The application for a minor subdivision shall include the following:
 - 1. A completed application form.
 - 2. A metes and bounds legal description for each parcel being created.

3. A survey that conforms to the standards and requirements of the Warren County Tax Map Department.
4. A letter from the Warren County Combined Health District which indicates approval of the use of on-site wastewater disposal facilities if the subdivision is not served by a central sanitary sewer system.
5. A letter from the Warren County Engineer's Office or the Ohio Department of Transportation (ODOT) which indicates access approval.
6. A letter from the Zoning jurisdiction which certifies that the proposed parcel and remainder each meets the zoning minimum required area and road frontage and, if applicable, required setbacks for existing structures.
7. The proper fees as required in Section 902.

D. Whenever a minor subdivision abuts a public street designated in the Official Thoroughfare Plan, the subdivider shall be required to grant an easement or dedicate to the appropriate governmental jurisdiction the required amount of right-of-way specified in the Official Thoroughfare Plan. Said easement or dedication shall be measured from the centerline of the public street and shall be clearly stated on the deed or an attached exhibit presented to the RPC staff. RPC staff shall stamp the deed "No Plat Required" only if the deed (or the attached exhibit) includes the required language, and if the deed has been signed by all owners and lienholders and has been notarized.

1. Said note, to be included on the deed or attached exhibit, shall state exactly:

Grantor hereby reserves as a permanent easement for the benefit of Warren County* to be used for public use forever the following described property for public road and utility purposes: _<insert distance in feet per Thoroughfare Plan**> feet measured from the present centerline of <insert name of road> by a parallel line across the front of the lot in accordance with the official Warren County Thoroughfare Plan, as amended. Said easement 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.

*State of Ohio is used instead of Warren County if the lot frontage is along a U.S. or State Route.

**The # of feet for the easement is determined by right-of-way specified by the Warren County Thoroughfare Plan for the class of road along which the lot frontage will be created.

E. A minor subdivision application shall expire if the proposed lots have not been recorded in the County Recorder's Office within two (2) years of the date that the Regional Planning Commission accepted the minor subdivision application.

F. Whenever all of the owners of a previously approved division of a parcel of land by minor subdivision process under this section ("minor subdivision lots") seeks to modify the width, lot lines or the area of one (1) or more minor subdivisions lots to increase the size of a minor subdivision lot, the minor subdivision lot modification requires the owner to submit a Minor Subdivision Lot Modification Application to the RPC for review and approval prior to recording a deed resulting in such a modification. Modification shall be reviewed if the existing parcels are adjacent to each other; are not separated by a public roadway; and the acreage of the modified parcel is five acres or less. Upon submission of a Minor Subdivision Lot Modification Application, RPC staff shall verify that the proposed lot modification is subject to RPC review. This section shall not apply to a parcel being redefined by new survey. The following information shall be submitted:

1. A Minor Subdivision Lot Modification Application with all information required on the form along with the review fee as established; and
2. A deed for the modified parcels.

SECTION 323: ITEMS TO BE CONTAINED ON PLAT OF SURVEY FOR MINOR SUBDIVISIONS

All items on the Plat of Survey shall conform to the Survey Plat Requirements as established by the Warren County Engineer's Office Tax Map Department.

SECTION 324: TRANSFER OF PROPERTY BETWEEN ADJOINING OWNERS

- A. Where a transfer of property between adjoining owners, which is less than five (5) acres in size, results in a residual parcel, which is also less than five (5) acres in size, said residual parcel shall be subject to the requirements of these regulations; and, the transfer of property shall be approved only if the residual parcel meets these requirements.
- B. The procedures for approval of a transfer of property between adjoining owners shall be as provided for in Section 320, with the following exceptions: =
 1. If the transfer of property is not within a recorded subdivision, it may be submitted as a minor subdivision, regardless of the number of lots, less than five (5) acres, which have previously been subdivided from the original tract.
 2. If the transfer of property is within a recorded subdivision, it may be submitted as a minor subdivision, if it does not involve the elimination or creation of any subdivision lot as a separate building site.
- C. The deed shall be notarized and signed by all owners and lienholders prior to being stamped "No Plat Required" by the RPC. Approval for the transfer of property shall not be granted unless the deed or the attached exhibit includes a note stating the lot to be conveyed is unbuildable.
 1. Said note, to be included on the deed or attached exhibit, shall state exactly:

This conveyance is a transfer between adjoining lot owners. This parcel is not to be conveyed separately from the adjoining _____acre parcel, (*), without approval of the Planning Authority having jurisdiction.

*Options for the language in parentheses, as applicable, include:

O.R. _____, Page _____

D.B. _____, Page _____

Vol. _____, Page _____

Doc. # _____

SECTION 325: DEDICATION PROCEDURES

When submitting a final or record plat for recording, the developer and/or their engineer must complete the following steps, before the plat can be forwarded to the County Commissioners' for the dedication of the right-of-way:

- A. Have ready to record the proper documents to create a Home Owner's Association (HOA) or Property Owners Association (POA) for the maintenance of storm drainage systems and/or open space.
- B. To ensure Warren County that the construction and installation of such improvements as street surfacing, curbs, gutters, sidewalks, drainage, sanitary sewers, open space, and water supply items will be built, the subdivider shall comply with Section 701 Installation/Bonding of Improvements and 702 Maintenance Bonds.
- C. All associated erosion control fees must be paid as well as related items must be completed prior to recording of the final plat.
- D. Acceptance and recording of all easements not included in the subdivision plat must be submitted along with applicable platting fees.
- E. Submit a certificate of title to the Regional Planning Commission which shows the ownership of all lands to be dedicated to the public and that the title thereof is free and unencumbered. If the title is not free and unencumbered, then two requirements shall be met:
 1. If a mortgage exists on the property which is to be dedicated to the public, a release of mortgage must be filed with the County Recorder or the mortgagee (the bank or whoever holds title to the mortgage on the property) must sign the record plat.
 2. If an easement of record exists through any proposed right-of-way which is to be dedicated to the public, that easement must be subordinated to Warren County, vacated or maintenance agreement must be approved by the Commissioners.

- F. Submit to the Regional Planning Commission the Mylar drawing of the subdivision which shall be signed and stamped by a registered surveyor. All signatures from all entities involved in the platting process must be obtained prior to final submittal. All owners and mortgage holders signatures must be notarized and dated.
- G. Provide an executed copy of an agreement with the Township for maintaining clear roadway surfaces per Section 412 of these regulations.
- H. Provide an executed copy of a lighting district agreement with the Township.

SECTION 326: COUNTY COMMISSIONER'S APPROVAL

When the developer and their engineer have completed all the steps in the record plat submittal stage, the plat may be submitted for consideration by the Board of County Commissioner's. A date and time will be scheduled for their signatures at the next available regular meeting.

SECTION 327: RECORDING PROCEDURES

Upon approval of the final plat by the Regional Planning Commission Executive Director and the County Commissioner's, the plat shall go through the following procedures:

- A. The Regional Planning Commission forwards the mylar of the approved plat, signed by the Board of County Commissioners, to the Map Room where it is assigned permanent parcel numbers for the lots created. This takes 1-3 business days. The agent shall contact the Tax Map Department to determine when it is processed and ready to be retrieved by the agent for recording.
- B. The Developer or their engineer is responsible for picking up the plat and taking it to the Auditor's Office for review and processing. All applicable transfer fees will be due at the time of submittal.
- C. The Developer or their engineer is responsible for picking up the plat from the Auditor's Office and taking it to the Recorder's Office for review and processing. All applicable recording fees will be due at the time of submittal.

SECTION 328: DIGITAL SUBMITTAL; EXCEPTION

Submittals in accordance with Sections 302, 306, 314, 318, and 319 shall be filed digitally in conformance with specific requirements of these Subdivision Regulations, or other digital format found acceptable by the Executive Director; except, an applicant may request a waiver of the digital submittal requirement from the Executive Director, who may grant a waiver and allow paper filings upon being satisfied the applicant does not have the technology to create and submit digital filings.

ARTICLE IV

SUBDIVISION DESIGN STANDARDS AND IMPROVEMENT REQUIREMENTS

SECTION 400: GENERAL STATEMENTS

The regulations in Article IV shall control the manner in which streets, lots and other elements of a subdivision are arranged on the land. These design controls shall help insure convenient and safe streets, creation of usable lots, and provision of space for public utilities. The planning of attractive and functional neighborhoods shall be promoted, minimizing the undesirable features of unplanned, random growth and avoiding congestion of population.

The Regional Planning Commission has the responsibility for reviewing the design of each future subdivision early in its design development. The Regional Planning Commission shall insure that all of the requirements of Article IV are met.

SECTION 401: SUITABILITY OF LAND

If the Regional Planning Commission finds that land proposed to be subdivided is unsuitable for subdivision development due to flooding, poor drainage, topography, inadequate water supply, transportation facilities, and other such conditions which may endanger health, life, or property; and, if from investigations conducted by the public agencies concerned, it is determined that in the best interest of the public the land should not be developed for the purpose proposed, the Regional Planning Commission shall not approve the land for subdivision unless adequate methods are advanced by the subdivider for solving the problems that will be created by the development of the land.

SECTION 402: CONFORMITY WITH ZONING RESOLUTIONS

No preliminary or final plat of land within the area in which an existing zoning resolution is in effect shall be approved unless it conforms to such resolution.

SECTION 403: TRAFFIC MANAGEMENT

- A. **TRAFFIC MANAGEMENT PURPOSE.** Traffic Management Regulations are adopted for the purpose of promoting traffic safety and efficiently, maintaining proper traffic capacity and flow, improving public safety, achieving adequate sight distances, minimizing the future expenditure of public revenues and improving the design and location of access connections to County and Township roads while providing necessary and reasonable ingress and egress to properties along those roads.
- B. **LEVEL OF SERVICE (LOS) STANDARD.** No subdivision plat shall be approved if the development of such plat, at full occupancy, will result in or increase traffic on County or Township roads so that the street system affected by such development does not

function at an average daily level of service "C" or better (8 hour standard) and peak hour level of service "C" or better as determined by the Warren County Engineer. The applicant may propose and construct approved traffic mitigation measures to provide adequate roadway capacity for the proposed subdivision. Where a subdivision plat proposes to access a road that is currently functioning below the minimum level of service standard equal to "C" for the average daily level of service and "C" for the peak hour level of service and there are no alternatives for access, the proposed development shall demonstrate that it will not diminish the existing volume to capacity ratio, unless otherwise mitigated, prior to consideration of the proposed development. For roads that are currently functioning at a level of service equal to "A" or "B", no subdivision shall be permitted to degrade the level of an existing proposed access road(s) more than a single grade level.

Where ~~Urban~~ Townships have adopted Traffic Impact Study requirements or access management plans that are equal to or exceed the requirements of the Warren County Access Management Regulations, the Warren County Engineer and the Warren County Regional Planning Commission will recognize these regulations.

- C. **TRAFFIC IMPACT STUDIES.** A Traffic Impact Study (TIS) shall be required for any proposed access to a proposed subdivision or land use which will generate or has the potential to generate traffic volumes equal or exceeding 10 vehicle trip ends for the proposed development at full build out and occupancy during the highest peak hour. A TIS may be required for sites generating less traffic than this threshold at the discretion of the County Engineer if a site is located within a known safety and/or congestion problem area, or to determine the impact on neighborhoods adjacent to development. Traffic Impact Studies shall utilize the Institute of Transportation Engineers (ITE) Trip Generation Manual, most recent publication, for calculating projected traffic volumes and prepared according to the Traffic Impact Study Requirements for County and Township Roads of Warren County, Ohio and shall include a definition of the study area, horizon year, specific time periods to be analyzed, a description of site and non-site analysis, turn lane analysis and on site parking treatment. The Warren County Engineer may also require the developer to provide estimated customer or vehicle counts from similar development in the absence of, or in addition to, available data from the ITE Trip Generation Manual.

Variations in seasonal effects (recreational routes, tourist attractions, harvest season, etc) should be taken into account when compiling the Traffic Impact Analysis. Use of seasonal adjustment factors should be approved by the RPC and Warren County Engineer's Office or the Ohio Department of Transportation. The intent is not to assess maximum peak hourly volumes, such as the day after Christmas for a retail development, but to address peak seasonal volumes. If traffic counts were collected in the winter months, and the peak tourist traffic period occurs during the spring and summer months, the counts should be adjusted.

The Engineer's Office or the Ohio Department of Transportation may require that the Average Daily Traffic Volume, seasonal adjusted, on all roadway segments within the study area be based on actual field collected traffic counts for areas that experience heavy recreational movements. Manual traffic counts used for TIS analysis should represent typical activity for the site and the study area. Steps should be taken to avoid collecting manual traffic counts during special events, holidays, construction periods, bad weather, or any other times when conditions at the site or in its vicinity may affect average traffic conditions. If the County Engineer or the Ohio Department of Transportation determines there is no reliable TIS model that is adequately suited to the general conditions of a proposal, then consideration of seasonal effects shall not be required.

- D. **SIGHT DISTANCE STUDY.** Upon the submission of a Concept Plan for Subdivisions, or a Minor Subdivision (lot split), or re-plat that changes the road frontage or access points for the re-platted lot(s), the Warren County Engineer shall evaluate sight distance along the road frontage, and based upon this review may require a sight distance study for review and approval. A letter stating the results of the review shall be prepared and forwarded to the Regional Planning Commission.
- E. **CHANGE IN ROAD FUNCTIONAL CLASSIFICATION.** Any proposed subdivision that would, based on technical data, result in the change in Road Functional Classification, as shown in the Warren County Official Thoroughfare Plan, shall receive particular review to determine the impact of the Functional Road Classification change on existing properties and developments.
- F. **FRONTAGE IMPROVEMENTS.** Where the proposed minor or major subdivision has frontage along an existing public roadway, the developer shall, at a minimum, improve the development side of the road right-of-way area so that there is a minimum of twelve (12) feet of asphalt pavement on the development side of the road centerline along with a graded shoulder and roadside ditch consistent with the Official Thoroughfare Plan typical section for the Functional Classification of the frontage road. If a sidewalk, trail or bikeway is required to conform to an adopted County or Township Master Plan or as required by the Regional Planning Commission, then that improvement shall be installed as part of the project. Additional frontage improvements may be required to satisfy this Section.
- G. **ACCESS POINTS.** The minimum access point requirements for major subdivisions which involve the construction/extension of public streets are as follows:
 - 1. Access points to existing roadways adjacent to the subdivision site, including arterial, collector/distributor, collector and local roads, as well as local subdivision streets, are required as follows:
 - a. For subdivisions with less than fifty (50) units, a minimum of one (1) access point to an existing roadway is required.

- b. For subdivisions with fifty (50) units or more, a minimum of two (2) access points to an existing roadway or roadways are required, except in cases where the access management regulations of Warren County or ODOT (as applicable) would prevent the provision of a second location.
 - c. For commercial and industrial developments, more than one (1) access point may be required if the development is estimated to generate fifty (50) or more peak hour trips.
 - 2. Access points are required to connect to all existing street stubs (including "paper streets") adjacent to the proposed subdivision site.
 - 3. Access points are required to connect to all street stubs which are planned as part of an approved preliminary plan or site plan on an adjacent site.
 - 4. Access points are required in all other locations for future roadways as required by the Warren County Thoroughfare Plan.
 - 5. A minimum of one (1) access point is required to each adjacent property that is considered undeveloped. An adjacent property shall be considered undeveloped if it meets all three of the following criteria:
 - a. The adjacent property is unplatted.
 - b. The adjacent property is classified as agricultural or vacant by the Warren County Auditor.
 - c. There is no preliminary plan or site plan currently approved for the adjacent property.
 - 6. A minimum of one (1) access point is required to each adjacent property that is considered undeveloped as determined by RPC staff, based on the following factors:
 - a. Whether the same property or properties are of sufficient size to accommodate a possible future expansion of development; and
 - b. Whether the adjacent property or properties contain sufficient area free and clear of buildings, structures, or other obstacles to make future expansion of development possible.
 - 7. Nothing in above subsections (1) through (6) prevents a single access point from satisfying multiple provisions stated above.
- H. **ACCESS POINT WAIVER REQUESTS.** Waiver requests for one (1) or more of the minimum access point requirements stated above in subsection (G) may be made by the applicant/developer to the Regional Planning Commission. Such request must be made in writing, specifying justification for the waiver, and submitted at the same time as a

Concept Plan application. Each required access point requested to be waived shall constitute a separate waiver request and a separate decision for the RPC Executive Committee to consider, although such decisions may be made by the Executive Committee in one motion. Factors the RPC Executive Committee may consider when making a determination of whether to grant or deny each access point waiver include, but are not limited to, those listed below:

1. The existence of natural features, such as steep slopes, blue line streams, wetlands, significant wooded or vegetated areas, or other challenging topographic conditions;
2. Existing or projected traffic patterns;
3. Relationship to existing or planned roadway networks;
4. Ensuring better access management;
5. Existing or future land use classifications on adjacent properties and sites;
6. Existing zoning classifications on adjacent properties and sites;
7. The total number of access points which are planned for the subdivision (e.g. whether the total number of access points is considered sufficient for facilitating connection to possible future adjoining developments);
8. Length of boundaries between the subdivision site and adjoining properties (properties that share a long boundary with the subdivision site may be required to have multiple access points);
9. Length of boundaries between the subdivision site and adjoining right-of-way;
10. Access to certain amenities or points of interest;
11. Comments from reviewing agencies/departments;
12. Whether the adjacent property or properties are of sufficient size to accommodate a possible future expansion of development; and
13. Whether the adjacent property or properties contain sufficient area free and clear of buildings, structures, or other obstacles to make future expansion of development possible.

- I. **STREET STUB SIGNAGE.** A developer shall erect and maintain a sign displaying the words "This street will connect in the future" at the end of all new stubs to adjacent properties, until such time as the street is accepted for maintenance by the County or Township. The sign shall be removed at the time of street extension. This statement must also be provided on the final plat as a general note or a label at the stub.

- J. **ROADWAY MITIGATION PLAN.** In addition to, or in lieu of the owner/developer constructing offsite roadway improvements required of a development to meet the level of service standards specified in paragraph (B) of this section, the Warren County Regional Planning Commission may consider a proposal from the owner/developer to provide funding to the Warren County Board of Commissioners to be utilized for the future consideration of the necessary offsite roadway improvements. When evaluating a fee-in-lieu-of proposal, the Warren County Regional Planning Commission shall consider the current and projected levels of service of the roadway network, the merits of deferring the necessary roadway improvements, the total cost of the offsite improvements, and the impacts attributable to the development as determined by a traffic impact study prepared in accordance with the County TIS guidelines and approved by the Warren County Engineer. If, during the review of a submitted concept plan, it is determined to be desirable in writing by a reviewing authority that necessary offsite roadway improvements be deferred, then the submission of a preliminary plan to the Warren County Regional Planning Commission shall be contingent upon attachment of a copy of an executed funding agreement with the Warren County Board of Commissioners.

SECTION 404: STREET CLASSIFICATIONS

All streets in all subdivisions and all streets as shown on the Official Thoroughfare Plan shall be classified as one of the following: Local, Minor Collector, or as provided in Section 3 of the Official Warren County Thoroughfare Plan. Private streets are permitted only in new subdivisions that are part of a Planned Unit Development (See Article V - Planned Developments).

SECTION 405: SPECIAL STREET TYPES

The following requirements shall apply to special street types:

- A. **One Way Streets:** One-way streets are permitted in new subdivisions if the Regional Planning Commission determines that they are properly integrated with the existing and proposed street systems in the area. One-way streets shall be permitted only as local streets.
- B. **Marginal Access Streets:** Where a subdivision abuts or contains an existing or proposed Collector Distributor, a marginal access street shall be provided, if the subdivision design is such that lots would require direct vehicular access onto the Collector or Arterial Street.
- C. **Dead End Streets:** The Regional Planning Commission shall determine whether a street should be extended to an adjacent property, for future access to that property, and whether said street shall ultimately be a cul-de-sac street or connect to another street in the roadway network.

SECTION 406: RIGHT-OF-WAY

- A. Right-of-way dedications are required for all streets within or abutting a subdivision.
 - 1. Right-of-way dedications for existing streets shall be in conformance with the requirements of the Official Thoroughfare Plan.
 - 2. Right-of-way dedications for new streets, or streets not shown on the aforementioned plan, are specified in Table 1.
 - 3. Right-of-way dedications for new roads that are an extension of an existing road may match the right-of-way width of the existing street provided the road extension meets the following criteria:
 - a. The road extension belongs to the same road classification as the existing street segment.
 - b. There is no reason related to the subdivision of land that would require the standard right-of-way width for the proposed road extension.
 - c. The extension of a nonconforming right-of-way will terminate at the next road intersection or at a new road name.
 - d. A right-of-way proposed as part of a record plat may deviate from the Official Thoroughfare Plan if it conforms to an approved preliminary plan.

Table 1:

<i>Type of Street</i>	<i>Streets with curb & gutters</i>	<i>Streets without curb & gutters</i>
Local (public or private)	50 feet	60 feet
Minor Collector	60 feet	80 feet
All Others	See Thoroughfare Plan	See Thoroughfare Plan

- B. The Developer shall construct a cul-de-sac to the design standards provided in the Warren County Design Manual where a roadway stub is constructed to the Subdivision Boundary that will be longer than 750 feet in length except where there are no driveways proposed on the stubbed street.
- C. The Regional Planning Commission shall determine the right-of-way requirements for arterial streets at the time of Preliminary Plan ~~preliminary plat~~ review.
- D. Easements or separate lots shall be provided for private streets. The easement/lot widths shall conform to the Thoroughfare Plan.
- E. The right-of-way requirements for a marginal access street without curbs and gutters may be reduced if a common drainage ditch is shared with the adjacent collector or Arterial Street.
- F. When required by the Regional Planning Commission, area for right-of-way for future thoroughfares shall be reserved within the boundaries of the subdivision plat.

SECTION 407: PUBLIC UTILITY EASEMENT

- A. An easement, designated as the "Public Utility Easement", shall be located on both sides of the right-of-way of all existing and proposed streets within and adjoining a subdivision. The purpose of the easement is to provide for the placement of gas, electric, cable or telephone lines as needed, and to provide for street sight distances and the maintenance and repair of streets or facilities located within the easement.
- B. The Public Utility Easement shall be a minimum of ten (10) feet in width, and shall adjoin the road right-of-way.
- C. The Public Utility Easement is not required on the arterial street side of the right-of-way of a marginal access street.

SECTION 408: STREET DESIGN AND CONSTRUCTION REQUIREMENTS

- A. The subdivider shall be responsible for the construction of all new streets within a subdivision.
- B. A land use change or development on existing road frontage or a previously approved street, which increases traffic volumes, involves safety or new entrances or exits, shall be reviewed for any improvements to adjoining, existing streets that may be required for the changed conditions.
- C. All streets in all subdivisions shall meet the geometric and construction design standards of the Warren County Board of Commissioners.

SECTION 409: INTERSECTION DESIGN STANDARDS

- A. Multiple intersections involving junctions of more than two (2) streets (four-way) are not permitted.
- B. Three-way or T-intersections are to be utilized on local streets wherever possible.
- C. The minimum corner clearance between intersections on a road or street shall be as specified in the Warren County Access Management Regulations, as amended.
- D. Intersections between streets within or adjacent to all subdivisions shall meet the geometric design standards of the Warren County Board of Commissioners.

SECTION 410: COMMERCIAL SUBDIVISION STREETS

Streets serving business developments and accessory parking areas shall connect with collector or arterial streets. Driveways serving business developments and accessory parking areas shall connect with collector streets only. The intersections of driveways shall be offset from other driveways or street intersections by a minimum of 660 feet on collector streets. If constraints exist on the property due to size, sight distance or other factors, the Regional Planning Commission shall determine driveway intersection locations at the time of preliminary plat

review. The Regional Planning Commission shall approve the location of curb cuts for commercial driveways. The Regional Planning Commission may require marginal access streets to provide maximum safety and convenience.

SECTION 411: INDUSTRIAL SUBDIVISION STREETS

Streets serving industrial developments and accessory parking areas shall be planned to serve industrial areas exclusively and shall connect with collector or arterial streets so that no traffic from an industrial area will be directed into any residential streets. Driveways serving industrial developments and accessory parking areas shall connect with collector streets only. The intersections of driveways shall be offset from other driveways or street intersections by a minimum of 660 feet on collector streets. If constraints exist on the property due to size, sight distance or other factors; the Regional Planning Commission shall determine driveway intersections at the time of preliminary plat review. The Regional Planning shall approve the location of curb cuts for industrial driveways. The Regional Planning Commission may require marginal access streets to provide maximum safety and convenience.

SECTION 412: DEVELOPER MAINTENANCE OF UNACCEPTED STREETS

The Developer is responsible for maintaining all public roadway surfaces within the platted subdivision area free from all potential hazards and/or nuisances until such time as the subdivision has been formally accepted by the County for public maintenance. To provide for the occasion when the developer, for whatever reason, does not remove sufficiently clear the roadway area of any potential hazard and/or nuisance such as snow, ice, mud, debris, or other objects in a timely manner the developer shall enter into an agreement preceding the approval of a final plat which:

- A. Grants permission to the County and township to enter into the subdivision development in order to perform on the maintenance activities necessary to remove potential roadway hazards and/or nuisances from all streets where future public maintenance is anticipated.
- B. Holds the County or township harmless of all liability related to the performance of these maintenance activities.
- C. Provides for the reimbursement to the County or township for the cost of snow and ice removal within thirty-(30) days of receipt of an invoice.

The County Engineer or Township Roadway Superintendent will determine whether or not the developer has sufficiently cleared the roadway in a timely manner and the scope of maintenance activities required.

SECTION 413: DRIVEWAYS AND OFF-STREET PARKING

- A. A private driveway may be used to provide vehicular access to more than one (1) single family, detached dwelling unit; however, no driveway shall serve more than five (5) single family, detached dwelling units. Any driveway that serves more than five (5) dwelling

units shall be considered a street and shall be designed and constructed in accordance with the standards of the Warren County Board of Commissioners for public or private streets.

- B. Access roads or vehicular travel ways within subdivisions containing single family attached dwelling units or multi-family dwelling units shall be considered streets, and shall be designed and constructed in accordance with the standards of the Warren County Board of Commissioners for public or private streets.
- C. Driveways are permitted as a means of vehicular access in all commercial and industrial subdivisions.
- D. All lots that contain one-family and two-family residences within a subdivision shall be designed to provide two (2) unobstructed, off-street parking spaces per dwelling unit, exclusive of garage spaces. These parking spaces shall not encroach on the area contained within the public utility easement that adjoins the road right-of-way when they are located within one hundred (100) feet of an intersection. The parking spaces shall not encroach on any sidewalk or other public walkway, nor shall they be located between the sidewalk and street pavement.
- E. Driveways are not required to meet the street design and construction standards of the Warren County Board of Commissioners.
- F. The number of driveways accessing existing public streets shall be kept to a minimum.
- G. The appropriate use of common driveways is encouraged where lots will access an existing public street, common driveways shall be used where appropriate to minimize the number of curb cuts required.
- H. The developer shall provide, as a part of the preliminary plat review, a driveway maintenance agreement for all lots using common driveways.

SECTION 414: STREET NAMES

- A. Whenever a new street is constructed as an extension of an existing street, its name shall be the same as that of the existing street.
- B. To avoid duplication and confusion, the proposed names of all streets shall be approved by the Warren County Engineer Main Office, prior to such names being assigned or used on the final plat.
- C. The words north, south, east, or west should be avoided as part of a street name whenever possible.
- D. The Warren County Engineer shall assign all house numbers in accordance with the current house numbering system in effect in Warren County.

SECTION 415: POSTAL FACILITIES

- A. These regulations do not regulate individual mailboxes.
- B. In situations where the USPS determines that new development will require combined postal delivery rather than individual mailbox delivery, the following requirements shall apply:
 - 1. Maintenance of cluster mailbox units, as well as any associated shelters, structures, lighting, parking and other related amenities shall be the responsibility of the homeowners. Establishment of a homeowners' association is strongly encouraged in developments where individual mail delivery is unavailable.
 - 2. Cluster mailbox units are encouraged, but not required, to be sheltered or housed within a building/structure. Whenever feasible, cluster mailbox units should be located within an amenity center (e.g. clubhouse), if one is proposed for the development.
 - 3. A separate parking lot may be provided to serve cluster mailbox units, in which case the number of parking spaces to be provided shall be 1 per every thirty-two (32) individual address mail drops, rounded up to the nearest whole number. Multiple parking lots may serve multiple cluster mailbox unit locations.
 - 4. In cases where a separate parking lot is not provided, a pull-off lane or driveway shall be required for all cluster mailbox units, the design of which shall be to the satisfaction of the Warren County Engineer's Office. The length of any such pull-off lanes/driveways shall accommodate a minimum of 1 parking/stacking space per every thirty-two (32) individual address mail drops, rounded up to the nearest whole number. Developers may install multiple pull-off lane/driveway locations throughout the subdivision, or concentrate all cluster mailbox units on one pull-off lane/driveway to serve the entire subdivision. All pull-off lanes and driveways shall be located a minimum of one hundred (100) feet from the edge of pavement of all street intersections.
 - 5. At a minimum, sidewalks shall be constructed from the pavement edge to the cluster mailbox area to facilitate pedestrian access and retrieval of mail by residents. Such sidewalks shall link into any other sidewalks that may be required by other provisions of these regulations.

SECTION 416: SIDEWALKS

Sidewalks shall be provided in new subdivisions as a system of pedestrian circulation that is separate from streets.

- A. All sidewalks shall be located in the Public Utility Easement outside the right of way unless otherwise permitted by the County Engineer.

- B. The provision of sidewalks in residential subdivisions shall be in accordance with the following standards for all streets:
1. Sidewalks shall be required along both sides of all local streets in a subdivision where the gross average density of the subdivision is two (2) dwelling units per acre or greater.
 2. Sidewalks shall be required along one side of all local streets where the gross average density of the subdivision is between one (1) dwelling unit per acre and 1.99 dwelling units per acre.
 3. For subdivisions where the gross average density of the subdivision is less than one (1) dwelling unit per acre, no sidewalks are required.
- C. Sidewalks may be required along both sides of all street types in all commercial and industrial subdivisions.
- D. Sidewalk requirements may be waived at the discretion of the RPC Executive Committee only where proposed streets connect to adjoining street stubs to allow the proposed sidewalks to match existing sidewalks (or absence of sidewalks).
- E. Sidewalks are required in any location where the Regional Planning Commission determines they are necessary for pedestrian movement and/or safety (i.e. the length of all major collectors, arterials, etc. that abuts the proposed development), along a property line to connect to schools, parks, or other existing or future public walkways.
- F. All sidewalks shall be designed and constructed in accordance with the standards of the Warren County Board of Commissioners.

SECTION 417: STREETS AND WALKWAY LIGHTING

Street and walkway lighting shall be provided in a subdivision in accordance with the following standards:

- A. Lighting shall be provided in the following locations:
1. Street intersections.
 2. Street and walkway intersections.
 3. Street cul-de-sacs and mid block turnarounds.
 4. Any conflict areas as determined by the RPC.
- B. The design and construction of street lighting facilities and levels of illumination shall be in accordance with the standards of the Warren County Board of Commissioners.

- C. All street lighting facilities shall become part of a street lighting district, subject to approval of said district by the trustees of the township in which the subdivision is located.

SECTION 418: ELECTRIC AND COMMUNICATIONS SERVICES

Electric service and telephone service shall be provided within each subdivision. Telephone, electric, cable television, street lighting and all other wires, conduits and cables when provided shall be constructed underground and along the road frontage of all lots.

SECTION 419: WATER SUPPLIES

The following requirements shall govern the provision of a water supply within a subdivision:

- A. Where an adequate public water system is available and within a reasonable distance, as determined by the Warren County Sanitary Engineer, the subdivider or developer shall construct a system of water mains and connect with such public water system and provide a connection for each lot. The water system shall be designed and constructed in accordance with the requirements and standards of the Warren County Board of Commissioners and the Ohio Environmental Protection Agency.
- B. A Water supply may be provided by a system that is privately owned and operated. If the proposed water system serves fifteen (15) residences or twenty-five (25) persons or more, it shall be designed and constructed in accordance with the requirements of the Ohio Environmental Protection Agency. If the proposed system serves less than this number of residences or persons, it shall be designed and constructed in accordance with the requirements of the Warren County Combined Health District.
- C. Where a public water system is not available and a privately owned water system is not provided, the subdivider or developer shall provide for an individual water supply, which meets the requirements of the Warren County Combined Health District, for each lot in the subdivision.
- D. Fire hydrants shall be provided in all subdivisions where the installation of a public water system is required. Fire hydrants may be required in subdivisions where private water systems are to be installed. Hydrant locations and design shall be in accordance with the standards of the Warren County Board of Commissioners.

SECTION 420: WASTEWATER DISPOSAL

The following requirements shall govern wastewater disposal within a subdivision.

- A. Where an adequate public sanitary sewer system is reasonably accessible in the determination of the Warren County Sanitary Engineer, public sanitary sewers shall be installed to adequately serve all lots, providing lateral connections to the public system. Public sewer system extensions shall be designed and constructed in accordance with the requirements and standards of the Ohio Environmental Protection Agency and the

Warren County Board of Commissioners. Combinations of sanitary sewers and storm sewers are prohibited.

- B. Where a public sanitary sewer system is not reasonably accessible, the subdivider shall provide a sanitary sewer system and treatment plant for the subdivision, provided that such sanitary sewer system and treatment plant is designed and constructed in accordance with the requirements and standards of the Ohio Environmental Protection Agency and the Warren County Board of Commissioners. Upon the completion of construction, ownership of the facilities shall be transferred to the Warren County Board of Commissioners, who shall be responsible for operation and maintenance.
- C. If the Ohio Environmental Protection Agency determines that sanitary sewer system and treatment plants are infeasible, lots may be served by individual disposal systems. The type of individual disposal system shall be approved by the Warren County Combined Health District prior to the approval of a preliminary plat for the subdivision. The design and construction of individual disposal systems shall be in accordance with the requirements and standards of the Warren County Combined Health District.

SECTION 421: STORMWATER MANAGEMENT AND MAINTENANCE

- A. Stormwater management facilities shall be provided in all new subdivisions. The design and construction of these facilities shall be in accordance with the standards as outlined in the Warren County Stormwater Management Regulations adopted by the Warren County Board of Commissioners.
- B. The developer of any subdivision with a storm water system must provide the Regional Planning Commission with written evidence of a perpetual maintenance agreement and the manner in which it is to be funded. The maintenance agreement shall be structured so that all property owners within the subdivision shall participate in the maintenance funding of the storm water system. An acceptable method of maintenance is through an incorporated Home Owners Association with the abilities to maintain all storm sewer facilities outside of the right-of-way. A copy of the Association documents is to be submitted to the Warren County Engineer's Office for review.

SECTION 422: OFF-SITE IMPROVEMENTS

- A. The developer or subdivider may be required to contribute to the improvement of streets or utilities, not within the boundary of the proposed subdivision, if such improvements are necessary to serve the proposed subdivision.
- B. If streets or utilities are not available at the boundaries of a proposed subdivision, the developer or subdivider may be required to obtain the necessary easements or right-of-way and to construct extensions of such improvements.

SECTION 423: OVER-SIZING AND EXTENSION OF IMPROVEMENTS

- A. The utilities, pavements, and other land improvements required for the proposed subdivision shall be designed to serve adjacent lands if it is determined that such improvements would provide for the most desirable development pattern for the area.
- B. The subdivider shall be required to extend the necessary improvements to the boundary of the proposed subdivision to serve adjoining unsubdivided land.

SECTION 424: SURVEY MONUMENTS

- A. Permanent reference monuments shall be placed within the subdivision, and their location noted on the record plat. There shall be a minimum of four (4) such monuments placed within the subdivision. The Warren County Regional Planning Commission shall approve the location of these monuments at the time of final plat review. Additional monuments may be required for subdivisions that involve more than ten (10) lots.
- B. A monument shall be placed by the surveyor at all points on boundary lines where there is a change of direction, at all lot corners and along all new street centerlines where there is a change of direction.
- C. All monuments shall meet the design standards of the Warren County Board of County Commissioners.
- D. Monuments and lot corner pins shall be placed after all required subdivision improvements on a lot have been constructed.

SECTION 425: LOTS

The following regulations shall govern the design and layout of lots.

- A. The lot arrangement and design shall be such that all lots will provide satisfactory building sites, properly relate to topography and the character of surrounding physical features of the land.
- B. All lots shall conform to or exceed the requirements of these subdivision regulations and the zoning district requirements for the district in which they are located and the use for which they are intended except as provided for in item C in this section
- C. Each lot shall front on a public right-of-way. The minimum lot size, width and frontage shall conform to the requirements of the zoning code for that township. Where a county or township zoning code is not in effect, the minimum lot size, width and frontage shall be as specified in Table 2. Where soil conditions are of such nature that proper operation of wells and septic tanks may be impaired, the Regional Planning Commission, upon recommendation from the Warren County Combined Health District, may increase the size of any or all lots in the subdivision, or not approve the lot or lots.

Table 2: Minimum Lot Size and Frontage Requirements (for Un-zoned Property)

Land Use	Sewage Disposal	Lot Area	Lot Frontage	Lot Width
Single-Family	On-Site	1.25 acres*	100 feet	100 feet
Detached	Central	14,000 SF*	80 feet	80 feet
Single-Family	On-Site	Prohibited*		
Attached or Multi-Family	Central	7,500 + 2,500 SF per family*	80 feet	80 feet
Commercial	On-Site	1.25 acres*	100 feet	100 feet
	Central	14,000 SF*	80 feet	80 feet
Industrial	On-Site	1.25 acres*		
	Central	1 acre*	100 feet	100 feet

* All lots sizes are subject to the applicable Zoning Code where located and the Health Department Rules and Regulations.

- D. The maximum depth of a lot shall not be greater than four (4) times the width of the lot. This restriction shall not apply to the panhandle portion of a panhandle lot; however, it shall apply to the remainder of the lot.
- E. Side lot lines shall not deflect more than thirty- (30) degrees from the perpendicular in relation to street centerlines. Where a lot is located on a street curve, deflection shall be measured against radial lines originating at the centerline of the curve. A side lot line shall maintain the same angle of deflection between the front lot line and the minimum building setback line as established by the zoning code.
- F. Double Frontage lots shall be avoided except where the Regional Planning Commission determines that it is essential to provide separation of residential development from arterial or collector streets.
- G. ~~Panhandle lots are permitted by right only around the outside of cul-de-sac bulbs, subject to meeting all applicable zoning requirements. The Regional Planning Commission on a case-by-case basis may consider the creation of such lots in other locations.~~ Except as approved by the Regional Planning Commission, panhandle lots are not permitted along the bulb of a cul-de-sac and are subject to meeting all applicable zoning requirements and the following criteria:
 1. Review and consent of the township or the jurisdictional fire department and emergency services.
 2. The applicant submits written justification or explanation that the proposed development within the bulb of the cul-de-sac is designed and will function in a manner that is not detrimental to stormwater management; waste management; access management; parking; public utilities; driveway placement; mail delivery; and the environment and topography. If applicable, each of these factors shall be considered by the Regional Planning Commission but no single factor controls in making a decision, nor must all the factors support the decision.

- H. Panhandle lots shall not be used to avoid the construction of a public or Private Street where it is determined that construction of such street or streets are necessary.
- I. Fifty (50) feet of additional lot depth may be required where a residential lot in a subdivision backs up to a railroad right-of-way, a high-pressure gasoline or gas line, open drainage ditch, an arterial street or interstate highway, an industrial area or other existing land use which may have a detrimental effect on the residential use of the property, and where no local street is provided at the rear of such lot. Where a residential lot has its side lot line adjacent to any of the aforementioned, fifty- (50) feet of additional width may also be required.

SECTION 426: EASEMENTS

- A. Additional easements shall be provided for all utilities or public improvements not located within the right-of-way for a street or the public utility easement that adjoins the street right-of-way. The size and location of these easements shall be as determined by the Regional Planning Commission.
- B. Easements shall be provided for storm drainage purposes. Such easements shall conform substantially with the lines of any natural watercourse, channels, streams or creeks which traverse the subdivision, or for any new channel which is established to substitute for an existing natural watercourse, channel, stream or creek. Such easements shall be of such a width as to provide adequate area for the maintenance of the channel or watercourse and any incidental structures as determined by the Regional Planning Commission.

SECTION 427: PHYSICAL CHARACTERISTICS

Subdivisions should be planned to take advantage of the topography of the land, to minimize destruction of trees and topsoil and to preserve such natural features as watercourses, unusual rock formations, large trees, site for historical significance and other assets which, if preserved, will add to the quality and value of the subdivision and the community.

SECTION 428: FLOOD PLAINS

- A. The flood plain shall be defined as follows:
 - 1. The one hundred (100) year flood plain, as identified by the Federal Emergency Management Agency in the report entitled Flood Insurance Study for the County of Warren, Ohio dated October 15, 1980, and accompanying "Flood Boundary and Floodway Maps" and "Flood Insurance Rate Maps" dated April 15, 1981 and any revisions thereto. The afore-named document and maps shall be considered to be a part of these regulations.
 - 2. For lands not within the scope of the study identified in Section 433-A-1, all lands designated on map sheets 1 through 30 inclusive of the Soil Survey of Warren County, Ohio (USDA-Soil Conservation Service, issued March, 1973), which is composed of the following soils:

Table 3: SOIL TYPES

Symbol	Soil Type	Symbol	Soil Type
AbA	Abscota Sand	Mu	Muck
Ag	Algiers Silt Loam	Rh	Riverwash
Ee	Eel Loam	Rn	Ross Loam
Gd	Genesee Fine Sandy Loam	Sh	Shoals Silt Loam
Gn	Genesee Loam	Sn	Sloan Silty Clay Loam
Lg			

- B. All streets, both public and private, which are located in the flood plain, shall be located at elevation which places the level of the street sub-grade, at the edge of pavement or at the back of the curb, above the elevation of the flood plain.
- C. The development of areas within a flood plain shall be in accordance with the FLOOD DAMAGE PREVENTION REGULATIONS. A development permit issued through the above named regulations shall be obtained prior to the approval of final plat for the subdivision.
- D. Alternate criteria for determining flood plains:
 - 1. Variances. Variances from the flood regulations may be granted by the Flood Variance Board as specified in Section 4.5 of the Flood Damage Prevention Regulations.
 - 2. Where a subdivider determines there is sufficient doubt as to the flooding of a particular portion of land that is specified as flood plain, he/she may have a flood hazard or other appropriate study prepared by technically qualified personnel. This data will be submitted to the Federal Emergency Management Agency (FEMA) who will make a final determination as to whether the land in question should be determined as flood plain in the implementation of these regulations. If FEMA decides the area in question is not within the flood prone areas of the state, FEMA will issue a Letter of Map Revision (LOMR) which will revise the base elevation for the area of development.
- E. Warning and disclaimer of liability.

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur or man made or natural causes, such as ice jams and bridge openings restricted by debris, may increase flood heights. These regulations do not imply that areas outside flood plain areas will be free from flooding or flood damages. These regulations shall not create liability on the part of Warren County or any officer or employee thereof for any flood damages that result from reliance on these regulations or any administrative decision lawfully made hereunder.

ARTICLE V

STANDARDS FOR PLANNED UNIT DEVELOPMENTS

SECTION 500: GENERAL PROVISIONS

Planned unit developments are separate entities with distinct characteristics that are intended to be in harmony with natural site features and surrounding developments to a greater degree than standard subdivisions. The following sections indicate the extent to which conventional design standards may be modified to accommodate planned unit developments. The project must clearly demonstrate that the natural features of the site are being preserved and that the attributes of the project could not be achieved under strict adherence to conventional regulations.

SECTION 501: OBJECTIVES

It is the intent of Article V to accommodate creative and imaginative planned unit developments and to permit the utilization of innovations in land development practices. ~~which standards of these regulations may be modified if a planned unit development meets all of the following objectives:~~ Recommendations to the approving authority should consider the following objectives:

- A. The conservation of natural features of the site.
- B. The creation of functional and diverse residential commercial, and/or mixed-use areas.
- C. The provision of usable and accessible community open space.
- D. The provision of safe separation of pedestrian and vehicular circulation facilities.
- E. The separation of conflicting land uses, and/or the integration of complementary land uses.

SECTION 502: ZONING REQUIREMENTS

The planned unit development shall comply with all applicable zoning regulations and review requirements. The modification of subdivision design standards shall not constitute a variance to zoning requirements. Such variances, if necessary, shall be sought through the procedures outlined in the appropriate zoning resolution. Zoning approval of a planned unit development does not constitute either preliminary or final subdivision plat approval.

SECTION 503: ALTERNATIVE DESIGN STANDARDS

Planned unit developments that meet the intent and objectives contained in Sections 500 and 501 shall be eligible for a modification of conventional subdivision design requirements as outlined in Sections 504 to 506.

SECTION 504: STREETS

- A. Private streets shall be permitted in planned unit developments. All private streets shall be designed and constructed in accordance with the standards of the Warren County Board of Commissioners. Private streets, which do not meet the minimum standards for public streets, shall have a statement indicating the design speed placed on the record plat.
- B. If owners of private streets request that the streets be accepted for public maintenance in the future, their owners shall bear the full expense of any reconstruction or any other action necessary to make the streets fully conform to the requirements applicable at that time for public streets, prior to dedication and acceptance.

SECTION 505: SIDEWALKS

- A. Alternative pedestrian circulation systems are permitted in planned unit developments if, at a minimum, access is provided to all lots which would be served by sidewalks, as required by these regulations.
- B. All walkways shall be designed and constructed in accordance with the standards of the Warren County Board of Commissioners.

SECTION 506: TRAILS

- A. Proposed trails shall meet the requirements of Section 417.

SECTION 507: LOTS

- A. Lots shall have frontage on either a public or private street, except as provided for in Section 507-B.
- B. The Regional Planning Commission may permit the transfer of the simple title for parcels of land large enough to accommodate a single dwelling unit and its accompanying patio, gardens or small yard area if the following conditions are met:
 - 1. The project is within a planned unit development.
 - 2. The common parcel, which contains the parcel to be transferred, has road frontage on a public or private street. This method of title transfer shall be known as a "deed out".
- C. The required minimum lot sizes, as specified in Table 2, may be reduced by twenty (20) percent for planned developments that occur in an area where no zoning code is in effect.

SECTION 508: MONUMENTS

Monuments shall be required for all lots in a planned unit development as required per Sec. 424 "Survey Monuments". No part of Section 424 or this section shall be construed to require monuments for individual condo units.

SECTION 509: MANAGEMENT OF COMMON PROPERTY

- A. A Homeowners Association, or in the case of non-residential developments, an Owners Association shall be established to provide for the maintenance of all facilities and/or properties held in common within planned unit developments. These shall include, but not be limited to: private streets and walkways, private recreational facilities, common lots and open space areas.
- B. The developer shall submit evidence as to the financial ability of a homeowners association to maintain any property or facilities held in common ownership in a residential planned unit development. This evidence shall include at a minimum:
 - 1. The estimated annual cost of maintaining all common properties and facilities.
 - 2. The estimated monthly fee which will be assessed to each residential property and;
 - 3. An estimate of the value of the dwelling units that will be constructed within the planned unit developments.

SECTION 510: STAGING OF PLANNED UNIT DEVELOPMENTS

- A. Each stage of a planned unit development must be so designed so as to stand independently of future related stages in the event future stages are not constructed. The construction and provision of all the common open spaces and public and recreational facilities that are shown on the final development plan must proceed at the same rate as the construction of dwelling units.
- B. If a planned unit development contains non-residential uses, these uses may be constructed first, but only if the Regional Planning Commission finds, and records its finding on the final development plan, that the non-residential uses are consistent with the comprehensive plan for the community even if the residential area of the planned unit development is not built or not completed.

ARTICLE VI

REQUIREMENTS FOR THE CONSTRUCTION OF IMPROVEMENTS

SECTION 600: CONSTRUCTION PROCEDURES AND MATERIALS

The subdivider shall design and construct all improvements in accordance with the standards of the Warren County Board of Commissioners. The work shall be done under Warren County supervision and inspection and shall be completed within the time fixed or agreed upon by the Warren County Board of Commissioners. The minimum requirements for procedures and materials shall be in accordance with the standards of the Warren County Board of Commissioners, the Ohio Environmental Protection Agency, the Ohio Department of Health and Warren County Combined Health District.

SECTION 601: INSTALLATION/BONDING OF IMPROVEMENTS

- A. The developer or subdivider shall provide for the installation of required improvements utilizing one of the following methods:
 - 1. The construction of all improvements as required by the Warren County Board of Commissioners.
 - 2. The execution of a subdividers contract and a construction bond or other means of security with the Warren County Board of Commissioners.
- B. The construction of improvements or the execution of a bond shall be completed prior to the approval of the record plat by the Regional Planning Commission.
- C. The following improvements shall be installed or bonded, as required, prior to the approval of a final plat: earthwork, landscape restoration, new streets, improvements to existing streets, street signs, traffic control signs, sidewalks and other walkways/bicycle paths, stormwater drainage facilities, monuments and lot corner pins, street lights, mail pickup/drop-off facilities, sanitary sewer facilities, and water facilities.
- D. The bonds or other means of security shall be in accordance with the specifications and procedures of the Warren County Board of Commissioners.

SECTION 602: MAINTENANCE BONDS

Upon completion of the installation of required improvements, the subdivider shall execute a maintenance bond or other means of security with the Warren County Board of Commissioners, in accordance with the specifications and procedures established by the Warren County Board of Commissioners.

SECTION 603: NON-COMPLIANCE

Whenever public improvements have not been constructed in accordance with the agreement and specifications as established, the Warren County Board of Commissioners may utilize the bond or other means of security to construct the required improvements.

SECTION 604: FINAL INSPECTION

Upon completion of the maintenance period, the subdivider shall request, in writing, final inspections by the Warren County Engineer, the Warren County Sanitary Engineer, the Warren County Soil and Water Conservation District, and/or the Warren County Combined Health District.

SECTION 605: ACCEPTANCE OF IMPROVEMENTS

If the required improvements have been properly constructed, as determined by the final inspections, the maintenance bond shall be released. Improvements shall then be accepted or approved by formal resolution of the Warren County Board of Commissioners. The acceptance of public streets shall be withheld until all other improvements have been constructed as required.

ARTICLE VII
REQUIRED STATEMENTS AND SIGNATURES
TO BE AFFIXED ON THE PLAT

SECTION 700: REQUIRED STATEMENTS

The following statements shall be affixed on the subdivision plat. The Regional Planning Commission may require modifications to the statements. The Regional Planning Commission shall obtain all signatures, except the signatures of the Board of County Commissioners, County Auditor, County Recorder, and the Regional Planning Commission prior to approval of the subdivision plat.

A. Deed Reference:

Situated in Section __Town __Range __ (or Military Survey __) __Township, Warren County, Ohio, containing __ acres and being (part of/all of) the __ acre tract/Lot __, Plat Name __, Plat Book __ as conveyed to _____ and described in the deed recorded in Deed Book __, Page __/O.R. Vol. __, Page __/D.N. __.

[If there are multiple parent parcels, state "containing X acres of original Y acres and A acres of original B acres" to indicate the acreage from each parent parcel that is being included in the plat and the acreage of the parent parcel.]

B. Owner's Consent and Dedication:

1. Final Plats, or Alternative Plats, and Replats

"We, the undersigned, being all the owners and lien holders of the lands herein platted, do hereby voluntarily consent to the execution of the said plat and do dedicate the streets, parks or public grounds as shown hereon to the public use forever."

"Any "Public Utility Easements" as shown on this plat are for the placement of public utilities, sidewalks, and trails and for the maintenance and repair of said utilities, sidewalks, and trails. This easement and all other easements shown on this plat, unless designated for a specific purpose, are for the construction, operation, maintenance, repair, replacement or removal of water, sewer, gas, electric, telephone, cable television, or other utility lines or services, sidewalks, trails, stormwater disposal and for the express privilege of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements or adjacent streets and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No building or other structures may be built within said easements, nor may the easement area be physically altered so

as to (1) reduce clearances of either overhead or underground facilities; (2) impair the land support of said facilities; (3) impair ability to maintain the facilities or (4) create a hazard."

The above public utility easements are for the benefit of all public utility service providers including, but not limited to (List all applicable public utility service providers in sentence form)

(Signature of owner, all lien holders)."

2. Right-of-way Dedication Plats:

"We, the undersigned, being all the owners and lien holders of the property herein platted, do hereby voluntarily consent to the execution of said plat, thereby conveying title, in full, to the public, and do dedicate the streets and easements as shown hereon, including extraterritorial easements, as applicable, to the public use forever."

"Any "Public Utility Easements" as shown on this plat are for the placement of public utilities and for the maintenance and repair of said utilities. This easement and all other easements shown on this plat, unless designated for a specific purpose, are for the construction, operation, maintenance, repair, replacement or removal of water, sewer, gas, electric, telephone, cable television, or other utility lines or services, stormwater disposal and for the express privilege of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements or adjacent streets and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No buildings or other structures may be built within said easements, nor may the easement area be physically altered so as to (1) reduce clearances of either overhead or underground facilities; (2) impair the land support of said facilities; (3) impair ability to maintain the facilities or (4) create a hazard."

3. Public Sanitary Sewer Easement

Any "Public Sanitary Sewer Easement" as shown on this plat is granted in favor of the Warren County Board of County Commissioners. The easement grants Warren County, its employees or agents, the right to access, survey, construct, use, operate, inspect, maintain, repair, replace, and remove sanitary sewers, force mains, pump stations, and all necessary related above and below ground appurtenances and for the express privilege of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements and for providing ingress and egress to the property for said purposes and are to be maintained for public use forever. No building or other structures may be built within said easements, nor may the easement area be physically altered so as to (1) reduce clearances of

either overhead or underground facilities; (2) modify the amount of cover over the utility lines; (3) impair ability to maintain the facilities or (4) create a hazard.

4. Public Waterline Easement

Any "Public Waterline Easement" as shown on this plat is granted in favor of the Warren County Board of County Commissioners. The easement grants Warren County, its employees or agents, the right to access, survey, construct, use, operate, inspect, maintain, repair, replace, and remove waterlines, and all necessary related above and below ground appurtenances and for the express privilege of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements and for providing ingress and egress to the property for said purposes and are to be maintained for public use forever. No building or other structures may be built within said easements, nor may the easement area be physically altered so as to (1) reduce clearances of either overhead or underground facilities; (2) modify the amount of cover over the utility lines; (3) impair ability to maintain the facilities or (4) create a hazard.

C. **Open Space Easements:**

The portion of each lot designated as an open space easement on this plat shall be subject to the following provisions and restrictions:

1. There shall be no grading, clearing, excavation, or development including but not limited to septic systems wells, dwellings, storage buildings, fencing, driveways, patios and other paved areas, pools, tile fields, and other structures or improvements.
2. No right-of-way or public or private utility easements shall be permitted in the open space easement.
3. Uses permitted in the open space easement shall include recreation, natural resource preservation, and agricultural uses and structures (e.g. barns and fencing).

The open space easement shall remain in place and run with the land. The open space easement may only be modified upon application to and approval by the planning authority having jurisdiction.

D. Certificate of Notary Public:

State of Ohio, S.S.

County of _____

~~This certificate relates to an acknowledgement in which no oath of affirmation was required to be administered to the signer(s) under O.R.C. 147.542 (D)(1).~~

~~The foregoing instrument was acknowledged before me, a Notary Public in the County and State written above, this _____ day of _____, 2_____.~~

~~In testimony whereof, I have set my hand and Notary Seal on the day and date above written.~~

~~Notary Public~~

~~Commission Expires:~~

~~State of Ohio, S.S.~~

~~County of _____~~

This certificate relates to an acknowledgement in connection with which no oath of affirmation was required to be administered to the signer(s) under O.R.C 147.542 (D)(1).

The foregoing instrument was acknowledged before me, a Notary Public in the County and State written above, this _____ day of _____, 2_____.

In testimony whereof, I have set my hand and Notary Seal on the day and date above written.

Notary Public

Commission Expires:

E. Certificate of Surveyor:

I hereby certify that this map is a true and complete survey made by me (under my supervision), on (date) and that all monuments and lot corner pins are (or will be) set as shown.

(Signature) _____

(Print name and registration number here)
Registered Surveyor

F. **Regional Planning Commission Approval:**

WARREN COUNTY REGIONAL PLANNING COMMISSION

This plat was approved by the Warren County Regional Planning Commission on this _____ day _____ of 2_____.

Executive Director

G. **Zoning Inspector Approval:**

WARREN COUNTY (_____ TOWNSHIP) ZONING INSPECTOR

I hereby approve this plat on this _____ day of _____, 2_____.

Warren County (____ Township) Zoning Inspector.

H. **County Engineer Approval:**

COUNTY ENGINEER

I hereby approve this plat on this ____ day of _____, 2____.

Warren County Engineer

I. **County Commissioners' Approval:**

COUNTY COMMISSIONERS

We the Board of County Commissioners of Warren County, Ohio do hereby dedicate the right-of-way for this plat on this ____ day of _____, 2____.

Commissioners:

J. **Sewage Disposal Approval:**

COUNTY SANITARY ENGINEER

I hereby approve this plat on this ____ day of _____, 2____.

Warren County Sanitary Engineer

COUNTY HEALTH DISTRICT

I hereby approve this plat on this ____ day of _____, 2____.

Warren County Health Commissioner

K. **County Auditors Transfer:**

COUNTY AUDITOR

Transferred on this ____ day of _____, 2____.

By _____
Deputy County Auditor

L. **County Recorder:**

COUNTY RECORDER

File No.

Received on this _day of , 2_ at _____ .M.

Recorded on this _day of , 2_ at _____ .M.

Recorded in plat book No. ____ Page ____ . Fee ____.

By _____
Deputy Warren County Recorder

M. **Drainage Statement:**

Unless otherwise designated on this plat, a fifteen (15) foot wide drainage easement shall exist along all common rear lot lines and a ten (10) foot wide drainage easement shall exist along all common side lot lines, with the common line being the centerline of said easement.

The easement areas shall be maintained continuously by the lot owner(s). Within the easements, no structure, planting, fencing, culvert, or other material shall be placed or permitted to remain which may obstruct, retard, or divert the flow through the watercourse. Easements shown on this plat and designated as "drainage easements" are dedicated to the Home Owners Association of (name of development).

The Warren County Commissioners and the Board of Township Trustees assume no legal obligation to maintain or repair any open drain, ditches or watercourse within the easement area unless noted otherwise on this plat. However, when the platted right-of-way area has been previously accepted for public maintenance by resolution of the Board of Township Trustees, the Board of Trustees or their representatives may enter upon and inspect the easement areas and, in accordance with Section 5589.06 of the Ohio Revised Code, may remove or cause the removal of an obstruction adversely impacting an area within the public right-of-way.

Until the expiration of the developer's public improvement maintenance bonding period, the developer (or their agents) reserves the right to enter upon all lots to establish or re-establish drainage swales within all drainage easements for the purpose of controlling and directing stormwater to collection facilities or drainage channels.

The publicly-maintained portion of the storm sewer system will include storm drains, culverts, and/or ditches located within either the public right-of-way or the public utility easement area adjacent to the road right-of-way with the exception of sump mains and culverts for private driveways. Where, in lieu of an open ditch, a developer, builder or lot owner installs a storm drain on private property, the storm drain shall be designed by a professional engineer to ensure that neither this property or adjacent properties are negatively impacted, and the lot owner(s) must note that they are responsible for maintaining the storm drain unless noted otherwise on the plat.

N. Private I Streets (15 MPH design speed only):

(Name of street or streets) has (have) been designed to safely accommodate a speed of no more than fifteen (15) miles per hour. This street (these streets) should not be accepted for public ownership and maintenance until such time as maximum speed limit of fifteen (15) miles per hour can be legally posted.

O. Standard Required Conservation Easement Provisions and Restrictions:

Each lot (as listed applicable) on which placed in the subdivision shall be subject to the below listed conservation easement provisions and restrictions in the area that is written (distance of depth inward from the rear lot boundary of each lot along the outer perimeter of the subdivision) feet inward parallel from the rear lot line, which shall be maintained as perpetual open space as a natural resource protection area intended solely to serve for wildlife habitat preservation and adjacent property buffer screening purposes. Required maintenance by the lot owner within the area so designated on their lot is as follows:

1. the eradication of dense invasive ground vegetation, inclusive of noxious weeds (for purposes herein the definition of noxious weeds shall be the same that is in Ohio Revised Code Section 5579.04), which does not provide desirable residential buffer screening from adjacent farmland or other residential uses;
2. the replacement of ground vegetation with wild flowers, perennial beds, evergreen trees, shrubs and/or ground cover or other comparable vegetation not considered a noxious weed;
3. the removal of dead, fallen or diseased trees or any found infested with insects determined by applicable State or Federal authority to be too threatening and detrimental to remain; and
4. the trimming of trees and shrubs to prevent overgrowth, but the total clearing of trees and shrubs is prohibited unless that which is removed is otherwise replaced or supplemented so to be restored to the same or greater degree of vegetative growth suitable for buffering and wildlife purposes.

No structure of any kind may be located, placed or permitted to remain within the conservation easement area.

The open space conservation easement shall remain in place and run with the land and shall not be terminated voluntarily or by operation of law regardless of future lot ownership and may only be modified upon application and approval by the Planning Authority having jurisdiction.

ARTICLE VIII

REVISIONS, ENFORCEMENT

SECTION 800: EXTENSION OF PLAT APPROVAL PERIOD

A subdivider may request in writing an extension of time for the approval period of a preliminary plan or final plat. Up to three (3) such requests may be granted for any preliminary plan or final plat section and it shall be for no more than one (1) year. Upon expiration of the initial approval period or any extension thereof, a plat shall be resubmitted for approval under the procedures outlined for preliminary plans or final plats in Article III of these regulations.

SECTION 801: REVISION OF PLAT AFTER APPROVAL

No changes, modifications, or revisions shall be made in any plat of a subdivision after approval has been given by the Regional Planning Commission, and endorsed in writing on the plat, unless said plat is first resubmitted to the Regional Planning Commission.

SECTION 802: SCHEDULE OF FEES, CHARGES AND EXPENSES

The Regional Planning Commission shall establish a schedule of fees, charges and expenses for matters pertaining to services it renders in accordance with the Warren County Subdivision Regulations adopted under Chapter 711 [Plats] of the Ohio Revised Code; and, for other matters pertaining to services it renders in accordance with its powers and duties set forth in Section 713.23 et seq., of the Ohio Revised Code, and the applicable sections of Zoning Codes relating to sections 519.021 and 303.022 [Planned-unit developments], et seq., of the Ohio Revised Code. The Regional Planning Commission shall also establish a collection procedure for the fees, charges and expenses. The schedule of fees and collection procedure shall be posted in the office of the Regional Planning Commission and may be altered, or amended only by the Regional Planning Commission in accordance with Article VI [Financial Provisions], (3.) [Application Fees ...] of its Resolution of Cooperation.

SECTION 803: PENALTIES

Whoever violates these regulations shall be subject to the penalties specified in Chapter 711 of the Ohio Revised Code.

SECTION 804: VARIANCES

A. Criteria

The Regional Planning Commission may grant a variance of these regulations if the following criteria are met:

1. The modification granted will not be detrimental to the public health and safety.

2. An unusual topographical or other exceptional physical condition exists and the strict compliance with these regulations would create a hardship.
3. The hardship was not self-created by the appellant or his agent.
4. The modification will only permit a departure from these regulations to the extent necessary to remove the hardship.
5. Any modification granted will not be detrimental to the public interest nor in conflict with the intent and purposes of these regulations.

B. Procedure

1. An applicant requesting a variance to a provision of the Subdivision Regulations shall complete an application form and shall submit that application form with all necessary fees and accompanying material to the Warren County Regional Planning Commission. Applications for variances may be submitted with a proposed Preliminary Plan Plat or Minor Subdivision application. Subdivisions requiring a variance shall be reviewed as a Preliminary Plan.
2. Upon a review of the submittal and determination that the submittal is complete, the RPC staff shall place the variance on the agenda for the next Regional Planning Commission meeting. Staff shall review the request and prepare a written report recommendation, following review and comments from appropriate offices. The report recommendation shall accompany a copy of the application package that is forwarded to the Regional Planning Commission.
3. Notice of the variance request shall be posted in the Regional Planning Commission offices and a second public location in the County Administration Building and notice of the hearing shall be mailed by the RPC, by first class mail, at least ten days before the date of the hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the hearing, to the addresses of the owners appearing on the County Auditor's current tax list. The failure of delivery of the written notice SHALL NOT delay or postpone any such hearing, and shall not invalidate any action taken at such hearing.
4. The Planning Commission shall hear the request and make a decision within 30 days of its hearing of the request. In its motion, the Commission shall fully describe the variance(s) granted, including citing the appropriate sections of the Subdivision Regulations, citing the basis, conditions and reasons for its action, including the criteria that are met by the applicant in moving for approval.

Additional Variance Standards

1. One or more variance(s) may be requested by the applicant at the time of submission of the preliminary plan or minor subdivision application.

2. The Commission may also require conditions or modifications to the application that, in its judgment, secure substantially the objective of the standards or requirements so varied or modified and which protect the public health, safety and general welfare.
3. Any variance granted by the Planning Commission shall be noted in writing on the final subdivision plat.

SECTION 805: APPEALS

Any person, who believes he has been aggrieved by the regulations or the action of the Regional Planning Commission, has all the rights of appeal as set forth in Chapter 711 of the Ohio Revised Code or any other applicable section of the Ohio Revised Code.

**ARTICLE IX
ENACTMENT**

SECTION 900: EFFECTIVE DATE

These regulations shall become effective from and after the date of its approval and adoption by the Regional Planning Commission and the Board of County Commissioners after public hearing and certification to the Warren County Recorder. Henceforth, any other regulations previously adopted by the Regional Planning Commission and the Board of County Commissioners shall be deemed to be repealed. These regulations shall in no way effect any subdivision having received a preliminary approval prior to the effective date provided, however, that no changes to the preliminary plat, as approved, are introduced by the subdivider.

ADOPTED October 17, 1978
(Date)

Clare D. ...
Chairman, Warren County Board of County Commissioners

ATTEST: *Karen Keister*
(County Clerk)

ADOPTED October 26, 1978
(Date)

Richard Remmel
Chairman, Warren County Regional Planning Commission

SECTION 901: AMENDMENTS

AMENDED: May 20, 1986
(Date)
[Signature]
Chairman
Warren County Board of Commissioners

ATTEST: Margaret Drenniger
Clerk

AMENDED: May 22, 1986
(Date)
J. E. Cramer
Chairman
Warren County Regional Planning Commission

ATTEST: Robert D. Paine
Executive Director

AMENDED: July 7, 1987
(Date)
[Signature]
Chairman
Warren County Board of Commissioners

ATTEST: Margaret Drenniger
Clerk

AMENDED: March 26, 1987
(Date)
J. E. Cramer
Chairman
Warren County Regional Planning Commission

ATTEST: Robert D. Paine
Executive Director

AMENDED: August 24, 1989
(Date)
Leo E. Ferwilliger
Chairman
Warren County Board of Commissioners

ATTEST: Margaret Drenniger
Clerk

AMENDED: August 24, 1989
(Date)

Lee Dicks
Chairman
Warren County Regional Planning Commission

ATTEST: *Bert D. Price*
Executive Director

AMENDED: January 19, 1993
(Date)

[Signature]
Chairman
Warren County Board of Commissioners

ATTEST: *Uma Davis*
Clerk

AMENDED: December 17, 1992
(Date)

Lee Dicks
Chairman
Warren County Regional Planning Commission

ATTEST: *Bert D. Price*
Executive Director

AMENDED: September 22, 1994
(Date)

William J. F...
Chairman
Warren County Regional Planning Commission

ATTEST: *Bert D. Price*
Executive Director

AMENDED: September 12, 1995
(Date)

Pat Arnold South
Chairman
Warren County Board of Commissioners

ATTEST: Mia Davis
Clerk

AMENDED: September 28, 1995
(Date)

William J. Taylor
Chairman
Warren County Regional Planning Commission

ATTEST: Robert D. Price
Executive Director

AMENDED: November 15, 2001
(Date)

Richard Bernick
Chairman
Warren County Regional Planning Commission

ATTEST: Robert D. Price
Executive Director

AMENDED: July 25, 2002
(Date)

Richard Bernick
Chairman
Warren County Regional Planning Commission

ATTEST: M.S. Lj
Executive Director

AMENDED: September 15, 2004
(Date)

[Signature]
Chairman, Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

AMENDED: May 26, 2005
(Date)

[Signature]
Chairman, Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

AMENDED: October 27, 2005
(Date)

[Signature]
Chairman, Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

AMENDED: January 25, 2007
(Date)

[Signature]
Chairman, Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

AMENDED: June 28, 2007
(Date)

[Signature]
Chairman, Warren County Regional Planning Commission

ATTEST: [Signature]
Executive Director

[Signature]
David McElroy, Chairman
Warren County Regional Planning Commission

ATTEST:

[Signature]
Kimberly A. Lapensee, Executive Director
Warren County Regional Planning Commission

Date: April 22, 2010

RESOLUTION NO. 17-08

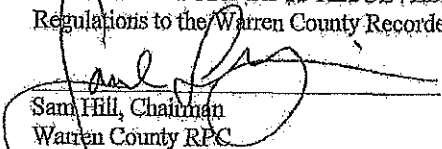
CERTIFICATION OF WARREN COUNTY SUBDIVISION REGULATIONS

WHEREAS, the Warren County Regional Planning Commission Executive Committee adopted amendments to the Warren County Subdivision Regulations on February 23, 2017; and

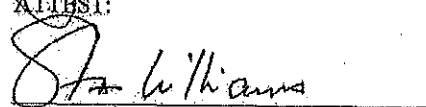
WHEREAS, the Board of County Commissioners approved the amendments adopted by the RPC Executive Committee on April 25, 2017; and

WHEREAS, a copy of the rules approved by the Board of County Commissioners is required to be certified by the Planning Commission to the County Recorder pursuant to ORC 711.10;

NOW THEREFORE BE IT RESOLVED, to certify this copy of the Warren County Subdivision Regulations to the Warren County Recorder.


Sam Hill, Chairman
Warren County RPC

ATTEST:


Stan Williams, Executive Director
Warren County RPC

Date: May 25, 2017

L:\Resolutions\2017\resolution 17-08 Certification of Subdivision Regulations

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

Resolution

Number 19-1246

Adopted Date September 24, 2019

APPROVE AMENDMENTS TO THE WARREN COUNTY SUBDIVISION REGULATIONS

WHEREAS, pursuant to Ohio Revised Code Section 711.10, this Board met the 24th day of September 2019, to consider amendments to the Warren County Subdivision Regulations; and

WHEREAS, this Board is in receipt of a recommendation from the Warren County Regional Planning Commission to amend the Warren County Subdivision Regulations as well as a letter of support from the Cincinnati Homebuilders Association; and

WHEREAS, this Board has considered all those desiring to speak in favor of or in opposition to said amendments; and

NOW THEREFORE BE IT RESOLVED, approve amendments to the Warren County Subdivision Regulations; said amendments as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: RPC (file)
Public Hearing file

Resolution

Number 23-0625

Adopted Date May 16, 2023

APPROVE AMENDMENTS TO THE WARREN COUNTY OFFICIAL THOROUGHFARE PLAN BY REMOVING THE TWO COLLECTOR ROADS IN DEERFIELD TOWNSHIP AND THE ONE COLLECTOR ROAD IN TURTLECREEK TOWNSHIP ON LAND IDENTIFIED AS PARCEL 12-26-200-002

WHEREAS, this Board received a request from the developer, John Candle Homes, and the landowner, Route 741 Holdings, LLC (a land holding company of Tufts University, Boston, MA), to remove all collector roads required by the Warren County Official Thoroughfare Plan on a single parcel identified as Parcel 12-26-200-002, consisting of 83.949 acres situated in Deerfield Township and 62.788 acres situated in Turtlecreek Township, totaling 146.737 acres in Warren County; and

WHEREAS, on April 25, 2023, this Board adopted Resolution #23-0507 setting the matter for a public hearing on May 16, 2023 at 9:45AM, after advertising notice thereof in a newspaper of general circulation in Warren County, at least ten (10) days prior thereto; and

WHEREAS, notice of the said public hearing was advertised in the Journal-News Pulse of Lebanon and Mason on 04/30/2023, as evidenced by a proof of publication; and

WHEREAS, this Board opened the public hearing during the regularly scheduled meeting of this Board on May 16, 2023, at approximately 9:54AM; and

WHEREAS, during the public hearing the Board was presented the recommendation of the full Warren County Regional Planning Commission and was shown a PowerPoint presentation by Cameron Goschinski of the Warren County Regional Planning Commission Staff; and heard from: attorneys Joe Trauth and Sophia Holley of KMK law firm representing the developer; attorney Matt Fellerhoff of Strauss & Troy law firm representing the landowner; Richard Arnold of McGill Smith Punshon representing the developer; Warren County Chief Deputy Engineer, Kurt Weber, and Warren County Engineer, Neil Tunison; Turtlecreek Township Administrator, Tammy Boggs; Deerfield Township Administrator Eric Reiners; City of Mason Law Director, Jeff Forbes, and City of Mason Engineer, Kurt Seiler; and thereafter voted unanimously to close the public hearing after no other persons came forward to be heard; and

WHEREAS, after considering the recommendation of the Regional Planning Commission and Power Point presentation, as well as the comments from all of the aforementioned speakers in favor of or in opposition to said amendment, the Board carefully weighed and balanced the public need of such collector roads, the public safety concerns of having a collector road through a residential neighborhood, and the property rights of the landowner; and

NOW THEREFORE BE IT RESOLVED, to amend to the Warren County Official Thoroughfare Plan by removing from the Official Thoroughfare Plan and Map all of the collector roads that are

RESOLUTION #23-0625

MAY 16, 2023

PAGE 2

shown to traverse Parcel 12-26-200-002, to-wit: both collector roads in Deerfield Township and one collector road in Turtlecreek Township; and

BE IT FURTHER RESOLVED, that the Board's Clerk is directed to deliver a certified copy of this Resolution to the Warren County Engineer and Warren County Regional Planning Commission in order that they may amend their records and requirements in accordance herewith, and to cause this resolution to be deposited along with the Warren County Official Thoroughfare Plan and Map with the Warren County Recorder in accordance with R.C. 713.27.

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

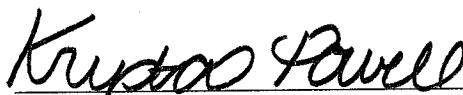
Mrs. Jones – yea

Mr. Grossmann– yea

Mrs. Young– yea

Resolution adopted this 16th day of May 2023.

BOARD OF COUNTY COMMISSIONERS



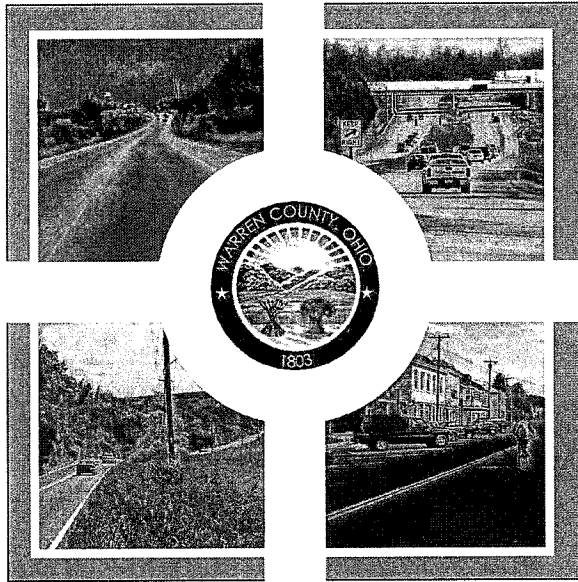
Krystal Powell, Deputy Clerk

/KP

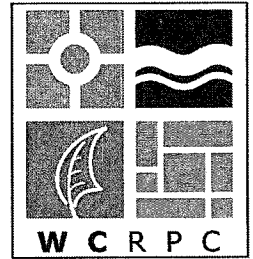
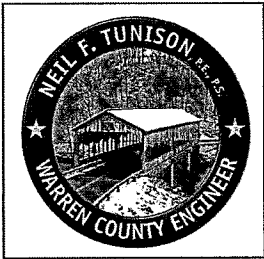
cc: RPC (certified) (file)
County Engineer(certified) (file)
Recorder (Certified)
Public hearing file



THOROUGHFARE



PLAN





OFFICIAL THOROUGHFARE PLAN
WARREN COUNTY, OHIO

~~August 2019~~ June 2023

Warren County Commissioners

Tom Grossmann
Shannon Jones
David G. Young

Warren County Engineer

Neil F. Tunison, PE, PS

Warren County Regional Planning Commission

Stan Williams, AICP, Executive Director

CERTIFICATION TO COUNTY RECORDER

I hereby certify that the foregoing is a true and accurate copy of the Warren County Official Thoroughfare Plan, as finally adopted by the Warren County Board of County Commissioners pursuant to Resolution Number 19-1092 on August 20, 2019, and is being presented to the Warren County Recorder pursuant to O.R.C. Section 713.27.

Stan Williams, AICP
Executive Director
Warren County Regional Planning Commission

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1092

Adopted Date August 20, 2019

APPROVE AMENDMENTS TO THE WARREN COUNTY THOROUGHFARE PLAN

WHEREAS, this Board met this 20th day August 2019, in the Commissioners' Meeting Room to consider amendments to the Warren County Thoroughfare Plan; and

WHEREAS, this Board has considered the recommendation of the Regional Planning Commission and the County Engineer's Office and all those present to speak in favor of or in opposition to said amendment; and

NOW THEREFORE BE IT RESOLVED, to approve amendments to the Warren County Official Thoroughfare Plan; said amended plan attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of August 2019.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc: RPC
RZC (file)
Public Hearing file
Bruce McGary
Township Trustees
County Engineer



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SECTION 1 Introduction

Authority to Plan

Regional and County Planning Commissions are authorized by Sec. 713.23, et seq., of the Ohio Revised Code, to plan "general land, water, and air transportation systems" in their jurisdiction(s). The Warren County Official Thoroughfare Plan fulfills the Warren County Regional Planning Commission's duty to plan for transportation thoroughfares and systems, the standards of which are upheld by the Warren County Engineer's Office.

Purpose of the Warren County Official Thoroughfare Plan

Warren County continues to experience far-reaching and rapid change. The county's population has increased by approximately 40% over the past two decades. Growth has resulted in changes throughout the county, changes that are expected to continue for years to come. Change effects the county's transportation system; however, sound planning based on up-to-date information can help anticipate and meet Warren County's transportation needs.

The Warren County Official Thoroughfare Plan is designed to provide a framework for decision-making for the development of a thoroughfare system that will meet the county's existing and future transportation needs. The thoroughfare plan reflects a long-term vision for the county thoroughfare system. Specifically, the thoroughfare plan will serve the following functions:

- Designate a network of thoroughfares to carry both current levels of traffic and anticipated increases that will be generated by growth and development in the county,
- Organize vehicular traffic by function in order to minimize conflict and assure that traffic will be carried on adequately designed thoroughfares,
- Assure that adequate land for rights-of-way are provided for future corridor development, and
- Integrate planning for the county circulation system within the larger regional transportation system.

Although the jurisdiction of the thoroughfare plan is limited to unincorporated portions of Warren County, an effort has been made to assure that there is connectivity between the recommendations that will be included in this thoroughfare plan and transportation issues related to incorporated areas of the county. The relationship of Warren County's thoroughfare system to the regional system needs to be considered as well.

The county has experienced growth pressure from two major metropolitan areas - Cincinnati from the south, and Dayton from the north (See Figure 1.1). Municipalities such as Lebanon, Mason, and Springboro have been transformed from rural communities to growing suburban areas in the process. With its location relative to both Cincinnati and Dayton, excellent access provided by Interstates 71 and 75, and available land and infrastructure, Warren County is expected to continue to experience significant growth rates for the foreseeable future.

The current plan builds upon the goals and recommendations that were provided in 1996 by a 17 member task force that was established at the time to assist in the following:

- Identify both specific and general problems with the existing county thoroughfare system.
- Develop criteria for the evaluation of capital improvement projects.
- Develop goal and objective statements to guide the recommendations of the thoroughfare plan.

The task force meeting minutes and the extensive public participation process was well documented and was instrumental in providing direction for this thoroughfare plan.

Relationship with Other Plans and Policies

The Warren County Official Thoroughfare Plan is not being developed in a vacuum but in the context of a number of other planning processes that will impact the future of the county. Plans have been completed or are currently underway at the municipal, county, regional, and statewide levels. The following section is a summary of such planning studies.

Warren County Engineer's Transportation Improvement Plan (TIP)

A transportation improvement plan (TIP) is a list of transportation improvement projects that support long-range transportation goals or address specific areas where existing transportation



problems exist. TIP's are generally short-range in nature and ideally are updated on a recurring basis to assure that transportation needs are being met. The Warren County Engineer has established a TIP to address transportation deficiencies for roadways under the jurisdiction of the Engineer's office.

Warren County Transportation Improvement District (TID)

The Warren County TID is a governmental entity appointed by the Warren County Board of County Commissioners. The TID possesses general powers to manage and construct highway-related projects with the purpose to improve the County's transportation system.

OKI (Ohio Kentucky Indiana) Regional Transportation Plan

The OKI 2030 Regional Transportation Plan Update fulfills the region's requirement that all transportation programs in urban areas exceeding 50,000 in population result from a regional transportation plan, based on a continuing, comprehensive transportation planning process carried out cooperatively between state and local communities. Warren County is a member entity of the OKI Metropolitan Planning Organization (MPO), and is embraced within the scope of a regional plan.

The regional plan enables the development of a regional inter-modal transportation system that expands travel options and improves and maintains transportation infrastructure in order to enhance the mobility of people and goods, and improve air quality.

Recommendations consist of major investment studies, including the I-71 corridor transit service expansion and improvement, Intelligent Transportation Systems, rideshare programs, bicycle and pedestrian projects, traffic operation improvement, and highway capacity expansions.

Projects arising from the regional transportation plan can, at the request of the local sponsor, move forward toward implementation through a process known as the Transportation Improvement Program, or TIP.

The TIP is the compilation of all publicly-assisted transportation projects, including both highway and transit elements, constrained to available funding levels and prioritized by need. Inclusion in the TIP is a prerequisite for Federal funding assistance. Upon adoption by the OKI policy board, the TIP becomes a policy document that directs the flow of transportation improvements within the region.

Lebanon-Warren County Airport Master Plan

The Warren County Airport Authority, under the direction of the Warren County Board of Commissioners, completed an airport master plan in 2005 for the Lebanon-Warren County Airport. The master plan was charged with identifying the overall land and facility requirements that will ensure the airport's long-term viability, from which a 10-year development plan was prepared that is technically correct, environmentally and financially sound, implementable, and responsive to the needs of the airport users as well as the concerns of the public.

OKI Regional Bicycle Plan

The OKI Regional Bicycle Plan is a blueprint for the development of OKI's eight-county bicycle transportation system. Under the requirements of the Safe, Accountable, Flexible, Efficient Transportation Act (SAFETEA-LU) of 2005, metropolitan planning organizations such as OKI are required to develop transportation plans that include bicycle transportation.

Warren County contains two of the major bicycle transportation corridors within the system: the Great Miami and the Little Miami Scenic Bike Paths. The Great Miami Bike Path will connect Cincinnati and Dayton. More than 28 miles of this trail is already completed from Dayton to just south of Franklin, in Warren County. The Little Miami Scenic Bike Path connects Springfield and Cincinnati. A key link in the Warren County portion of the Little Miami Scenic Bike Path, between Oregonia Road and Corwin Road, was completed in 1996. The Little Miami Scenic Bike Path extends for more than 72 miles.

In addition to considering individual bicycle projects, the Regional Bicycle Plan also discusses the need for roadway improvements to facilitate bicycle usage including bike lanes, wide outside lanes, paved shoulders, and bike paths. It also addresses additional travel needs including access to bridges and viaducts, bicycle parking (racks and lockers), improvements to railroad crossings, provision of bicycle-safe grates and bicycle-actuated traffic signals, and roadway maintenance. The plan presents recommendations including funding priorities for bicycle corridors, the need for safety and educational programs for bicyclists, and bicycle commute services.

Township Comprehensive Plans

WCRPC is currently in the process of updating its land use component of the Warren County Comprehensive Plan. The land use component was last updated in 2007 for 5 (of 11 total) townships within Warren County which utilize county zoning. More recently WCRPC has worked



on a township-by-township basis, producing individual township-level comprehensive plans. The process for these comprehensive plans has involved a greater reliance on public input methods and community participation to help guide plan development, rather than utilizing a top-down decision making approach.

As of July 2015, comprehensive plans have been developed and adopted for Wayne Township (2012), Salem Township (2013), and Massie Township (2015), all of which serve as updates to the 2007 Warren County Comprehensive Plan. In addition, Deerfield Township is currently active in the creation of an update to their own comprehensive plan, and WCRPC is also planning to adopt future comprehensive plans for Turtlecreek, Union, and Washington Townships.

Each of the township comprehensive plans makes recommendations regarding land use, the provision of public services, and transportation. Each plan stresses the important relationship between land use and transportation and the need for coordinating county-wide as well as local decisions between the two. While recommendations of the Warren County Official Thoroughfare Plan will supersede those of the individual township plans, the land use and transportation recommendations within each plan will serve as useful indicators of where growth, and the transportation system improvements necessary to support this growth, is expected.

Special Area Plans

WCRPC has also produced special area plans, such as Gateway Plan West (2015) and the 71/123 Area Plan (2013), which make land use and transportation recommendations. These plans often involve the collaboration of multiple entities and/or local units of government. For instance, Gateway Plan West lays out a vision for an area straddling western Turtlecreek Township and eastern portions of the Cities of Middletown and Monroe. Much like township-level comprehensive plans, land use recommendations made by these plans do not become official until they are adopted as part of the Warren County Comprehensive Plan.

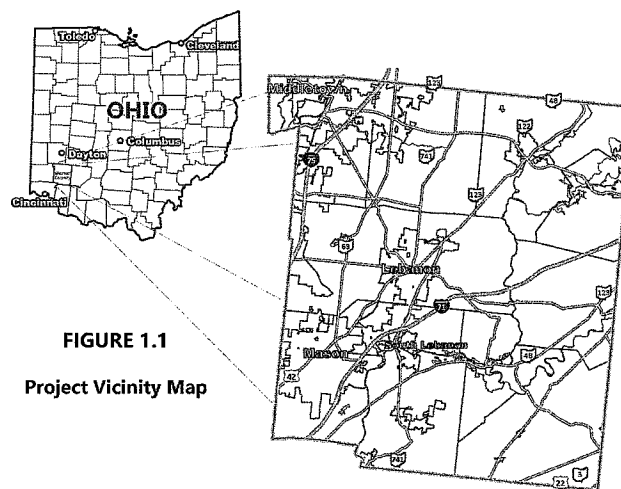
Municipal Plans

Although the jurisdiction of the Warren County Official Thoroughfare Plan is limited to unincorporated portions of the county, an effort has been made to assure that the plan has connectivity to the plans of municipalities within the county. In turn, municipal jurisdiction is limited to planning for corporate limits, although many do consider the areas outside their corporate boundaries.

Southwest Warren County Transportation Study

The Southwest Warren County Transportation Study was undertaken by the Warren County Engineer and OKI to improve mobility and safety over the next 25 years for the fastest growing area in the OKI region. The study area covers 100 square miles between two interstate corridors and includes a population of 96,000 that is projected to grow 64% by 2030.

The study recommends 19 transportation improvements, at a total cost of just over \$300 million. Recommendations are ranked as high, medium, or low priority. The study was prepared with oversight from a 23-member Task Force and provided for extensive public involvement. The public involvement process included eight public meetings attended by over 650 residents.





SECTION 2 Goals and Objectives

Thoroughfare Plan Goal Statement

The 1996 Task Force identified the following issues as being important to consider:

- Connections with other modes of transportation (intermodalism),
- Meeting current and future needs,
- Safety,
- Convenience,
- Economic growth,
- Sensitivity to environmental concerns,
- The efficient use of limited financial resources or "sustainability,"
- Connecting people and goods with markets and destinations both inside and outside Warren County, and
- Maintaining the integrity of the existing highway system through limitations on the number of curb cuts, the effective use of signalization, and signage.

Using these elements, the Task Force drafted the following goal statement:

To develop a safe, efficient, and environmentally-sound transportation system for the movement of people and goods. Such a system will provide for economic growth and recreational opportunities through a convenient, accessible, and intermodal system designed to meet the current and future transportation needs of Warren County.

To support this goal, a number of objectives were developed. In turn, these objectives are supported by a series of strategy statements.

Objective 1: Transportation Study - Promote the design, construction, and maintenance of new and existing transportation systems and facilities within Warren County.

Strategies:

- Construct highway improvements while giving consideration to design issues such as minimum sight distances, and so on.
- Ensure proper turn movement and channelization on arterials and collectors.
- Integrate sidewalks and bikeways to safely accommodate pedestrians and bicyclists.
- Identify high impact areas and develop initiatives to mitigate safety problems in those areas.

Objective 2: Proactiveness - Develop an action plan to implement the recommendations of the thoroughfare plan in a manner to meet existing and long-range needs.

Strategies:

- Protect capacity by developing and implementing access standards.
- Encourage economic development in areas where the thoroughfare system already exists, where proposed thoroughfares are projected, or where limited expansion is required.
- Encourage land use patterns along arterials and collectors that do not degrade carrying capacity.
- Develop criterion to evaluate proposed developments and their impact on existing proposed thoroughfares.
- Preserve rights-of-way for future thoroughfare expansion and continuation on identified corridor extensions.
- Encourage dialogue between the county, municipalities, and the private sector to coordinate thoroughfare improvements and employment opportunities in appropriate areas.
- Identify a future functional classification system and steps necessary to implement the system.
- Identify thoroughfare corridors that do not interfere with sensitive environmental areas.



Objective 3: Sustainability - Encourage the development of a county thoroughfare system that efficiently uses limited construction funding and maintenance resources.

Strategies:

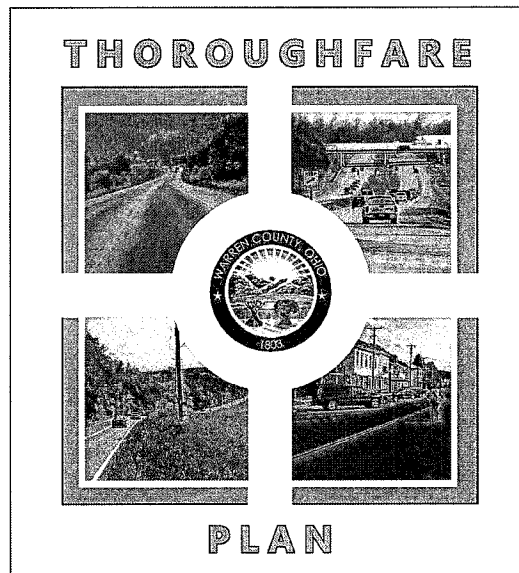
- Coordinate the use of private, municipal, county, state, and federal funding sources to maximize capital fund availability for thoroughfare improvements.
- Determine funding levels necessary to implement short-, medium-, and long-range improvements to the thoroughfare system.
- Develop a system to prioritize maintenance and preservation projects for the existing thoroughfare system; prioritize proposed projects as well.

Objective 4: Intermodalism - Improve the efficiency of Warren County's existing thoroughfare system by integrating other modes of transportation.

Strategies:

- Encourage transit service to augment capacity of the existing system.
- Share rights-of-way with alternative transportation modes.
- Encourage the development of initiatives that preserve capacity such as park-n-ride facilities.
- Review proposed transportation and development projects to assure that improvements that will benefit bicyclists and pedestrians could be reasonably included.
- Review the Warren County subdivision regulations to assure the inclusion of practices that encourage bicycle and pedestrian access.
- Encourage bicycle usage by incorporating the OKI Regional Bicycle Plan into countywide transportation project planning.
- Support and promote the Warren County Transit system as an important element of the county's transportation system, serving the needs of county residents and relieving pressures on the county's transportation infrastructure.
- Support and promote the expansion of the Southwestern Ohio Regional Transit Authority (SORTA)/Metro bus service into southern Warren County to serve county residents and relieve pressures on the county's transportation infrastructure.

- Support and promote the Lebanon-Warren County Airport as a viable element of the county's transportation system through continued improvements to the airport as outlined in the master plan.



SECTION 3
Warren County Roadway Classifications
and Pathway Map



Thoroughfare Functional Classifications

The following descriptions of thoroughfare functional classifications are used for the Warren County Official Thoroughfare Plan to establish a hierarchy for designation and evaluation of the thoroughfare network in Warren County.

Interstate	Interstates are multiple-lane, divided highways intended for the uninterrupted flow of inter- and intra-state traffic through an area at the highest speed relative to all other thoroughfares. Interstate highways have limited or controlled access by other thoroughfares. The interstate routes within Warren County are I-71 and I-75.
Primary Arterial	Primary arterials are typically the most direct link between urban and rural communities and major traffic-generating land uses and attractions. As such, they are mostly intended for through-traffic movement at moderate to high speeds, although they also accommodate local traffic, with access control of other roadway and driveway intersections.
Secondary Arterial	Secondary arterials are similar to primary arterials in function, though they generally carry a lesser through-traffic volume over shorter distances by linking lower functioning thoroughfares, less intense use attractions, and smaller rural communities to higher functioning thoroughfares, larger populated communities, and more intense land uses.
Primary Collector/Distributor	Primary collector/distributor roadways are highly traveled thoroughfares, generally greater than 25,000 average daily traffic (ADT) projected within the design year horizon of 25-years, and carry traffic near interstate corridors and other areas of high density development and between interstates, arterials and local roads.

Major Collector/Distributor	Major collector/distributor roads provide for traffic movement between arterials and local streets and carry moderate volumes, typically greater than 10,000 ADT projected within the design year horizon of 25-years, over moderate distances.
Collector	Collectors are intended as the first link between local roads for land access and higher functioning traffic moving roads of the thoroughfare network. They are typically regularly traveled roads in rural areas and main streets in subdivision developments in urbanized areas.
Local Road	Local roads and streets are predominately intended to provide access for land uses that are located along them, such that through-traffic movement is often discouraged. Therefore, they are not usually considered as thoroughfares in a network unless location and travel warrants upgrading and connection with other thoroughfares.

Functional Classification of the County Thoroughfare Network

A generation of development, characterized by rapid growth over the past two decades, has resulted in significant changes to the volume and pattern of traffic circulation in Warren County since the 1956 Thoroughfare Plan was adopted. Appendix A shows the above described functional classifications as they have been applied to roads and streets that constitute the Warren County thoroughfare network. This application of the functional classification system to define the county thoroughfare network, coupled with design standards for each thoroughfare, are intended to be a guide for decision-makers as it relates to planning and approval of future land use development, and improvements and additions to the existing network thoroughfares. A series of maps (Figures 3.2 - 3.7) display the functional classification of roadways in Warren County. Use Figure 3.1 as a reference for each of the six individual area maps. In addition, the map in Figure 3.8 shows existing pedestrian/bike pathways in the County.



FIGURE 3.1

County Areas

Cross-section diagrams of typical design standards for each type of thoroughfare that has been defined in the functional classification system for the Warren County network are shown in Appendix A. The standards depicted in the diagrams were designed with specific relationship to Warren County thoroughfares as relates to function and location within the network. As such, there are design standards for thoroughfares in urban versus rural locational settings, as well as distinctions for residential versus non-residential use development locations. Minimum right-of-way widths, among other design factors, are specified in the cross-section diagrams for each thoroughfare type and use setting, with incorporation of intermodal provisions for bicyclists and pedestrians. These cross-section diagrams were developed to encourage the preservation of adequate rights-of-way for various road types throughout the county. It should be noted that for developments designed in a neo-traditional or new urbanism style, the standards shown in the cross-section diagrams may be varied at the discretion of the Warren County Engineer's Office.

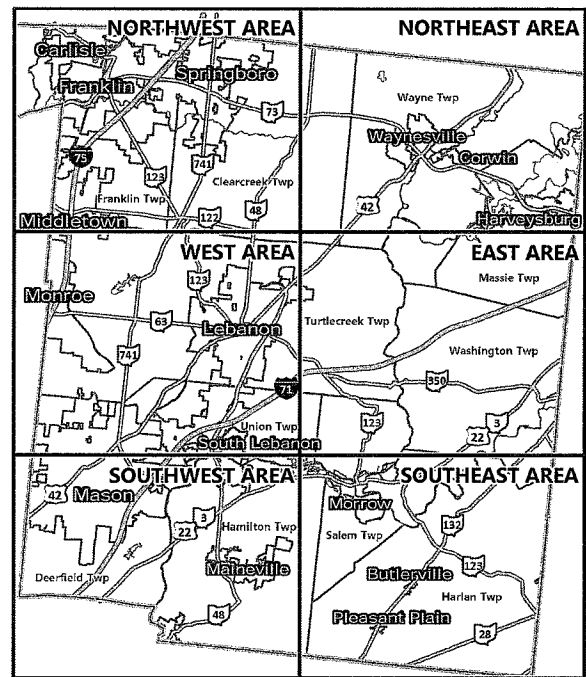




FIGURE 3.2

Functional Classifications:
Northwest Area

Legend

- COUNTY BOUNDARIES
 - POLITICAL SUBDIVISIONS
 - LOCAL SUBDIVISION STREETS
 - PARCELS
 - MUNICIPALITIES
 - TOWNSHIPS
- FUNCTIONAL CLASSIFICATIONS**
- Existing**
- Collector
 - Interstate
 - Local Road
 - Major Collector/Distributor
 - Primary Arterial
 - Primary Collector/Distributor
 - Secondary Arterial
 - Vacation
- Future**
- Collector
 - Interstate
 - Local Road
 - Major Collector/Distributor
 - Primary Arterial
 - Primary Collector/Distributor
 - Secondary Arterial
 - Vacation

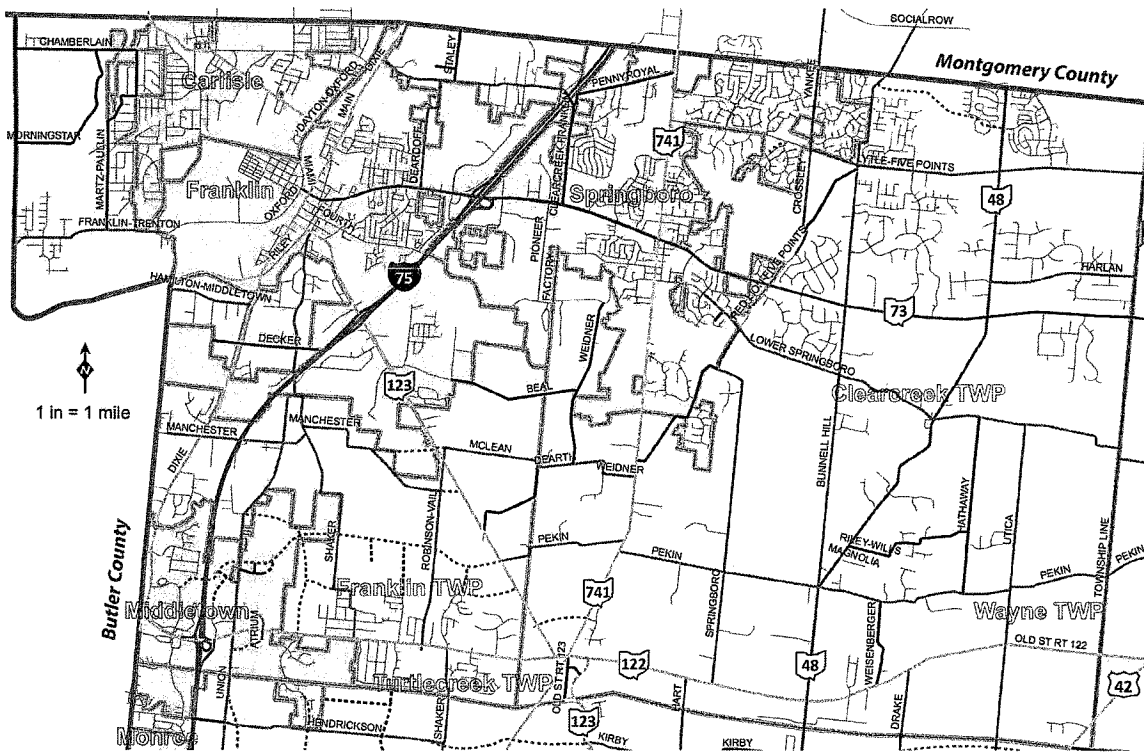




FIGURE 3.3

Functional Classifications:
Northeast Area

Legend

- COUNTY BOUNDARIES
- POLITICAL SUBDIVISIONS
- LOCAL SUBDIVISION STRE
- PARCELS
- MUNICIPALITIES
- TOWNSHIPS
- FUNCTIONAL CLASSIFICATIONS**
- Existing**
- Collector
- Interstate
- Local Road
- Major Collector/Distributor
- Primary Arterial
- Primary Collector/Distributor
- Secondary Arterial
- Vacation
- Future**
- Collector
- Interstate
- Local Road
- Major Collector/Distributor
- Primary Arterial
- Primary Collector/Distributor
- Secondary Arterial
- Vacation

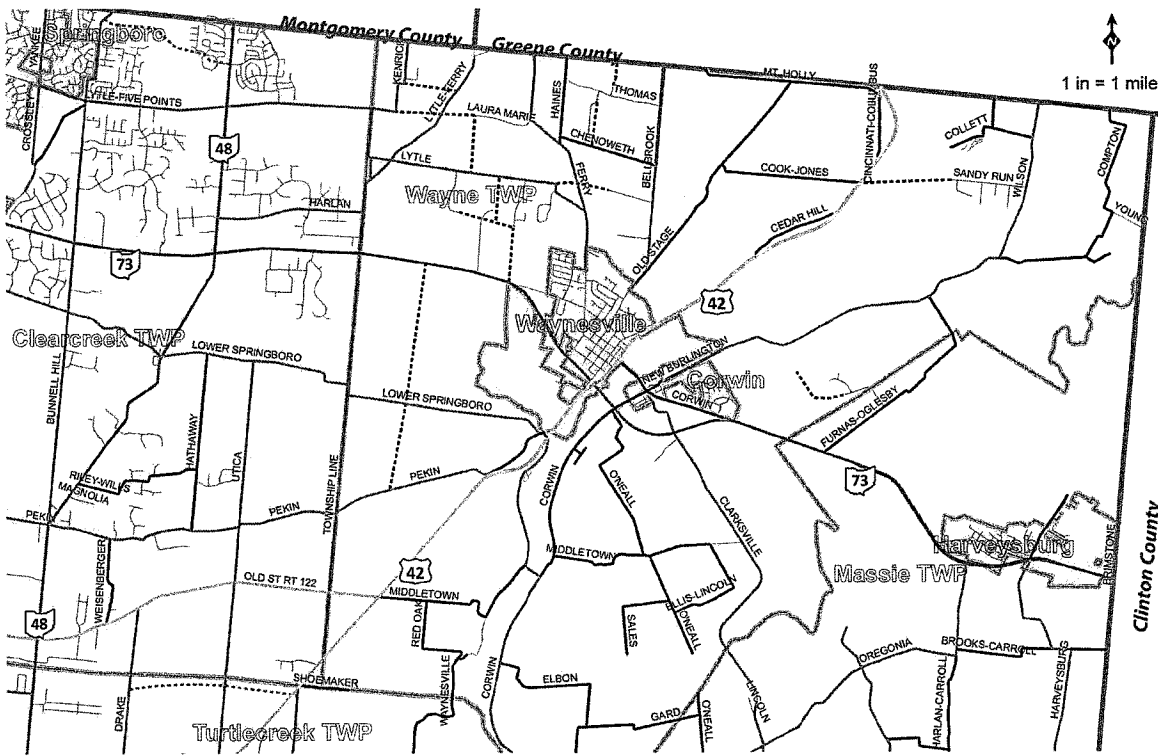




FIGURE 3.4

**Functional Classifications:
West Area**

Legend

- COUNTY BOUNDARIES
 - POLITICAL SUBDIVISIONS
 - LOCAL SUBDIVISION STREETS
 - PARCELS
 - MUNICIPALITIES
 - TOWNSHIPS
- FUNCTIONAL CLASSIFICATIONS**
- Existing**
- Collector
 - Interstate
 - Local Road
 - Major Collector/Distributor
 - Primary Arterial
 - Primary Collector/Distributor
 - Secondary Arterial
 - Vacation
- Future**
- Collector
 - Interstate
 - Local Road
 - Major Collector/Distributor
 - Primary Arterial
 - Primary Collector/Distributor
 - Secondary Arterial
 - Vacation

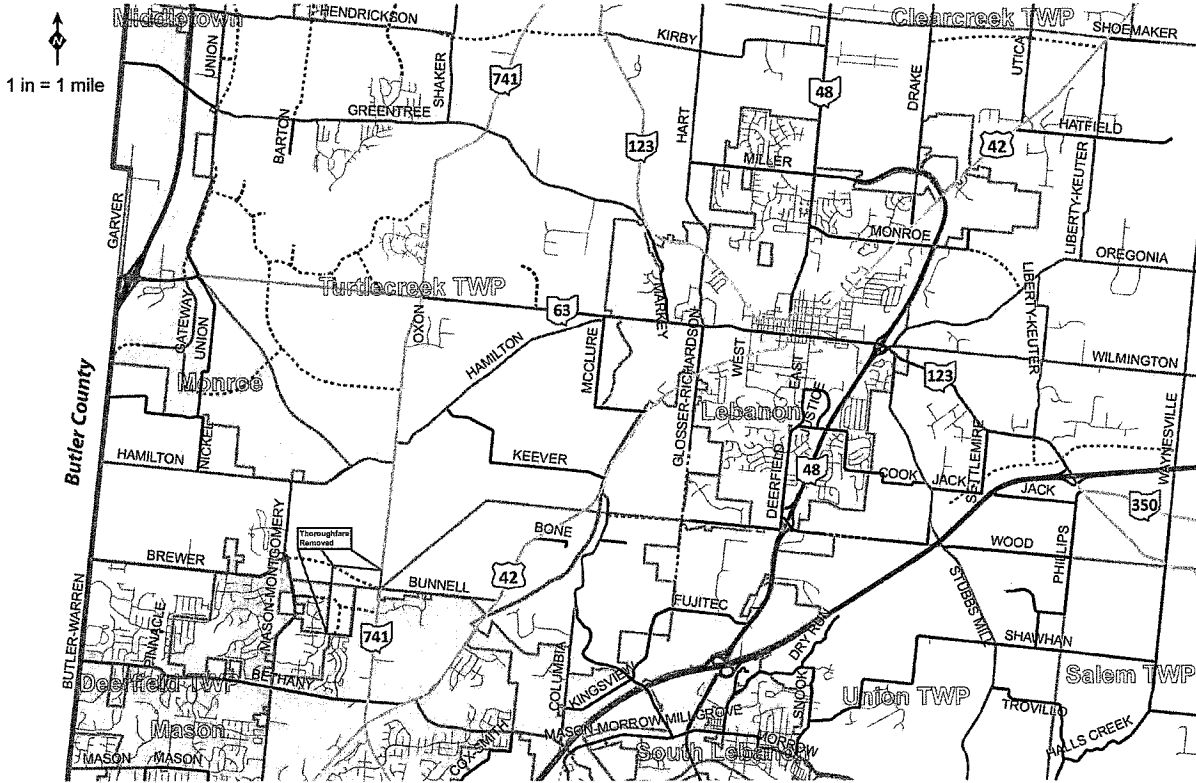




FIGURE 3.5

Functional Classifications:
East Area

Legend

- COUNTY BOUNDARIES
- POLITICAL SUBDIVISIONS
- PARCELS
- MUNICIPALITIES
- TOWNSHIPS

FUNCTIONAL CLASSIFICATIONS
Existing

- Collector
- Interstate
- Local Road
- Major Collector/Distributor
- Primary Arterial
- Primary Collector/Distributor
- Secondary Arterial
- Vacation

Future

- Collector
- Interstate
- Local Road
- Major Collector/Distributor
- Primary Arterial
- Primary Collector/Distributor
- Secondary Arterial
- Vacation

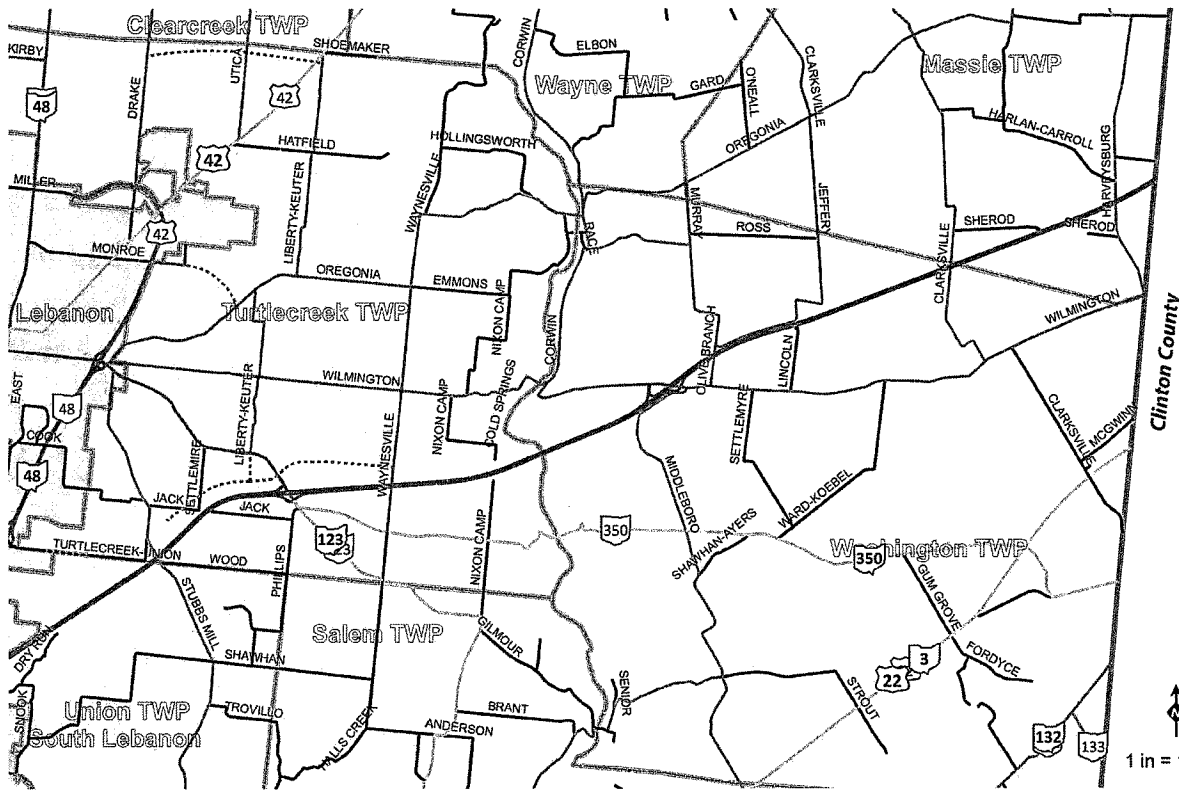
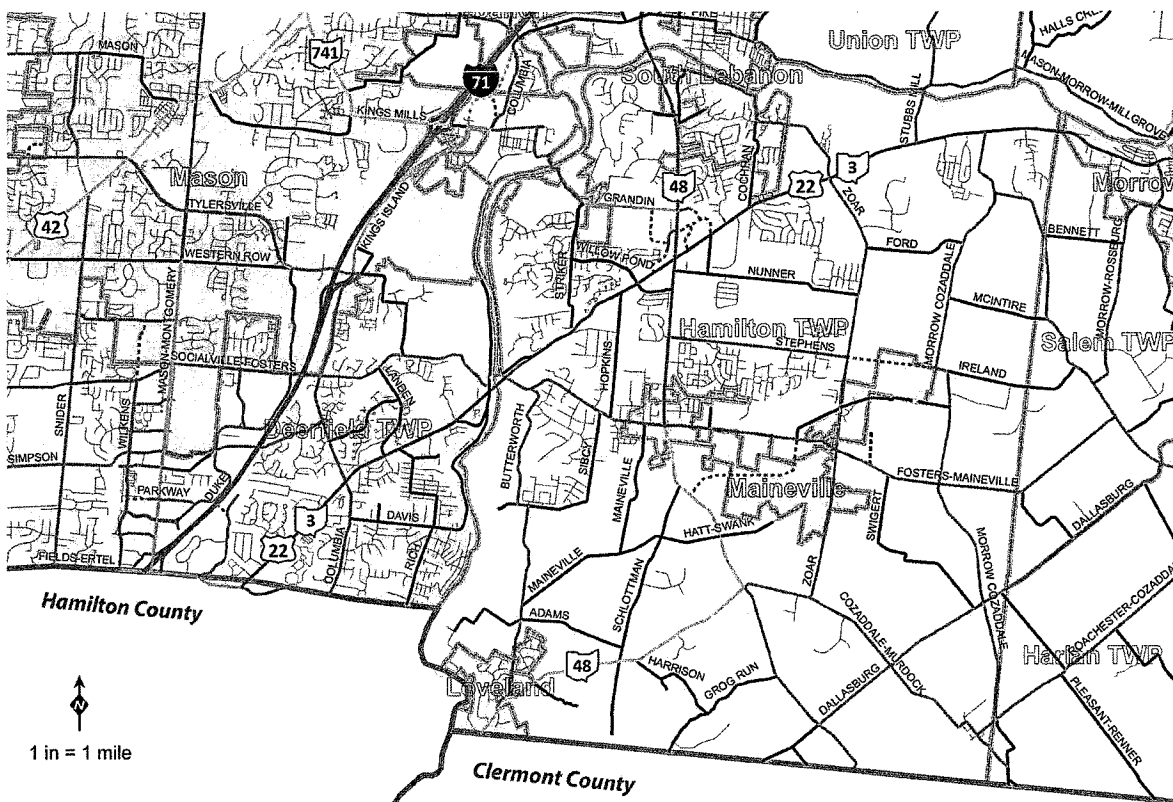


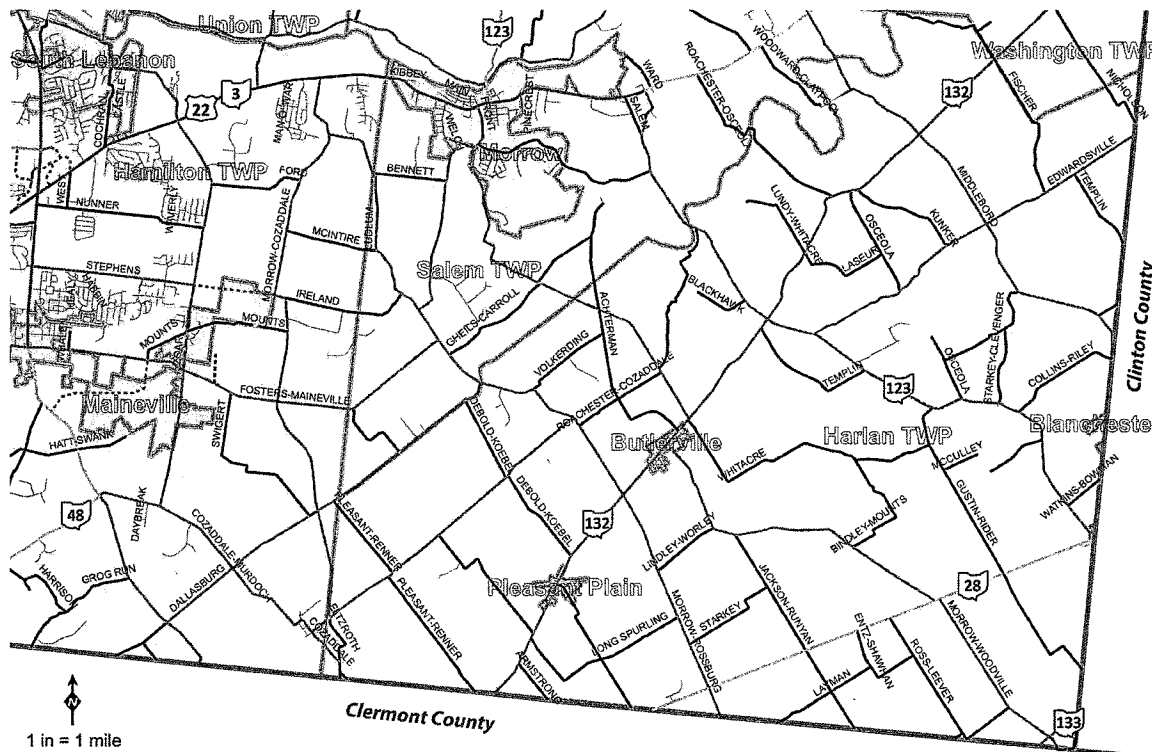


FIGURE 3.6

Functional Classifications:
Southwest Area
Legend

- COUNTY BOUNDARIES
 - POLITICAL SUBDIVISIONS
 - LOCAL SUBDIVISION STREETS
 - PARCELS
 - MUNICIPALITIES
 - TOWNSHIPS
- FUNCTIONAL CLASSIFICATIONS**
- Existing**
- Collector
 - Interstate
 - Local Road
 - Major Collector/Distributor
 - Primary Arterial
 - Primary Collector/Distributor
 - Secondary Arterial
 - Vacation
- Future**
- Collector
 - Interstate
 - Local Road
 - Major Collector/Distributor
 - Primary Arterial
 - Primary Collector/Distributor
 - Secondary Arterial
 - Vacation





1 in = 1 mile

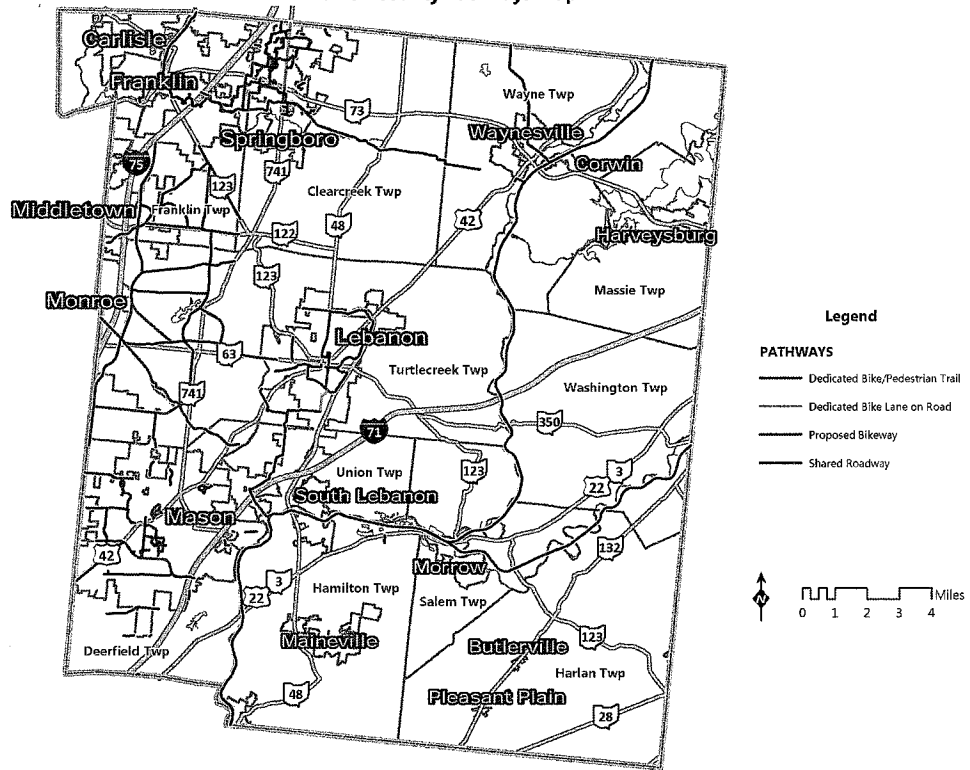
FIGURE 3.7
Roadway Classifications:
Southeast Area

Legend

- COUNTY BOUNDARIES
- POLITICAL SUBDIVISIONS
- LOCAL SUBDIVISION STREETS
- PARCELS
- MUNICIPALITIES
- TOWNSHIPS
- FUNCTIONAL CLASSIFICATIONS**
- Existing**
- Collector
- Interstate
- Local Road
- Major Collector/Distributor
- Primary Arterial
- Primary Collector/Distributor
- Secondary Arterial
- Vacation
- Future**
- Collector
- Interstate
- Local Road
- Major Collector/Distributor
- Primary Arterial
- Primary Collector/Distributor
- Secondary Arterial
- Vacation



FIGURE 3.8
Warren County Pathways Map





SECTION 4 Future Roadway Improvements/Extensions/Alterations

Future Roadway Improvements/Extensions/Alterations

The Thoroughfare Plan's future roadway improvements/extensions/alterations are comprised of the future roads represented by the lines labeled as "future" on the Thoroughfare Plan Functional Classification Maps previously shown in Section 3, and the improvements listed in this Section:

- **SR 63 Improvements** - Widen and improve SR 63 to five lanes (two travel lanes in each direction with a center turn-lane and/or median). These improvements should be designed to increase safety and reliability, reduce vehicle delay, manage access, and respond to growth in the years to come. Improvements should also be designed to be context-sensitive in relation to future development patterns and pedestrians. The objective is a safe, accessible, attractive, and unique corridor that encourages a culture of walking and biking.
- **New King Avenue Bridge** - Construct a new bridge crossing the Little Miami River that replaces the existing King Avenue Bridge. This is required to improve traffic safety; improve emergency service response times; and maintain good traffic-flow in response to planned growth within the area. The new bridge should be designed to correct major deficiencies including load-carrying capacity; deficient deck geometry; deficient alignment approaching the current bridge; and to improve access for truck-traffic. An underpass for the Little Miami River Trail will also be needed and bike lanes should be added to the bridge. These improvements will directly benefit residents through reduction in travel-times and improved access to employment opportunities, community services, community facilities, and daily needs.
- **Southwest Warren County Transportation Improvements** shown in Appendix B.

NORTHWEST

- **Collector Road** - Between SR 123 and SR 741 north of SR 122.
- **Collector Road** - SR 48 to Bunnel Hill Road
- **Collector Road** - Shaker Road to Robinson-Vail Road
- **Collector Road** - Hendrickson Road to Greentree Road
- **Bechtel Drive** - Extend to Hendrickson Road.
- **Hendrickson Road (Collector)** - Shaker Road to SR 123
- **Lynn Drive** - Extend to Magellan Way extension
- **Magellan Way** - Extend to Bechtel Drive extension
- **Manchester Road (Collector)** - Robinson Vail to SR 123
- **Robinson-Vail @ SR 123** - Cul-de-sac Robinson-Vail Road south of SR 123 in conjunction with an extension of Manchester Road to SR 123
- **Robinson-Vail Road** - Extend the road south of SR 122 to Franklin Hunter Park
- **Wilson Farm Boulevard (Collector)** - Wilson Farms Subdivision to SR 123

NORTHEAST

- **Kenrick Road (Collector)** - Lytle-Five Points to northern County border
- **Collector Road** - Drake Road to SR 42 south of Old SR 122 and align intersection to Shoemaker Road and Liberty-Keuter Road



WEST

- Collector Road - Drake Road to SR 42 south of Old SR 122 and align intersection to Shoemaker Road and Liberty-Keuter Road
- Future Improvements from Crossroads Plan - Area surrounding SR 63
- Future Improvement from the I-71/SR 123 Area Plan (this is in addition to what is shown on the Classification Maps in Section 3)

A new collector road providing access to the parcels in the northwest quadrant of the interchange. Said road will connect to the Future East-West Collector shown on the Functional Classification Map between SR 123 and Waynesville Road.
- Future Improvement from Gateway Plan - West Union Road (this describes what is shown on the Classification Maps in Section 3)

Re-route Union Road between SR 63 and north of Hendrickson Road as a Major Collector/Distributor, to the east of the existing Union Road. Vacate portions of the existing Union Road between Woodwind Court and Greentree Road, and north of Hendrickson Road. Downgrade portion of existing Union Road with fronting single-family lots as a Local Road. Construct a Local Road connector between this segment of Union Road and the future Union Road (Figure 4.1).
- Brewer Road (Collector) - Mason-Montgomery to SR 744
- Brewer Road/Mason Montgomery Road: Realignment of intersection
- Glosser-Richardson Road (Collector) - Extension south to Fujitec Drive
- Greentree Road (Major Collector/Distributor) - Union Road to SR 123
- Local Road - Greentree Meadows Drive to Rose Marie Road
- Monroe Road (Collector) - Existing terminus to Oregonia Road
- SR 63: (Primary Arterial) - Union Road to SR 741
- SR 741 Realignment (Secondary Arterial) - Near Otterbein
- Turtlecreek Union Road (Collector) - Between existing terminus west of Stubbs Mill Road to SR 48
- Turtlecreek-Union Road - Change to Collector
- Collector Road - Beginning at the northern terminus of Windmere Way, extending north to the Turtlecreek Township line, combined with an east-west collector street between Mason-Montgomery Road and SR 744, with an eastern terminus opposite Avalon Trail (in conformance with the Mason Thoroughfare Plan)

EAST

- Collector Road - Drake Road to SR 42 south of Old SR 122 and align intersection to Shoemaker Road and Liberty-Keuter Road

SOUTHWEST

- Collector Roads - Duke to Socialville-Fosters @ Innovation Way with second collector to Irwin-Simpson
- Collector Road - SR 48 to Fosters-Maineville Road
- Local Road - Stotler 1 Subdivision to Fosters-Maineville (Note 2)
- Bower Drive (Major Collector) - Mason Montgomery Road to Wilkens Road
- Fireside Drive - Extend road north of Tylersville Road to Thornberry Court
- Grandin Road (Collector) - SR 48 to US 22/SR 3 (See Hoptown 2010 plan)
- Hoptown Roadway Network (Collector Roads) - Between Grandin Road/Grandin Road extension and US 22/SR 3
- Merten Drive (Collector) - Mason Montgomery Road to Wilkens Road
- Terra Firma Drive (Collector) - Mason Montgomery Road to Wilkens Road
- Thornberry Court (Collector) - Mason Corp. to Tylersville Road
- Waterstone Boulevard (Enhanced Urban Collector) - Connection to Duke Blvd.
- Wilkens Blvd. (Major Collector/Distributor) - Socialville-Fosters Road to Mason Corp (Figure 4.2)

SOUTHEAST

- Stephens Road (Collector) - Zoar Road to Morrow-Cozaddale
- Mounts Road - Extend Mounts Road from Fosters-Maineville to SR 48

Notes:

1. Public improvements to re-align/re-profile Mason-Montgomery Road and Brewer Road necessary with the Brewer Road extension (Figure 4.3).
2. Potential for Development Assessment



FIGURE 4.1 - Union Road



FIGURE 4.2 - Wilkens Blvd

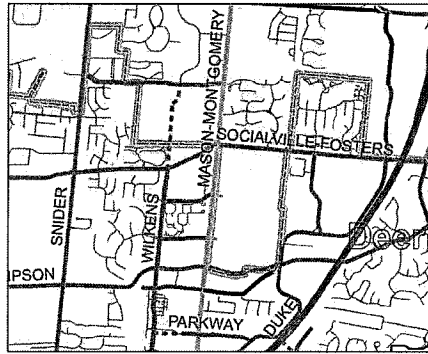


FIGURE 4.4 - Shoemaker Road/Liberty-Keuter

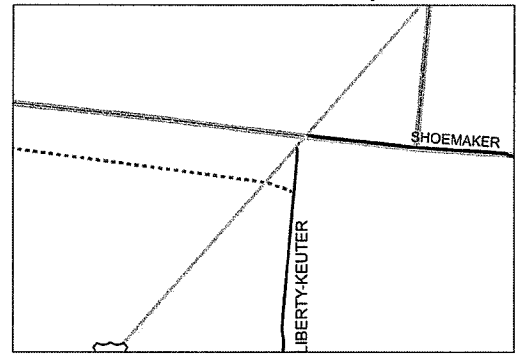
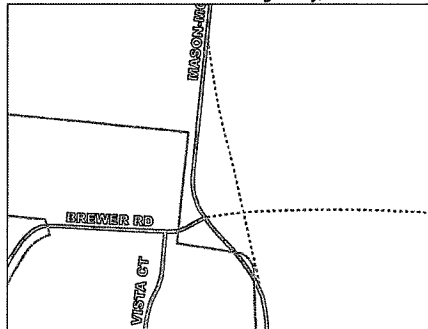
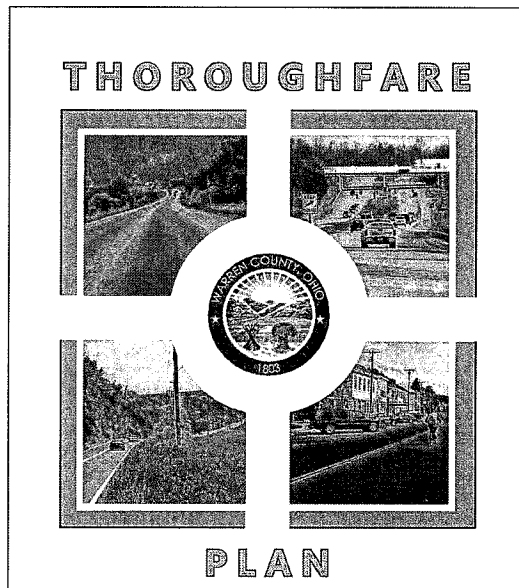


FIGURE 4.3 - Mason Montgomery/Brewer



Legend

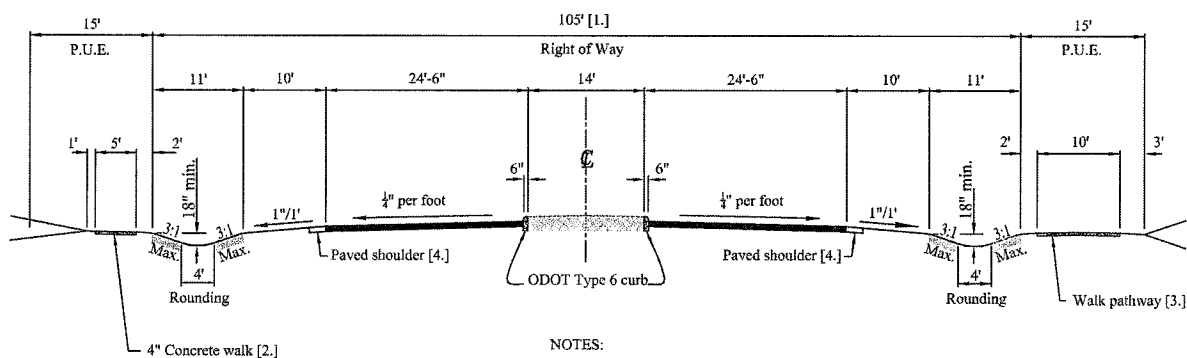
FUNCTIONAL CLASSIFICATIONS	
Existing	Future
— Collector	----- Collector
— Interstate	----- Interstate
— Local Road	----- Local Road
— Major Collector/Distributor	----- Major Collector/Distributor
— Primary Arterial	----- Primary Arterial
— Primary Collector/Distributor	----- Primary Collector/Distributor
----- Secondary Arterial	----- Secondary Arterial
..... Vacation Vacation



APPENDIX A
Typical Sections



FIGURE A.1
Typical Section, Primary Arterial - Rural



NOTES:

[1.] 120' Right of Way, 60' each side of centerline within 450' of roads classified as a Major Collector (Distributor & above.)

[2.] As per Subdivision Regulations.

[3.] As per Pathway Map/Subdivision Regulations.

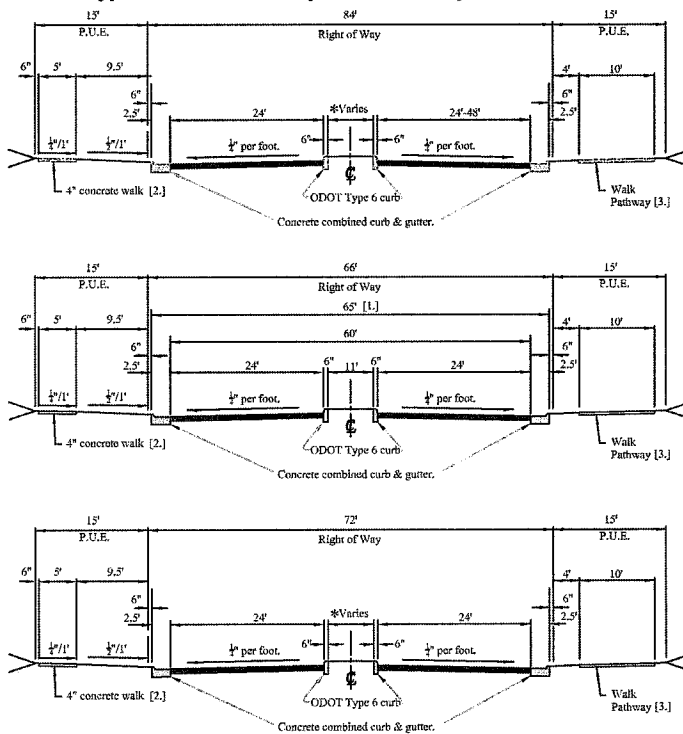
[4.] 2' wide paved shoulder on County Roads, per ODOT, on State Highways.

In accordance with a preliminary design by the Ohio Department of Transportation, the Right-of-Way width required on State Route 63 from Union Road to State Route 741 is on file at the Warren County Map Room, Survey Volume 148, Plat No. 58. The State/Federal design process will determine the typical section.





FIGURE A.2
Typical Section, Primary and Secondary Arterial - Urban



Typical Section

Secondary Arterial - Urban
Within 70' of Right of Way of roads classified
as Major Collectors/Distributors or above.
To accommodate tapers, 50 mph assumed.

Typical Section

Primary and Secondary Arterial - Urban

Typical Section

Primary and Secondary Arterial - Urban
Within 450' of Right of Way of roads
classified as Collectors.

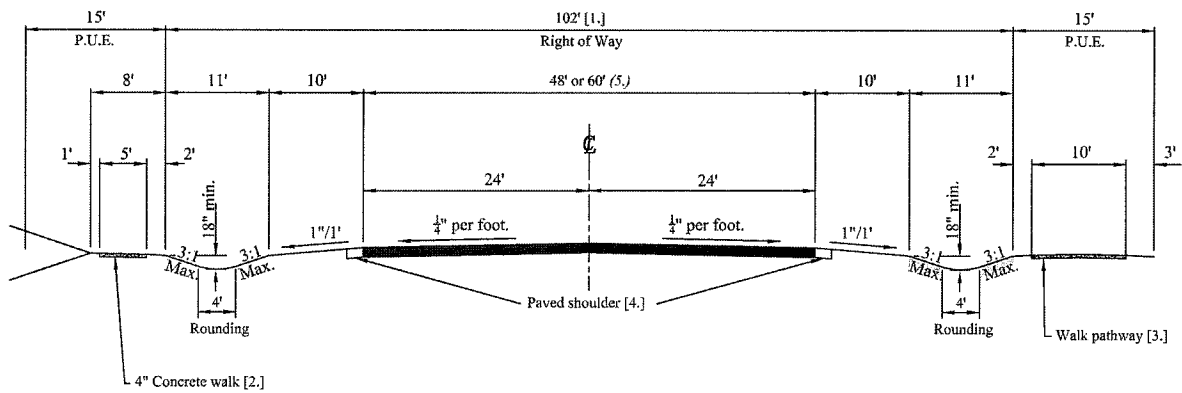
NOTES:

- [1.] Pavement width - back of curb, to back of curb.
- [2.] As per Subdivision Regulations.
- [3.] As per Pathway Map/Subdivision Regulations.





FIGURE A.3
Typical Section, Secondary Arterial - Rural



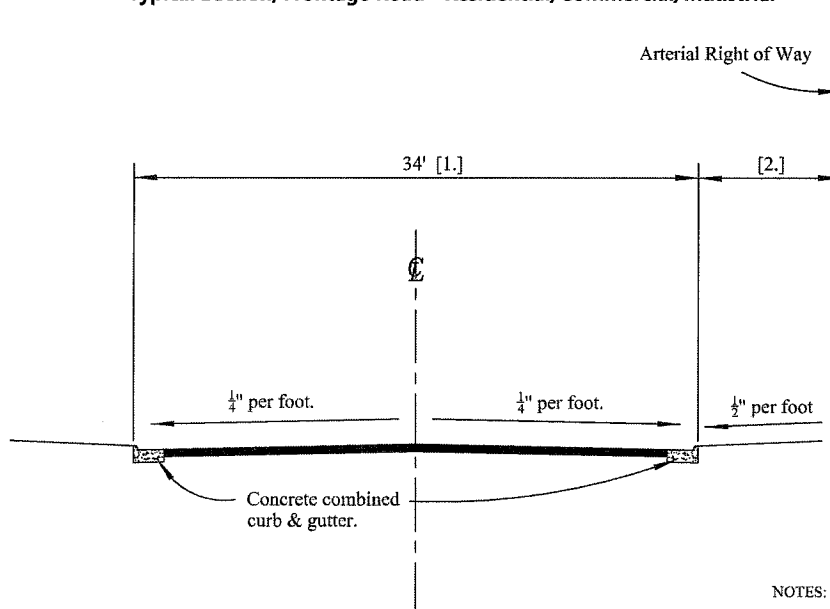
NOTES:

- [1.] 120' Right of Way, 60' each side of centerline within 450' of roads classified as a Major Collector (Distributor & above.)
- [2.] As per Subdivision Regulations.
- [3.] As per Pathway Map/Subdivision Regulations.
- [4.] 2' wide paved shoulder on County Roads, per ODOT, on State Highways.
- [5.] 12' left-turn lane, or dual left-turn lane, where required. (Not shown.)





FIGURE A.4
Typical Section, Frontage Road - Residential/Commercial/Industrial



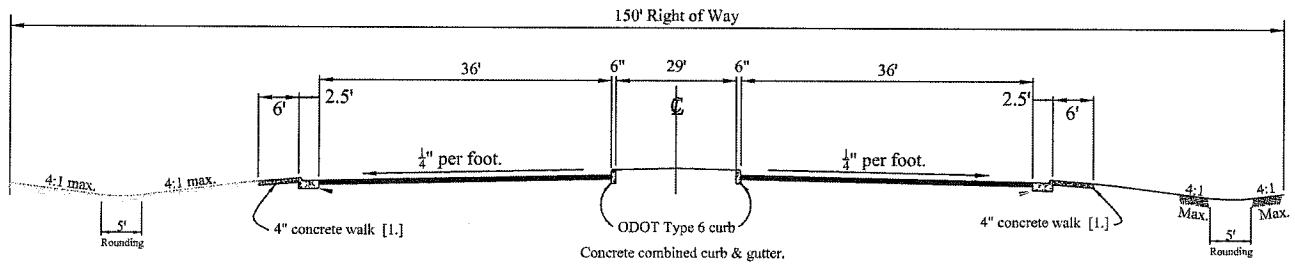
NOTES:

- [1.] Pavement width - back of curb, to back of curb.
- [2.] Greater of 35' min. from the edge of pavement, existing or future as determined by the County Engineer, or distance recommended in the approved traffic impact study, or 15' min. separation between the back of curb for the access road and the right-of-way for the public arterial.





FIGURE A.5
Typical Section, Primary Collector/Distributor



NOTES:

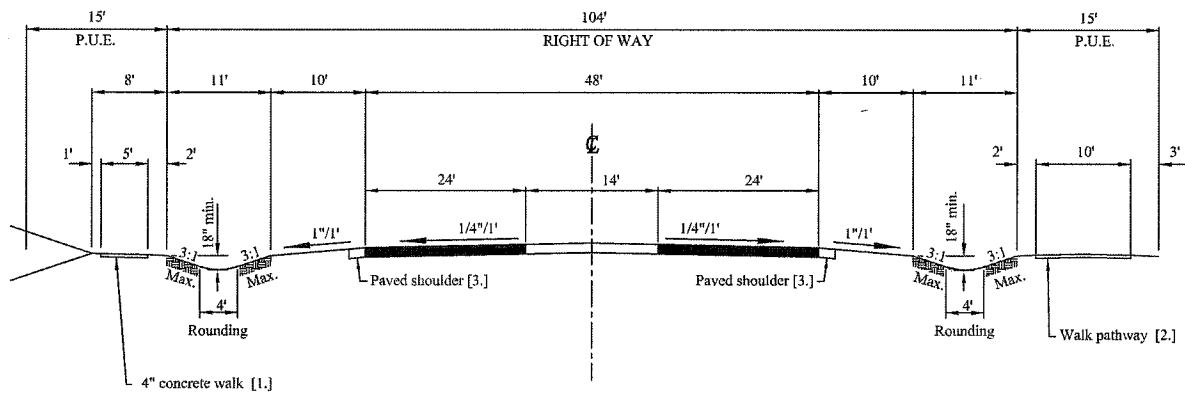
[1.] As per Pathway Map/Subdivision Regulations.

In accordance with a preliminary design by the Ohio Department of Transportation, the Right-of-Way width required on State Route 63 from Union Road to State Route 741 is on file at the Warren County Map Room, Survey Volume 148, Plat No. 58. The State/Federal design process will determine the typical section.





FIGURE A.6
Typical Section, Major Collector/Distributor - Rural



NOTES:

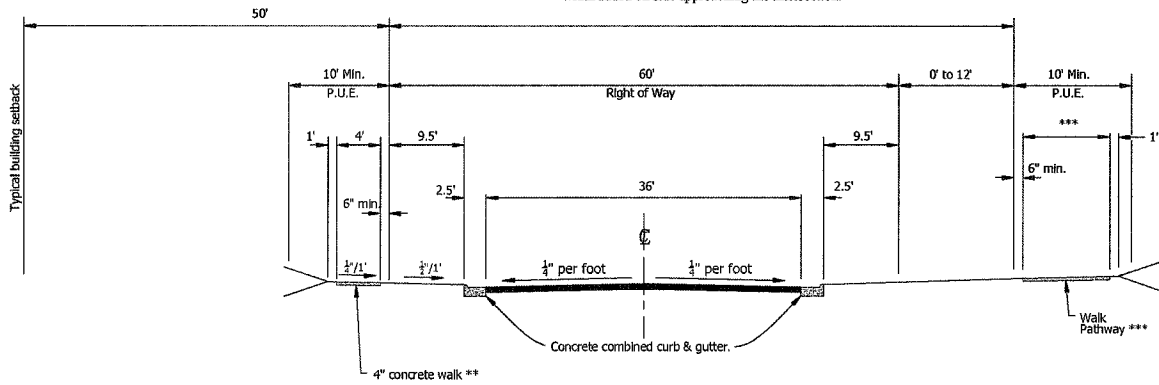
- [1.] As per Subdivision Regulations.
- [2.] As per Pathway Map/Subdivision Regulations.
- [3.] 2' wide paved shoulder on County Roads, per ODOT, on State Highways.





FIGURE A.7
Typical Section, Collector - Residential Urban

72' R/W within 300' of right of way for roads classified as Major Collector/Distributor or above, with the extra width added on side approaching the intersection.

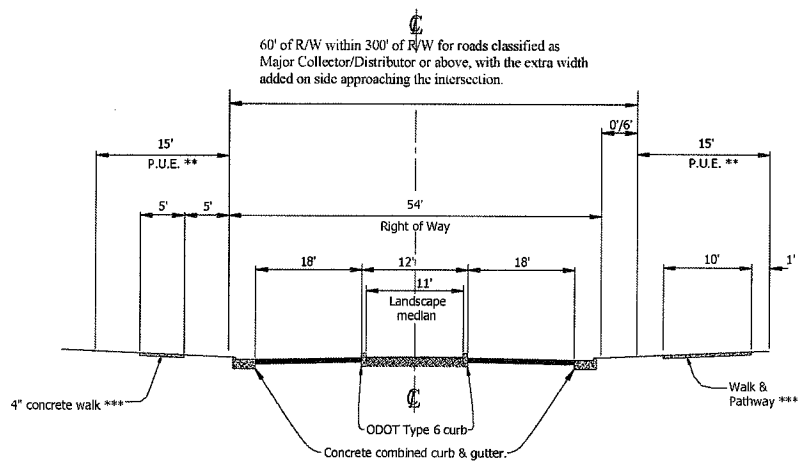


** As per Subdivision Regulations.

*** As per Pathway Map/Subdivision Regulations.
(if applicable, width & location TBD)



FIGURE A.8
Typical Section, Collector - Enhanced Urban

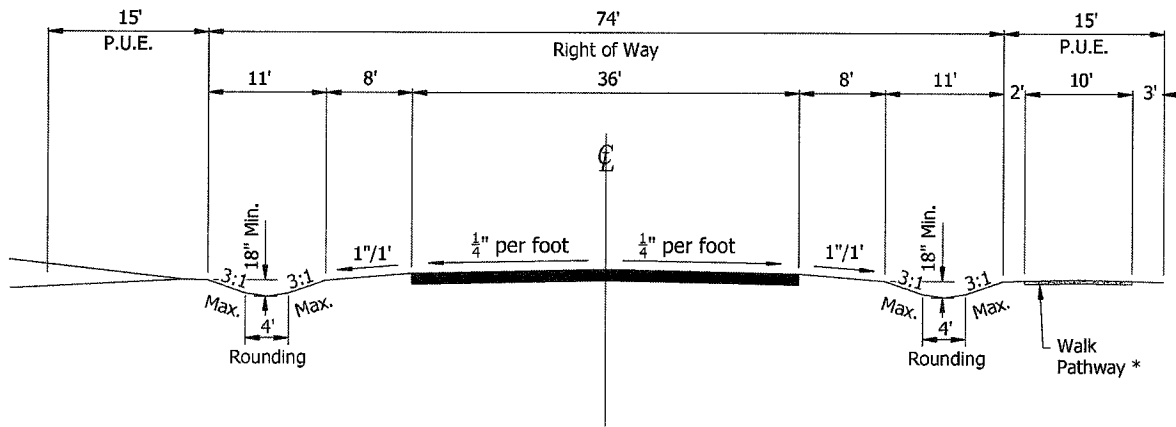


** Public Utility Easement begins 6" behind back of curb.

*** As per Pathway Map/Subdivision Regulations.



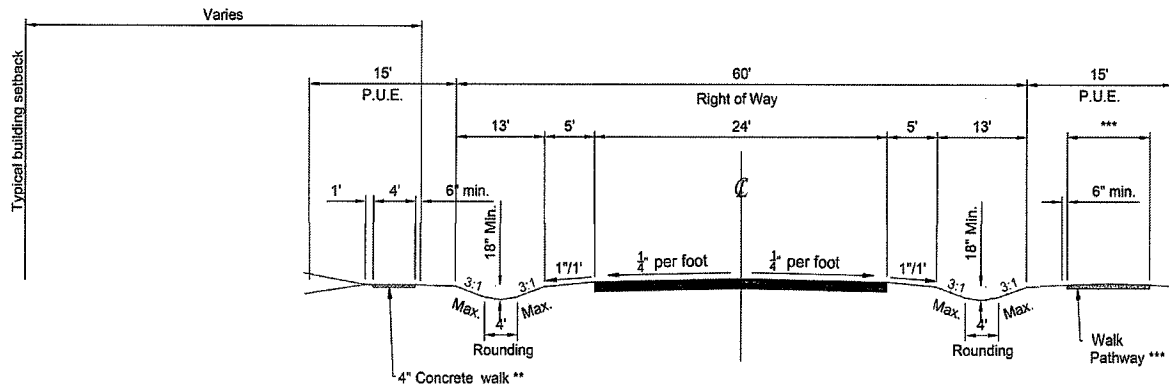
FIGURE A.10
Typical Section, Collector - Commercial/Industrial



* Or as Pathway Map/Subdivision Regulations



FIGURE A.12
Typical Section, Local Subdivision Street - Residential/Rural



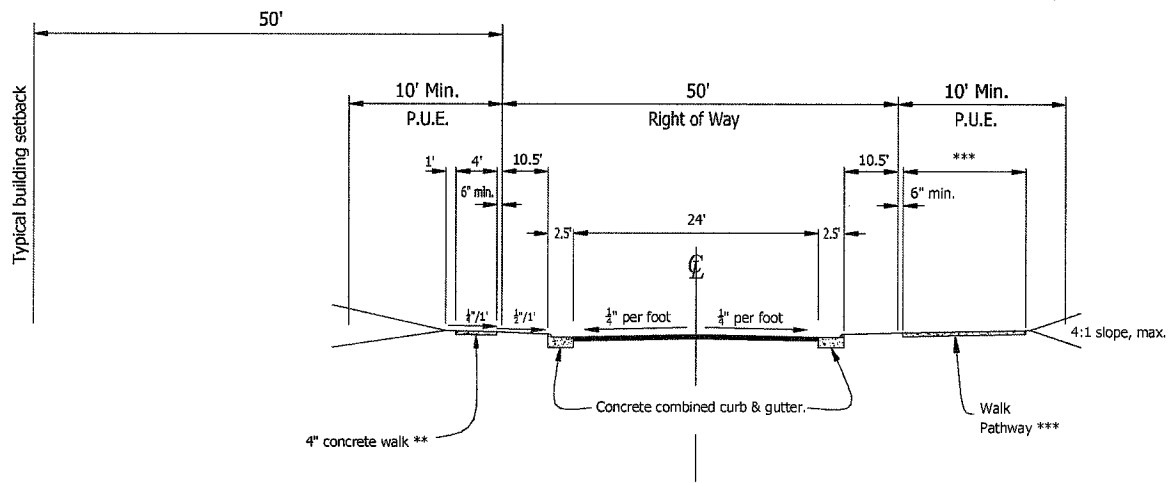
** As per Subdivision Regulations.

*** As per Pathway Map/Subdivision Regulations.
(if applicable, width & location TBD)





FIGURE A.13
Typical Section, Local Subdivision Street - Residential/Urban (Curb & Gutter)



** As per Subdivision Regulations.

*** As per Pathway Map/Subdivision Regulations.
(if applicable, width & location TBD)

APPENDIX B
Southwest Warren County Transportation Study

FIGURE B.1

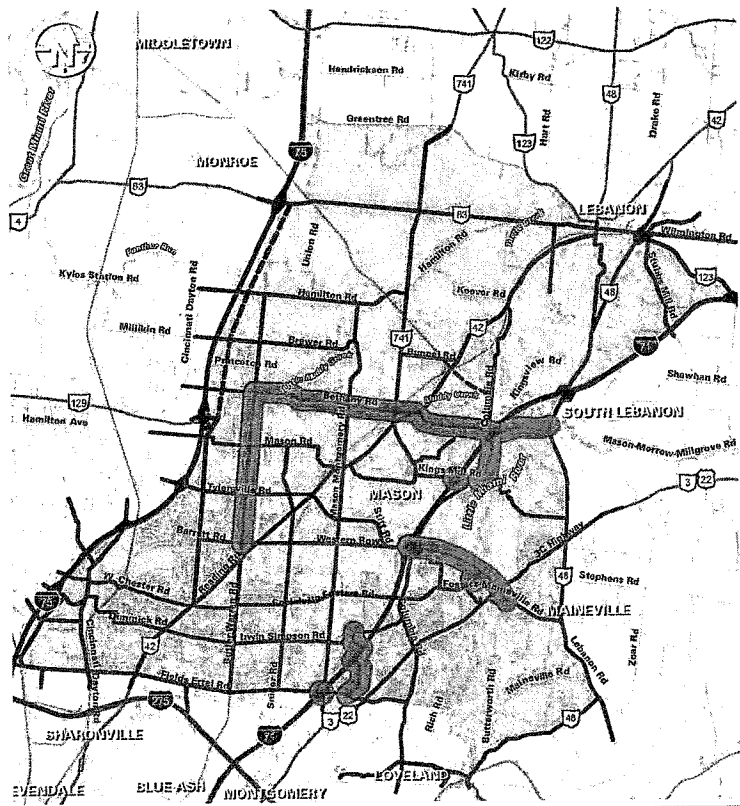


**Southwest Warren County
 Transportation Study**

High Priority Projects

High Priority : \$145.5 Million

- Fields Ertel/Mason Montgomery/I-71 Interchange Feasibility Study
- Bethany and Mason-Morrow-Millgrove Roads Improvements
- Waterstone Connector
- Upgrade Western Row Road Interchange to a Full Interchange
- Western Row Road Extension (includes LMR Crossing)
- Upgrade SR 741 Interchange
- Widen Columbia Road between Kings Mill and Mason-Morrow-Millgrove Roads
- Widen Butler Warren Road between Barrett and Bethany Roads



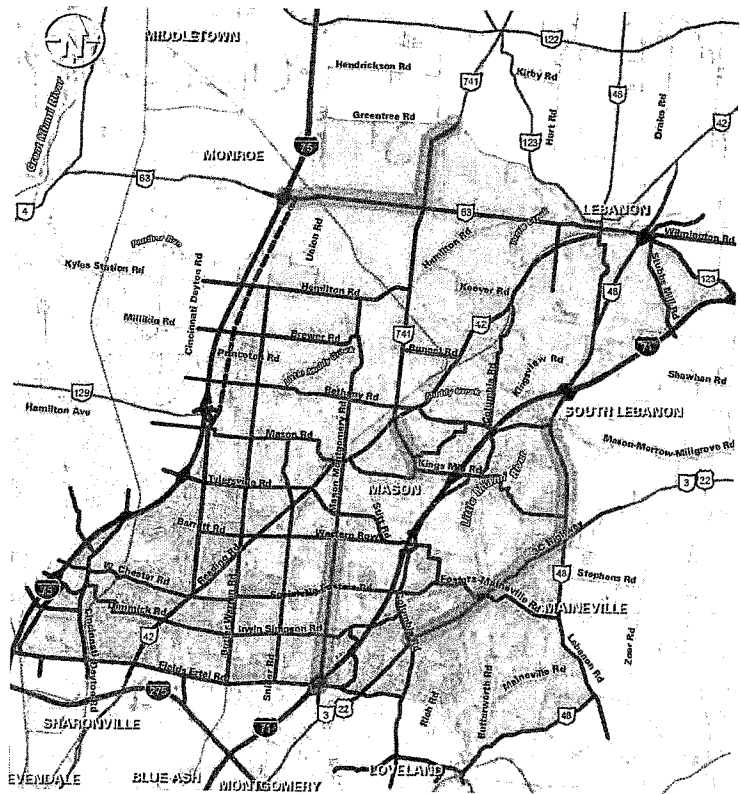
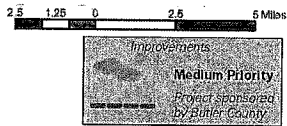
APPENDIX B
Southwest Warren County Transportation Study

FIGURE B.2

**Southwest Warren County
 Transportation Study**
Medium Priority Projects

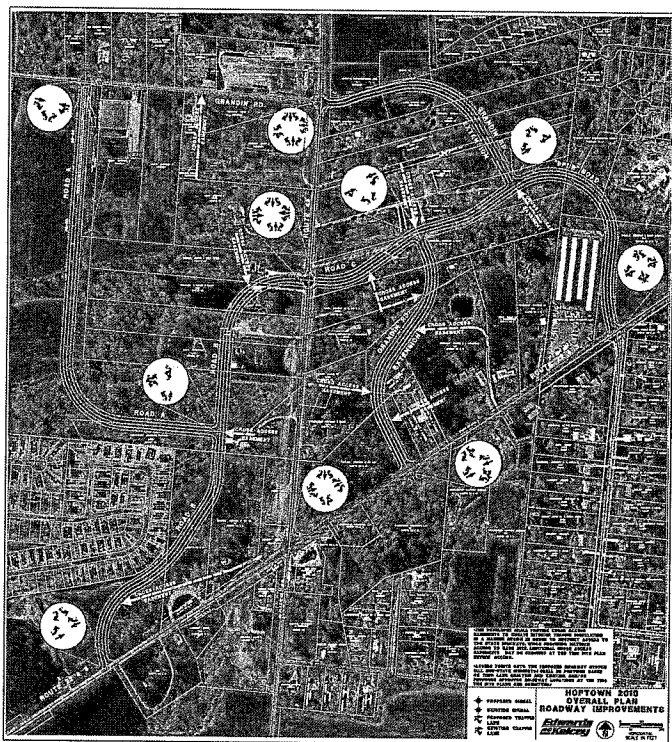
Medium Priority : \$107.8 Million

- Widen US 22 between Columbia Road and SR 48 (includes bridge)
- Widen Mason Montgomery Road between Fields Ertel and Western Row Roads
- Widen SR 63 between I-75 and SR 741
- Widen SR 48 between US 22 and Mason-Morrow-Millgrove Road (includes bridge)
- Widen SR 741 between US 42 and Kings Mill Road
- Relocate and widen SR 741 between SR 63 and Greentree Road
- Bikeway Facilities





APPENDIX C
Hopkinsville 2010 Access Management Plan



APPENDIX D
1996 Task Force Members

Warren County

- | | |
|--|---|
| Craig Pendleton - Warren County Engineer | Ed Wade - Clearcreek Township |
| Neil Tunison - Warren County Engineer's Office | Bob Carter - Deerfield Township |
| Jerry Stiles - Warren County Engineer's Office | Hazel Dotson - Deerfield Township |
| Pat Manger - Warren County Engineer's Office | Char Peach - Lebanon Chamber of Commerce |
| Kurt Weber - Warren County Engineer's Office | Judy Daley - Citizen at Large |
| Jeff Pendleton - Warren County Engineer's Office | Mike Morris - ODOT |
| Brion Rhoades - Warren County Engineer's Office | Hans Jindal - ODOT |
| Bob Craig - WCRPC | Doug Hammon - OKI |
| | Bob Garlock - Warren County Home Builders Association |

Consulting Team

- Lloyd Wallace - Woolpert
- Daniel Boron - Woolpert



APPENDIX E
Past Records: Prior Thoroughfare Plan
Amendments/Resolutions

RESOLUTION No. 8-96

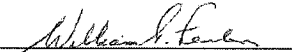
UPDATED WARREN COUNTY OFFICIAL THOROUGHFARE PLAN

WHEREAS, as a statutory requirement for reviewing plats of subdivisions, the Warren County Regional Planning Commission has adopted a plan for major streets or highways of Warren County known as the Warren County Official Thoroughfare Plan; and

WHEREAS, Ohio Revised Code, Section 711.10 requires a public hearing as a prerequisite to adoption or amendment of such plan; and

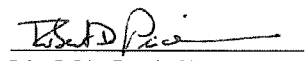
WHEREAS, public hearings were held by the Warren County Regional Planning Commission on April 9, 1996, May 7, 1996, and July 9, 1996, to update the Warren County Official Thoroughfare Plan; and

NOW THEREFORE BE IT RESOLVED, that the Warren County Regional Planning Commission adopts the updated Warren County Official Thoroughfare Plan.



William G. Fenlon
Warren County Regional Planning Commission

ATTEST:



Robert D. Price, Executive Director
Warren County Regional Planning Commission

Date: July 9, 1996



2003 AMENDMENT:

A. Extension of Relocated Irwin-Simpson Road, west of Wilkens Boulevard to existing Irwin-Simpson Road.

This extension is classified as an Enhanced Urban Collector (Figure #4.91) and will be designed for a 35 MPH speed limit utilizing ODOT Location and Design Manual Volume 2. This extension will tie back into existing Irwin-Simpson Road allowing for an additional east/west route for the County's Highway System for the southwest portion of the County. The enhancement portion of the project is to provide traffic calming as the westbound traveling public exits commercial land use and enters residential land use.

B. Grandin Road/SR 48/US 22/SR 3 Grid System

Grandin Road – West of SR 48 – existing Grandin Road from Striker Road to SR 48 is reclassified as a Collector – Commercial / Industrial (Figure 4.11).

Grandin Road Extension – East of SR 48 – Grandin Road will be extended and classified as a Collector – Residential Urban (Figure 4.9).

An Additional Connector North/South – Collector-Residential Urban (Figure 4.9) running between Grandin Road and US Route 22/3, beginning at Grandin Road 1,500 feet west of SR 48 and ending 1,200 feet west of SR 48 at US Route 22/3.

An Additional Collector East/West – Residential Urban (Figure 4.9) road connecting the Grandin Road Extension (east of SR 48) and the Additional Connector North/South road will also occur. The Collector will intersect SR 48 around the midpoint between Grandin Road and US Route 22/3.

This grid system of roadways is an attempt to provide access management for the property that lies adjacent to the State Routes.

C. Dearth Road (aka Shaker Road Extension) between SR 122 and SR 123

This roadway is classified as Collector – Residential Urban (Figure #4.9) and will be designed for a 35 MPH speed limit utilizing ODOT Location and Design Manual Volume 2. This road will begin to the south opposite of existing Shaker Road at SR 122 and extend north/east and connecting with SR 123 in the Dearth Road vicinity for an additional north/south route for the County's Highway System for the northwest portion of the County. (Revised with the April 2007 update.)

Bike Path in Compliance with Miami to Miami Connection Feasibility Study.

This project, completed October 31, 2002, involved a multi-county coalition of public private and non-profit agencies. The existing thoroughfare plan simply shows one bike path route. The Miami to Miami feasibility study appropriately proposes a network of pathways that we can ensure be constructed at developer expense if included in the thoroughfare plan.

RESOLUTION No. 3-03
ADOPTING CERTAIN AMENDMENTS TO THE
WARREN COUNTY OFFICIAL THOROUGHFARE PLAN

WHEREAS, according to Section 713.23 of the Ohio Revised Code (ORC), a regional planning commission may make studies, maps, plans, recommendations and reports concerning the physical environment, social, economic and governmental characteristics, functions, services and other aspects of the region; and

WHEREAS, a Warren County Official Thoroughfare Plan has existed since July 17, 1956, per Warren County Resolution 40-591; and

WHEREAS, the functions of a Thoroughfare Plan are to:

Designate a network of thoroughfares to carry both current levels of traffic and anticipated increases that will be generated by growth and development in the County; and

Organize vehicular traffic by function in order to minimize conflict and assure that traffic will be carried on adequately designated thoroughfares; and

Assure that adequate land for rights-of-way are provided for future corridor development; and

Integrate planning for the County circulation system with the larger regional transportation system; and

WHEREAS, the Warren County Regional Planning Commission (RPC), working in conjunction with the Warren County Engineer, Woolpert Consultants and a Task Force consisting of public and private interests, developed a major Warren County Official Thoroughfare Plan update, hosting County-wide public forums on November 15, 16 and 17, 1995, as well as a duly advertised public hearing opened on April 9, 1996, being continued to May 7, 1996 and July, 9, 1996, being adopted on that date; and

WHEREAS, the Warren County Engineer has indicated that certain amendments to the Warren County Official Thoroughfare Plan are desirable at this time:



Resolution 3-03 (Page 2)

1. Functional Classification Map (Figure #4.1), including:

- a. Extension of Relocated Irwin-Simpson Road, between proposed Wilkens Boulevard (aka Wildcat Drive) and existing Irwin-Simpson Road, in Deerfield Township, classified as an Enhanced Urban Class Collector (Figure #4.91), with a 54 foot right-of-way width, projected as a short range (0-5 year) improvement need; and
- b. Extension of Grandin Road, between State Route 48 and U.S. Route 22-3, in Hamilton Township, classified as an Urban Class Residential Collector (Figure #4.9), with a 42 foot right-of-way width, projected as a short range (0-5 year) improvement need; and

An additional north-south Residential Urban Class Collector road, approximately 1,200 feet west of State Route 48, between Grandin Road and U.S. Route 22-3, as well as an east-west road (same classification), between existing Grandin Road and U.S. Route 22-3, with an intersection location along State Route 48, subject to Ohio Department of Transportation (ODOT) approval; and

Access management will be needed throughout this proposed street grid; and

- c. Extension of Shaker/Dearth Road, between State Routes 122 and 123, in Franklin Township, classified as an Urban Class Residential Collector (Figure #4.9), with a 42 foot right-of-way width, projected as a long range (11-20 year) improvement need; and (Revised April 2007)
- 2. Warren County Bikeway Map (Figure #4.2), in conformance with the Miami to Miami Connection Feasibility Study (October, 2002) and the City of Mason Bicycle and Pedestrian Way Master Plan (August, 2001); and
- 3. Typical Street Sections (Figures #4.2 through 4.14), as applicable, in conformance with the above; and

WHEREAS, the RPC Chairman directed on February 11, 2003 that a Special RPC Meeting, per Article V (Meetings) of the Resolution of Cooperation of the Warren County Regional Planning Commission (aka RPC Bylaws), be called on March 11, 2003, directing that all appropriate arrangements be made, including notification and advertising; and

WHEREAS, the RPC members were mailed a notice of the Special RPC Meeting on February 12, 2003, with a Legal Notice of a Public Hearing being duly published in the newspaper of general circulation on February 27, 2003 and March 6, 2003; and

Resolution 3-03 (Page 3)

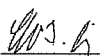
WHEREAS, public comments have been received and duly considered on this date; and

NOW THEREFORE BE IT RESOLVED, that the Warren County Regional Planning Commission hereby adopts the above amendments to the Warren County Official Thoroughfare Plan, subject also to the following stipulations:

- 1. Alignments shown on the Functional Classification Map (Figure #4.1) are schematic, with the actual alignments to be determined during the review of development proposals; and
- 2. References to "Bikeway" Map shall be changed to "Pathway" in Figure #4.17 and on all Typical Street Sections, as applicable; a proposed separated path shall be shown along Tylersville Road in Figure #4.17; and American Association of State Highway and Transportation Officials (AASHTO) guidelines shall apply to pathways; and
- 3. The Warren County Engineer shall appropriately amend and distribute the Thoroughfare Plan text and exhibits.


 Richard Renneker, Chairman
 Warren County Regional Planning Commission

ATTEST:


 Robert T. Craig, AICP, Executive Director
 Warren County Regional Planning Commission

Date: March 11, 2003

L./rtc/T-Plan.Resol.March03



RESOLUTION No. 3-04
ADOPTING CERTAIN AMENDMENTS TO THE
WARREN COUNTY OFFICIAL THOROUGHFARE PLAN

WHEREAS, according to Section 713.23 of the Ohio Revised Code (ORC), a regional planning commission may make studies, maps, plans, recommendations and reports concerning the physical environment, social, economic and governmental characteristics, functions, services and other aspects of the region; and

WHEREAS, a Warren County Official Thoroughfare Plan has existed since July 17, 1956, per Warren County Resolution 40-591; and

WHEREAS, the functions of a Thoroughfare Plan are to:

Designate a network of thoroughfares to carry both current levels of traffic and anticipated increases that will be generated by growth and development in the County; and

Organize vehicular traffic by function in order to minimize conflict and assure that traffic will be carried on adequately designated thoroughfares; and

Assure that adequate land for rights-of-way are provided for future corridor development; and

Integrate planning for the County circulation system with the larger regional transportation system; and

WHEREAS, the Warren County Regional Planning Commission (RPC), working in conjunction with the Warren County Engineer, Woolpert Consultants and a Task Force consisting of public and private interests, developed a Warren County Official Thoroughfare Plan update, hosting County-wide public forums on November 15, 16 and 17, 1995, as well as a duly advertised public hearing opened on April 9, 1996, being continued to May 7, 1996 and July 9, 1996, being adopted on that date; and

WHEREAS, certain amendments to the Warren County Official Thoroughfare Plan were adopted in March, 2003, per Resolution 3-03, including the following in the Hopkinsville, Hamilton Township area:

Resolution No. 3-04 (Page 2)

Extension of Grandin Road, between State Route 48 and U.S. Route 22-3, in Hamilton Township, classified as an Urban Class Residential Collector (Figure #4.9) with a 42 foot right-of-way width, projected as a short range (0-5 year) improvement need; and

An additional north-south Residential Urban Class Collector road, approximately 1,200 feet west of State Route 48, between Grandin Road and U.S. Route 22-3, as well as an east-west road (same classification), between existing Grandin Road and U.S. Route 22-3, with an intersection location along State Route 48 subject to Ohio Department of Transportation (ODOT) approval; and

Access management will be needed throughout this proposed street grid; and

WHEREAS, additional refinements of the above Hopkinsville area amendments have been undertaken by the Warren County Engineer, in conjunction with the RPC staff, Hamilton Township Trustees, Ohio Department of Transportation and local property owners, aided by the firm of Edwards and Kelcey; and

WHEREAS, public meetings regarding said refinements, to be called the Hopkinsville 2010 Access Management Plan (see attached exhibit), have taken place on December 15, 2003, January 30, 2004 and March 17, 2004; and

WHEREAS, a legal notice regarding a public hearing on this date to adopt said Hopkinsville 2010 Access Management Plan was published in the newspaper of general circulation on April 1, 2004 and April 8, 2004; and

WHEREAS, public comments have been received and duly considered on this date; and

NOW THEREFORE BE IT RESOLVED, that the Warren County Regional Planning Commission hereby adopts the above amendments to the Warren County Official Thoroughfare Plan, subject also to the following conditions of approval being placed on future preliminary plats within the study area:



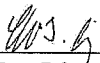
Resolution No. 3-04 (Page 3)

1. Dedication of public rights-of-way and public utility easements per the Hopkinsville 2010 Access Management Plan adopted alignment.
2. Line, grade and typical plans for the Road B portion of the Hopkinsville 2010 Access Management Plan shall be developed. The developer shall pay for a portion of the costs of the line, grade, and typical plans for Road B based upon a straight line mileage percentage.



 James Lukas, Chairman
 Warren County Regional Planning Commission

ATTEST:



 Robert T. Craig, AICP, Executive Director
 Warren County Regional Planning Commission

Date: April 13, 2004

L:/tc/T-Plan.Resol.Apr04

RESOLUTION No. 1-06
 ADOPTING CERTAIN AMENDMENTS TO THE
WARREN COUNTY OFFICIAL THOROUGHFARE PLAN

WHEREAS, according to Section 713.23 of the Ohio Revised Code (ORC), a regional planning commission may make studies, maps, plans, recommendations and reports concerning the physical environment, social, economic and governmental characteristics, functions, services and other aspects of the region; and

WHEREAS, a Warren County Official Thoroughfare Plan has existed since July 17, 1956, per Warren County Resolution 40-591; and

WHEREAS, the functions of a Thoroughfare Plan are to:

Designate a network of thoroughfares to carry both current levels of traffic and anticipated increases that will be generated by growth and development in the County; and

Organize vehicular traffic by function in order to minimize conflict and assure that traffic will be carried on adequately designated thoroughfares; and

Assure that adequate land for rights-of-way are provided for future corridor development; and

Integrate planning for the County circulation system with the larger regional transportation system; and

WHEREAS, the Warren County Regional Planning Commission (RPC), working in conjunction with the Warren County Engineer, Woolbert Consultants and a Task Force consisting of public and private interests, developed a major Warren County Official Thoroughfare Plan update, hosting County-wide public forums on November 15, 16 and 17, 1995, as well as a duly advertised public hearing opened on April 9, 1996, being continued to May 7, 1996 and July, 9, 1996, being adopted on that date; and

WHEREAS, subsequently, additional refinements to the Warren County Official Thoroughfare Plan were adopted as amendments in March, 2003 (Resolution 3-03) and in April, 2004 (Resolution 3-04); and

WHEREAS, additional amendments are currently proposed by the Warren County Engineer, as follows (also see attached) :



Resolution 1-06 (Page 2)

1. Add roads in northern Deerfield Township, as follows:
 - A collector street, beginning at Bethany Road opposite Melampy Creek Lane, extending north to a point even with Isleworth Lane (Crooked Tree Meadows) and Palmetto Court (Cherry Brook), combined with an east-west local class street connecting same; and
 - A collector street, beginning at the northern terminus of Windmere Way, extending north to the Turtlecreek Township line, combined with an east-west collector street between Mason-Montgomery Road and State Route 741, with an eastern terminus opposite Avalon Trail (in conformance with the Mason Thoroughfare Plan).
2. Amendment of Typical Sections (Figures 4.2 through 4.14), increasing the widths of public rights-of-way in proximity to intersections to accommodate necessary turn lanes for moderate to high-volume thoroughfares and increasing the standard right-of-way width for roads classified as Secondary Arterial-Rural from 90 feet to 102 feet.
3. Proposed amendments to Functional Classifications, as follows:
 - The "Major Collector/Distributor" classification is to be changed to "Primary Collector/Distributor", with no changes in the required 150 foot wide right-of-way;
 - Addition of a new "Major Collector/Distributor" classification, with a 104 foot right-of-way; and
 - Addition of a new "Collector-Enhanced" classification, with a right-of-way width of 74 feet (rural class); and

WHEREAS, legal notice (see attached) regarding a public hearing on this date to adopt the above Thoroughfare Plan amendments was published in the newspaper of general circulation on December 22 and 29, 2005; and

WHEREAS, public comments have been received and duly considered on this date; and


NOW THEREFORE BE IT RESOLVED, that the Warren County Regional Planning Commission hereby adopts the above amendments to the Warren County Official Thoroughfare Plan.



 James Lukas, Chairman
 Warren County Regional Planning Commission

Resolution 1-06 (Page 3)

ATTEST:



 Robert T. Craft, AICP, Executive Director
 Warren County Regional Planning Commission

Date: January 10, 2006



RESOLUTION No. 5-06
ADOPTING CERTAIN AMENDMENTS TO THE
WARREN COUNTY OFFICIAL THOROUGHFARE PLAN

WHEREAS, according to Section 713.23 of the Ohio Revised Code (ORC), a regional planning commission may make studies, maps, plans, recommendations and reports concerning the physical environment, social, economic and governmental characteristics, functions, services and other aspects of the region; and

WHEREAS, a Warren County Official Thoroughfare Plan has existed since July 17, 1956, per Warren County Resolution 40-591, as a component of the overall Warren County Comprehensive Plan; and

WHEREAS, the functions of a Thoroughfare Plan are to:

Designate a network of thoroughfares to carry both current levels of traffic and anticipated increases that will be generated by growth and development in the County; and

Organize vehicular traffic by function in order to minimize conflict and assure that traffic will be carried on adequately designated thoroughfares; and

Assure that adequate land for rights-of-way are provided for future corridor development; and

Integrate planning for the County circulation system with the larger regional transportation system; and

WHEREAS, the Warren County Regional Planning Commission (RPC), working in conjunction with the Warren County Engineer, Woolpert Consultants and a Task Force consisting of public and private interests, developed a major Warren County Official Thoroughfare Plan update, being adopted in July, 1996; and

WHEREAS, certain amendments and/or refinements to the Warren County Official Thoroughfare Plan were subsequently adopted in March, 2003, April, 2004, January and April, 2006; and

WHEREAS, in the opinion of the Warren County Engineer, additional amendments and/or refinements are currently necessary, including changes to the Roadway Functional Classifications (Figure 4.1) for all or

portions of the following roadways in the unincorporated areas: Bethany Road, Bowen Drive, Butler-Warren Road, Columbia Road, Dallasburg Road, Deardoff Road, Dixie Highway, Drake Road, Fields-Ertel Road, Harlan Road, King Avenue, Kings Mills Road, Kirby Road, Liberty-Keuter Road, Mason-Morrow-Milgrove Road, McLean Road, Natorp Boulevard, Parkway Drive, Snider Road, State Route 48, State Route 123, State Route 350, Stephens Road, Striker Road, Utica Road, Waynesville Road, and Wilkens Boulevard.


WHEREAS, a legal notice regarding a public hearing on this date was published in the newspaper of general circulation on March 30, and April 6, 2006; and

WHEREAS, public comments have been received and duly considered on this date; and

NOW THEREFORE BE IT RESOLVED, that the Warren County Regional Planning Commission hereby adopts the above amendments/refinements to the Warren County Official Thoroughfare Plan.


James Lukas, Chairman
Warren County Regional Planning Commission

ATTEST:


Robert T. Craig, AICP, Executive Director
Warren County Regional Planning Commission

Date: April 11, 2006

L:/rtc/T-Plan.Resol.Apr06



RESOLUTION No. 9-06
 ADOPTING THE HAMILTON TOWNSHIP THOROUGHFARE PLAN
 TO BE CONSIDERED AS A REFINEMENT TO THE
 WARREN COUNTY OFFICIAL THOROUGHFARE PLAN

WHEREAS, according to Section 713.23 of the Ohio Revised Code (ORC), a regional planning commission may make studies, maps, plans, recommendations and reports concerning the physical environment, social, economic and governmental characteristics, functions, services and other aspects of the region; and

WHEREAS, a Warren County Official Thoroughfare Plan has existed since July 17, 1956, per Warren County Resolution 40-591, as a component of the overall Warren County Comprehensive Plan; and

WHEREAS, the functions of a Thoroughfare Plan are to:

- Designate a network of thoroughfares to carry both current levels of traffic and anticipated increases that will be generated by growth and development in the County; and
- Organize vehicular traffic by function in order to minimize conflict and assure that traffic will be carried on adequately designated thoroughfares; and
- Assure that adequate land for rights-of-way are provided for future corridor development; and
- Integrate planning for the County circulation system with the larger regional transportation system; and

WHEREAS, the Warren County Regional Planning Commission (RPC), working in conjunction with the Warren County Engineer, Woolpert Consultants and a Task Force consisting of public and private interests, developed a major Warren County Official Thoroughfare Plan update, being adopted in July, 1996; and

WHEREAS, certain amendments and/or refinements to the Warren County Official Thoroughfare Plan were subsequently adopted in March, 2003, April, 2004, January and April, 2006; and

WHEREAS, at the direction of the Board of Hamilton Township Trustees and with cooperation of the Warren County Engineer, Wilbur Smith

Associates have prepared a draft Hamilton Township Thoroughfare Plan, with the Township holding a public hearing on June 7, 2006; and

WHEREAS, a legal notice regarding a public hearing on this date was published in the newspaper of general circulation on June 29 and July 6, 2006; and

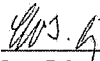
WHEREAS, public comments have been received and duly considered on this date; and

NOW THEREFORE BE IT RESOLVED, that the Warren County Regional Planning Commission hereby adopts the Hamilton Township Thoroughfare Plan, which is to be considered as a refinement to the Warren County Official Thoroughfare Plan for the purposes of administration through review of development and/or subdivision proposals in that jurisdiction.



 James Lukas, Chairman
 Warren County Regional Planning Commission

ATTEST:



 Robert T. Craig, AICP, Executive Director
 Warren County Regional Planning Commission

Date: July 11, 2006

L:/rtc/T-Plan.Resol.July06



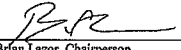
RESOLUTION NO. 06-11

APPROVE THE WARREN COUNTY COMPREHENSIVE PLAN AND TO MOVE THE WARREN COUNTY COMPREHENSIVE PLAN TO THE WARREN COUNTY COMMISSIONERS FOR APPROVAL

WHEREAS, according to Section 713.23 of the Ohio Revised Code (ORC), a regional planning commission may make studies, maps, plans, recommendations and reports concerning the physical environment, social, economic and governmental characteristics, functions, services and other aspects of the region; and

WHEREAS, the RPC has received and considered input from the steering committee, interested citizens and business owners through notified public meetings;

NOW THEREFORE BE IT RESOLVED, that the RPC hereby approve The Warren County Comprehensive Plan and to move the plan to the Warren County Commissioners for approval.



Brian Lazor, Chairperson
Warren County Regional Planning Commission

ATTEST:


Stan Williams, Executive Director
Warren County Regional Planning Commission

Date: July 28, 2011

L:\Resolutions\2011\resolution 06-11 comprehensive plan

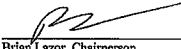
RESOLUTION NO. 10-11

APPROVE THE WARREN COUNTY COMPREHENSIVE PLAN AND TO MOVE THE WARREN COUNTY COMPREHENSIVE PLAN TO THE WARREN COUNTY COMMISSIONERS FOR APPROVAL

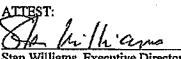
WHEREAS, according to Section 713.23 of the Ohio Revised Code (ORC), a regional planning commission may make studies, maps, plans, recommendations and reports concerning the physical environment, social, economic and governmental characteristics, functions, services and other aspects of the region; and

WHEREAS, the RPC has received and considered input from the steering committee, interested citizens and business owners through notified public meetings;

NOW THEREFORE BE IT RESOLVED, that the RPC hereby approve The Warren County Comprehensive Plan and to move the plan to the Warren County Commissioners for approval.



Brian Lazor, Chairperson
Warren County Regional Planning Commission

ATTEST:


Stan Williams, Executive Director
Warren County Regional Planning Commission

Date: October 11, 2011

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BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 11-1600

Adopted Date November 15, 2011

APPROVE THE ADOPTION OF THE WARREN COUNTY COMPREHENSIVE PLAN ADOPTED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON OCTOBER 11, 2011

WHEREAS, this Board met this 15th day of November 2011, in the Commissioners' Meeting Room, to consider the adoption of the Warren County Comprehensive Plan adopted by the Warren County Regional Planning Commission on October 11, 2011; and

WHEREAS, this Board has considered the recommendation presented by the Warren County Regional Planning Commission and heard all those desiring to speak in favor of or in opposition to the adoption of said plan; and

NOW THEREFORE BE IT RESOLVED, to approve the adoption of the Warren County Comprehensive Plan adopted by the Warren County Regional Planning Commission on October 11, 2011; copy of said plan attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, per Ohio Revised Code Section 713.27, to certify a copy of this resolution to the Warren County Regional Planning Commission.

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

Mr. Ariss - absent
Mrs. South - yea
Mr. Young - yea

Resolution adopted this 15th day of November 2011.

BOARD OF COUNTY COMMISSIONERS


Tina Davis, Clerk

cc: RPC (certified)
RZC (file)
Public Hearing file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 15-1321

Adopted Date August 25, 2015

APPROVE AMENDMENTS TO THE WARREN COUNTY THOROUGHFARE PLAN

WHEREAS, this Board met this 25th day of August 2015, in the Commissioners' Meeting Room to consider an amendment to the Warren County Thoroughfare Plan; and

WHEREAS, this Board has considered the recommendation presented by the Warren County Regional Planning Commission and all those present to speak in favor of or in opposition to said amendment; and

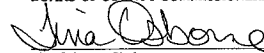
NOW THEREFORE BE IT RESOLVED, to approve amendments to the Warren County Thoroughfare Plan as attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of August 2015.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/s/

cc: RPC(file)
RZC
Public Hearing file
Bruce McGary
County Engineer



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 15-1321

Adopted Date August 25, 2015

APPROVE AMENDMENTS TO THE WARREN COUNTY THOROUGHFARE PLAN

WHEREAS, this Board met this 25th day of August 2015, in the Commissioners' Meeting Room to consider an amendment to the Warren County Thoroughfare Plan; and

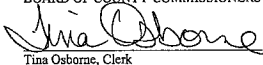
WHEREAS, this Board has considered the recommendation presented by the Warren County Regional Planning Commission and all those present to speak in favor of or in opposition to said amendment; and

NOW THEREFORE BE IT RESOLVED, to approve amendments to the Warren County Thoroughfare Plan as attached hereto and made a part hereof.

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

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

Resolution adopted this 25th day of August 2015.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/s/

cc: RPC(file)
RZC
Public Hearing file
Bruce McGary
County Engineer

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-0703

Adopted Date April 24, 2018

APPROVE AMENDMENTS TO THE WARREN COUNTY THOROUGHFARE PLAN

WHEREAS, this Board met this 24th day of April 2018, in the Commissioners' Meeting Room to consider an amendment to the Warren County Thoroughfare Plan; and

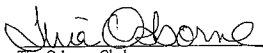
WHEREAS, this Board has considered the recommendation presented by the Warren County Regional Planning Commission and all those present to speak in favor of or in opposition to said amendment; and

NOW THEREFORE BE IT RESOLVED, to approve amendments to the Warren County Thoroughfare Plan as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of April 2018.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/s/

cc: RPC(file)
RZC
Public Hearing file
Bruce McGary
County Engineer