

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

Resolution

Number 24-1136

Adopted Date September 03, 2024

**HIRING DYLAN THOMAS AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

BE IT RESOLVED, to hire Dylan Thomas as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective September 17, 2024, at a starting rate of \$23.00 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Emergency Services (file)
D. Thomas' Personnel file
OMB- Sue Spencer

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

Resolution

Number 24-1137

Adopted Date September 03, 2024

**HIRING MELODY ROTH AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

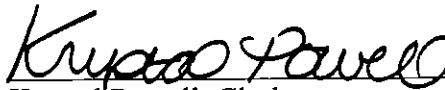
BE IT RESOLVED, to hire Melody Roth as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective September 17, 2024, at a starting rate of \$23.00 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Emergency Services (file)
M. Roth's Personnel file
OMB- Sue Spencer

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

Resolution

Number 24-1138

Adopted Date September 03, 2024

**HIRING ELLA RIDDIOUGH AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

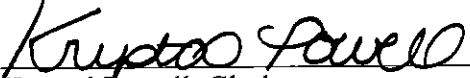
BE IT RESOLVED, to hire Ella Riddiough as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective September 17, 2024, at a starting rate of \$23.00 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Emergency Services (file)
E. Riddiough's Personnel file
OMB- Sue Spencer

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

Resolution

Number 24-1139

Adopted Date September 03, 2024

**HIRING LACIE DECATUR AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN
THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

BE IT RESOLVED, to hire Lacie Decatur as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective September 17, 2024, at a starting rate of \$23.00 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Emergency Services (file)
L. Decatur's Personnel file
OMB- Sue Spencer

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

Resolution

Number 24-1140

Adopted Date September 03, 2024

**HIRING MATTHEW STEWART AS EMERGENCY COMMUNICATIONS OPERATOR
WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

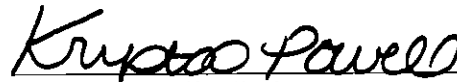
BE IT RESOLVED, to hire Matthew Stewart as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective September 17, 2024, at a starting rate of \$23.00 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Emergency Services (file)
M. Stewart's Personnel file
OMB- Sue Spencer

Resolution

Number 24-1141

Adopted Date September 03, 2024

APPROVE RECLASSIFICATION OF MICHAEL MORRIS FROM THE POSITION OF CUSTODIAL WORKER I TO THE POSITION OF SERVICE WORKER I WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, the Director of Facilities Management has indicated that Mr. Morris performs the essential functions of Service Worker I and desires to reclassify him to said position.

NOW THEREFORE BE IT RESOLVED, to reclassify Michael Morris to the position of Service Worker I, non-exempt, pay range #13, \$20.78, hour effective pay period beginning September 7, 2024.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Facilities Management (file)
M. Morris' Personnel file
OMB – Sue Spencer

Resolution

Number 24-1142

Adopted Date September 03, 2024

AMENDING RESOLUTION #24-0139 TO INCLUDE CONDITIONS OF APPROVAL FOR THE REZONING APPLICATION OF MARK AND CONNIE BURTON, ROYCE MACHINE (CASE #2023-08), TO REZONE APPROXIMATELY 2.165 ACRES FROM GENERAL INDUSTRIAL MANUFACTURING ZONE "I2" TO GENERAL INDUSTRIAL MANUFACTURING ZONE "I2" AS A PLANNED UNIT DEVELOPMENT IN UNION TOWNSHIP

WHEREAS, pursuant to Resolution #24-0139 this Board approved the rezoning application of Mark and Connie Burton, Royce Machine, owner of record (Case #2023-08), to rezone approximately 2.165 acres (Parcel Number 133331000100) located at 2358 Lebanon Road in Union Township from General Industrial Manufacturing Zone "I2" to General Industrial Manufacturing Zone "I2" as a Planned Unit Development to allow for an addition to the single-family residence; and

WHEREAS, this Board approved the rezoning application subject to conditions; and

WHEREAS, due to a clerical error the conditions were inadvertently omitted; and

WHEREAS, the approved rezoning shall be subject to the following conditions:

1. All plans and proposals of the applicant shall be made conditions of approval unless modified by one of the following conditions.
2. Compliance with the Warren County Rural Zoning Code.
3. Prior to the Board of County Commissioners review the applicant submits an updated site plan that documents the setbacks for existing structures.
4. Prior to the Board of County Commissioners review the applicant shall submit the following, in compliance with the application requirements of the Warren County Rural Zoning Code:
 - A. A legible map of the site, drawn at one inch (1") equals two hundred feet (200') or a different scale if specified by the Zoning Inspector, prepared by a registered architect, landscape architect, engineer, surveyor, or other professional planning consultant, which shows all existing property lines, easements, public road centerlines and rights-of-way, contour lines at suitable intervals, regulatory 20 floodplain boundaries if involved, and generalized locations of public and private utilities
 - B. **Section 1.305.4 Application Requirements** of the Warren County Rural Zoning Code (A) 2-9. For example, parking location and

dimensions; land use areas and percentages; driveway dimensions and details; open space location and quantity; building setbacks and height; stormwater management areas; and community impact statement.

C. Identification of the future 82'x100' building location

5. The landscape plan submitted at PUD Stage 2 shall illustrate Buffer [Type] A adjacent to industrial zoning and uses.
6. The existing driveway shall terminate 10 feet prior to the eastern property line to install Buffer [Type] A, or the applicant shall submit a shared driveway access maintenance agreement with parcel # 13331000120.
7. Compliance with the revised PUD Standards, proposed by staff in Exhibit B.
8. Dedicate right of way in compliance with the Thoroughfare Plan, prior to PUD Stage 3.

NOW THEREFORE BE IT RESOLVED, to amend Resolution #24-0139 to include conditions of approval for the rezoning application of Mark and Connie Burton, Royce Machine, owner of record (Case #2023-08), to rezone approximately 2.165 acres (Parcel Number 133331000100) located at 2358 Lebanon Road in Union Township from General Industrial Manufacturing Zone "I2" to General Industrial Manufacturing Zone "I2" as a Planned Unit Development to allow for an addition to the single-family residence.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

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

Resolution

Number 23-1143

Adopted Date September 03, 2024

**SETTING A PUBLIC HEARING CONCERNING PROPOSED AMENDMENTS TO THE
WARREN COUNTY SUBDIVISION REGULATIONS**

WHEREAS, pursuant to Ohio Revised Code Section 711.10, this Board must set a public hearing 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 Commissioner to amend the Warren County Subdivision Regulations.

NOW THEREFORE BE IT RESOLVED, to set September 24, 2024, at 9:30 a.m. as the date and time for the public hearing concerning proposed amendments to the Warren County Subdivision Regulations.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/KP

cc: RPC (file)
Public Hearing file

Resolution

Number 24-1144

Adopted Date September 03, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN ASSIGNMENT AND ASSUMPTION AGREEMENT, A RELEASE AND TERMINATION OF THE LIMITED & REVOCABLE USE AND INDEMNIFICATION AGREEMENT WITH RIGHT OF FIRST REFUSAL/OPTION TO PURCHASE WITH ERIC FIELDS RELATIVE TO 2381 AND 2355 GREENTREE ROAD IN TURTLECREEK TOWNSHIP ACROSS FROM THE WARREN COUNTY AIRPORT/JOHN LANE FIELD (I-68)

WHEREAS, pursuant to Resolution #24-0454 adopted on March 26, 2024, this Board entered into a Limited & Revocable Use and Indemnification Agreement with Right of First Refusal/Option to Purchase with Eric Fields relative to 2381 and 2355 Greentree Road in Turtlecreek Township across from the Warren County Airport/John Lane Field (I-68); and

WHEREAS, this Board exercised the option to purchase and adopted Resolution #24-0996 on July 30, 2024, entering into a Purchase Sale Agreement (“PSA”) with Eric Fields for the acquisition of 2355 Greentree Road; and

WHEREAS, this Board now desires to enter an Assignment and Assumption Agreement assigning the PSA to the Warren County Port Authority (“Port Authority”); and

WHEREAS, in order for the Port Authority to acquire clear title and purchase an owner’s policy of title insurance without an exception for the Right of First Refusal/Option, the Port Authority has notified the Board it is necessary for the Board to enter into the attached Release and Termination of the Limited & Revocable Use and Indemnification Agreement with a Right of First Refusal.

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

1. The Board does hereby approve and further authorize the President of the Board to execute the Assignment and Assumption Agreement, a copy of which is attached hereto.
2. The Board does hereby approve and further authorize the President of the Board to execute the Release and Termination of the Limited & Revocable Use and Indemnification Agreement with a Right of First Refusal, a copy of which is attached hereto.
3. The findings made by the Board in the above WHEREAS clauses are adopted as a part of these resolving paragraphs.
4. All action taken relating to this Resolution occurred in an open meeting of the Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.
5. This resolution shall take effect immediately.

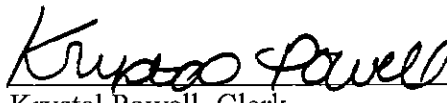
RESOLUTION #24-1144
SEPTEMBER 03, 2024
PAGE 2

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Fields, Eric
Port Authority (file)
Airport (file)
Bruce McGary – Prosecutor’s Office

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution No. 24-1144 adopted September 3, 2024, by the Board of Commissioners of Warren County, Ohio.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

ASSIGNMENT TO AND ASSUMPTION OF CONTRACT

This Assignment to and Assumption of Contract (“Assignment and Assumption”), is made by and between the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**, an Ohio county and political subdivision, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter “ASSIGNOR”), and the **WARREN COUNTY PORT AUTHORITY**, a port authority and Ohio politic subdivision with an address of 406 Justice Drive, Lebanon, Ohio 45036 (the “Port Authority”), or hereinafter collectively referred to as the “Parties.”

RECITALS


WHEREAS, effective July 30, 2024, the ASSIGNOR, as Buyer entered into a Purchase-Sale Agreement with Temporary Lease-back Option (“PSA”) with Seller, Eric Wesley Fields, a copy of which is attached hereto as Exhibit “A” and made a part hereof; and,

WHEREAS, ASSIGNOR desires to assign all of its rights, title and interest in the PSA to the ASSIGNEE; and,

WHEREAS, ASSIGNEE desires to accept an assignment and assume all the rights and obligations of the PSA.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **ASSIGNMENT**. All of ASSIGNOR’S rights, title and interest in the PSA are hereby irrevocably assigned and transferred to ASSIGNEE, effective on the date the last party signs this instrument.
2. **ASSUMPTION**. ASSIGNEE does hereby accept the assignment of the PSA and assumes all of the rights and obligations therein.
3. **RELEASE**. ASSIGNOR represents and warrants that ASSIGNOR has full rights and authority, and has been duly authorized herein, to irrevocably assign and transfer its rights, title and interest to the PSA to ASSIGNEE, subject to the written consent of the Seller.
4. **CONSENT**. The Seller in the PSA hereby consents to the assignment.

SIGNATURE: 
NAME: Eric Wesley Fields
DATE: 9/3/24

5. **NOTICES**. All notices or other communications or deliveries provided for under this Assignment and Assumption shall be given as provided in the PSA or this instrument.
6. **BINDING EFFECT OF ASSIGNMENT AND ASSUMPTION**. This Assignment and Assumption shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. GOVERNING LAW/JURISDICTION/VENUE. This Assignment and Assumption shall be interpreted, construed and governed in accordance with, and subject to the laws of the State of Ohio; and, the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Assignment and Assumption shall exclusively be in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), and no Party shall have any right to bring or remove such matters in or to any other state or federal court.
8. COUNTERPARTS. This Assignment and Assumption may be executed in two or more counterparts (including by means of telecopied signature pages) each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN EXECUTION WHEREOF, the ASSIGNOR herein, has caused this Assignment and Assumption to be executed by David G. Young, its Board President, on the date stated below, pursuant to Resolution No. 24-1144, dated ~~August~~ ^{September} 3, 2024, authorizing him to affix its name hereto.

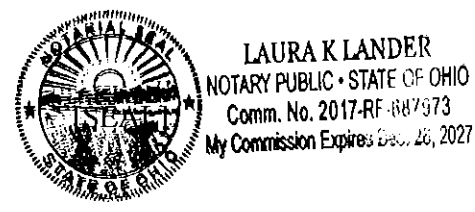
**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____
 NAME: David G. Young
 TITLE: President
 DATE: 9/3/24

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 3 day of ^{September} ~~August~~, 2024, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be **David G. Young**, President of the Warren County Board of County Commissioners, whose name is subscribed hereto, and acknowledged the signing and execution of the foregoing Assignment and Assumption is his free and voluntary act and deed, and the free and voluntary act and deed of the Warren County Board of County Commissioners, in accordance with the said resolution authorizing such act. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

NOTARY PUBLIC: _____



This instrument was prepared by:

Bruce A. McGary
 Assistant Prosecutor
 Warren County Prosecutor's Office
 520 Justice Drive, 2nd Floor
 Lebanon, OH 45036
 Ph. 513.695.1384
 Fx. 513.695.2962
 Email: bruce.mcgary@warrencountyprosecutor.com

IN EXECUTION WHEREOF, the Warren County Port Authority, the ASSIGNEE herein, has caused this Assignment and Assumption to be executed, on the date stated below, by Matthew Schnipke, its Executive Director, pursuant to Resolution No. _____, dated August __, 2024, authorizing him to affix its name hereto.

SIGNATURE: *Matthew Schnipke*

PRINTED NAME: Matthew Schnipke

TITLE: Executive Director

DATE: 8-30-24

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 30 day of August, 2024, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be **Matthew Schnipke**, Executive Director of the Warren County Port Authority, whose name is subscribed hereto, and acknowledged the signing and execution of the foregoing Assignment and Assumption is his free and voluntary act and deed, and the free and voluntary act and deed of the Warren County Board of County Commissioners, in accordance with the said resolution authorizing such act. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

NOTARY PUBLIC: *Krystal Lynn Powell*



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

Exhibit "A" [PSA attached hereto]

RELEASE AND TERMINATION OF LIMITED & REVOCABLE USE AND INDEMNIFICATION
AGREEMENT WITH A RIGHT OF FIRST REFUSAL/OPTION TO PURCHASE

This RELEASE AND TERMINATION OF LIMITED & REVOCABLE USE AND INDEMNIFICATION AGREEMENT WITH A RIGHT OF FIRST REFUSAL/OPTION TO PURCHASE (“Release”), dated as of September 3, 2024 is entered into by the Warren County Board of County Commissioners, an Ohio county and political subdivision, with an address of 406 Justice Drive, Lebanon, Ohio 45036 (the “County”) and Eric Wesley Fields, a natural person, with an address of 2355 Greentree Road, Turtlecreek Township, Warren County, Ohio (“Mr. Fields”).

RECITALS

WHEREAS, Mr. Fields owns the real property located at 2355 Greentree Road, Turtlecreek Township, Warren County, Ohio (Warren County Auditor ID No. 08-13-400-008) (the “Property”), as more particularly described on the attached Exhibit A.

WHEREAS, the County and Mr. Fields entered into that certain Limited & Revocable Use and Indemnification Agreement with a Right of First Refusal/Option to Purchase, effective as of January 1, 2024, as evidenced in Resolution #24-0454, filed for record on March 28, 2024 in Instrument No. 2024-006293 of the Warren County, Ohio Records (“Agreement”) wherein a Memorandum of Right of First Refusal/Option to Purchase Real Estate (“Memorandum”) was attached. As used herein, the term “Agreement” shall refer to the Agreement and Memorandum, collectively.

WHEREAS, pursuant to the Agreement, the County granted to Mr. Fields a limited right to use the County’s abutting parcel located at 2381 Greentree Road, Turtlecreek Township, Warren County, Ohio (Warren County, Ohio Parcel ID No. 0813400007) (“Use”), and Mr. Fields granted the County a Right of First Refusal/Option to purchase the Property in the event Mr. Fields elected to sell the Property, among other triggering events (“Option”).

WHEREAS, the County exercised its Option pursuant to that certain Real Estate Purchase and Sale Agreement with a Temporary Lease-Back Option dated as of July 30, 2024 between the County and Mr. Fields (“Original Purchase Agreement”).

WHEREAS, the County assigned all of its right, title, and interest in the Original Purchase Agreement to the Warren County Port Authority, a port authority and Ohio political subdivision (“Port”) pursuant to that certain Assignment to and Assumption of Contract dated as of August __, 2024, (“Assignment”), and together with the Original Purchase Agreement, the “Purchase Agreement”).

WHEREAS, the County and Mr. Fields (the "Parties") now desire to terminate, release, and waive any and all rights, claims and obligations set forth in the Agreement to permit Mr. Fields to convey the Property free and clear to the Port pursuant to the Purchase Agreement.

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

1. Termination of Agreement. The County and Mr. Fields hereby terminate, release, waive, and disclaim any and all right, title, interest, liability, and obligations either party may have pursuant to the Agreement, including without limitation the County's Option or Mr. Fields' Use.

2. Release. The Parties hereby release, waive, and disclaim any right, cause of action, or claim it has or may have against the other, its successors and assigns, related to or arising from the Agreement.

3. Authorization. The Parties authorize and direct the Warren County Clerk to fully release the Agreement of record, including without limitation Instrument No. 2024-006293 of the Warren County, Ohio Records.

4. Miscellaneous. The Parties will, upon the request of the other, execute, acknowledge and deliver to one another such further documents, assurances and statements, and do or cause to be done such other acts, deeds, conveyances, and the like, as deemed reasonably necessary to effect the release and termination contemplated herein. This Release shall be construed without regard to any presumption or other rule requiring construction against the party drafting this Release.

This document prepared by
and after recording return to:

Bricker Graydon LLP
Michelle E. Reid, Esq.
312 Walnut Street, Suite 1800
Cincinnati, OH 45202

(COUNTERPART SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Warren County Board of County Commissioners has caused this Release to be executed, as of the date first written above.

By: _____
Name: David B Young
Title: President
Date: 9/3/24

STATE OF OHIO)
): ss.
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 3 day of September, 2024 by David B Young, whose title is President of the Warren County Board of County Commissioners, on behalf of the Warren County Board of County Commissioners.

[Signature]
Notary Public
Print Name: Laura K Lander
My Commission Expires: 9/3/24

Approved as to Form:
[Signature]
Bruce A. McGary, Assistant Prosecutor
Date: 9/3/2024



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

IN WITNESS WHEREOF, Eric Wesley Fields has executed this Release as of the date first written above.

ERIC WESLEY FIELDS

Date: _____

STATE OF OHIO)
): ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Eric Wesley Fields.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A

Legal Description of the Property

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



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

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

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

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

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

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

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

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

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

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

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

Resolution

Number 24-1145

Adopted Date September 03, 2024

**CERTIFYING DELINQUENT WATER AND/OR SEWER ACCOUNTS – WARREN COUNTY
WATER AND SEWER DEPARTMENT**

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

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

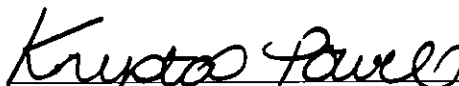
BE IT FURTHER RESOLVED, that the Clerk of this Board is hereby directed to forward a copy of this resolution to the Warren County Auditor.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jkl

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

RESOLUTION #24-1145
SEPTEMBER 3, 2024
PAGE 2

RECEIPT

I certify that I received a copy of the aforesaid resolution on the 3 day of ~~September~~ 2024.

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

Matt Nolan
Warren County Auditor

8/30/2024

2024 Certification of Delinquent Water/Sewer Accounts
District 1 MORROW - SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
EDDIE ENTERTAINMENT, I	307 WELCH ROAD	MORROW OH	45152	0101079	5006694	1712151010	0.00	84.49	0.00	84.49
JARRELL, MICHAEL L.	152 SECOND STREET	MORROW OH	45152	0102215	5001668	1712207007	0.00	111.82	0.00	111.82
FERRELL, LINDA	362 HOPKINS STREET	MORROW OH	45152	0103282	5005221	1712210016	0.00	35.50	0.00	35.50
BELCIK, MATTHEW J & *	5490 U.S. 22-3	MORROW OH	45152	0104684	5015114	1301401003	0.00	7.00	0.00	7.00
MAT BODECKER 9, LLC	5375 ST. RT. 123	MORROW OH	45152	0104780	4802861	1836103023	0.00	9.80	0.00	9.80
LYNCH, DONALD T., TRUST	6025 ST. RT. 22-3	MORROW OH	45152	0104800	4800303	1431354004	0.00	47.63	0.00	47.63
		6					0.00	296.24	0.00	296.24

**2024 Certification of Delinquent Water/Sewer Accounts
District 2 LEBANON - WATER AND SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
HATFIELD, DELORES	3330 BECHTEL DRIVE	FRANKLIN OH	45005	0206010	1412078	827403003	111.42	73.32	0.00	184.74
SETTERS, WILLIAM B. & DO	4485 ROSE MARIE RD.	FRANKLIN OH	45005	0206074	1423762	827452001	106.82	71.36	0.00	178.18
OLSON, CRAIG D.	2765 HARLAN RD.	WAYNESVILLE OH	45068	0211308	0300829	519200015	41.04	0.00	0.00	41.04
FRISBY, RODNEY D.	1723 HARLAN RD.	WAYNESVILLE OH	45068	0211372	0104698	525202011	50.29	0.00	0.00	50.29
BUTTERWORTH, KENNETH	6017 TOWNSHIP LINE RD	WAYNESVILLE OH	45068	0211605	0300047	924400006	31.02	0.00	0.00	31.02
HEIZER FAMILY REVOCABL	1899 N. ST. RT. 741	FRANKLIN OH	45005	0213383	5318351	819200004	69.35	0.00	0.00	69.35
BAILEY, BRIAN & WANDA	4366 CARNELL DRIVE	LEBANON, OHIO	45036	0214209	0402339	804427007	16.54	0.00	0.00	16.54
DAMRON, EDWARD T. & S	4605 BUNNELL HILL	LEBANON OH	45036	0214902	0412792	804200029	134.67	0.00	0.00	134.67
LO RUSSO, RICHARD ANTH	8881 EVAN COURT	SPRINGBORO OH	45066	0215287	0131938	532202018	71.66	68.50	0.00	140.16
THOMPSON, JAMES EDWA	367 PATTON DRIVE	SPRINGBORO OH	45066	0215510	0137693	532193001	38.33	35.50	0.00	73.83
BECHERER, KIMBERLY	6703 WEIDNER ROAD	SPRINGBORO OH	45066	0223267	0611473	818176001	23.03	0.00	0.00	23.03
FRANKLIN FAITH TABERNA	7769 SHARTS RD	SPRINGBORO OH	45066	0225014	1432974	419101024	140.88	0.00	0.00	140.88
DAVIS, ALICIA D.	2324 HAMILTON ROAD	LEBANON OH	45036	0229015	5315093	1217201017	26.32	0.00	0.00	26.32
DANIEL TODD KAMM	5658 BETHANY ROAD	MASON OHIO	45040	0231439	0804096	1231126005	25.25	0.00	0.00	25.25
VAKIOS, JOHN P	6492 GLENSTONE WAY	MASON OH	45040	0232860	0825191	1506355024	8.93	8.87	0.00	17.80
IYER, RANJANA & HARIHAR	3973 CHERRYBROOK LN	MASON OH	45040	0233992	0823882	1102300010	157.82	0.00	0.00	157.82
			16				1,053.37	257.55	0.00	1,310.92

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**2024 Certification of Delinquent Water/Sewer Accounts
District 3 DEERFIELD HAMILTON - WATER AND SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
SHELLEY, JAMES & SARAH	7858 SYCAMORE ST	MAINEVILLE OH	45039	0301413	2617242	1604401004	113.02	77.52	0.00	190.54
MAINEVILLE CROSSING *	65 E US 22-3	MAINEVILLE OH	45039	0307147	2638975	1605278031	368.01	365.66	0.00	733.67
SHUAI, LLC	2565 SOUTH HARBOR DR	MAINEVILLE OH	45039	0314128	0937738	1615127028	88.36	87.79	0.00	176.15
NEAL, JURIC & *	8215 CREEKWOODS PLACE	MAINEVILLE OH	45039	0314294	0918318	1615229002	105.03	69.58	0.00	174.61
BURCH, MICHAEL T.	832 SUNRISE RIDGE CT	MAINEVILLE OH	45039	0320534	2635857	1610227018	0.00	0.00	0.00	0.00
SMITH, ALBERT *	986 W US 22-3	MAINEVILLE OH	45039	0320960	2610884	1610227005	0.00	445.60	0.00	445.60
MOKSIN, ALEXANDER MAR	6264 S LAKEVIEW DR	MASON OH	45040	0325075	0802786	1504477002	126.40	91.20	0.00	217.60
MITCHELL, DARREN K. & L	6376 SOC. FOSTER RD.	MASON OH	45040	0325163	0804029	1503204015	80.24	80.07	0.00	160.31
7805 CLEAR WATER LLC	7805 CLEARWATER CT	MASON OH	45040	0326070	0820411	1628454008	8.46	8.40	0.00	16.86
MCH SFR PROPERTY OWN	6527 BRAMPTON ABBEY	MORROW OH	45152	0328109	2632507	1729176027	48.41	48.10	0.00	96.51
SMITH REALITY PROPRTI	714 LINDEN CREEK	MORROW OH	45152	0328594	2633421	1735205006	120.98	75.65	0.00	196.63
MCH SFR PROPERTY OWN	585 FOX GLOVE CT.	MAINEVILLE OH	45039	0329005	2630606	1603128040	0.00	0.00	0.00	0.00
FKH SFR PROPCO I LP	1106 LINFORD	MAINEVILLE OHIO	45039	0329676	2634687	1609465041	82.99	84.99	0.00	167.98
DIVINE DEVELOPMENT, LL	770 OWLS NEST CT	MAINEVILLE OH	45039	0334327	2634166	1734430052	10.00	0.00	0.00	10.00
DIVINE DEVELOPMENT, LL	770 OWLS NEST CT	MAINEVILLE OH	45039	0334349	2634166	1734430052	20.68	20.55	0.00	41.23
OPAKU, CHARLES & APPA	8240 LEE CT.	MASON OH	45040	0336104	0822019	1633122036	118.43	82.73	0.00	201.16
NK REAL ESTATE LLC	7953 WINDING CREEK CT	MASON OH	45040	0336323	0823601	1634322026	2.82	2.80	0.00	5.62
MEZA, MARYLENA	8306 ASHMONT WAY	MASON OH	45040	0336602	0824517	1633210003	16.64	16.15	0.00	32.79
COMELLA, JOHN & JULIE M	5594 EAGLE CREEK CT	MAINEVILLE OH	45039	0338533	2634858	1736122012	14.57	14.48	0.00	29.05
DESAI, MITUL B.	7452 HAVERHILL LANE	MAINEVILLE OHIO	45039	0340177	2633766	1604245008	31.78	32.69	0.00	64.47
VESTAL, ALEXANDRA B.	277 HENNEPIN DR	MAINEVILLE OH	45039	0340413	2636485	1734314108	25.38	25.21	0.00	50.59
KADIROV, TEMUR I &	692 HAFTON CT	MAINEVILLE OH	45039	0340526	3205117	1734355003	56.55	57.91	0.00	114.46
NATARAJAN, ARVIND	7804 HEALY DR	MAINEVILLE OHIO	45039	0340827	2638337	1734180036	127.65	126.83	0.00	254.48
ST. AUBIN, LAURENCE M.	&6270 THICKETLAKE LN	MAINEVILLE OH	45039	0341894	2635178	1611195002	106.91	71.45	0.00	178.36
CASABERRY 18 LLC	98 BANNOCK DR	MAINEVILLE OH	45039	0342125	2636161	1605463120	504.77	399.42	0.00	904.19
25							2,178.08	2,284.78	0.00	4,462.86

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2024 Certification of Delinquent Water/Sewer Accounts
District 4 FRANKLIN - WATER AND SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
LEDFOED, EVA C.	6305 SHAKER RD	FRANKLIN OH	45005	0403279	1415981	836328004	66.32	0.00	0.00	66.32
ROBINSON, ETHAN BRIAN	7233 SHAKER RD	FRANKLIN OH	45005	0403343	1424092	431376020	94.22	0.00	0.00	94.22
SCHEIDL, PETER	5688 DECKER RD	FRANKLIN OH	45005	0404183	1426958	836177003	52.95	0.00	0.00	52.95
		3					213.49	0.00	0.00	213.49

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2024 Certification of Delinquent Water/Sewer Accounts
District 5 PENNYROYAL - WATER AND SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
DKH INVESTMENT LLC	4552 PENNYROYAL RD.	FRANKLIN OH	45005	0501410	1428489	427176004	86.53	0.00	0.00	86.53
SCRIMIZZI, BRETT &	9551 WILLIAMS DRIVE	FRANKLIN OH	45005	0502253	1423924	421126035	33.33	0.00	0.00	33.33
		2					119.86	0.00	0.00	119.86

2024 Certification of Delinquent Water/Sewer Accounts
District 6 CARLISLE SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
CAMPBELL, DARRIS C. & *	8435 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601011	1605879	207201007	0.00	230.84	0.00	230.84
COON, TIMOTHY	8471 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601014	1605852	207201005	0.00	230.84	0.00	230.84
WEAVER, CHARLES	8500 KINGSTON DR	FRANKLIN OH	45005	0601048	1614967	207181011	0.00	230.84	0.00	230.84
NEACE, HENRY & ELSIE	8516 KINGSTON DR	FRANKLIN OH	45005	0601049	1614959	207181010	0.00	230.84	0.00	230.84
FOX, AARON J. & TARA M.	8594 KINGSTON DR	FRANKLIN OH	45005	0601055	1614886	207181004	0.00	230.84	0.00	230.84
COON, TIM SHAWN & KIM S	6678 BERWICK DRIVE	FRANKLIN OH	45005	0601059	1614835	207181001	0.00	230.84	0.00	230.84
OTTO, DENNIS M.	6704 BERWICK DRIVE	FRANKLIN OH	45005	0601062	1614819	207180001	0.00	230.84	0.00	230.84
MURRAY, TIMOTHY J. & VA	8497 FOXBORO COURT	FRANKLIN OH	45005	0601071	1612441	207202009	0.00	230.84	0.00	230.84
RUDD, VAN A. & DONNA S.	8530 FOXBORO COURT	FRANKLIN OH	45005	0601076	1612492	207129016	0.00	230.84	0.00	230.84
GREEN, KIMBERLY	6871 LANCASTER DRIVE	FRANKLIN OH	45005	0601088	1612646	207129010	0.00	230.84	0.00	230.84
BRINKLEY, WILLIAM D.	8441 KINGSTON DR	FRANKLIN OH	45005	0601137	1615041	207255005	0.00	230.84	0.00	230.84
BALDWIN, SUSAN E.	8467 KINGSTON DR	FRANKLIN OH	45005	0601140	1615076	207255003	0.00	230.84	0.00	230.84
NETHERLY, BARBARA JOA	8642 KINGSTON DR	FRANKLIN OH	45005	0601160	1615211	207178005	0.00	230.84	0.00	230.84
KROEGER, DENISE M. & *	6691 BERWICK DR.	FRANKLIN OH	45005	0601165	1615289	207178001	0.00	230.84	0.00	230.84
AKERS, JEREMY	6763 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601179	1616552	207131009	0.00	130.84	0.00	130.84
WILLIAMS, MATTHEW & JA	6841 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601399	1615416	207131006	0.00	230.84	0.00	230.84
BOWMAN, DANA S	6957 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601406	1615483	207102022	0.00	230.84	0.00	230.84
WHITAKER, AUDREY Y.	8709 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601407	1601512	207102014	0.00	230.84	0.00	230.84
HOLLON, RITA M.	8981 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601423	1605917	207102018	0.00	230.84	0.00	230.84
BAIL, GERALDINE *	8617 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601441	1605046	207126004	0.00	230.84	0.00	230.84
DAY, RANDY LEE	8635 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601442	1603272	207126003	0.00	230.84	0.00	230.84
DAY, KIMBERLY K.	6896 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601452	1614673	207127017	0.00	230.84	0.00	230.84
HOLLON, KENNETH P.	6683 BANBURY DRIVE	FRANKLIN OH	45005	0601462	1612352	207128008	0.00	158.92	0.00	158.92
LAMKIN, RUSSELL E. & *	8633 CHESHIRE COURT	FRANKLIN OH	45005	0601480	1612158	207127003	0.00	230.84	0.00	230.84
VUCIC, FRANCES E.	8930 LANIER ROAD	CARLISLE OH	45005	0601503	1617338	206370005	0.00	206.04	0.00	206.04
FRIESZELL, REBECCA A.	8421 HEATHER COURT	FRANKLIN OH	45005	0601542	1612875	206453003	0.00	230.84	0.00	230.84
GONZALEZ PEREZ, ANDRE	8062 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601569	1603621	206476010	0.00	230.84	0.00	230.84

2024 Certification of Delinquent Water/Sewer Accounts
District 6 CARLISLE SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
YOUNG, LARRY W. & PATR	7223 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0601576	1611305	206476002	0.00	230.84	0.00	230.84
MILLIGAN, RODNEY & KELL	7950 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601599	1610988	205351003	0.00	230.84	0.00	230.84
TURBEN, BRENT J.	7865 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601631	1600711	205352009	0.00	230.84	0.00	230.84
HALL, SHARON, *	7937 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601636	1604091	205352005	0.00	230.84	0.00	230.84
FREDERICK, KENNETH J. *	7949 FRANKLIN_TRENTON	FRANKLIN OH	45005	0601637	1609963	205352004	0.00	230.84	0.00	230.84
WATKINS, DONNIE R &	7506 GAYLE DR	CARLISLE OH	45005	0601691	1620063	205154007	0.00	158.92	0.00	158.92
SPRINKLE, TERRY L. & *	7836 TIMBERWIND TRAIL	CARLISLE OHIO	45005	0601698	1620157	205326011	0.00	230.84	0.00	230.84
KIDWELL, EMERY & VICKIE	7482 TIMBER VALLEY DR	FRANKLIN OHIO	45005	0601710	1620190	205326022	0.00	230.84	0.00	230.84
LARKIN STREET HOMES, L	7453 TIMBER VALLEY	CARLISLE OHIO	45005	0601720	1620200	205320013	0.00	230.84	0.00	230.84
OTT, ALEXIS NICOLE & *	7491 TIMBER VALLEY	CARLISLE OH	45005	0601725	1620205	205320008	0.00	230.84	0.00	230.84
GUTHRIE, CLINTON C	6828 TORRINGTON DRIVE	FRANKLIN OH	45005	0601756	1617885	207118005	0.00	158.92	0.00	158.92
BANKS, JESSICA KATHLEE	7823 MARTZ-PAULIN ROAD	FRANKLIN OH	45005	0602022	1608177	206277015	0.00	230.84	0.00	230.84
BRAY, SHARON LOUISE	8066 SHARON COURT	FRANKLIN OH	45005	0602029	1601091	206229003	0.00	230.84	0.00	230.84
PIERMAN, JOHN M.	8149 MARTZ-PAULIN ROAD	CARLISLE OH	45005	0602069	1600982	131400018	0.00	230.84	0.00	230.84
NISBET, SEANA & RUSSEL	8751 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602120	1600648	132152020	0.00	230.84	0.00	230.84
MINTON, ROBERT H. & SHA	8878 TWINCREEK DR	FRANKLIN OH	45005	0602125	1607707	132152016	0.00	230.84	0.00	230.84
ROBINSON, GREGORY A.	8635 TWINCREEK DR	FRANKLIN OH	45005	0602149	1605828	132151019	0.00	230.84	0.00	230.84
DESKI, DANIELLE L. & *	8765 TWINCREEK DR	FRANKLIN OH	45005	0602156	1607928	132151025	0.00	158.92	0.00	158.92
GOINS, PEARL & PAMELA *	8884 ORIOLE DRIVE	FRANKLIN OH	45005	0602210	1605283	132204004	0.00	158.92	0.00	158.92
MC INTOSH, NATHAN DAVI	8760 ORIOLE DRIVE	CARLISLE OH	45005	0602217	1607171	132204011	0.00	230.84	0.00	230.84
BOWMAN, JEREMY LLOYD	7519 FINCH COURT	FRANKLIN OH	45005	0602266	1600371	132128019	0.00	230.84	0.00	230.84
O'BRYAN, JASON ERIC & SA	7534 FINCH COURT	CARLISLE OH	45005	0602269	1606832	132128016	0.00	202.76	0.00	202.76
MC LEAN, DAVID H.	8887 ORIOLE DRIVE	FRANKLIN OH	45005	0602273	1606727	132202004	0.00	230.84	0.00	230.84
REES, MICHAEL	7491 RED ROBIN ST	FRANKLIN OH	45005	0602276	1605321	132128013	0.00	302.76	0.00	302.76
LARKIN STREET HOMES L	8630 MEADOWLARK DRIVE	FRANKLIN OH	45005	0602295	1603957	132176009	0.00	230.84	0.00	230.84
ROSE, LONNIE R.	8500 MEADOWLARK DRIVE	CARLISLE OH	45005	0602302	1609441	132252006	0.00	230.84	0.00	230.84
BARROW, BENNY L. & SAN	8547 STARLING CIRCLE	CARLISLE OH	45005	0602314	1604309	132177008	0.00	158.92	0.00	158.92
MC KINLEY, DAVID M. & JU	7672 WRENN DRIVE	FRANKLIN OH	45005	0602319	1600354	132126019	0.00	302.10	0.00	302.10

2024 Certification of Delinquent Water/Sewer Accounts

District 6 CARLISLE SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
WEISSMAN, ANTON & *	8564 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602410	1610058	132326001	0.00	230.84	0.00	230.84
WORKMAN, ANDREW S. &	7790 MYRTLE DR	FRANKLIN OH	45005	0602421	1600621	132303007	0.00	127.62	0.00	127.62
REED, CHERYL & ELDON	7777 KAY STREET	CARLISLE OH	45005	0602457	1606794	132305020	0.00	79.46	0.00	79.46
MEYER, BERNIDA A.	7707 LYN DRIVE	CARLISLE OH	45005	0602465	1608339	132354017	0.00	230.84	0.00	230.84
LAWSON, THOMAS	7743 LYN DRIVE	FRANKLIN OH	45005	0602468	1606204	132354020	0.00	230.84	0.00	230.84
ROSE, DAVID L. & CRYSTA	7759 LYN DRIVE	CARLISLE OH	45005	0602469	1607936	132354015	0.00	230.84	0.00	230.84
BARRETT, STEVEN B. & *	7789 LYN DRIVE	FRANKLIN OH	45005	0602471	1600541	132354013	0.00	230.84	0.00	230.84
ABUFARHAH, SARAH	7795 KAY STREET	FRANKLIN OH	45005	0602491	1601008	132353011	0.00	130.84	0.00	130.84
SAVAGE, SHERRI L.	8072 SUE AVENUE	FRANKLIN OH	45005	0602505	1607359	132354004	0.00	230.84	0.00	230.84
MYERS, RACHEL	7864 MARCIA DRIVE	FRANKLIN OH	45005	0602508	1603744	132354009	0.00	165.84	0.00	165.84
WISE, JAIME M.	7901 MARCIA DRIVE	FRANKLIN OH	45005	0602509	1601547	132355002	0.00	230.84	0.00	230.84
VM MASTER ISSUER, LLC	8057 SUE AVENUE	FRANKLIN OH	45005	0602514	1600991	132352011	0.00	230.84	0.00	230.84
BECKER, JANET E. & BOOH	7958 DUBOIS ROAD	FRANKLIN OH	45005	0602537	1609009	132352014	0.00	230.84	0.00	230.84
PERDUE, JAMES S., JR.	7926 KAYE DRIVE	FRANKLIN OH	45005	0602544	1600788	205126010	0.00	230.84	0.00	230.84
STURGIS, ELLIOTT	7816 KAYE DRIVE	FRANKLIN OH	45005	0602570	1609769	205128007	0.00	230.84	0.00	230.84
HURSH, DIANE	7786 GAYLE DRIVE	FRANKLIN OH	45005	0602597	1605577	205105008	0.00	230.84	0.00	230.84
ISBEL, PAUL E & KRISTI	7686 ANNE DRIVE	FRANKLIN OH	45005	0602606	1600117	205152005	0.00	230.84	0.00	230.84
RAY, JORDAN S.	7664 ANNE DRIVE	FRANKLIN OH	45005	0602607	1607383	205152006	0.00	230.84	0.00	230.84
PORTER, STEPHEN D.	7695 JILL LANE	FRANKLIN OH	45005	0602622	1609149	205154006	0.00	230.84	0.00	230.84
MC KNIGHT, CLINTON & M	7881 JILL LANE	FRANKLIN OH	45005	0602630	1603817	205153008	0.00	230.84	0.00	230.84
ALEXANDER, JAMES W. & S	7903 JILL LANE	CARLISLE OH	45005	0602631	1609971	205153007	0.00	230.84	0.00	230.84
BAILEY, RUTH P.	7927 JILL LANE	FRANKLIN OH	45005	0602632	1600109	205153006	0.00	230.84	0.00	230.84
STACY, BRIAN T. & *	7947 JILL LANE	CARLISLE OH	45005	0602633	1611089	205153005	0.00	230.84	0.00	230.84
CONDER, KEVIN RONALD	7685 ANNE DRIVE	FRANKLIN OH	45005	0602639	1604597	205151011	0.00	230.84	0.00	230.84
SCHUL, MARTIN E. & STEP	7945 LOWE DRIVE	CARLISLE OH	45005	0602641	1603027	205151009	0.00	230.84	0.00	230.84
STIDHAM, JONATHAN	7872 LOWE DRIVE	FRANKLIN OH	45005	0602645	1606476	205104014	0.00	112.21	0.00	112.21
BEATTY, BENJAMIN & *	7854 LOWE DRIVE	FRANKLIN OH	45005	0602646	1602624	205104015	0.00	230.84	0.00	230.84
POWELL, RICHARD E.	7824 ANNE DRIVE	FRANKLIN OH	45005	0602657	1602659	205104006	0.00	87.00	0.00	87.00

2024 Certification of Delinquent Water/Sewer Accounts
District 6 CARLISLE SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
ROUTSON, JACOB A. & TI	7851 ANNE DRIVE	FRANKLIN OH	45005	0602663	1607871	205103012	0.00	230.84	0.00	230.84
CORWIN, PEYTON	7804 SHERI LANE	FRANKLIN OH	45005	0602669	1602403	205102016	0.00	230.84	0.00	230.84
MONK, JOHN R. & BARBAR	7990 KEAYS ROAD	FRANKLIN OH	45005	0602681	1608061	205102003	0.00	220.67	0.00	220.67
BLACKFORD, KYLE	7482 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602706	1608533	205301001	0.00	230.84	0.00	230.84
HECKLER, JOHN J	7458 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602707	1608576	205301002	0.00	230.84	0.00	230.84
JOHNSON, JANET A. & *	7633 GAYL DRIVE	FRANKLIN OH	45005	0602710	1608932	205152011	0.00	230.84	0.00	230.84
ODITT, RANDY G.	7665 GAYL DRIVE	FRANKLIN OH	45005	0602712	1605984	205152009	0.00	230.84	0.00	230.84
SHOCKLEY, DELLA MAE	7702 GAYLE DRIVE	FRANKLIN OH	45005	0602713	1609165	205105011	0.00	230.84	0.00	230.84
POWELL, EMILY K.	8460 N. ST. RT. 123	FRANKLIN OH	45005	0604495	1617478	133276006	0.00	79.46	0.00	79.46
ROBINSON, VICKI L	8791 DAYTON-OXFORD RD.	CARLISLE OH	45005	0604563	1606174	134202029	0.00	230.84	0.00	230.84
KRAUSE, MIKE	8801 DAYTON-OXFORD RD.	FRANKLIN OH	45005	0604565	1606344	134202020	0.00	230.84	0.00	230.84
A & A COOK ENTERPRISES	5405 DAYTON OXFORD RD	FRANKLIN OH	45005	0604581	1602195	134202044	0.00	230.84	0.00	230.84
COMPTON, DEANNA L.	8838 CAM DRIVE	CARLISLE OH	45005	0604588	1611135	134202007	0.00	302.76	0.00	302.76
HURT, KENNETH C.	8929 CAM DRIVE	CARLISLE OH	45005	0604599	1609068	134128012	0.00	79.46	0.00	79.46
LEOPOLD, DAVID	8947 CAM DRIVE	CARLISLE OH	45005	0604600	1617451	134128020	0.00	230.84	0.00	230.84
ROBINSON, LINDA L AKA *	5631 FAIRVIEW AVENUE	CARLISLE OH	45005	0604976	1602918	134126026	0.00	230.84	0.00	230.84
ALEXANDER, ANTHONY L.	85797 FAIRVIEW AVENUE	CARLISLE OH	45005	0604987	1608665	134101004	0.00	230.84	0.00	230.84
BARKER, GREGORY S.	5827 FAIRVIEW DRIVE	CARLISLE OH	45005	0604988	1609343	134101003	0.00	230.84	0.00	230.84
KERNS, CHARLES STEWAR	9306 DAYTON-OXFORD RD.	FRANKLIN OH	45005	0605001	1605691	127426001	0.00	230.84	0.00	230.84
BUTLER, LEROY B.,JR. & *	5104 MONTGOMERY AVE	FRANKLIN OH	45005	0605013	1603736	127426013	0.00	127.37	0.00	127.37
JOHNSON, ROGER D. & SH	9138 HERITAGE ROAD	CARLISLE OH	45005	0605024	1604279	127477010	0.00	230.84	0.00	230.84
BAKER, JON RYAN & HEAT	5229 MONTGOMERY AVE	FRANKLIN OH	45005	0605045	1605003	127476002	0.00	230.84	0.00	230.84
BANGE, PAUL L. & MARY E.	9143 KIPTON DRIVE	FRANKLIN OH	45005	0605059	1602004	127455012	0.00	230.84	0.00	230.84
DAWS, DONALD W. & SAN	9140 DAYTON-OXFORD RD.	FRANKLIN OH	45005	0605075	1602349	127455021	0.00	202.76	0.00	202.76
LARSON, BRENDA K.	8919 PEBBLESTONE CT	CARLISLE OH	45005	0605118	1618210	206354004	0.00	99.68	0.00	99.68
BAUGHN, THOMAS M.	8910 PEBBLESTONE CT.	CARLISLE OH	45005	0605122	1618253	206354008	0.00	230.84	0.00	230.84
BERRY, RYAN & CHRISTIN	7214 BROOKSTONE DR	CARLISLE OH	45005	0605138	1618415	206362002	0.00	230.84	0.00	230.84
KING, ALICIA	7174 BROOKSTONE DR	FRANKLIN OH	45005	0605141	1618440	206362005	0.00	302.76	0.00	302.76

**2024 Certification of Delinquent Water/Sewer Accounts
District 6 CARLISLE SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
STAGGS, JASON S. & CHRI	7430 BROOKSTONE DR	CARLISLE OH	45005	0605161	1618660	206362007	0.00	230.84	0.00	230.84
WALLACE, TEENA M.	7310 BROOKSTONE DRIVE	FRANKLIN OH	45005	0605196	1618759	206362016	0.00	230.84	0.00	230.84
WOODSON, RONALD E. & R	7296 BROOKSTONE	CARLISLE OH	45005	0605197	1618768	206362017	0.00	230.84	0.00	230.84
WALKER, CALVIN E. & SAM	7256 BROOKSTONE CT	FRANKLIN OH	45005	0605200	1618792	206362020	0.00	230.84	0.00	230.84
BENZING, MICHAEL P.	8911 PERRY AVE	FRANKLIN OH	45005	0605209	1619233	206354012	0.00	230.84	0.00	230.84
WEBB, LISA G. & MICHAEL	8925 PERRY AVE	CARLISLE OH	45005	0605210	1619241	206354013	0.00	180.84	0.00	180.84
BLANTON, WILLIAM	7140 FRANKLIN-MADISON	CARLISLE OH	45005	0605218	1619322	206354021	0.00	230.84	0.00	230.84
CRANMER, ADAM EDWARD	7304 FRANKLIN MADISON	CARLISLE OH	45005	0605220	1618911	206322032	0.00	158.92	0.00	158.92
OLIVER, CHRIS ALAN & AN	8924 PERRY AVE	CARLISLE OH	45005	0605227	1618989	206322025	0.00	230.84	0.00	230.84
CAMPBELL, BOBBY & ROB	8910 PERRY AVE	CARLISLE OH	45005	0605228	1618997	206322024	0.00	180.84	0.00	180.84
LONG, AMANDA ELAINE	7326 PINEWOOD DR	CARLISLE OH	45005	0605242	1619136	206322010	0.00	230.84	0.00	230.84
BASS, HEATHER	8736 FRANKLIN-TRENTON	CARLISLE OH	45005	0605352	1619500	206368013	0.00	230.84	0.00	230.84
SKAGGS, BRANDON M.	8731 APPLERIDGE CT	CARLISLE OH	45005	0605357	1619551	206368018	0.00	158.92	0.00	158.92
RYAN, NICHOLAS A. & *	8737 APPLERIDGE CT	CARLISLE OH	45005	0605358	1619560	206368019	0.00	230.84	0.00	230.84
DALRYMPLE, MICHAEL R	8738 APPLERIDGE CT	CARLISLE OH	45005	0605359	1619578	206368020	0.00	158.92	0.00	158.92
TURNMIRE, JEREMY	8698 APPLERIDGE CT	CARLISLE OH	45005	0605363	1619616	206362025	0.00	230.84	0.00	230.84
FITZPATRICK, RALPH	8731 BUTTERFIELD CT	CARLISLE OH	45005	0605369	1619675	206362031	0.00	230.84	0.00	230.84
STACY, CHRISTOPHER E. &	8730 BUTTERFIELD CT	CARLISLE OH	45005	0605372	1619705	206362034	0.00	230.84	0.00	230.84
MORRIS, BRAD	8704 BUTTERFIELD CT	CARLISLE OH	45005	0605374	1619721	206362036	0.00	158.92	0.00	158.92
SIMPSON, TIMOTHY L.	8659 SWEETBRIAR CT	FRANKLIN OH	45005	0605392	1620025	206362054	0.00	230.84	0.00	230.84
GOSS, RACHEL L.	7472 COUNTRY WALK DR	FRANKLIN OH	45005	0605436	1620100	206362098	0.00	230.84	0.00	230.84
ROBERTS, GARY D JR & M	7332 COUNTRY WALK DR	CARLISLE OH	45005	0605446	1620110	206393027	0.00	230.84	0.00	230.84
133							0.00	28,758.95	0.00	28,758.95

2024 Certification of Delinquent Water/Sewer Accounts
District 7 DALE ACRES - SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
SELLS, BRADLEY & TARA	10329 ELIZABETH ST.	GOSHEN OH	45122	0700016	2617251	1713152014	0.00	161.85	0.00	161.85
TERRY, WAYNE & LATISHA	10493 ELIZABETH ST.	GOSHEN OH	45122	0700028	2607484	1713152002	0.00	101.62	0.00	101.62
BAIN, JAMES R., ET AL:	10725 MURDOCK-COZADDAL	GOSHEN OH	45122	0700034	2622351	1713305005	0.00	101.62	0.00	101.62
RATLIFF, SCOTT	5323 VALLEY VIEW DR	MORROW OHIO	45152	0701189	2637360	1718170012	0.00	98.82	0.00	98.82
RIEGNER, LORA L.	5121 APPALOOSA CIRCLE	MORROW OH	45152	0704044	2633828	1724202010	0.00	185.92	0.00	185.92
SCHLAKE, BRADLEY ROBE	5275 APPALOOSA CIRCLE	MORROW OH	45152	0704073	2634493	1724202015	0.00	175.46	0.00	175.46
BOTIROV, DOSTON & *	5197 APPALOOSA CIRCLE	MORROW OH	45152	0704084	2634504	1724202026	0.00	113.20	0.00	113.20
GRIMES, CHRISTOPHER A.	5503 APPALOOSA CIRCLE	MORROW OH	45152	0704101	2635947	1724204034	0.00	102.62	0.00	102.62
CORELLI, RICHARD & MAR	5280 APPALOOSA CIRCLE	MORROW OH	45152	0704117	2635963	1724203052	0.00	350.13	0.00	350.13
TALBOTT, ALEXUS	5218 SECRETARIAT DR	MORROW OHIO	45152	0705005	2635728	1724128005	0.00	176.77	0.00	176.77
CASSIDY, JENNI E. & *	2575 MORGAN DR	MORROW OH	45152	0705017	2635779	1724140002	0.00	112.37	0.00	112.37
PARRIS, REBEKAH L. &	5257 MAN O'WAR DRIVE	MORROW OHIO	45152	0705072	2636534	1724144012	0.00	281.56	0.00	281.56
RUSSELL, ANTHONY & KI	5269 SECRETARIAT DR	MORROW OH	45152	0705149	2636776	1724128025	0.00	217.91	0.00	217.91
WEBB, DARRYL E., JR. & *	5253 SECRETARIAT DR	MORROW OH	45152	0705153	2636780	1724128021	0.00	253.41	0.00	253.41
PRUDEN, ANITA G. & *	2842 ALYSHEBA COURT	MORROW OHIO	45152	0705196	2638197	1724412008	0.00	101.62	0.00	101.62
MURODOV, ELDOR & KAY	5811 CLASSICWAY BLVD	MORROW OHIO	45152	0705285	2638943	1724386011	0.00	108.89	0.00	108.89
HOLZER, ALEXANDER & *	2776 ARISTIDES CT	MORROW OHIO	45152	0705345	2638759	1724424032	0.00	102.90	0.00	102.90
KOLLI, SRINIVASA TEJA	5747 AZRA CT	MORROW OHIO	45152	0705428	2639179	1724461006	0.00	76.80	0.00	76.80
MARK EFSTRATIOU	5982 OUTLOOK CT	MORROW OH	45152	0705455	2639367	1724381005	0.00	307.61	0.00	307.61
MELISSA NIEMEYER	6024 OUTLOOK CT	MORROW OH	45152	0705482	2639392	1724383004	0.00	194.97	0.00	194.97
JUSTIN PENCE	6018 OUTLOOK CT	MORROW, OH	45152	0705483	2639393	1724383005	0.00	100.99	0.00	100.99
BARNES, HOLLY	3098 YELLOWTAIL TERR	MORROW OH	45152	0706002	2635982	1718110002	0.00	172.32	0.00	172.32
DAMROUDI, MAHDI	3026 YELLOWTAIL TERR	MORROW OHIO	45152	0706014	2635994	1718110014	0.00	129.64	0.00	129.64
BALL, RONALD R., III	3027 YELLOWTAIL TERR	MORROW OHIO	45152	0706019	2635999	1718110019	0.00	206.86	0.00	206.86
SNYDER, DANA & ERIC	3167 MORNING MIST DR	MORROW OHIO	45152	0706192	2638289	1718135001	0.00	356.98	0.00	356.98
BAHROMOV, TOSHEMIR	3235 SHADOW RIDGE CT	MORROW OH	45152	0706294	2638869	1718190016	0.00	217.50	0.00	217.50
KOWALSKI, ASHLEIGH N &	15005 LAKEVIEW DR	MORROW OHIO	45152	0706322	2639225	1313394002	0.00	155.15	0.00	155.15

2024 Certification of Delinquent Water/Sewer Accounts
District 7 DALE ACRES - SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
FINAN, KATHERINE	4997 LAKEVIEW DR	MORROW OHIO	45152	0706324	2639227	1313394004	0.00	98.82	0.00	98.82
RAMOZON URINBOEV	5107 LAKEVIEW DR	MORROW OH	45152	0706349	2639325	1718144001	0.00	68.00	0.00	68.00
TANDON LIVING TRUST DT	3355 HOPE LN	MORROW OH	45152	0706360	2639336	1718144012	0.00	121.56	0.00	121.56
GAST, ERIC & RACHEL	3358 HOPE LN	MORROW OH	45152	0706364	2639340	1718132015	0.00	129.64	0.00	129.64
TIGISHVILI, BADRI	1182 SINCLAIR DR	MAINEVILLE OH	45039	0743006	2636848	1728126006	0.00	163.23	0.00	163.23
JOSHI, VEDANTI HIMANSH	1183 SINCLAIR DR	MAINEVILLE OHIO	45039	0743007	2636849	1728145001	0.00	222.42	0.00	222.42
KRUMMEN, KRISTY & *	7565 TURNBERRY CT	MAINEVILLE OH	45039	0743028	2636870	1728104035	0.00	202.64	0.00	202.64
YADLAPALLI, VIVEK & KOL	7551 TURNBERRY CT	MAINEVILLE OH	45039	0743029	2636871	1728104036	0.00	418.50	0.00	418.50
BEST, TRISHA	7541 MACAULAY BLVD	MAINEVILLE OHIO	45039	0743043	2636885	1728103028	0.00	196.04	0.00	196.04
LIKE, EVAN K. & NICOLE E.	1455 EAGLE CT	MAINEVILLE OH	45039	0744029	2637180	1728335010	0.00	426.88	0.00	426.88
STREFELT, KIMBERLY A. &	1509 SOARING WAY	MAINEVILLE OHIO	45039	0744042	2637193	1728335023	0.00	178.75	0.00	178.75
MAMIROV, RAKHIM	1273 SOARING WAY	MAINEVILLE OHIO	45039	0744139	2639041	1728341015	0.00	68.69	0.00	68.69
RASULOV, GIYOS	1249 SOARING WAY	MAINEVILLE OHIO	45039	0744142	2639044	1728341012	0.00	182.01	0.00	182.01
NIZOMOV, AKHROR	1433 SOARING WAY	MAINEVILLE OHIO	45039	0744166	2639128	1728335046	0.00	68.00	0.00	68.00
LAMPE, MELANIE MARIE &	*1304 SOARING WAY	MAINEVILLE OHIO	45039	0744195	2639081	1728322009	0.00	121.27	0.00	121.27
PATRICK, HOLLY & ALDEN	1595 KILBARRON DR	MORROW OHIO	45152	0745041	3205271	1728410014	0.00	70.50	0.00	70.50
HATTON, CLINTON M. & AB	1747 MOUNTS RD	MORROW OH	45152	0745913	3205224	1728470009	0.00	270.89	0.00	270.89
			44				0.00	7,673.33	0.00	7,673.33

8/30/2024

2024 Certification of Delinquent Water/Sewer Accounts
District 8 SOCIALVILLE WATER AND SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
DAAS, MUHANNAD H.	9503 SWAN PLACE	MASON OH	45040	0801309	1003712	1502401004	126.26	80.74	0.00	207.00
KUMMER, GREGORY D.	5952 BONNIE LEE LANE	MASON OH	45040	0802806	0806552	1632351002	0.00	151.38	0.00	151.38
		2					126.26	232.12	0.00	358.38

8/30/2024

2024 Certification of Delinquent Water/Sewer Accounts
District 9 HARVEYSBURG WATER AND SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
COOPER, JAMES	385 GRANT ST	HARVEYSBURG OH	45032	0901503	4502698	1011351013	113.95	75.82	0.00	189.77
			1				113.95	75.82	0.00	189.77

8/30/2024

2024 Certification of Delinquent Water/Sewer Accounts
District 12 SOUTH LEBANON WATER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
THEOBALD, PATRICIA A.	5481 WINDSOR CT	SOUTH LEBANON O	45065	1201887	3400473	1736255035	106.44	0.00	0.00	106.44
			1				106.44	0.00	0.00	106.44

Resolution

Number 24-1146

Adopted Date September 03, 2024

ENTERING INTO A CONTRACT WITH PROLINE TECHNOLOGY RELATIVE TO THE RFQ FOR WARREN COUNTY ENTERPRISE SURVEILLANCE CAMERA SYSTEM FOR WARREN COUNTY FACILITIES, WATER AND SEWER DEPARTMENT SITES, AND COMMUNICATION TOWER SITES

WHEREAS, pursuant to Resolution #24-0360, adopted March 12, 2024, this Board authorized a request for proposals for an Enterprise Surveillance Camera System across multiple County facilities and sites; and

WHEREAS, on or before April 25, 2024, the Facilities Management Department received seven (7) sealed proposals and the proposals were reviewed and ranked by the County's Facilities Management, Telecommunications, Information Technology, and Water & Sewer Departments; and

WHEREAS, Proline Technology scored the highest among proposals and negotiations have been completed and it is the recommendation to enter into contract with Proline Technology, 6507 Harrison Avenue Suite A, Cincinnati, OH 45247, for a total contract price of \$1,151,273.12.

NOW THEREFORE BE IT RESOLVED, to enter into contract with Proline Technology for the Warren County Enterprise Surveillance Camera System for Warren County Facilities, Water and Sewer Department Sites, and Communication Tower Sites on behalf of Facilities Management; as attached hereto and made part hereof.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Proline Technology
Facilities Management (file)
Bid file

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is dated this 3rd day of September, 2024.

Buyer

Warren County
406 Justice Dr, Lebanon, OH 45036, USA

(the "Buyer")

Seller

Proline Development Inc. DBA Proline
Technology
6507 Harrison Ave, Suite A, Cincinnati, OH
45247, USA

(the "Seller")

BACKGROUND

- A. The Seller submitted a response to Buyer's request for bids titled Enterprise Surveillance Camera System. This document incorporates the Sellers submitted response to Buyers bid document. It is incorporated into this agreement and attached as exhibit A.
 - B. The Buyer has determined at their sole discretion that the Seller has the necessary qualifications, experience and abilities to provide a comprehensive enterprise surveillance camera system and wishes to enter into this agreement to procure the sellers proposed solution.
 - C. All pricing, sites, and materials are spelled out specifically in the bid document. Any amendments, changes, deletions, or additions (here after referred to as change orders) to the bid document must be accepted by both parties, signed by both buyer and seller, and attached to this agreement.
 - D. The Seller is agreeable to providing such services to the Buyer on the terms and conditions set out in this Agreement.
-

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Buyer and the Seller (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Buyer hereby agrees to engage the Seller to provide the Buyer with the following materials and services (the "Services"):
 - Selling and Installing a Verkada based surveillance camera solution that is cohesive across an estimated 45 locations and multiple county departments. To do so with the materials listed on the Sellers bid documents. The seller's bid document is an all-inclusive bid to produce a complete "turnkey" surveillance camera system as spelled out in the Buyers bid document. Any part or material item not listed on the bid document but needed to complete a fully functional system will be the responsibility of the seller to provide.
 - Any misrepresentation by the Buyer in the bid documents that require changes by the Seller to complete the system will be at the cost of the Buyer.
2. The Services will also include any other tasks which the Parties may agree on. The Seller hereby agrees to provide such Services to the Buyer.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until 5 years from the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

6. The Seller will charge the Client for the Services as follows (the "Compensation"):
 - Warren County will pay Proline Technology at the rates listed in the bid document attached to this agreement. Terms are as follows: Payment for Verkada Materials is due upon shipment from Verkada. Payment for installation and other non-Verkada materials is due upon completion of each site. Seller will invoice every 30 days for completed work.
7. Invoices submitted by the Seller to the Buyer are due within 30 days of receipt.
8. In the event that this Agreement is terminated by the Buyer prior to completion of the Services but where the Services have been partially performed, the Seller will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Seller.

CONFIDENTIALITY

9. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Buyer which would reasonably be considered to be proprietary to the Buyer including, but not limited to, accounting records, business processes, and buyer records and that is not generally known the Buyer and where the release of that Confidential Information could reasonably be expected to cause harm to the Buyer.
10. The Seller agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Buyer has obtained, except as authorized by the Buyer or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
11. All written and oral information and material disclosed or provided by the Buyer to the Seller under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Seller.

OWNERSHIP OF INTELLECTUAL PROPERTY

12. All intellectual property and related material, including any trade secrets, moral rights, goodwill,

relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Buyer. The use of the Intellectual Property by the Buyer will not be restricted in any manner.

13. The Seller may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Buyer. The Seller will be responsible for all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

14. Upon the expiration or termination of this Agreement, the Seller will return to the Buyer any property, documentation, records, or Confidential Information which is the property of the Buyer.

CAPACITY//INDEPENDENT CONTRACTOR

15. In providing the Services under this Agreement it is expressly agreed that the Seller is acting as an independent contractor and not as an employee. The Seller and the Buyer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Buyer is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Seller during the Term. The Seller is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Seller under this Agreement.

RIGHT OF SUBSTITUTION

16. Except as otherwise provided in this Agreement, the Seller may, at the Seller's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Seller under this Agreement and the Buyer will not hire or engage any third parties to assist with the provision of the Services.

17. In the event that the Seller hires a sub-contractor:

- the Seller will pay the sub-contractor for its services and the Compensation will remain payable by the Buyer to the Seller.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Seller.

AUTONOMY

18. Except as otherwise provided in this Agreement, the Seller will have full control over

working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Seller will work autonomously and not at the direction of the Client. However, the Seller will be responsive to the reasonable needs and concerns of the Buyer.

EQUIPMENT

19. Except as otherwise provided in this Agreement, the Seller will provide at the Buyer's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

20. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Warren County
406 Justice Dr, Lebanon, OH 45036

- b. Proline Development Inc. DBA Proline Technology
6507 Harrison Ave, Suite A Cincinnati, OH 45247

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

MODIFICATION OF AGREEMENT

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

24. The Seller will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Buyer.

ENTIRE AGREEMENT

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

26. This Agreement will endure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

29. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

SEVERABILITY

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

31. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 3rd day of September, 2024.

Warren County

Signature: _____

Officer's Name: David G Young, President

Proline Development Inc. DBA Proline Technology

Signature: _____

Officer's Name: Richard Brunsmann Director of Business Development

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 24-1147

Adopted Date September 03, 2024

**APPROVING AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES**

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:

1. Destiny Family Services, LLC
2. Skyfall Residential Homes, LLC
3. Utopia Beginnings LLC

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Destiny Family Services, LLC
c/a – Skyfall Residential Homes, LLC
c/a – Utopia Beginnings LLC
Children Services (file)

Resolution

Number 24-1148

Adopted Date September 03, 2024

ENTERING INTO A COOPERATIVE AGREEMENT WITH THE VILLAGE OF HARVEYSBURG TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION (OPWC) AND TO PARTICIPATE IN THE MAPLE STREET IMPROVEMENT PROJECT ON BEHALF OF THE WARREN COUNTY ENGINEER

WHEREAS, the Village of Harveysburg is planning to make capital improvements to Maple Street, which ties into and is contiguous to Oregonia Road that the Warren County Engineer maintains at the south Village Corporation Limit, as part of their Maple Street Improvement Project in cooperation with the Warren County Engineer; and

WHEREAS, the Warren County Engineer desires to resurface Oregonia Road between the south Village Corporation Limit and SR 73, as part of the Village's Maple Street Improvement Project; and

WHEREAS, the Warren County Engineer will pay approximately \$27,046 from their Road and Bridge Fund 2202, which is 7% of the total cost of the project for the portion of Oregonia Road that is within Warren County's jurisdiction; and

WHEREAS, the Village of Harveysburg will pay 93% of the total cost of the project through funds from OPWC; and

WHEREAS, the Warren County Engineer agrees to have the Village of Harveysburg act as the lead applicant to the project.

NOW THEREFORE BE IT RESOLVED, to enter into a cooperative agreement with the Village of Harveysburg to submit an application to the Ohio Public Works Commission (OPWC) and to participate in funding the County Engineer's portion of the Maple Street Improvement Project on behalf of the Warren County Engineer. Copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Village of Harveysburg
Engineer (file)

COOPERATIVE AGREEMENT

RESOLUTION #2024-14/ DATE: 8-28-2024

Village of Harveysburg and Warren County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Maple Street Improvements Project.

Village of Harveysburg will provide funds equal to 93% percent of the total project cost. Such funds will come from OPWC.

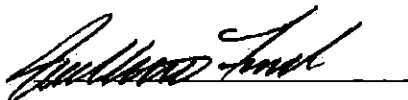
Warren County will provide funds equal to 7% percent of the total project to pay for the county's portion (Oregonla Road) outside of the Village Corporation Limits, which is anticipated to be \$27,046. Such funds will come from the Warren County Engineer's Road and Bridge Fund 2202.

Warren County authorizes the Village of Harveysburg to serve as lead applicant and to sign all necessary documents.

Village of Harveysburg agrees to pay its 93% of the cost as invoices are due for their portion of the project.

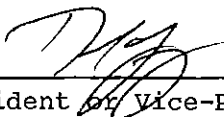
Warren County agrees to pay its 7% of the cost at the beginning of construction for their portion of the project.

Signature for Village of Harveysburg



Mayor of Harveysburg

Signature for Warren County



By: President or Vice-President
pursuant to Resolution No. 24-1148
dated: 9/3/24

APPROVED AS TO FORM



Bruce A. McGary
Asst. Prosecuting Attorney

Resolution

Number 24-1149

Adopted Date September 03, 2024

AUTHORIZING THE WARREN COUNTY SANITARY ENGINEER OR SENIOR ENGINEER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Warren County Water and Sewer Department is planning to make capital improvements to the aged and deteriorated water mains located in the Loveland Park Subdivision, Deerfield Township; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Warren County, that:

Section 1: The Warren County Sanitary Engineer or Senior Engineer is hereby authorized to apply to the OPWC for funds as described above.


Section 2: The Warren County Sanitary Engineer is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)

Resolution

Number 24-1150

Adopted Date September 03, 2024

AUTHORIZING THE WARREN COUNTY SANITARY ENGINEER OR SENIOR ENGINEER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Warren County Water and Sewer Department is planning to make capital improvements to the aged and deteriorated sanitary main located in the Village of Waynesville; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Warren County, that:

Section 1: The Warren County Sanitary Engineer or Senior Engineer is hereby authorized to apply to the OPWC for funds as described above.


Section 2: The Warren County Sanitary Engineer is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)

Resolution

Number 24-1151

Adopted Date September 03, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/27/24 and 8/29/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 24-1152

Adopted Date September 03, 2024

APPROVING A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH HT CROSSING, LLC. FOR POND VIEW ESTATES, SITUATED IN CLEARCREEK TOWNSHIP

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

RELEASE

Bond Number	:	20-024 (W/S)
Development	:	Pond View Estates
Developer	:	HT Crossing, LLC
Township	:	Clearcreek
Reduction Amount	:	\$27,312.10
Surety Company	:	People's Bank (Letter of Credit No. 10900)

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

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

Resolution

Number 24-1153

Adopted Date September 03, 2024

APPROVING A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR COMPLETION OF IMPROVEMENTS IN LEGACY LANDING SUBDIVISION, SITUATED IN CLEARCREEK TOWNSHIP

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

RELEASE

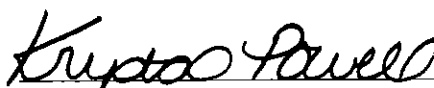
Bond Number	:	21-028 (W/S)
Development	:	Legacy Landing
Developer	:	Legacy Landing LLC
Township	:	Clearcreek
Amount	:	\$25,023.50
Certified Check	:	First Financial Bank (Check No. 586639)

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Legacy Landing LLC, 8559 Black Oak Ct., Waynesville, OH 45068
OMB – J. Stilgenbauer
Water/Sewer (file)
Bond Agreement file

Resolution

Number 24-1154

Adopted Date September 03, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
SPECIAL PROJECTS FUND #2224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 20,000.00 into #22241220-5400 (Purchased Services)

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1155

Adopted Date September 03, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO LODGING TAX FUND #2232

BE IT RESOLVED, to approve a supplemental appropriation for Lodging Tax distributions to Warren County Convention and Visitors Bureau and Warren Co Port Authority:

\$400,000.00 into #22321110-5750 (Lodging Tax – Distribution of Funds)

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
OMB (file)

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

Resolution

Number 24-1156

Adopted Date September 03, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND
#2285

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County
Sheriff's Office Fund #2285:

\$2,000.00 into #22852200-5210 (Materials & Supplies)

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-1157

Adopted Date September 03, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustment within the Commissioners Fund #11011110:

\$ 5,000.00 from #11011110-5320 (Genl BOCC Capital Purchase)
into #11011110-5400 (Genl BOCC Purchased Services)

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
OMB (file)

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

Resolution

Number 24-1158

Adopted Date September 03, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 75,000.00 from #11012810-5102 (Regular Salaries)
into #11012810-5370 (Software Non-Data Board)

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 24-1159

Adopted Date September 03, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

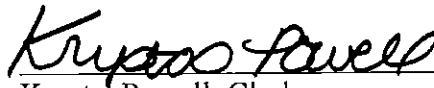
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize
Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department Vendor Name

FAC PROLINE DEVELOPMENT INC

Description

FAC ENTERPRISE SURVEILLANCE CA

Amount

\$ 1,151,273.12 *RFQ/ contract in packet

9/3/24 APPROVED:



Martin Russell, County Administrator

Resolution

Number 24-1160

Adopted Date September 03, 2024

WAIVING PERMIT FEES ASSOCIATED WITH THE INSTALLATION OF A NEW DIGITAL SIGN FOR BETHANY BAPTIST CHURCH IN WASHINGTON TOWNSHIP

BE IT RESOLVED, to waive the permit fees associated with the installation of a new digital sign for Bethany Baptist Church located at 10156 U.S. Route 350 in Washington Township; and

BE IT FURTHER RESOLVED, that Bethany Baptist Church will be responsible for any surcharge that may be required by the State of Ohio.

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

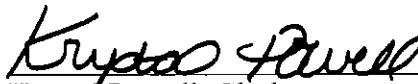
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Building/Zoning (file)
Bethany Baptist Church (Tim Bradshaw)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 24-1161

Adopted Date September 03, 2024

AUTHORIZING COUNTY ADMINISTRATOR TO EXECUTE A COOPERATIVE AGREEMENT WITH THE WARREN COUNTY PORT AUTHORITY RELATIVE TO THE ACQUISITION, PROJECT REIMBURSEMENT, LEASE-BACK, MANAGEMENT, AND FUTURE CONVEYANCE BACK OF REAL PROPERTY

WHEREAS, pursuant to Resolution #24-0996 adopted on July 30, 2024, this Board entered into a Purchase and Sale Agreement ("PSA") with Eric Fields relative to 2355 Greentree Road in Turtlecreek Township; and

WHEREAS, pursuant to Resolution #24-1144 adopted on September 3, 2024, this Board entered into an Assignment and Assumption Agreement with the Warren County Port Authority wherein this Board assigned to the Port Authority assumed all rights and obligations under the PSA; and

WHEREAS, the Parties now desire to enter into a Cooperative Agreement relative to the acquisition, project reimbursement, lease-back, management, and future conveyance back of the real property.

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


1. The Board does hereby approve and further authorize the County Administrator or to execute the Cooperative Agreement, a copy of which is attached hereto and made a part hereof.
2. The Board does hereby authorize funds to be transferred relative to the Project Reimbursement as provided in the Cooperative Agreement.
3. The findings made by the Board in the above WHEREAS clauses are adopted as a part of these resolving paragraphs.
4. All action taken relating to this Resolution occurred in an open meeting of the Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.
5. This resolution shall take effect immediately.

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

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

Resolution adopted this 3rd day of September 2024.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

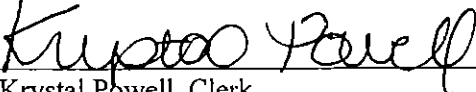
cc: c/a—Warren County Port Authority (file)
Bruce McGary – Prosecutor's Office

RESOLUTION #24-1161
SEPTEMBER 03, 2023
PAGE 3

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and complete copy of Resolution No. 24-1161 adopted September 3, 2024, by the Board of Commissioners of Warren County, Ohio.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

COOPERATIVE AGREEMENT

BY AND BETWEEN

WARREN COUNTY PORT AUTHORITY

AND

WARREN COUNTY, OHIO

Warren County Port Authority

County Airport Project

DATED AS OF September 3 2024

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ANNEX I Master List of Definitions

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT made and entered into as of _____, 2024 (“Effective Date”), by and between the WARREN COUNTY PORT AUTHORITY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State (the “Authority”) and WARREN COUNTY, OHIO, a political subdivision of the State (the “County”), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

BACKGROUND:

WHEREAS, the County has entered into a Purchase-Sale Agreement with Temporary Lease-back Option, effective July 30, 2024 (“Original PSA”), as amended by that certain First Amendment to Real Estate Purchase and Sale Agreement (First Amendment, collectively with the Original PSA, the “PSA”), with a private property owner (the “Owner”) to purchase 5.511 acres of land located at 2355 Greentree Road, Lebanon, Ohio, 45036; Parcel No. 08-13-400-008 (the “Property”) whereby the County agreed to lease the Property back to the Owner until needed for airport purposes; and

WHEREAS, the County and the Authority have agreed to enter into an Assignment to and Assumption of Contract (the “Assignment”), whereby the County agrees to assign all of its rights, title and interest in the PSA to the Authority, including any applicable temporary Lease-back Agreement; and whereby the Authority will accept those rights and purchase the Property in place of the County (such acquisition, the “Project”); and

WHEREAS, pursuant to Resolution No. 2024-__ (the “Reimbursement Legislation”), passed by the Board of Commissioners of the County on _____ 2024, the County has determined to pay the Authority the Project Reimbursement, all as described herein; and

WHEREAS, the Authority and the County each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the Authority and the County agree as follows.

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ARTICLE I

DEFINITIONS

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement, the words and terms used herein shall have the meanings set forth in the Master List of Definitions attached hereto as Annex I unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2 Interpretation. Any reference herein to the Authority, to the County, or to any member or officer of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a Section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Authority or the County under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations and Covenants of the Authority. The Authority represents and covenants that:

(a) It is a body corporate and politic duly organized and validly existing under the laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Authority in a manner or to an extent which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby.

(c) It is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party. The execution, delivery and performance by the Authority of this Agreement and the Transaction Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the Authority, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Authority is a party or by which it is bound.

(d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a Party.

(e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

(f) The Bond Legislation has been duly adopted or passed, is in full force and effect, as amended, and is not subject to repeal by referendum.

Section 2.2 Representations and Covenants of the County. The County represents and covenants that:

(a) It is a political subdivision of the State, validly existing under the laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the County in a manner or to an extent which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby.

(c) It is legally empowered to execute, deliver and perform this Agreement and the Transaction Documents to which it is a party, to enter into and carry out the transactions contemplated thereby. The execution, delivery and performance by the County of this Agreement

and the Transaction Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the County, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound.

(d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated herein and therein.

(e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

(End of Article II)

ARTICLE III

PROJECT REIMBURSEMENT

Section 3.1 Cooperative Arrangements. For the reasons set forth in the Recitals hereto (which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended cooperative arrangement among the Authority and the County), the Authority and the County have determined to cooperate with each other in the undertaking of the Project, all in accordance with this Agreement. This Agreement is intended to and shall be an agreement among the Authority and the County to cooperate in the acquisition of the Property, and the agreements contained herein are intended to and shall be construed as agreements to further effect cooperative action and safeguard the respective interests of the parties hereto.

To the extent necessary, desirable or appropriate to implement the intent of this Agreement, the Authority and County undertake to exercise any power, perform any function and render any service, together with all powers necessary or incidental thereto, to the fullest extent that the Authority and County are authorized under the applicable laws of the State, to exercise, perform or render such power, function or service. Each power exercised, function performed or service rendered by the Authority and County hereunder, to the extent, if any, necessary to the implementation of this Agreement and the completion of the Project in the manner set forth herein, are undertaken by the Authority and County.

Section 3.2 Reimbursement.

(a) Upon the Authority Closing on the Property, the County shall pay the Authority the Project Reimbursement as follows: (i) No later than [30 days] after Closing, the County shall pay to the Authority that portion of the Project Reimbursement comprised of the Purchase Price and Extension Payment (as such terms are defined in the PSA); and (ii) within [30 days] of the County's receipt of invoices from the Authority evidencing in reasonable detail attorney fees and all other out-of-pocket fees and expenses comprising the remainder of the Project Reimbursement, the County shall pay to the Authority such remaining portion of the Project Reimbursement.

(b) In the event the County shall fail to pay any portion of the Project Reimbursement when due and payable as provided in this Agreement, County shall pay to Authority a late charge equal to [\$500.00] ("Late Charge") in addition to the Project Reimbursement. If any portion of the Project Reimbursement is not received by Authority within [30 days] of the applicable due date, County shall pay to Authority (in addition to the Late Charge described above) interest on the overdue amount to Authority at the Interest Rate or the maximum rate permitted under the laws of the State, whichever is lower. Such overdue payment shall bear interest from the applicable due date until the date such payment is received by Authority.

(End of Article III)

ARTICLE IV

ADDITIONAL AGREEMENTS AND COVENANTS

Section 4.1 Release of Liability by County.

(a) The County releases the Authority and its respective officers, directors and employees, from, and agrees that the Authority and its respective officers, directors and employees, shall not be liable to the County for claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the County on account of: (i) any action taken or omitted to be taken by the Authority or the County pursuant to the terms of this Agreement, any other Transaction Document or any other related instrument or document at the request of or with the consent of the County, or any action taken or omitted to be taken by the Authority at the request of or with the consent of the County; and (ii) any claim, action or proceeding brought with respect to any matter set forth in clause (i) above, in each case provided that the Authority has not acted with negligence or engaged in willful misconduct.

(b) Nothing in this Agreement is meant to release, extinguish or otherwise alter or interfere with any rights of which the Authority and the County may now or hereafter have against any other person.

(c) The provisions set forth above are intended to and shall include all affected officials, directors, officers, agents and employees of the Authority and the County, respectively, and their successors and assigns. The provisions set forth above are intended to and shall be enforceable thereby to the full extent permitted by law by the Authority and the County and shall survive the termination of this Agreement.

Section 4.2 Litigation Notice; Management. The County shall give the Authority prompt notice of any action, suit or proceeding by or against the County at law or in equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which the County has notice, which relates to, challenges or could adversely affect the collection of the Project Reimbursement, or which, if adversely determined, would materially impair the right or ability of the County to carry on its governmental activities, or would adversely affect its ability to perform its respective obligations under the Transaction Documents, together with a written statement setting forth the details thereof and any actions with respect thereto taken or proposed to be taken by the County in response thereto.

Section 4.3 Future Conveyance to County. Upon taking ownership of the Property, and provided the Project Reimbursement has been paid in full, the Authority must hold ownership of the Property until [_____], after which the Authority will be obligated to convey the Property to the County and the County will have the corresponding obligation to accept such conveyance (the "Mandatory Conveyance"). Provided the Project Reimbursement has been paid in full, the Mandatory Conveyance shall be by quitclaim deed and for an amount of [\$1.00]. In the event any portion of the Project Reimbursement, Late Charge or interest accrued on the Project Reimbursement remains unpaid, then the Authority shall not be obligated to convey the Property to the County until such delinquent amounts have been paid in full. Notwithstanding the foregoing, if the Project Reimbursement has been paid in full and the County agrees to accept conveyance of

the Property earlier than [_____], then the Authority may convey the Property to the County on a date mutually agreed upon by the parties.

Section 4.4 Allocation of Rent Collected on Property. After Closing, any and all rents paid upon the Property pursuant to now existing or future leases (“Rent”) shall be payable to the Authority until such time as the Authority has conveyed the Property to the County.

[Alternative Language: After Closing, and for so long as the Authority holds ownership of the Property, any rents paid upon the Property pursuant to now existing or future leases (“Rent”) shall be allocated between Authority and County as follows: (a) []% of Rent to the Authority; and (b) []% of Rent to the County; provided, however all Rent shall be paid to the Authority and counted toward the payment of the Project Reimbursement until such time as the Project Reimbursement has been paid in full.]

Section 4.5 Maintenance. It is the intention of County and Authority to cooperate in the completion of certain repairs prior to Closing as identified in paragraph 4 of the First Amendment (“Extension Period Repairs”). The County shall be responsible for completing the Extension Period Repairs at its own cost and expense. Insofar as the Authority completes the Extension Period Repairs on behalf of the County, costs incurred by the Authority in doing so shall be reimbursed to it by the County. After Closing, the County shall be responsible for any repairs and maintenance of the Property insofar as such repairs and maintenance are not the responsibility of a Tenant. The County shall also be responsible for curing any failure of a Tenant to fulfill its repair or maintenance obligations regarding the Property, provided the County shall not be so responsible until notice and opportunity to cure has been given to the applicable Tenant and the time for cure described in the applicable lease (or a reasonable time for cure, if the applicable lease specifies no time period) has elapsed.

(End of Article IV)

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.1 Events of Default. Each of the following shall be an Event of Default:

(a) The County shall fail to observe and perform any agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of thirty (30) days after written notice thereof shall have been given to the County by the Authority; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the County institutes curative action within the applicable period and diligently pursues that action to completion; and

(b) Any representation or warranty made by the County herein, or any statement made by the County in any report, certificate or financial statement, in the Transaction Documents or in any other instrument furnished in connection with this Agreement shall at any time prove to have been materially false or misleading in any material respect when made or given; and

(c) The County shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under federal bankruptcy laws, as in effect from time to time; (iii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iv) make an assignment for the benefit of creditors; or (v) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property or has a receiver or trustee appointed for it or for the whole or any substantial part of its property.

Notwithstanding the foregoing, if, by reason of Force Majeure, the County is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (a) through (c) hereof, the County shall not be deemed in default during the continuance of such inability. However, the County shall promptly give notice to the Authority of the existence of an event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within their discretion.

The declaration of an Event of Default, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 5.2 Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The Authority may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the County under this Agreement and any other Transaction Documents.

Notwithstanding the foregoing, the Authority shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond or agreement has been furnished to the Authority, at no cost or expense to the Authority.

Section 5.3 No Remedy Exclusive. No remedy conferred upon or reserved to the Authority by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 5.4 Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default should occur and the Authority should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement against the County or the collection of sums due hereunder, the County, to the extent permitted by law, is obligated to reimburse the Authority, as applicable, for the reasonable out-of-pocket expenses so incurred, provided that such expenses have resulted from an Event of Default resulting from the County's obligations.

Section 5.5 No Waiver. No failure by any party hereto to insist upon the strict performance of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by any party hereto to observe or comply with any provision hereof.

Section 5.6 Notice of Default. The County shall notify the Authority immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article V)

ARTICLE VI

MISCELLANEOUS

Section 6.1 Term of Agreement. This Agreement shall be and remain in full force and effect from the Effective Date until such time as both County and the Authority, by written instrument, agree to terminate this Agreement.

Section 6.2 Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or by recognized overnight delivery service, and addressed to the appropriate notice address identified below. The County and the Authority, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail, any notice required to be mailed by the provisions of this Agreement shall be given in such other manner as in the judgment of the Authority shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 6.3 Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Authority and the County contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Authority, the County, or each Legislative Authority in other than his or her official capacity, and neither the members of each Legislative Authority nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Authority or the County contained in this Agreement.

Section 6.4 Binding Effect; Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Authority and the County and their respective permitted successors and assigns; provided that this Agreement may not be assigned by the County and may not be assigned by the Authority except as may be mutually agreed upon in a writing signed by both parties. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 6.5 Amendments and Supplements. Except as otherwise expressly provided in this Agreement, subsequent to the Closing, this Agreement may not be effectively amended, changed, modified, altered or terminated unless mutually agreed in a writing signed by both parties.

Section 6.6 Execution Counterparts. This Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Agreement, the signature pages taken from the separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

Section 6.7 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 6.8 Limitation of Rights. With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any Person other than the parties hereto, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of the covenants, agreements, conditions and provisions hereof are intended to be, and are, for the sole and exclusive benefit of the parties hereto, as provided herein.

Section 6.9 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

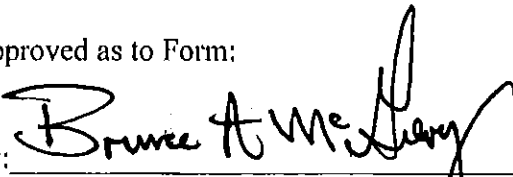
Section 6.10 Business Day. If any date on which any party to this Agreement is required to act is not a Business Day, then such action need not be taken on that date, but may be made on the next succeeding Business Day on which the County is open for business with the same force and effect as if that action were taken when due.

IN WITNESS WHEREOF, the Authority and the County have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

WARREN COUNTY, OHIO

By: 
Martin Russell, County Administrator

Approved as to Form:

By: 
Warren County Prosecuting Attorney

WARREN COUNTY PORT AUTHORITY

By: 
Matthew Schnipke, Executive Director

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the Authority and the County have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

WARREN COUNTY, OHIO

By: 
Martin Russell, County Administrator

Approved as to Form:

By: _____
Warren County Prosecuting Attorney

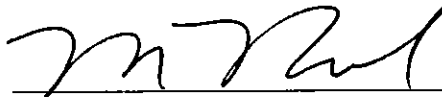
WARREN COUNTY PORT AUTHORITY

By: 
Matthew Schnipke, Executive Director

[Signatures Continue on Following Page]

WARREN COUNTY PORT AUTHORITY
FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the Authority, hereby certifies that the moneys required to meet the obligations of the Authority during the year 2024 under the Cooperative Agreement have been lawfully appropriated by the Legislative Authority of the Authority for such purposes and are in the treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44, Ohio Revised Code.



Martin Russell, Treasurer
Warren County Port Authority

Dated: 09-03, 2024

COUNTY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the County, hereby certifies that the moneys required to meet the obligations of the County during the year 2024 under the Agreement have been lawfully appropriated by the Board of County Commissioners of Warren County, Ohio for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44, Ohio Revised Code.



Matt Nolan, County Auditor
Warren County, Ohio

Dated: 9-03, 2024

ANNEX I TO COOPERATIVE AGREEMENT

Master List of Definitions

“Act” means Sections 4582.21 through 4582.59, Ohio Revised Code as enacted and amended pursuant to Section 13 of Article VIII of the Ohio Constitution.

“Authority” means the Warren County Port Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State.

“Business Day” means a day that is not a (i) Saturday, (ii) Sunday, or (iii) day on which banks in New York, New York are closed.

“Closing” has the meaning given to such term in the PSA (as amended).

“Cooperative Agreement” or “Agreement” means the Cooperative Agreement dated as of _____, 2024 between the Authority and the County relating to the Project, and to which this Annex I is attached, as amended or supplemented from time to time.

“Event of Default” means any of the events described as an Event of Default in Section 5.1 of the Cooperative Agreement.

“Force Majeure” shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; terrorist acts; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or any cause, circumstance or event not reasonably within the control of the Authority or the County, provided that inability to obtain necessary financing shall not constitute an event of Force Majeure.

“Interest Rate” shall mean the prime rate of interest per annum announced as such from time to time by the *Wall Street Journal*, and if not available, a comparable rate announced by another national bank selected by the Authority.

“Legislative Authority” means, with respect to the Authority, the Board of Directors of the Authority, and with respect to the County, the Board of County Commissioners.

“Notice Address” means:

- (a) As to Authority: Warren County Port Authority
406 Justice Drive, Suite 301
Lebanon, Ohio 45036
Attention: Executive Director

- (b) As to the County: Warren County, Ohio
406 Justice Drive
Lebanon, Ohio 45036
Attention: Board of County Commissioners

“Person” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Project Reimbursement” means the sum of (a) the Purchase Price and Extension Payment, as such terms are defined in the PSA; and (b) attorney fees and all other out-of-pocket fees and expenses incurred by the Authority in connection with the acquisition of the Property, such amount not to exceed [seven hundred thousand dollars] (\$[700,000.00]).

“State” means the State of Ohio.

“Tenant” means any Person leasing the Property from the Effective Date onward.

“Transaction Documents” means, collectively, the PSA, the Assignment and any other documents or agreements necessary for the Project.

“Year” means the calendar year, unless otherwise specified.