

# Resolution

Number 20-0624

Adopted Date May 05, 2020

AUTHORIZE THE POSTING OF "FISCAL COORDINATOR" POSITION, WITHIN OHIO MEANS JOBS WARREN COUNTY, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a).

WHEREAS, there exists one opening for "Fiscal Coordinator" position within OhioMeansJobs Warren County; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Fiscal Coordinator" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning April 28, 2020.

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (File)  
OMB – Sue Spencer

# Resolution

Number 20-0625

Adopted Date May 05, 2020

AUTHORIZE THE FILING OF APPLICATIONS WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR FY 2021 TRANSPORTATION ASSISTANCE GRANTS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN RELATED DOCUMENTS. THESE GRANTS MAY INCLUDE THE OHIO ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE PROGRAM AND THE URBAN TRANSIT PROGRAM

WHEREAS, the State of Ohio through its FY 2021 programs has made available funds to assist public transportation systems in Ohio; and

WHEREAS, the Warren County Transit Service is the transit operator for Warren County Board of County Commissioners; and

WHEREAS, the Warren County Transit Service is presently providing transit service and observing all federal and state rules regarding these programs; and

NOW THEREFORE BE IT RESOLVED, that Warren County Office of Grants Administration is hereby authorized to file an application and execute contracts for the FY 2021 Ohio Elderly and Disabled Transit Fare Assistance Program, the FY 2021 Urban Transit Program, the FY 2021 Rural Transit Program, the FY 2021 Ohio Transit Partnership Program and the FY 2021 Bus and Bus Facilities on behalf of the Warren County Board of County Commissioner; and

BE IT FURTHER RESOLVED that the Warren County Office of Grants Administration is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with these applications.

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm

cc: Transit (file)  
OGA (file)

# Warren County Office of Grants Administration

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406 Justice Drive  
Lebanon, Ohio 45036  
(513) 695-1259

April 30, 2020

Mr. Chuck Dyer, Administrator, Office of Transit  
Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 3110  
Columbus, Ohio 43223

Dear Mr. Dyer:

RE: 2021 URBAN TRANSIT PROGRAM (UTP)

The **Warren County Transit Service** hereby applies for \$122,421 (UTP allocation) in formula funds under the 2021 Urban Transit Program for operating expenses.

The following items are a part of this application:

1. A copy of a resolution from our governing body authorizing the submittal of this application.
2. Not applicable: A copy of a purchase order and/or board authorization to purchase for each capital item except capitalized maintenance, complementary paratransit and capital cost of contracting projects.
3. A final or draft summary of the agency CY2019 capital and operating budget.
4. Standard state assurances.
5. Federal fund balances including apportionments, obligated funds, expenditures, grant balances, and potentially lapsing funds.
6. A copy of the final Federal Transit Administration triennial review report and the closeout letter from FTA.

If you have any questions or need further information, please contact Susanne Mason at 513.695.1210 or [masosu@co.warren.oh.us](mailto:masosu@co.warren.oh.us)

Respectfully,



Tiffany Zindel, County Administrator  
Warren County Board of Commissioners

## STANDARD STATE ASSURANCES

Pursuant to the Urban Transit Program Criteria for FY 2021, the undersigned Warren County Board of County Commissioners hereby assures the Ohio Department of Transportation (ODOT) that:

1. The grant funds will be used to provide all or part of the funding for the eligible project as described in Schedule A of the application.
2. The grant funds will be used for public transportation services provided by the undersigned or a pass-through recipient with its own equipment and facilities or by a project contractor.
3. The Ohio-Kentucky-Indiana (OKI) Regional Council of Governments has included or will include the eligible project(s) in the Statewide Transportation Improvement Program and the Transportation Improvement Program for the Cincinnati Urbanized Area.
4. The undersigned will comply with all Federal and State of Ohio laws, rules, executive orders and other legal requirements as they apply to public transportation.
5. The undersigned will submit to ODOT a copy of:
  - a. All planning support documents, including but not limited to the short range transit plan and long range transit plans at the time they are prepared;
  - b. The BlackCat Financials data no later than May 15;
  - c. The BlackCat Statistics data by May 15;
  - d. A copy of the final FTA triennial review report with closeout letter; and
  - e. All other information ODOT requests.

By:

  
(Signature of Authorized Official)

County Administrator, Board of County Commissioners

Date: \_\_\_\_\_

The following counter-signature is required for Pass-Through Recipients

## Anticipated Expenses

| Object Code | Description                           | 2021                   | 2022                   | 2023                   |
|-------------|---------------------------------------|------------------------|------------------------|------------------------|
|             |                                       | Expenses               | Expenses               | Expenses               |
| 5210        | Supplies (fuel, office, etc.)         | \$ 160,000.00          | \$ 160,000.00          | \$ 160,000.00          |
| 5310        | Vehicles, Capital Outlay              | \$ 50,000.00           | \$ 60,000.00           | \$ 60,000.00           |
| 5410        | Purchased Services                    | \$ 900,000.00          | \$ 900,000.00          | \$ 900,000.00          |
| 5910        | Other Expense (transferred for Admin) | \$ 500.00              | \$ 500.00              | \$ 500.00              |
| 5912        | Admin Costs                           | \$ 60,000.00           | \$ 60,000.00           | \$ 60,000.00           |
|             |                                       | <b>\$ 1,170,500.00</b> | <b>\$ 1,180,500.00</b> | <b>\$ 1,180,500.00</b> |

## Anticipated Receipts

| Code  | Source (Received From)           | 2021                 | 2022                   | 2023                   |
|-------|----------------------------------|----------------------|------------------------|------------------------|
| 41155 | Farebox                          | \$ 75,000.00         | \$ 75,000.00           | \$ 75,000.00           |
| 41156 | Contract Revenue (PSU)           | \$ -                 | \$ -                   | \$ -                   |
| 41156 | WCDD                             | \$ 5,250.00          | \$ 5,250.00            | \$ 5,250.00            |
| 41155 | Job & Family Services            | \$ 4,000.00          | \$ 4,000.00            | \$ 4,000.00            |
| 49000 | County Commissioner Contribution | \$ -                 | \$ 200,000.00          | \$ 200,000.00          |
| 42620 | ODOT - Operating                 | \$ 122,421.00        | \$ 122,421.00          | \$ 122,421.00          |
| 42621 | ODOT - Capital Maint             | \$ 190,000.00        | \$ 190,000.00          | \$ 190,000.00          |
| 42620 | SORTA                            | \$ 400,000.00        | \$ 400,000.00          | \$ 400,000.00          |
|       |                                  |                      |                        |                        |
| 45300 | Tax Refund                       | \$ 15,000.00         | \$ 15,000.00           | \$ 15,000.00           |
|       |                                  |                      |                        |                        |
|       |                                  | <b>\$ 811,671.00</b> | <b>\$ 1,011,671.00</b> | <b>\$ 1,011,671.00</b> |



# OHIO DEPARTMENT OF TRANSPORTATION

## Submitter of UTP Application \*

Susanne

First Name

Mason

Last Name

## Submitter Email \*

masosu@co.warren.oh.us

## Submitter Phone \*

(513) 695-1210

## Grantee \*

Warren County Commissioners

This is the agency or organization name on the contract.

## DBA - Doing Business As (optional)

Use DBA if not the same as the grantee agency.

## Authorizing Official \*

David

First Name

Young

Last Name

## Authorizing Official's Title \*

Board of County Commissioners President

Who is authorized to sign the contract?

## Authorizing Official's Email \*

david.young@co.warren.oh.us

Needed to sign the contract electronically

## Agency Address \*

406 Justice Drive

Address Line 1

Address Line 2

Lebanon

City

Ohio

State

450

ZIP

Proposed Service Changes \*

No changes expected

State UTP Allocation Amount \*

\$ 122421

Please describe route, service hours, or fare changes and the expected implementation dates. If no changes are expected for calendar year 2020, type "None".

[Redacted area]

Project Description \*

Warren County Transit seeks UTP funds for operating its demand response service

Total Project Cost \*

\$ 244842

Federal Amount (if applicable)

\$ [Empty input field]

State Amount \*

\$ 122421

Local Share (if applicable)

\$ 122421

Is this project matching a federal grant? \*

- Yes
- No

FTA ALI Code \*

300-00

Period of performance beginning date\*

Jan 01 2021

Period of performance ending date\*

Dec 31 2021

IFB or RFP Date (if applicable)

[ ] [ ] [ ]

Award Date (if applicable)

[ ] [ ] [ ]

The date when a contract was executed for the project between the transit agency and the vendor or contractor.

First Vehicle Delivery Date (if applicable)

[ ] [ ] [ ]

Last Vehicle Delivery Date (if applicable)

[ ] [ ] [ ]

Project Completion Date\*

Dec 31 2021

This should be the date when all payment requests have been submitted by email to CDOT Transit.

MPO\*

OKI

MPO Contact\*

Andy Reser

Will this project need a STIP amendment or administrative modification?\*

- STIP Amendment
- Administrative Modification
- This project is in the STIP and does not need a STIP amendment, nor does it need an administrative modification.

PID Number\*

Assign

If a PID number is not assigned for this project in SFY2021, enter "Assign".



Total State Amount Applied for UTP

\$ 122421

This field will total all state amounts for projects entered in the UTP application.

Is the Total State UTP Allocation the same or less than the Total Allocation awarded by ODOT?\*

Yes  No

If the amount is less, ODOT may reallocate the funds to other programs

[Save and Resume Later](#)

**Submit Form**

# Resolution

Number 20-0626

Adopted Date May 05, 2020

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO ENTER INTO CONTRACT WITH FEDEWA, INC. FOR THE SNIDER ROAD 3.0 MILLION GALLON ELEVATED STORAGE TANK PAINTING PROJECT

WHEREAS, pursuant to Resolution #20-0530, adopted April 7, 2020, this Board approved a Notice of Intent to Award Bid for the Snider Road 3.0 Million Gallon Elevated Storage Tank Painting Project to Fedewa, Inc., for a total bid price of \$490,400.00; and

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

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL\

cc: c/a—Fedewa, Inc.  
Water/Sewer (file)  
OMB Bid file

**SECTION 00400 - CONTRACT**

THIS AGREEMENT, made this 15<sup>th</sup> day of April, 2020, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **FEDEWA INC, 4315 E. M79, HASTINGS, MI 49058** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**SNIDER ROAD 3.0 MILLION GALLON ELEVATED STORAGE TANK PAINTING PROJECT**

hereinafter called the project, for the sum of **\$490,400.00 (four hundred ninety thousand four hundred dollars and no cents)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

**ADDENDUMS**

**VOLUME I**

**SECTION 00040 - INVITATION TO BIDDERS**

**SECTION 00100 - BID PROPOSAL**

**SECTION 00120 - EXCEPTION SHEET**

**SECTION 00130 - BIDDER IDENTIFICATION**

**SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS**

**SECTION 00220 - NONCOLLUSION AFFIDAVIT**

**SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS**

**SECTION 00260 - BID GUARANTY AND CONTRACT BOND**

**SECTION 00280 - PERFORMANCE BOND**

**SECTION 00300 - EXPERIENCE STATEMENT**

**SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR  
PERSONAL PROPERTY TAX**

**SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID  
CONDITIONS, NON-DISCRIMINATION, AND EQUAL  
EMPLOYMENT OPPORTUNITY AFFIDAVIT**

**SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT**

**SECTION 00400 - CONTRACT**

**SECTION 00500 - WAGE RATE DETERMINATION**

**SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

**SECTION 00730 - TECHNICAL SPECIFICATIONS**

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- a) Snider Road Tank Painting:
  - i) Tank removed from service and provided to Contractor: May 18, 2020
  - ii) Painting completion, tank disinfected, and returned to service: July 3, 2020
  - iii) One year warranty inspection & project closeout: June 25, 2021
- b) Landen Tank Cleaning:
  - i) Start of Work: May 15, 2020
  - ii) Final Completion: July 3, 2020
  - iii) Tank shall remain in service during cleaning.

Contractor also agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

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

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

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

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

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

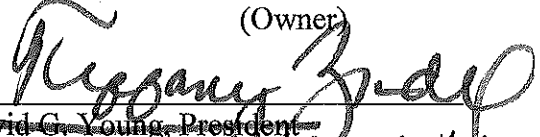
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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

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

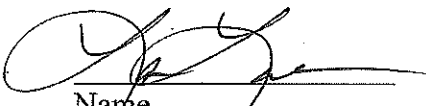
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)  
  
~~David C. Young, President~~  
Tiffany Zindel, County Administrator

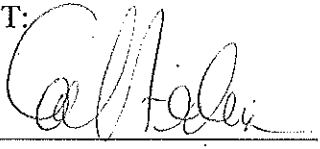
ATTEST:

~~Tom Grossmann, Vice President~~

  
Name

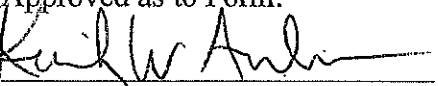
~~Shannon Jones~~

(Seal)

ATTEST:  


CONTRACTOR NAME HERE

(Contractor)  
By: Carl Fedewa - Fedewa Inc  
Name  
Pres  
Title

Approved as to Form:  
  
Assistant Prosecutor

# Resolution

Number 20-0627

Adopted Date May 05, 2020

APPROVE ENGINEERING AGREEMENT WITH DIXON ENGINEERING, INC FOR INSPECTION SERVICES OF THE 3.0 MILLION GALLON SNIDER ELEVATED TANK

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need to perform painting system improvements to the Snider Road 3.0 million gallon concrete composite style elevated storage tank directed the Warren County Water and Sewer Department to procure the services of a qualified coatings inspection firm; and

WHEREAS, this Board during a public work session on December 3, 2019, adopted Resolution 19-1644 directing the Warren County Sanitary Engineer to enter into negotiations with Dixon Engineering, Inc, the top ranked firm; and .

WHEREAS, Dixon Engineering, Inc. was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code, §§ 153.66 through 153.69); and

NOW THEREFORE BE IT RESOLVED, to enter into an Agreement with Dixon Engineering, Inc., for engineering services for the above referenced project, subject to the following conditions:


1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part thereof.
2. Compensation shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Dixon Engineering, Inc.  
Water/Sewer (file)  
Project file

**ENGINEERING AGREEMENT**  
**3.0 MILLION GALLON SNIDER ELEVATED TANK INSPECTION SERVICES**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and Dixon Engineering, 1104 Third Avenue, Lake Odessa, MI 48849 (hereinafter called the "Consultant").

**WITNESSETH:**

**WHEREAS**, this Board recognizing the need to perform painting system improvements to the 3.0 million gallon concrete composite style elevated storage tank located at the intersection of Snider and Socialville-Fosters Roads, Mason, Ohio, directed the Warren County Water and Sewer Department to procure the services of a qualified coatings inspection firm to assist with the afore-stated improvements; and

**WHEREAS**, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

**WHEREAS**, the County desires professional coating inspection services consisting of the following:

Inspection services for the surface preparation and coating of a 3.0 million gallon concrete composite elevated storage tank. Inspection services will be required for all interior, exterior, and wetted surfaces of the tank; and

**NOW, THEREFORE**, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

**I. SCOPE OF SERVICES**

Scope of Work includes project administration, pre-construction meeting, weld inspection, paint inspection services, cathodic protection inspection, and one-year warranty inspection per **Exhibit A**, a copy of which is attached hereto.

**II. COUNTY RESPONSIBILITIES**

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information

pertinent to the project. Furnish copies at no charge. Consultant shall be entitled to rely on such provided information. It is agreed that the accuracy of such information is not within Consultant's control and Consultant shall not be liable for its accuracy, nor for its verification.

3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.
4. Provide access to Consultant's staff for field visits to the site(s).

### III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with the attached current fee **Exhibits C-1 and C-2**.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed the following amounts (however, it is agreed that amounts may be interchanged between tasks as long as the total cost is not increased unless changed by an amendment to this agreement):

|                                     |                    |
|-------------------------------------|--------------------|
| Project Administration              | \$ 2,600.00        |
| Preconstruction Meeting             | \$ 900.00          |
| Weld Inspection                     | \$ 850.00          |
| Critical Phase Inspection           | \$ 48,050.00       |
| 1 Year Warranty Inspection & Report | <u>\$ 3,000.00</u> |
| Base Contract                       | \$ 56,900.00       |

Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.



#### **IV. Documents and Contract Documents**

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.

Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

#### **V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS**

Time to complete each task from the Notice of Authorization to Proceed is as follows:

1. Notice to Proceed shall be the day this contract is fully executed.
2. 1 Year Warranty shall be performed a minimum 365 days after the painting contract is completed.

#### **VI. SUPPLEMENTARY SERVICES**

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service.

#### **VII. INSURANCE**

Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability and Automobile Liability Insurance (covering use of owned, non-owned,

or hired vehicles) providing coverage in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate , with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

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

#### **VIII. INDEMNIFICATION**

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

#### **IX. STANDARDS AND PRINCIPLES**

Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

#### **X. POLICY OF NON-DISCRIMINATION**

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

## **XI. PARTIES AND RELATIONSHIP OF PARTIES**

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

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

## **XII. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

## **XIII. ENTIRE AGREEMENT**

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

## **XIV. MODIFICATION OR AMENDMENT**

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

## **XV. CONSTRUCTION**

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

## **XVI. WAIVER**

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

## **XVI. ASSIGNMENT**

Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

## **XVII. NOTICES**

All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

TO: Warren County Commissioners Office  
Attn. County Administrator  
406 Justice Drive  
Lebanon, Ohio 45036  
(513) 695-1250

TO: Dixon Engineering  
Steve Mazanowicz, Southern Ohio Project Manager  
789 Lafayette Road  
Medina, OH 44256  
(616) 498-6027

TO: Dixon Engineering  
Earl Strater, Client Advocate  
789 Lafayette Road  
Medina, OH 44256  
(330) 983-0062

## **XVIII. TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

**XIX. AUTHORITY AND EXECUTION**

**CONSULTANT:**

**IN EXECUTION WHEREOF**, Dixon Engineering, has caused this agreement to be executed on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

**DIXON ENGINEERING**

SIGNATURE: 

PRINTED NAME: Earl S. Strater

TITLE: Project Manager

DATE: 04/03/2020

**COUNTY:**

**IN EXECUTION WHEREOF**, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tiffany Zindel its County Administrator, on the date stated below, pursuant to Resolution No. 20-0627, dated 5/5/2020

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tiffany Zindel

TITLE: County Administrator

DATE: 5/5/2020

Approved as to form:

DAVID P. FORNSHELL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

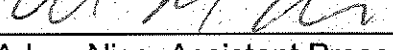
By:   
Adam Nice, Assistant Prosecutor

EXHIBIT A: Agreement Between  
Owner and DIXON

**DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES**

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Article I, Scope of Work, and II, County Responsibilities, of the Agreement is supplemented to include the following agreement of the parties:

**PART 1**

**A1.01 Construction Phase:**

**A. Basic Services:**

1. Consultant will coordinate with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Consultant shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through Consultant, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Consultant has authority to Stop Work if Consultant or Owner questions the quality of Work or rejects the Work, or if there (in the sole opinion of Consultant or Owner) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by Consultant for final payment to Contractors.

**B. RPR Services for Maintenance of Existing Structures**

1. Perform services as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Review only Technical Specification.
4. Hold Point Inspections General:
  - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
  - b. A Hold Point Site visit is one observation trip to perform one of the functions below. The number of Site visits required are estimates.
  - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e. exterior intermediate and pit piping primer).
  - d. The Site visit fees may vary between services (i.e. welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.

5. Hold Point Weld/Modifications- Observe, Record, Report, and:
  - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).
6. Hold Points and Consultant Coating Observation Services Common to Hold Point:

All services will not be necessary each Site visit observation.

  - a. Review abrasive and coating materials for approved manufactures.
  - b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
  - c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
  - d. Review coating mixing, thinning, and manufacturer's application requirements.
  - e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
  - f. Observe wet interior using high/low voltage holiday detection.
  - g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
7. Hold Point Coating Wet Interior - Observe, Record, Report, and:
  - a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard
  - b. Collect spent abrasive for sampling and testing.
  - c. Abrasive blast cleaning prior to application of the prime coat.
  - d. Prime coat prior to application of the next coat.
  - e. Intermediate coat prior to application of the stripe or topcoat.
  - f. Stripe coat prior to application of the topcoat.
  - g. Topcoat for compliance with specifications.
8. Hold Point Coating Exterior - Observe, Record, Report, and:
  - a. Verify test area for high (HPWC) pressure water blast cleaning meets or exceeds minimum specified standard.
  - b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
  - c. Spot power tool, feathering, and compliance with specifications.
  - d. Spot prime coat prior to application of the epoxy intermediate coat.
  - e. Prime coat prior to application of the epoxy intermediate coat.
  - f. Epoxy intermediate coat prior to application of the urethane intermediate coat.
  - g. Urethane intermediate coat prior to application of the topcoat.
  - h. Topcoat for compliance with specifications.
  - i. Check foundations coating for compliance with specifications.
  - j. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
9. Hold Point Coating Dry Interior- Observe, Record, Report, and:
  - a. LPWC for thoroughness and compliance with specifications.
  - b. Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created. Collect spent abrasive coating debris for sampling and testing.
  - c. Spot power tool cleaning for thoroughness, surface profile, feathering, and compliance with specifications.



- d. Spot prime coat prior to application of the intermediate coat.
  - e. Intermediate coat prior to application of the stripe or topcoat.
  - f. Stripe coat prior to application of the topcoat.
  - g. Topcoat for compliance with specifications. Review all contract items to assure they have been completed according to contract requirements.
10. Hold Point Coating Pit Piping- Observe, Record, Report, and:
- a. Verify test area meets or exceeds minimum specified standard for abrasive blast cleaning and surface profile created.
  - b. Abrasive blast cleaning prior to application of the prime coat.
  - c. Prime coat prior to application of the stripe or topcoat.
  - d. Stripe coat prior to application of the topcoat.
  - e. Topcoat for compliance with specifications.
11. RPR Services – Daily- All services are project dependent and not required daily.
- a. Perform services detailed in the EJCDC C-700-18 General Conditions.
  - b. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
  - c. Review abrasive and coating materials for approved manufacturers.
  - d. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
  - e. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards.
  - f. Review coating mixing, thinning, and manufacturer's application requirements.
  - g. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point.)
  - h. Observe wet interior using high/low voltage holiday detection per AWWA D102 latest edition.
  - i. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
  - j. All services are project dependent and not required daily.
  - k. Collect appropriate samples for pre-disposal laboratory testing.
  - l. Prepare daily observer reports detailing above mentioned items and daily progress.
  - m. Prepare punch lists for Project Manager and follow through until punch list specified Work is completed.
12. Hold Point Project Finalization:
- a. Review all repairs not installed until after coating.
  - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
  - c. Observe the installation of screens, light bulbs, etc.
  - d. Observe Site for restoration to pre-project conditions.
  - e. Formulate a punch list of items to complete.
  - f. Create a second punch list if needed before finalization.
  - g. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
13. Daily observation involves minimum number of hours in a day and in a week. See Exhibit C for a more thorough review of invoicing and minimal hours for Full Time or Daily RPR services.

C. Construction Phase - Owner's Responsibilities:

1. Inform Consultant in writing of any specific requirements of safety or security programs that are applicable to Consultant, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, modifies the duties, responsibilities, and authority of the Consultant in the Construction Contract, or modify other terms of the Construction Contract, said modification shall be enacted in accordance with Article XIV of this Contract.

**A1.02 Post Construction Phase:**

A. Basic Services:

1. One Year Warranty Observation - ROV and Exterior:
  - a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
  - b. Observe the exterior coating and quantify damages.
  - c. Review all repairs completed during Construction Phase.
  - d. Review all exterior appurtenances for damage due to corrosion or construction.
  - e. Review exterior of the exposed foundations.
  - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
  - g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.
2. Warranty Failure - When observation has determined that warranty requirements were not met then DIXON will:
  - a. Together with Owner, visit the Project to observe any apparent defects in the Work if requested, make recommendations as to replacement or correction of defective Work, or the need to repair any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  - b. If warranty repair is required provide letter as notice of rejection to Owner so that they may forward to Bonding Company. Notice of rejection may be all inclusive or limited to specific area.
  - c. Provide RPR services during any required correction of any work not meeting requirements of one-year warranty observation.
  - d. Extend contract an additional year and repeat warranty services if repairs warrant a second repair period.
3. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this EXHIBIT A, will terminate thirteen months after the commencement of the Construction Contract's correction period.

B. Post Construction Phase - RPR Services

1. Detailed above if repairs are needed.

C. Post Construction Phase - Owner's Responsibilities:

1. Warranty Observation - ROV Observation:
  - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).

- b. Perform chlorine residual and bacteriological testing after completion of observation.

**A2.01 ADDITIONAL SERVICES**

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
  1. All additional or nonperformed services and associated fee change shall be documented in a Contract Amendment signed by both parties.

EXHIBIT C-1: Agreement Between  
Owner and DIXON

**SUMMARY OF COSULTANT'S COMPENSATION FEES SCHEDULE of VALUES**

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Fifty-Six Thousand, Nine Hundred Dollars, \$56,900** and summarized as follows:

| Schedule of Values  |            |            |          |                       |
|---|------------|------------|----------|-----------------------|
| Description of Services                                     | # of Units | Unit Price | Amount   | Basis of Compensation |
| A1.01-Preconstruction Meeting                               |            |            | \$900    | Unit Price            |
| A1.01-Other Defined Basic Services (Project Administration) |            |            | \$2,600  | Lump Sum              |
| A1.01-Technical Specification Review Only                   |            |            | \$1,500  | Lump Sum              |
| A1.01-RPR Services Full Time                                | 12         |            | \$10,650 | Standard Hourly Rate  |
| A1.01-RPR Services Weld                                     | 1          | \$850      | \$850    | Unit Price            |
| A1.01-RPR Critical Phase Coating                            | 44         |            | \$37,400 | Unit Price            |
| A1.02-Warranty Observation                                  |            |            | \$3,000  | Lump Sum              |
| Total   |            |            | \$56,900 |                       |

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. Consultant may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C-2: Agreement Between  
Owner and DIXON

**STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE**

| <u>Labor Class</u>                          | <u>Per Hour</u>   | <u>Overtime Rate</u> |
|---|-------------------|----------------------|
| Principal                                   | \$255.00          |                      |
| Project Manager                             | \$153.00          | \$230.00             |
| Engineer                                    | \$158.00          | \$237.00             |
| CWI Welding RPR                             | \$138.00          | \$207.00             |
| DIXON Level 3 or NACE Certified Level 3 RPR | \$107.00-\$138.00 | \$161.00-\$207.00    |
| DIXON Level 2 or NACE Level 2 RPR           | \$97.00-\$112.00  | \$146.00-\$168.00    |
| DIXON Level 1 or NACE Level 1 RPR           | \$87.00-\$97.00   | \$131.00-\$146.00    |
| Contract Support Staff                      | \$112.00-138.00   | \$168.00-\$207.00    |

| <u>Expenses</u> | <u>Metropolitan</u> | <u>Out-State</u>  |
|-----------------|---------------------|-------------------|
| Mileage         | \$0.70/mile + tolls | \$0.60/mile       |
| Lodging         | \$120.00 per diem   | \$110.00 per diem |
| Meals           | \$47.00 per diem    | \$40.00 per diem  |

FEES EFFECTIVE THROUGH: December 31, 2020 (Revised: 8/6/2019)

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Medina

I, Earl S. Strater, holding the title and position of Project Manager at the firm Dixon Engineering, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

*Earl S. Strater*

AFFIANT

Subscribed and sworn to before me this 3rd day of April 2020

*Amy E. Petkovich*  
(Notary Public),

Medina County.

My commission expires January 22<sup>nd</sup> 2022



AMY E. PETKOVICH  
Notary Public - State of Ohio  
My Commission Expires Jan. 22, 2022

# Resolution

Number 20-0628

Adopted Date May 05, 2020

APPROVE AND ENTER INTO AN EASEMENT & AGREEMENT FOR WATERLINE & APPURTENANCES WITH RONALD RUNYON JR. AND PAMELA L. RUNYON

WHEREAS, this Board has deemed it necessary to obtain permanent easements for the operation and maintenance of waterline within The Boulevards at Winding Creek Section Ten; and

NOW THEREFORE BE IT RESOLVED, to enter into an Easement and Agreement for waterline and appurtenances with Ronald Runyon Jr. and Pamela L. Runyon. Parcel Number 0521315001, 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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A— Runyon, Ronald & Pamela  
Water/Sewer (file)  
Easement file  
Recorder (certified)

Grantor: RONALD RUNYON JR. & PAMELA L. RUNYON  
Property Address: 9582 Whispering Stream Ct  
Parcel Number: 05-21-315-001  
Auditor's Account Number: 0315054

**EASEMENT & AGREEMENT FOR  
WATERLINE & APPURTENANCES**

**THIS EASEMENT & AGREEMENT** is entered into on the dates stated below by **Ronald Runyon Jr. & Pamela L. Runyon**, husband and wife, whose tax mailing address is 9582 Whispering Stream Ct, Centerville, OH 45458 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to provide the Grantee and the Grantee's agents, employees, contractors, or assigns the right to enter upon the easement property at any time to construct, maintain, tap lines, remove, replace or repair water main along the lines or within the easement areas hereinafter described and for other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

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

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



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

The permanent easement being granted herein is part of a parcel located in the Villages of Winding Creek Subdivision, The Boulevards Section 6, Warren County, Ohio, consisting of 0.0797 acres, and being the same premises described in a deed recorded in instrument number 2018-032215 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

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

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

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

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

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

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

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

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

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

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

**GRANTOR:**

IN EXECUTION WHEREOF, Ronald Runyon Jr the duly authorized Owner / Grantor, , has set his/her hands to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

**GRANTOR:**

SIGNATURE: Ronald Runyon Jr  
PRINTED NAME: Ronald Runyon Jr  
TITLE: Owner  
DATE: 4/22/2020

STATE OF Ohio, COUNTY OF Montgomery, ss:

BE IT REMEMBERED, that on the 22<sup>nd</sup> day of April, 2020, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Ronald Runyon Jr., whose title is Grantor/owner, of 9582 Whispering Stream Ct, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.



Notary Public: Lori L McElroy  
My Commission Expires: 11/2/21  
LORI L McELROY, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 2, 2021

**GRANTEE:**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners has caused this instrument to be executed by Tiffany Zindel, its ~~President or Vice-President~~, on the date stated below, pursuant to Resolution Number 20-0628, dated 5/5/2020 County Administrator

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Signature: Tiffany Zindel

Printed Name: Tiffany Zindel

Title: County Administrator

Date: 5/5/2020

**STATE OF OHIO, COUNTY OF WARREN, ss.**

**BE IT REMEMBERED**, on this 5<sup>th</sup> day of May, 2020, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tiffany Zindel, whose title is ~~President or Vice-President~~ County Administrator of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



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

Notary Public: [Signature]  
My Commission Expires: 12/26/2022

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

[Signature]  
By: Assistant Prosecutor

Date: 4/28/2020

Grantor: RONALD RUNYON JR. & PAMELA L. RUNYON  
Property Address: 9582 Whispering Stream Ct  
Parcel Number: 05-21-315-001  
Auditor's Account Number: 0315054

## WAIVER [OF APPRAISAL]

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

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

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

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

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

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

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

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

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

**OWNER:**

SIGNATURE: Ronald Runyon, Jr.

PRINTED NAME: Ronald Runyon, Jr.

DATE: 4/22/2020

**OWNER:**

SIGNATURE: Pamela L. Runyon

PRINTED NAME: Pamela L. Runyon

DATE: 4/22/2020

**EXHIBIT A**  
**WATER EASEMENT**  
Containing 0.0797 Total Acres

Situate in Section 27, Township 3 East, Range 5 North, M.Rs., Clearcreek Township, Warren County, Ohio and being part of the lands conveyed to Ronald Jr. & Pamela L. Runyon, as recorded in D.N. 2018-032215, and platted as Lot 490 per the subdivision of The Villages of Winding Creek, The Boulevards at Winding Creek Section Six, recorded in P.B. 97, Pages 23-25, on file at the Warren County Recorder's office located in Lebanon, Ohio, and being more particularly described as follows;

Beginning at a found 5/8" Iron Pin with yellow cap stamped CESO on the southwesterly corner of said lands of Ronald Jr. & Pamela L. Runyon, and on the northerly right-of-way line of Whispering Stream Court,

Thence leaving said right-of-way line of Whispering Stream Court and along the westerly line of said Lot 490, and the easterly line of Lot 489, North 20°08'02" East, a distance of 20.00 feet to the **True Point of Beginning**;

Thence continuing along the easterly line of said Lot 489, North 20°08'02" East, for a distance of 170.50 feet to a point in the southerly line of a tract of land conveyed to Villages of Winding Creek Master Property Owners Association, Inc. as recorded in D.N. 2018-006994, and being Lot 230-a of The Villages of Winding Creek. The Boulevards at Winding Creek Section Two – Revision One, recorded in P.B 95, Pages 91-93;

Thence along said southerly line of Lot 230-A, South 81°23'01" East, a distance of 20.41 feet to a point;

Thence leaving said Lot 230-A and through the aforesaid Lot 490 for the following two (2) courses:

1. South 20°08'02" West, a distance of 177.73 feet to a point;
2. On a non-tangent curve to the left with a radius of 65.00 feet, length of 20.33 feet, subtended by a chord bearing North 60°54'21" West, a distance of 20.25 feet to the **True Point of Beginning**.

Containing 0.0797 Acres of Land and being subject to all rights-of-way, easements, encumbrances, covenants, restrictions and other matters of record. North and Bearing system based on the Westerly line of Lot 490 as recorded in P.B. 97, Pages 23-25.

CESO, Inc.

---

Michael J. Wilson, PS #8281  
Date: 1-30-2020

LOT 230-A  
 THE VILLAGES OF  
 WINDING CREEK  
 THE BOULEVARDS  
 AT WINDING CREEK  
 SECTION TWO-REVISION ONE  
 P.B. 95, PG. 91-93



LOT 489

LOT 490  
 RONALD JR. &  
 PAMELA L. RUNYON  
 DOCUMENT NO.  
 2018-032215

$N 20^{\circ} 08' 02'' E$   
 170.50'

$S 20^{\circ} 08' 02'' W$   
 177.73'

WATER EASEMENT  
 CONTAINING - 0.0797  
 ACRES

THE VILLAGES OF  
 WINDING CREEK  
 THE BOULEVARDS  
 AT WINDING CREEK  
 SECTION SIX  
 P.B. 97, PG. 23-25

20' P.U.E.

P.O.B.  
 5/8" IRON PIN  
 FOUND WITH  
 CESO CAP

$R=65.00'$   
 $L=20.33'$   
 $T=10.25'$   
 $C=20.25'$   
 $B=N 60^{\circ} 54' 21'' W$   
 $\Delta = 017^{\circ} 55' 13''$

10' WIDE ELECTRIC EASEMENT

WHISPERING STREAM  
 COURT 30' R/W

**SURVEYOR**

MICHAEL J. WILSON, P.S.  
 CESO INC.  
 3801 RIGBY ROAD  
 SUITE 300  
 MIAMISBURG, OH 45342  
 (937) 435-8584



SCALE: 1" = 40'

**SURVEYOR'S NOTES**

1. NORTH AND BEARING SYSTEM BASED UPON THE WESTERLY LINE OF LOT 490 AS RECORDED IN PLAT BOOK 97, PAGES 23-25.
2. THIS EXHIBIT IS PREPARED TO SHOW THE LOCATION OF THE WATER EASEMENT AND DOES NOT CONSTITUTE A BOUNDARY SURVEY PER O.A.C. 4733-37

**WATER EASEMENT**

THE BOULEVARDS AT WINDING CREEK - SEC, 6

SEC 27, T3E, R6N M.Rs.  
 WARREN COUNTY, OHIO

CLEARCREEK TOWNSHIP

SCALE: 1" = 40'

DATE: 3-12-2020

DESIGN:

JEE

JOB NO.:

3853

DRAWN:

DAS

SHEET NO.:

CHECKED:

JKH



WWW.CESOINC.COM

1 OF 1



# Resolution

Number 20-0629

Adopted Date May 05, 2020

APPROVE EMERGENCY REPAIR TO THE GENERATOR AT DICKS CREEK

WHEREAS, the Sewer Department has encountered a non-functioning generator at the Dicks Creek lift station that is used to power the lift station in an event of lost power; and

WHEREAS, the repair is critical and time sensitive to maintain the safety and health of the residents whose wastewater is treated by that facility in case of a power outage; and

WHEREAS, a repair is needed to make the generator functional; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXX with Cummins Bridgeway in the amount \$2763.64 for repairs to the generator.

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jad

cc: Auditor   
Water/Sewer (file)

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

# Resolution

Number 20-0630

Adopted Date May 05, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/28/20 and 4/30/20 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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 20-0631

Adopted Date May 05, 2020

APPROVE A SIDEWALK BOND RELEASE FOR DIXON EAGLE'S POINTE, LLC AND FISCHER DEVELOPMENT CO., II, INC. (SUCCESSOR) FOR COMPLETION OF IMPROVEMENTS IN EAGLE'S POINTE, SECTION 1 SITUATED IN HAMILTON TOWNSHIP

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

## BOND RELEASE

|                |   |                                    |
|----------------|---|------------------------------------|
| Bond Number    | : | 07-002 (S)                         |
| Development    | : | Eagle's Pointe, Section 1          |
| Developer      | : | Dixon Eagle's Pointe, LLC          |
| Successor      | : | Fischer Development Co., II, Inc.  |
| Township       | : | Hamilton                           |
| Amount         | : | \$5,681.00                         |
| Surety Company | : | Bond Safeguard Ins. Co. (#5025557) |

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Fischer Dev., Co., Attn: Dave Stroup, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018  
Bond Safeguard Ins. Co, 900 S. Frontage Road, Suite 250, Woodridge, IL 60517  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-0632

Adopted Date May 05, 2020

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR DIXON EAGLE'S POINTE, LLC AND FISCHER DEVELOPMENT CO., II, INC. (SUCCESSOR) FOR COMPLETION OF IMPROVEMENTS IN EAGLE'S POINTE, SECTION 1 SITUATED IN HAMILTON TOWNSHIP

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

## BOND RELEASE

|                |   |                                    |
|----------------|---|------------------------------------|
| Bond Number    | : | 07-002 (P)                         |
| Development    | : | Eagle's Pointe, Section 1          |
| Developer      | : | Dixon Eagle's Pointe, LLC          |
| Successor      | : | Fischer Development Co., II, Inc.  |
| Township       | : | Hamilton                           |
| Amount         | : | \$26,491.72                        |
| Surety Company | : | Bond Safeguard Ins. Co. (#5025554) |

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Fischer Dev., Co., Attn: Dave Stroup, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018  
Bond Safeguard Ins. Co, 900 S. Frontage Road, Suite 250, Woodridge, IL 60517  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-0633

Adopted Date May 05, 2020

APPROVE TALON COURT IN EAGLE'S POINTE, SECTION 1 FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

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

| Street Number | Street Name | Street Width | Street Mileage |
|---------------|-------------|--------------|----------------|
| 2441-T        | Talon Court | 0'-29'-0'    | 0.101          |

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


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

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file

DRAWING NUMBER  
TABLE 6 FORM 51  
90-5  
NOT RECORDED - 1 FOOT SCALE, 1/4" = 1'-0"

DRAWING NUMBER  
TABLE 6 FORM 51  
90-5  
NOT RECORDED - 1 FOOT SCALE, 1/4" = 1'-0"

DRAWING NUMBER  
TABLE 6 FORM 51  
90-5  
NOT RECORDED - 1 FOOT SCALE, 1/4" = 1'-0"

DRAWING NUMBER  
TABLE 6 FORM 51  
90-5  
NOT RECORDED - 1 FOOT SCALE, 1/4" = 1'-0"

**OWNER'S CONSENT AND DEDICATION**

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF STREETS, THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL, AND FOR THE EXPRESS PURPOSE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS ON ADJACENT STREETS AND FOR PROVIDING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO: ENGE ENERGY, SPRINT, AT&T AND WARREN COUNTY COMMISSIONERS.

AS TO ALL: OWNER: DIXON EAGLE'S POINTE, LLC

NAME: Brian T. Byington  
BY: Brian T. Byington  
WITNESS: Brian T. Byington  
MANAGING MEMBER

STATE OF OHIO, COUNTY OF Hamilton

BE IT REMEMBERED THAT ON THE 29th DAY OF January, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME DIXON EAGLE'S POINTE, LLC BY BRIAN T. BYINGTON, MANAGING MEMBER, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN:

NAME: David L. Suter  
NOTARY PUBLIC  
STATE OF OHIO

AS TO ALL: LIENHOLDER: PEOPLES COMMUNITY BANK

NAME: Ryan L. Hack  
BY: Ryan L. Hack  
WITNESS: Ryan L. Hack

STATE OF OHIO, COUNTY OF Hamilton

BE IT REMEMBERED THAT ON THE 29th DAY OF January, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME PEOPLES COMMUNITY BANK BY Ryan L. Hack, who acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN:

NAME: Ryan L. Hack  
NOTARY PUBLIC  
STATE OF OHIO

DATE: January 29, 2007

BRIAN T. BYINGTON, MANAGING MEMBER OF DIXON EAGLE'S POINTE, LLC BEING DULY SWORN SAYS THAT ALL PERSONS AND CORPORATIONS TO THE BEST OF THEIR KNOWLEDGE INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LIENHOLDERS HAVE UNITED IN ITS EXECUTION.

BY: DIXON EAGLE'S POINTE, LLC  
BRIAN T. BYINGTON  
MANAGING MEMBER

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN:

NAME: David L. Suter  
NOTARY PUBLIC  
STATE OF OHIO

SUBJECT TO HOMEOWNERS RESTRICTIONS

THE ENTIRE PROPERTY SHOWN HEREIN AND ALL IMPROVEMENTS THEREON ARE SUBJECT TO THE RULES, REGULATIONS, COVENANTS, AND RESTRICTIONS OF THE EAGLE'S POINTE HOMEOWNERS ASSOCIATION AS RECORDED IN OFFICIAL RECORD BOOK PAGE 441 OF THE WARREN COUNTY, OHIO RECORDS AND ALSO SUBJECT TO ALL RECORDED AMENDMENTS AND SUPPLEMENTS TO THE EAGLE'S POINTE HOMEOWNERS ASSOCIATION DOCUMENTS WHICH MAY BE RECORDED FROM TIME TO TIME.

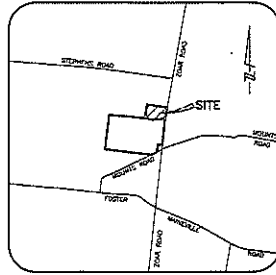
TOTAL LENGTH OF ROADWAY PLATTED: 335.14'

# RECORD PLAT EAGLE'S POINTE SECTION 1 CONTAINING 8.2070 ACRES

LOCATED IN

## MILITARY SURVEY 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO

JANUARY 2007



VICINITY MAP  
NOT TO SCALE

| LOT #          | SQWELL #      |
|----------------|---------------|
| OLD 68,972 AC. | 17-28-300-001 |
| NEW 1          | 17-28-265-001 |
| NEW 2          | 17-28-265-002 |
| NEW 3          | 17-28-265-003 |
| NEW 4          | 17-28-265-004 |
| NEW 5          | 17-28-265-005 |
| NEW 6          | 17-28-265-006 |
| NEW 7          | 17-28-265-007 |
| NEW 8          | 17-28-265-008 |
| NEW 9          | 17-28-265-009 |
| NEW 10         | 17-28-265-010 |
| NEW 11         | 17-28-265-011 |
| NEW 12         | 17-28-265-012 |
| NEW 13         | 17-28-265-013 |
| NEW 14         | 17-28-265-014 |
| NEW 15         | 17-28-265-015 |
| NEW 69,482 AC. | 17-28-300-016 |

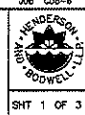
2/1/07

| AREA SUMMARY |            |
|--------------|------------|
| SECTION 1    | 7.4210 AC. |
| R/W          | 0.7860 AC. |
| TOTAL        | 8.2070 AC. |

OWNER/DEVELOPER  
DIXON EAGLE'S POINTE, LLC  
7324 JESSIE WAY  
HAMILTON, OHIO 45011  
(513) 887-6400

PREPARED BY  
HENDERSON AND BOWWELL, L.L.P.  
CONSULTING ENGINEERS  
3330 IRWIN-SIMPSON RD.  
MASON, OHIO 45040  
913-398-1728  
PLAINFIELD, NEW YORK  
516-933-8670

EAGLE'S POINTE  
SECTION 1  
LOCATED IN  
M.S. #3334  
HAMILTON TOWNSHIP  
WARREN COUNTY, OHIO



**COUNTY COMMISSIONERS**

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 29th DAY OF FEBRUARY, 2007.

COMMISSIONERS:

Commissioners' signatures and names.

**COUNTY RECORDER**

FILE NO. 615,993  
RECORDED ON THIS 29th DAY OF February, 2007 AT 10:00 AM.  
RECORDED IN THE 175th DAY OF February, 2007 AT 10:00 AM.  
RECORDED IN PLAT BOOK 72, PAGE 24, 25, 26.  
FEE: \$250.00

By: [Signature] Warren County Recorder

COUNTY AUDITOR

TRANSMITTED IN THIS 29th DAY OF February, 2007  
By: [Signature] Warren County Auditor

**DRAINAGE STATEMENT**

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES. THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT, UNTIL THE EXPIRATION OF THE PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, AS APPLICABLE, THE DEVELOPER (OR THEIR AGENT) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR REESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS, FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS AND SWAMP WARE.

**COUNTY ENGINEER**

I HEREBY APPROVE THIS PLAT ON THIS 31st DAY OF January, 2007  
[Signature] Warren County Engineer

**COUNTY SANITARY ENGINEER**

I HEREBY APPROVE THIS PLAT ON THIS 31st DAY OF January, 2007  
[Signature] Warren County Sanitary Engineer

**WARREN COUNTY REGIONAL PLANNING COMMISSION**

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 23rd DAY OF February, 2007  
[Signature] Executive Director

**HAMILTON TOWNSHIP ZONING INSPECTOR**

I HEREBY APPROVE THIS PLAT ON THIS 30th DAY OF January, 2007  
[Signature] Hamilton Township Zoning Inspector

**CERTIFICATE OF SURVEYOR**

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION ON 9-29-03 AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN AT THE TIME OF THE DEVELOPERS REQUEST.  
[Signature] Steven R. Pennington, P.S.  
REGISTERED SURVEYOR NO. 5-7215

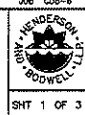


DEED REFERENCE  
I DEED REFERENCE TO MILITARY SURVEY #3334, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING A TOTAL 8.2070 ACRES AND BEING PART OF THE 68,972 ACRE TRACT AS COMVEYED TO DIXON EAGLE'S POINTE, LLC AS DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 4339, PAGE 441 WARREN COUNTY, OHIO.

JOB 020-6

PREPARED BY  
HENDERSON AND BOWWELL, L.L.P.  
CONSULTING ENGINEERS  
3330 IRWIN-SIMPSON RD.  
MASON, OHIO 45040  
913-398-1728  
PLAINFIELD, NEW YORK  
516-933-8670

EAGLE'S POINTE  
SECTION 1  
LOCATED IN  
M.S. #3334  
HAMILTON TOWNSHIP  
WARREN COUNTY, OHIO



SHT 1 OF 3

8-10000 PLAT/LINK/RECORD PLAT/ 11/20/2006 9:53:10 AM EST

PROVIDENCE I, LLC  
O.R. VOL. 4150 PG. 858  
THIRD TRACT  
44.25 AC. (ORIG.)  
20,2587 AC. REM. (C.R.)

PROVIDENCE I, LLC  
O.R. VOL. 4150 PG. 858  
SECOND TRACT  
11.20 AC.

77C, INC.  
O.R. VOL. 834 PG. 813  
80,7073 AC.

TIMOTHY J. GEDER  
O.R. VOL. 318 PG. 743  
S.R. VOL. 44 PLAT NO. 4  
3.03 AC.

SALT RUN, LLC  
O.R. VOL. 4228 PG. 878  
S.R. VOL. 126 PLAT NO. 27  
38,9068 AC.

DIXON EAGLE'S POINT, LLC  
O.R. VOL. 4339 PG. 441  
S.R. VOL. 129 PLAT NO. 65  
68.6722 AC. ORIG.  
-8,2070 AC. SEC 1  
60.4652 AC. REM.

THE MINIMUM FIRST FLOOR ELEVATION (FFE) AND THE MINIMUM OPENING ELEVATION (MOE) AS SHOWN HEREON ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR EAGLE'S POINT (FORMERLY STYLES I, PHASE 1) DATED 5/24/06 WITH DATE REVISED 10/09/06. FINAL FIRST FLOOR ELEVATIONS AND MINIMUM OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN, OPENING LOCATIONS AND THE FINAL GRADING AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.

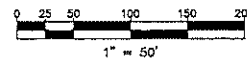
| LOT NO. | FFE   | BEAR. MOE | FRONT MOE |
|---------|-------|-----------|-----------|
| 1       | 827.2 |           |           |
| 2       | 828.7 | 828.8     | 828.8     |
| 3       | 828.7 | 828.8     | 828.8     |
| 4       | 828.3 |           |           |
| 5       | 831.3 |           |           |
| 6       | 831.4 |           |           |
| 7       | 831.4 | 828.0     |           |
| 8       | 831.2 | 824.0     |           |
| 9       | 831.2 | 821.0     |           |
| 10      | 830.8 | 821.0     |           |
| 11      | 830.1 | 821.0     |           |
| 12      | 828.3 | 821.0     |           |
| 13      | 828.0 | 821.0     |           |
| 14      | 828.2 | 823.1     | 824.4     |
| 15      | 828.2 | 823.1     | 824.4     |

FOR BENCHMARK, GRADING AND STORM DRAINAGE INFORMATION SEE THE ABOVE REFERENCED IMPROVEMENT PLANS.

NOTES:

- OCCUPATION IN GENERAL FITS SURVEY.
- THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
- ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- DOCUMENTS USED: AS SHOWN.
- + DENOTES 1/2" IRON PIN W/CAP OR MAG NAIL TO BE SET AT THE TIME OF THE DEVELOPERS REQUEST, UNLESS OTHERWISE NOTED.
- ⊙ DENOTES 1" IRON PIN W/CAP SET.
- DENOTES WIRE FENCE GENERALLY ALONG LINE.
- ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT TEN (10) FEET IN WIDTH ALONG ALL COMMON SIDE LOT LINES AND FIFTEEN (15) FEET IN WIDTH ALONG ALL COMMON REAR LOT LINES. THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.
- A DOUBLE DRIVEWAY SHALL BE PROVIDED FOR ALL RESIDENTIAL LOTS.
- SIDEWALKS ARE TO BE CONSTRUCTED ALONG BOTH SIDES OF ALL PUBLIC STREETS.
- DRIVEWAYS & SIDEWALKS SHALL BE 3' FROM ALL STRUCTURES, MANHOLES & VALVES.

| CURVE | LENGTH | RADIUS | DELTA      | CH BEARING  | CH DISTANCE |
|-------|--------|--------|------------|-------------|-------------|
| 1     | 76.81  | 50.00  | 68°01'17"  | S53°58'12"W | 68.48       |
| 2     | 31.32  | 35.00  | 91°18'04"  | N56°21'35"W | 30.31       |
| 3     | 22.98  | 35.00  | 284°28'09" | S92°58'50"W | 25.84       |
| 4     | 30.15  | 35.00  | 51°11'04"  | N72°19'18"E | 30.31       |
| 5     | 80.27  | 50.00  | 91°38'43"  | S53°01'48"E | 71.92       |
| 6     | 46.78  | 45.00  | 58°33'31"  | N55°28'51"W | 44.70       |
| 7     | 43.92  | 45.00  | 58°58'12"  | S51°46'48"W | 42.20       |
| 8     | 43.27  | 45.00  | 53°03'49"  | S58°16'21"W | 41.82       |
| 9     | 41.73  | 45.00  | 53°07'38"  | S47°50'19"E | 40.25       |
| 10    | 46.20  | 45.00  | 58°38'06"  | N78°37'49"E | 44.27       |



PREPARED BY  
HENDERSON AND BODWELL, L.L.P.  
CONSULTING ENGINEERS  
3330 IRWIN-SIMPSON RD.  
MASON, OHIO 43040  
935-388-1728  
PLAINVIEW, NEW YORK  
518-435-8470

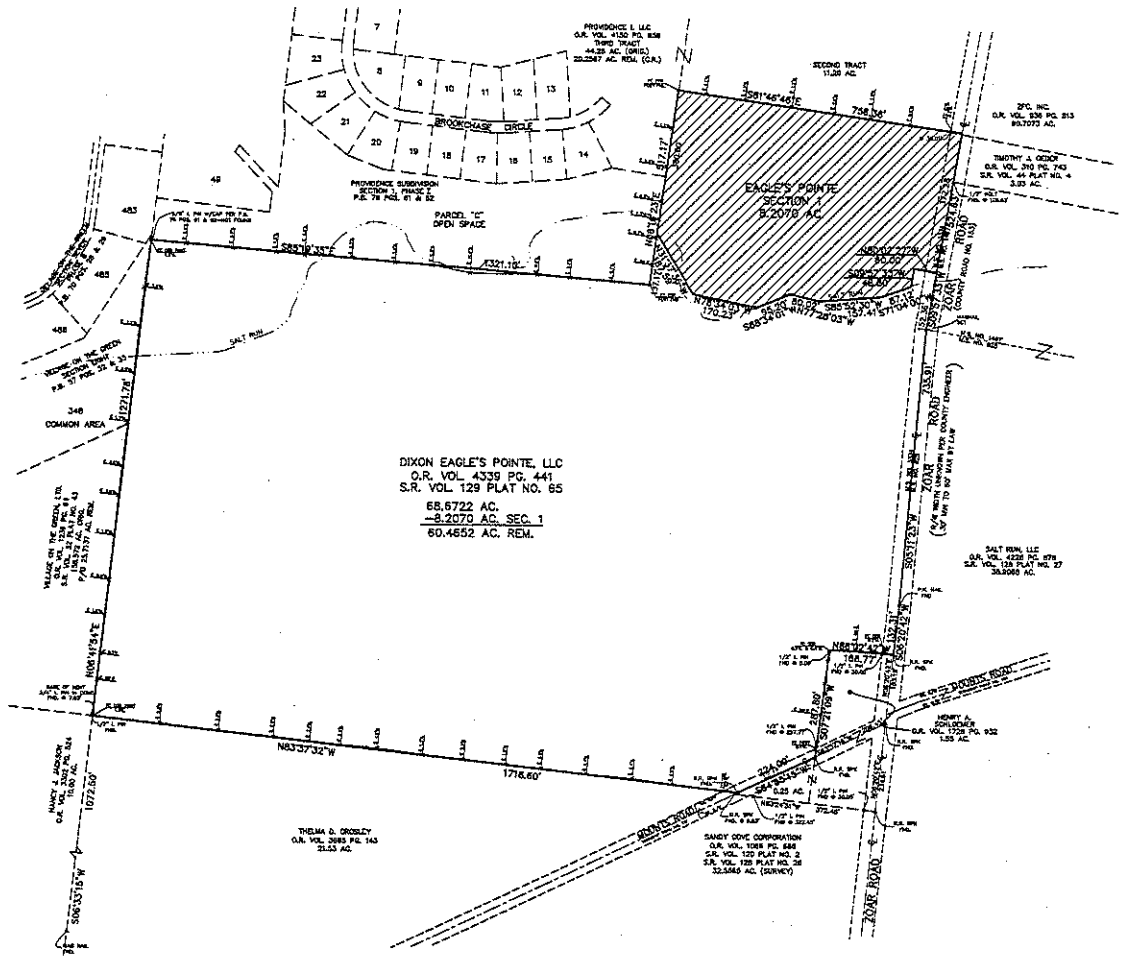
EAGLE'S POINT  
SECTION 1  
LOCATED IN  
M.S. #3334  
HAMILTON TOWNSHIP  
WARREN COUNTY, OHIO



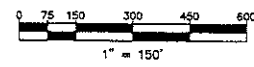
JIN: CDB-6

DWN BY SRT CKD BY SCALE: 1" = 50' DATE: JANUARY 2007 SHT 2 OF 3

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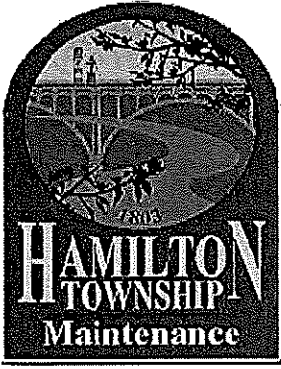
S.R. VOL. 129 PLAT NO. 65



|   |   |                    |
|---|---|--------------------|
| JOB NO. COB-6 SUPERIMPOSITION MAP   |   |                    |
| PREPARED BY<br><b>HENDERSON AND BODWELL, L.L.P.</b><br>CONSULTING ENGINEERS<br>3330 IRWIN-CAMPBELL RD.<br>MASON, OHIO 45040<br>513-348-1728<br>PLANNICK, NEW YORK<br>516-935-8870 | <b>EAGLE'S POINT SECTION 1</b><br>LOCATED IN<br>M.S. #3334<br>HAMILTON TOWNSHIP<br>WARREN COUNTY, OHIO<br>JNE COB-6 |                    |
| DWN BY  | SRT CKD BY  | SCALE: 1" = 50'    |
|   |   | DATE: JANUARY 2007 |
|   |   | SHT 3 OF 3         |

79-7





6/20/2018

Warren County Engineers Office  
c/o Jason Fisher/Sheliah Withrow  
105 Markey Road  
Lebanon, Ohio 45036

Dear Mr. Fisher/Ms. Withrow,

**HAMILTON TOWNSHIP  
ROAD DEPARTMENT**

Brent Centers - Administrator  
Kenny Hickey -  
Public Works Director  
Don Pelfrey - Road Supervisor  
Chris Walker - Mechanic

8373 Maineville Road  
Hamilton Township, Ohio 45039

Phone: (513) 683-5360  
Fax: (513) 683-5917

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**HAMILTON TOWNSHIP  
ELECTED OFFICIALS**

Darryl Cordrey - Trustee  
Joe Rozzi - Trustee  
Joe Walker - Trustee  
Jim Hunter - Fiscal Officer

7780 South State Route 48  
Hamilton Township, Ohio 45039

Phone: (513) 683-8520  
Fax: (513) 683-4325

---

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Hamilton Township does hereby accept the roads for maintenance within the following development, based upon your letter stating that all items complied in the punch list have been taken care of. To have had their final inspection by your office and our Public Works Director; found to be in compliance with all requirements, set forth by the County Engineer's Office and Hamilton Township's Public Works Director.

This would include, Eagles Point, Section 1 and 2A that has been required to be released by your department, in the unincorporated area of Hamilton Township.

If you have any questions feel free to contact the office.

Sincerely,

Hamilton Township  
Public Works Director

A handwritten signature in cursive script that reads "Kenny Hickey Jr.".

Kenny Hickey

# Resolution

Number 20-0634

Adopted Date May 05, 2020

APPROVE A SIDEWALK BOND RELEASE FOR DIXON EAGLE'S POINTE, LLC AND FISCHER DEVELOPMENT CO., II, INC. (SUCCESSOR) FOR COMPLETION OF IMPROVEMENTS IN EAGLE'S POINTE, SECTION 2, PHASE A SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Pedestrian Bridge is no longer required per approved revised Preliminary Plan combining Providence Subdivision and Eagle's Pointe and relocation of the walking path internally, and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following sidewalk and pedestrian bridge bond release:

## BOND RELEASE

|                |   |  |
|----------------|---|--|
| Bond Number    | : | 07-031 (S)   |
| Development    | : | Eagle's Pointe, Section 2, Phase A (and pedestrian bridge) |
| Developer      | : | Dixon Eagle's Pointe, LLC                                  |
| Successor      | : | Fischer Development Co., II, Inc.                          |
| Township       | : | Hamilton   |
| Amount         | : | \$53,000.00  |
| Surety Company | : | Bond Safeguard Ins. Co. (#5029350)                         |

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Fischer Dev., Co., Attn: Dave Stroup, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018  
Bond Safeguard Ins. Co, 900 S. Frontage Road, Suite 250, Woodridge, IL 60517  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-0635

Adopted Date May 05, 2020

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR DIXON EAGLE'S POINTE, LLC AND FISCHER DEVELOPMENT CO., II, INC. (SUCCESSOR) FOR COMPLETION OF IMPROVEMENTS IN EAGLE'S POINTE, SECTION 2, PHASE A SITUATED IN HAMILTON TOWNSHIP

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

## BOND RELEASE

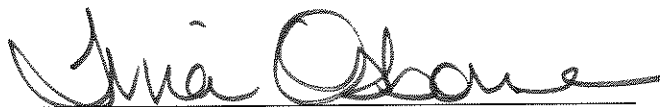
|                |   |   |
|----------------|---|---|
| Bond Number    | : | 07-030 (P)  |
| Development    | : | Eagle's Pointe, Section 2, Phase A (Zoar Road Improvements) |
| Developer      | : | Dixon Eagle's Pointe, LLC                                   |
| Successor      | : | Fischer Development Co., II, Inc.                           |
| Township       | : | Hamilton  |
| Amount         | : | \$103,604.96  |
| Surety Company | : | Bond Safeguard Ins. Co. (#5029351)                          |

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Fischer Dev., Co., Attn: Dave Stroup, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018  
Bond Safeguard Ins. Co, 900 S. Frontage Road, Suite 250, Woodridge, IL 60517  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-0636

Adopted Date May 05, 2020

APPROVE EAGLE BOULEVARD, EAGLE COURT, AND SOARING WAY IN EAGLE'S POINTE, SECTION 2, PHASE A FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

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

| Street Number | Street Name     | Street Width | Street Mileage |
|---------------|-----------------|--------------|----------------|
| 2475-T        | Eagle Boulevard | 0'-29'-0"    | 0.113          |
| 2476-T        | Eagle Court     | 0'-29'-0"    | 0.158          |
| 2477-T        | Soaring Way     | 0'-29'-0"    | 0.152          |

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

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

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file

**OWNER'S CONSENT AND DEDICATION**

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE, TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL, AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF OTHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO: DUKE ENERGY, EMBORO, TIME-WARNER CABLE, WESTERN WATER COMPANY AND WARREN COUNTY COMMISSIONERS

AS TO ALL: OWNER: DIXON EAGLE'S POINTE, LLC

NAME: [Signature] BY: [Signature]  
 NAME: Brian T. Byington, Managing Member  
 NAME: [Signature] BY: [Signature]  
 NAME: Brian T. Byington, Managing Member

STATE OF OHIO, COUNTY OF COLUMBIA SS:  
 BE IT REMEMBERED THAT ON THIS 10th DAY OF October, 2007  
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID  
 COUNTY AND STATE, PERSONALLY CAME DIXON EAGLE'S POINTE, LLC BY  
 BRIAN T. BYINGTON, MANAGING MEMBER, WHO ACKNOWLEDGED THE SIGNING  
 AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE  
 DAY AND DATE ABOVE WRITTEN:

NAME: [Signature] MY COMMISSION EXPIRES  
 NOTARY PUBLIC  
 STATE OF OHIO



AS TO ALL: LIENHOLDER: PEOPLES COMMUNITY BANK

NAME: [Signature] BY: [Signature]  
 NAME: Kevin W. Korman  
 NAME: [Signature] BY: [Signature]  
 NAME: Matthew R. Lewis

STATE OF OHIO, COUNTY OF COLUMBIA SS:  
 BE IT REMEMBERED THAT ON THIS 30th DAY OF September, 2007  
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID  
 COUNTY AND STATE, PERSONALLY CAME PEOPLES COMMUNITY BANK BY  
 KEVIN W. KORMAN, WHO ACKNOWLEDGED  
 THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE  
 DAY AND DATE ABOVE WRITTEN:

NAME: [Signature] MY COMMISSION EXPIRES  
 NOTARY PUBLIC  
 STATE OF OHIO



DATE: August 27, 2007, SS:  
 STATE OF OHIO, COUNTY OF COLUMBIA  
 BRIAN T. BYINGTON, MANAGING MEMBER OF DIXON EAGLE'S POINTE, LLC, BEING DULY  
 KNOWN TO ME AS BEING AN INDIVIDUAL AND CORPORATION TO THE BEST OF HIS KNOWLEDGE  
 INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LIENHOLDERS HAVE UNITED IN  
 ITS EXECUTION.

BY: DIXON EAGLE'S POINTE, LLC  
 BY: BRIAN T. BYINGTON, MANAGING MEMBER  
[Signature]  
 BRIAN T. BYINGTON, MANAGING MEMBER



IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE  
 DAY AND DATE ABOVE WRITTEN:

NAME: [Signature] MY COMMISSION EXPIRES  
 NOTARY PUBLIC  
 STATE OF OHIO

**SUBJECT TO HOMEOWNERS RESTRICTIONS**

THE ENTIRE PROPERTY SHOWN HEREIN AND ALL IMPROVEMENTS THEREON ARE SUBJECT TO THE RULES, REGULATIONS, COVENANTS, AND RESTRICTIONS OF THE DIXON EAGLE'S POINTE HOMEOWNERS ASSOCIATION AS RECORDED IN OFFICIAL RECORD BOOK 4336, PAGE 317 OF THE WARREN COUNTY, OHIO RECORDS AND ALSO SUBJECT TO ALL RECORDED AMENDMENTS AND SUPPLEMENTS TO THE DIXON EAGLE'S POINTE HOMEOWNERS ASSOCIATION DOCUMENTS WHICH MAY BE RECORDED FROM TIME TO TIME.

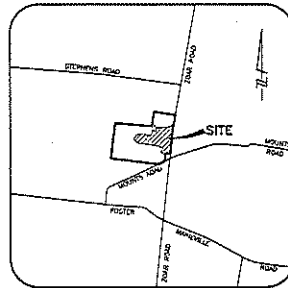
# RECORD PLAT EAGLE'S POINTE SECTION 2 PHASE A

CONTAINING 16.9240 ACRES

LOCATED IN

MILITARY SURVEY 3334  
 HAMILTON TOWNSHIP  
 WARREN COUNTY, OHIO

JULY 2007



VICINITY MAP  
 NOT TO SCALE

| LOT #           | SQWELL #      | LOT #           | SQWELL #      |
|-----------------|---------------|-----------------|---------------|
| OLD 60.4652 AC. | 17-26-300-016 | NEW 34          | 17-26-335-015 |
| NEW 16          | 17-26-300-001 | NEW 35          | 17-26-335-016 |
| NEW 17          | 17-26-300-002 | NEW 36          | 17-26-335-017 |
| NEW 18          | 17-26-300-003 | NEW 37          | 17-26-335-018 |
| NEW 19          | 17-26-300-004 | NEW 38          | 17-26-335-019 |
| NEW 20          | 17-26-335-001 | NEW 39          | 17-26-335-020 |
| NEW 21          | 17-26-335-002 | NEW 40          | 17-26-335-021 |
| NEW 22          | 17-26-335-003 | NEW 41          | 17-26-335-022 |
| NEW 23          | 17-26-335-004 | NEW 42          | 17-26-335-023 |
| NEW 24          | 17-26-335-005 | NEW 43          | 17-26-335-024 |
| NEW 25          | 17-26-335-006 | NEW 44          | 17-26-335-025 |
| NEW 26          | 17-26-335-007 | NEW 45          | 17-26-335-026 |
| NEW 27          | 17-26-335-008 | NEW 46          | 17-26-335-027 |
| NEW 28          | 17-26-335-009 | NEW 47          | 17-26-335-028 |
| NEW 29          | 17-26-335-010 | NEW 48          | 17-26-335-029 |
| NEW 30          | 17-26-335-011 | NEW 49          | 17-26-335-030 |
| NEW 31          | 17-26-335-012 | NEW 50          | 17-26-335-031 |
| NEW 32          | 17-26-335-013 | NEW 51          | 17-26-335-032 |
| NEW 33          | 17-26-335-014 | NEW 52          | 17-26-335-033 |
|                 |               | REM 43.5412 AC. | 17-26-300-017 |

| LENGTH OF ROADWAY PLATTED |         |
|---------------------------|---------|
| EAGLE'S POINTE            | 368.88  |
| EAGLE COURT               | 838.91  |
| SHARING WAY               | 803.30  |
| TOTAL                     | 2011.09 |

| AREA SUMMARY      |            |
|-------------------|------------|
| SECTION 2 PHASE A |            |
| LOTS              | 14,278 AC. |
| R/W               | 2,647 AC.  |
| TOTAL             | 16,924 AC. |

OWNER/DEVELOPER  
 DIXON EAGLE'S POINTE, LLC  
 7524 GESSNER RD.  
 HAMILTON, OHIO 43011  
 (615) 867-9400

**COUNTY COMMISSIONERS**

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF October, 2007

COMMISSIONERS:  
[Signature]  
[Signature]

**COUNTY RECORDER**

FILE NO. 668188  
 RECEIVED ON THIS 10th DAY OF October, 2007 AT 10:30 AM  
 RECORDED ON THIS 10th DAY OF October, 2007 AT 11:00 AM  
 RECORDED IN PLAT BOOK 30, PAGES 14, 15, 16, 17, 18, 19, 20  
 FEE: 251.00

BY: [Signature] [Signature]  
 DEPUTY DEPUTY  
 COUNTY AUDITOR WARREN COUNTY RECORDER

TRANSFERRED IN THIS 10 DAY OF October, 2007

BY: [Signature] [Signature]  
 DEPUTY DEPUTY  
 COUNTY AUDITOR WARREN COUNTY RECORDER

**DRAINAGE STATEMENT**

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT, UNTIL THE EXPIRATION OF THE PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, AS APPLICABLE. THE DEVELOPER (OR THEIR AGENT) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR REESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS, FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE EASEMENTS OR CHANNELS DESIGNATED AS "DRAINAGE EASEMENTS" ON THIS PLAT, EXCEPT AS STIPULATED ABOVE, WITH RESPECT TO DEVELOPER MAINTENANCE. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER, WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SAND, STRUCTURES, DETENTION/RETENTION BASINS AND SLUMP BASINS.

**COUNTY ENGINEER**

I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF September, 2007  
[Signature]  
 WARREN COUNTY ENGINEER

**COUNTY SANITARY ENGINEER**

I HEREBY APPROVE THIS PLAT ON THIS 27th DAY OF September, 2007  
[Signature]  
 WARREN COUNTY SANITARY ENGINEER

**WARREN COUNTY REGIONAL PLANNING COMMISSION**

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 2nd DAY OF October, 2007  
[Signature]  
 EXECUTIVE DIRECTOR

**HAMILTON TOWNSHIP ZONING INSPECTOR**

I HEREBY APPROVE THIS PLAT ON THIS 5th DAY OF September, 2007  
[Signature]  
 HAMILTON TOWNSHIP ZONING INSPECTOR

**CERTIFICATE OF SURVEYOR**

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION ON 9-26-07 AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN AT THE TIME OF THE DEVELOPERS REQUEST.  
[Signature]  
 STEVEN R. PENNINGTON, P.S.  
 REGISTERED SURVEYOR NO. 5-7215



**DEED REFERENCE**

SITUATED IN MILITARY SURVEY #3334, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING A TOTAL OF 16.9240 ACRES AND BEING PART OF THE REMAINING 60.4652 ACRES OF THE ORIGINAL 68.7228 ACRE TRACT AS CONVEYED TO DIXON EAGLE'S POINTE, LLC AS DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 4339, PAGE 441 WARREN COUNTY, OHIO.

PREPARED BY  
 HENDERSON AND BODWELL, L.L.P.  
 CONSULTING ENGINEERS  
 3330 IRWIN-SIMPSON RD.  
 HAMILTON, OHIO 45040  
 513-388-1728  
 PLAINVIEW, NEW YORK  
 914-933-8870

**EAGLE'S POINTE**  
 SECTION 2  
 PHASE A  
 LOCATED IN  
 M.S. #3334  
 HAMILTON TOWNSHIP  
 WARREN COUNTY, OHIO



SHT 1 OF 3

THE MINIMUM FIRST FLOOR ELEVATION (FFE) AND THE MINIMUM FINISH ELEVATION (MFE) AS SHOWN HEREON ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR EAGLE'S POINTE (FORMERLY PART OF STRYKER I), SECTION 2 DATED 4/25/21 WITH DATE REVISION 7/24/22. FINAL FIRST FLOOR ELEVATIONS AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN, OPENING LOCATIONS AND THE FINAL DRAINAGE AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.

| LOT | FFE   | REAR MDE | FRONT MDE       | LOT | FFE   | REAR MDE        | FRONT MDE |
|-----|-------|----------|-----------------|-----|-------|-----------------|-----------|
| 16  | 840.0 |          |                 | 36  | 837.0 |                 |           |
| 17  | 841.8 |          |                 | 37  | 837.8 |                 |           |
| 18  | 841.8 |          |                 | 38  | 836.7 |                 |           |
| 19  | 843.1 |          |                 | 39  | 840.0 |                 |           |
| 20  | 840.4 |          |                 | 40  | 834.8 |                 |           |
| 21  | 840.3 |          |                 | 41  | 831.0 | 826.9 (WEST PL) |           |
| 22  | 839.2 |          |                 | 42  | 830.7 | 826.8 (EAST PL) |           |
| 23  | 836.0 |          |                 | 43  | 832.1 |                 |           |
| 24  | 837.1 |          |                 | 44  | 833.0 |                 |           |
| 25  | 836.2 |          |                 | 45  | 831.5 | 821.0           | 828.7     |
| 26  | 835.5 |          |                 | 46  | 830.7 | 821.0           | 828.9     |
| 27  | 835.5 |          |                 | 47  | 831.3 | 822.0           |           |
| 28  | 835.7 |          |                 | 48  | 832.3 | 822.5           |           |
| 29  | 835.4 | 833.0    | 833.6           | 49  | 833.1 |                 |           |
| 30  | 835.4 | 832.5    | 833.8           | 50  | 836.7 |                 |           |
| 31  | 835.4 | 832.4    | 833.6           | 51  | 839.7 |                 |           |
| 32  | 835.4 |          | 833.6 (EAST PL) | 52  | 844.0 |                 |           |
| 33  | 835.4 |          | 833.6 (WEST PL) |     |       |                 |           |
| 34  | 835.2 |          |                 |     |       |                 |           |
| 35  | 836.1 |          |                 |     |       |                 |           |

FOR BENCHMARK GRAVING AND STORM DRAINAGE INFORMATION SEE THE ABOVE RETIENCED IMPROVEMENT PLAN.

DIXON EAGLE'S POINTE, LLC  
O.R. VOL. 4339 PG. 441  
S.R. VOL. 129 PLAT NO. 85  
65.6722 AC. ORG.  
-8.2070 AC. SEC. 1  
-16.8240 AC. SEC. 2 P.H. A  
43.5412 AC. REM.

R=1030.00' L=21.09'  
Δ=1°10'23"  
CHB=579°09'20"E  
CH=21.09'

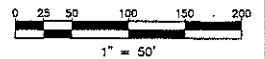
DIXON EAGLE'S POINTE, LLC  
O.R. VOL. 4339 PG. 441  
S.R. VOL. 129 PLAT NO. 85  
65.6722 AC. ORG.  
-8.2070 AC. SEC. 1  
-16.8240 AC. SEC. 2 P.H. A  
43.5412 AC. REM.

R=485.00' L=136.10'  
Δ=16°04'41"  
CHB=N29°03'08"E  
CH=135.85'

R=35.00' L=1.79'  
Δ=2°55'58"  
CHB=N38°33'27"E  
CH=1.79'

- NOTES:
- OCCUPATION IN GENERAL FITS SURVEY.
  - THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
  - ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
  - DOCUMENTS USED AS SHOWN.
  - ⊕ DENOTES 1/2" IRON PIN W/CAP OR HAG SET PER P.B. 78 PGS. 5-7, UNLESS OTHERWISE NOTED.
  - ⊙ DENOTES 1" IRON PIN W/CAP SET.
  - ⊖ DENOTES 1/2" IRON PIN W/CAP OR HAG NAIL SET PER P.B. 78 PGS. 5-7, UNLESS OTHERWISE NOTED.
  - ⊕ DENOTES WIRE FENCE GENERALLY ALONG LINE.
  - ⊕ DENOTES BOARD FENCE GENERALLY ALONG LINE.
  - ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT TEN (10) FEET IN WIDTH ALONG ALL COMMON REAR LOT LINES, THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.
  - A COURSE DRAINWAY SHALL BE PROVIDED FOR ALL RESIDENTIAL LOTS.
  - SIDEWALKS ARE TO BE CONSTRUCTED ALONG BOTH SIDES OF ALL PUBLIC STREETS.
  - DRAINWAYS & SIDEWALKS SHALL BE 3' FROM ALL STRUCTURES, MANHOLES & VALVES.
  - THE 'S' PRIVATE SANITARY SEWER ESENT, ALONG LOT 18/19 IS FOR THE BENEFIT OF THE CURRENT AND FUTURE OWNERS OF PARCEL 17-28-400-001.
  - Drainway shall be limited to separate storm water.

| CURVE TABLE |          |          |          |             | CURVE TABLE |          |          |          |             |
|-------------|----------|----------|----------|-------------|-------------|----------|----------|----------|-------------|
| CURVE       | DELTA    | LENGTH   | RADIUS   | CHD. BRG.   | CURVE       | DELTA    | LENGTH   | RADIUS   | CHD. BRG.   |
| 1           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 1           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 2           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 2           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 3           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 3           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 4           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 4           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 5           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 5           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 6           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 6           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 7           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 7           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 8           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 8           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 9           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 9           | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 10          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 10          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 11          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 11          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 12          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 12          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 13          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 13          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 14          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 14          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 15          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 15          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 16          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 16          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 17          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 17          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 18          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 18          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 19          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 19          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 20          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 20          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 21          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 21          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 22          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 22          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 23          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 23          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 24          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 24          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 25          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 25          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 26          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 26          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 27          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 27          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 28          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 28          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 29          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 29          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 30          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 30          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 31          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 31          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 32          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 32          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 33          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 33          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 34          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 34          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |
| 35          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W | 35          | 120.0000 | 100.0000 | 300.0000 | N75°00'00"W |



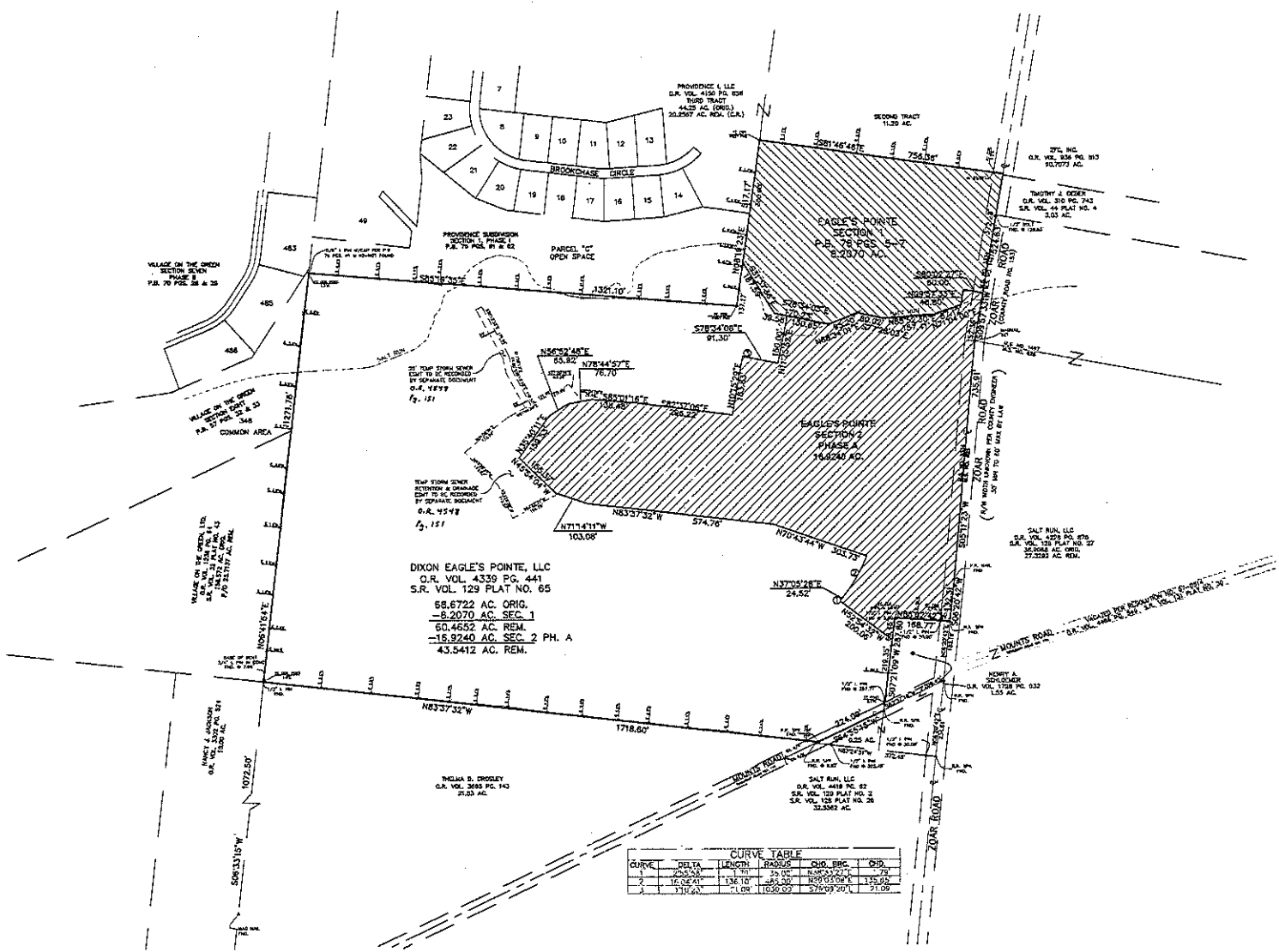
JOB COPIES

**EAGLE'S POINTE**  
SECTION 2  
PHASE A  
LOCATED IN  
M.S. #1334  
HAMILTON TOWNSHIP  
WARREN COUNTY, OHIO

PREPARED BY  
**HENDERSON AND BOWELL, LLP.**  
CONSULTING ENGINEERS  
3500 SHILOH-SHARON RD.  
M.S. #1334  
PLAINVIEW, NEW YORK  
914-755-8810

DATE: 11/20/24  
SHEET 2 OF 3

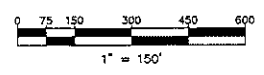
S.R. VOL. 129 PLAT NO. 65



**DIXON EAGLE'S POINTE, LLC**  
 O.R. VOL. 4339 PG. 441  
 S.R. VOL. 129 PLAT NO. 65  
 58.6722 AC. ORIG.  
 -8.2070 AC. SEC. 1  
 60.4652 AC. REM.  
 -15.9240 AC. SEC. 2 PH. A  
 43.5412 AC. REM.

**CURVE TABLE**


| CURVE | DELTA   | LENGTH  | RADIUS  | CHORD BEC. | CHORD   |
|-------|---------|---------|---------|------------|---------|
| 1     | 225.00° | 110.00' | 100.00' | 100.00'    | 110.00' |
| 2     | 126.00° | 118.10' | 85.30'  | 109.00'    | 115.00' |
| 3     | 110.00° | 11.00'  | 100.00' | 100.00'    | 110.00' |



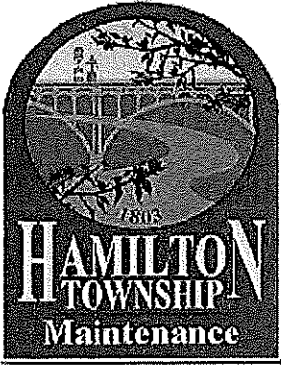
**SUPERIMPOSITION MAP**

|  |  |
|--|--|
| <p>PREPARED BY<br/> <b>HENDERSON AND BODWELL, L.L.P.</b><br/>         CONSULTING ENGINEERS<br/>         3530 IRWIN-SIMPSON RD.<br/>         MASON, OHIO 45040<br/>         513-395-1728<br/>         PLAINVIEW, NEW YORK<br/>         516-935-8870</p> | <p><b>EAGLE'S POINTE</b><br/>         SECTION 2<br/>         PHASE A<br/>         LOCATED IN<br/>         U.S. #3334<br/>         HAMILTON TOWNSHIP<br/>         WARREN COUNTY, OHIO</p> |
|--|--|

JOB C08-6



SHT 3 OF 3



6/20/2018

Warren County Engineers Office  
c/o Jason Fisher/Shelia Withrow  
105 Markey Road  
Lebanon, Ohio 45036

Dear Mr. Fisher/Ms. Withrow,

**HAMILTON TOWNSHIP  
ROAD DEPARTMENT**

Brent Centers - Administrator,  
Kenny Hickey -  
Public Works Director  
Don Pelfrey - Road Supervisor  
Chris Walker - Mechanic

8373 Maineville Road  
Hamilton Township, Ohio 45039

Phone: (513) 683-5360  
Fax: (513) 683-5917

=====  
==  
**HAMILTON TOWNSHIP  
ELECTED OFFICIALS**

Darryl Cordrey - Trustee  
Joe Rozzi - Trustee  
Joe Walker - Trustee  
Jim Hunter - Fiscal Officer

7780 South State Route 48  
Hamilton Township, Ohio 45039

Phone: (513) 683-8520  
Fax: (513) 683-4325  
=====

Hamilton Township does hereby accept the roads for maintenance within the following development, based upon your letter stating that all items complied in the punch list have been taken care of. To have had their final inspection by your office and our Public Works Director; found to be in compliance with all requirements, set forth by the County Engineer's Office and Hamilton Township's Public Works Director.

This would include, Eagles Point, Section 1 and 2A that has been required to be released by your department, in the unincorporated area of Hamilton Township.

If you have any questions feel free to contact the office.

Sincerely,

Hamilton Township  
Public Works Director

A handwritten signature in black ink that reads 'Kenny Hickey Jr.' The signature is written in a cursive, slightly slanted style.

Kenny Hickey



# Resolution

Number 20-0637

Adopted Date May 05, 2020

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR HOPEWELL VALLEY DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION THREE SITUATED IN HAMILTON TOWNSHIP

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

### BOND RELEASE

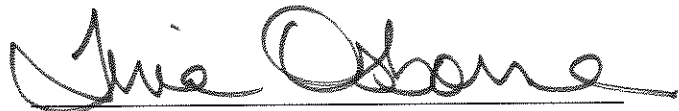
|                |   |  |
|----------------|---|--|
| Bond Number    | : | 15-026 (P-M)                                   |
| Development    | : | The Villages of Hopewell Valley, Section Three |
| Developer      | : | Hopewell Valley Development, LLC               |
| Township       | : | Hamilton                                       |
| Amount         | : | \$21,693.40                                    |
| Surety Company | : | Cincinnati Insurance, Co.                      |

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Hopewell Valley Dev., LLC Attn: Daniel Rolfes, 1252 Goshen Pike, Milford, OH 45150  
Cincinnati Insurance Co., Attn: Donna Julliard, 6200 S Gilmore Rd., Fairfield, OH 45014  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-0638

Adopted Date May 05, 2020

APPROVE A SIDEWALK BOND RELEASE FOR HOPEWELL VALLEY DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION THREE SITUATED IN HAMILTON TOWNSHIP

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

## BOND RELEASE

|                |   |  |
|----------------|---|--|
| Bond Number    | : | 15-026 (S-M)                                   |
| Development    | : | The Villages of Hopewell Valley, Section Three |
| Developer      | : | Hopewell Valley Development, LLC               |
| Township       | : | Hamilton                                       |
| Amount         | : | \$5,300.00                                     |
| Surety Company | : | Cincinnati Insurance, Co.                      |

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Hopewell Valley Dev., LLC Attn: Daniel Rolfes, 1252 Goshen Pike, Milford, OH 45150  
Cincinnati Insurance Co., Attn: Donna Julliard, 6200 S Gilmore Rd., Fairfield, OH 45014  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-0639

Adopted Date May 05, 2020

APPROVE ARTISAN WAY IN THE VILLAGES OF HOPEWELL VALLEY, SECTION THREE FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

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

| Street Number | Street Name | Street Width | Street Mileage |
|---------------|-------------|--------------|----------------|
| 2520-T        | Artisan Way | 0'-29'-0"    | 0.084          |

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

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

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file



| Lot # | Acres  | S.F.  |
|-------|--------|-------|
| 166   | 0.3425 | 14916 |
| 169   | 0.2894 | 12561 |
| 170   | 0.2804 | 12242 |
| 171   | 0.2647 | 11539 |
| 172   | 0.2855 | 12544 |
| 173   | 0.2889 | 12708 |
| 174   | 0.2813 | 12395 |
| 175   | 0.3124 | 13607 |
| 176   | 0.2783 | 12325 |
| 177   | 0.2889 | 12428 |
| 178   | 0.2545 | 11028 |
| 179   | 0.2553 | 11059 |
| 180   | 0.2589 | 11474 |
| 181*  | 0.7520 | 32689 |

**LEGEND**

- ⊕ 3/4" I.D. Circle 1/4" = 10' Radius of Curvature
- 1/2" I.D. Circle 1/4" = 5' Radius of Curvature
- △ 1/4" I.D. Triangle 1/4" = 10' Radius of Curvature
- ⊙ 3/4" I.D. Circle 1/4" = 30' Long 1/4" = 10' Radius of Curvature
- ⊙ 3/4" I.D. Circle 1/4" = 30' Long 1/4" = 10' Radius of Curvature
- ▨ 1/4" I.D. Square 1/4" = 10' Radius of Curvature
- ▨ 1/4" I.D. Square 1/4" = 10' Radius of Curvature
- ▨ 1/4" I.D. Square 1/4" = 10' Radius of Curvature

| Line | Direction   | Distance |
|------|-------------|----------|
| L-1  | S89°14'33"E | 53.02'   |
| L-2  | S09°33'38"E | 30.00'   |
| L-3  | S27°01'38"W | 40.59'   |

| Line | Direction   | Distance |
|------|-------------|----------|
| E-1  | S19°52'27"E | 23.00'   |
| E-2  | N89°14'33"E | 11.16'   |
| E-3  | S89°14'33"E | 23.00'   |
| E-4  | N27°01'38"W | 20.00'   |
| E-5  | N89°14'33"E | 13.00'   |

| Curve | Delta     | Radius   | Length  | Chord               |
|-------|-----------|----------|---------|---------------------|
| C-1   | 4°21'41"  | 1415.00' | 107.71' | 501°25'24"E 107.69' |
| C-2   | 85°02'35" | 34.50'   | 53.01'  | S40°25'03"W 47.85'  |
| C-3   | 85°02'35" | 34.50'   | 53.01'  | S51°32'22"E 47.85'  |
| C-4   | 4°09'01"  | 1415.00' | 102.50' | S09°35'35"E 102.47' |

| Curve | Delta     | Radius | Length | Chord              |
|-------|-----------|--------|--------|--------------------|
| C-5   | 89°59'57" | 36.50' | 3.57'  | N89°11'37"E 3.19'  |
| C-6   | 10°00'03" | 36.50' | 4.22'  | N89°58'23"E 4.87'  |
| C-7   | 20°00'06" | 36.50' | 21.11' | N89°57'09"E 23.81' |
| C-8   | 18°00'05" | 36.50' | 8.87'  | N89°52'12"E 9.87'  |
| C-9   | 10°00'03" | 36.50' | 8.88'  | N89°52'12"E 9.87'  |
| C-10  | 77°00'03" | 65.00' | 80.57' | S11°00'03"E 36.18' |
| C-11  | 27°00'03" | 65.00' | 42.87' | S89°59'39"W 43.17' |
| C-12  | 82°00'03" | 65.00' | 31.38' | N77°00'03"E 21.11' |
| C-13  | 11°00'03" | 34.50' | 31.60' | N89°58'23"E 36.87' |
| C-14  | 27°00'03" | 34.50' | 31.60' | S11°00'03"E 21.11' |
| C-15  | 74°00'03" | 34.50' | 33.14' | N89°58'23"E 36.87' |

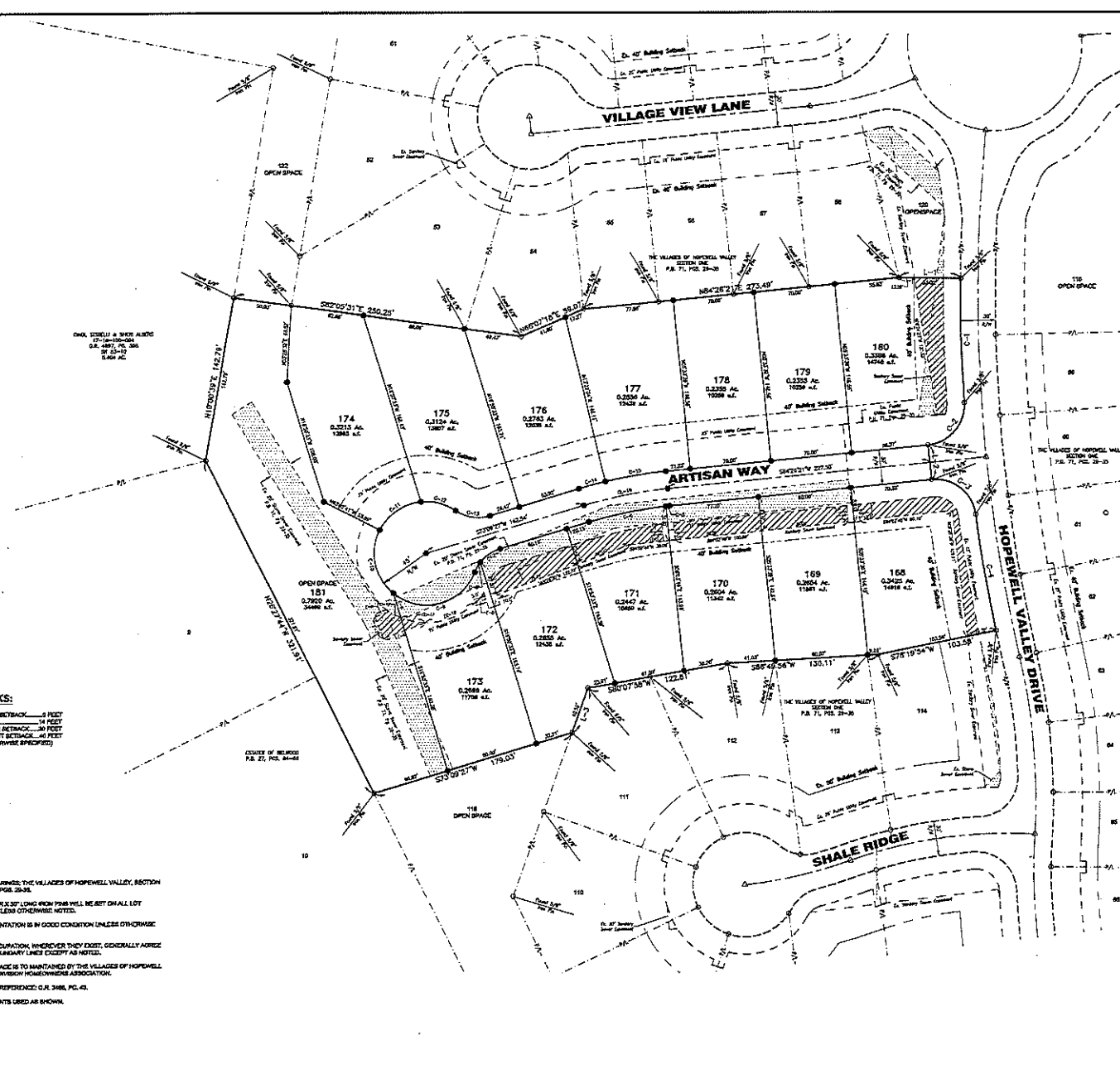
| Curve | Delta      | Radius  | Length | Chord              |
|-------|------------|---------|--------|--------------------|
| CL-15 | 171°15'37" | 375.00' | 73.84' | S29°47'54"W 73.12' |

| Curve | Delta      | Radius | Length | Chord              |
|-------|------------|--------|--------|--------------------|
| CL-17 | 252°11'41" | 65.00' | 21.57' | S29°02'17"E 21.48' |
| CL-18 | 41°00'03"  | 65.00' | 46.21' | N89°14'33"E 45.89' |
| CL-19 | 37°00'03"  | 65.00' | 15.42' | S29°47'54"E 15.41' |

**SETBACKS:**  
 MINIMUM SIDE SETBACK - 4 FEET  
 TOTAL - 14 FEET  
 MINIMUM FRONT SETBACK - 30 FEET  
 MINIMUM FRONT SETBACK - 40 FEET  
 (UNLESS OTHERWISE SPECIFIED)

**NOTES**

- BASE OF BEARING: THE VILLAGES OF HOPEWELL VALLEY, SECTION ONE, P.B. 71, PGS. 28-30.
- 6" I.D. DIAMETER X 30" LONG PIPES WILL BE SET ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- ALL ADJACENT LOTS ARE IN GOOD CONDITION UNLESS OTHERWISE SHOWN.
- LINE OF OCCUPATION, WHEREVER THEY EXIST, GENERALLY AGREE WITH THE BOUNDARY LINES EXCEPT AS NOTED.
- ALL OPEN SPACE IS TO MAINTAINED BY THE VILLAGES OF HOPEWELL VALLEY SUBDIVISION HOMEOWNERS ASSOCIATION.
- PRIOR DEED REFERENCE: C.J. 348, PG. 42.
- ALL DOCUMENTS USED AS SHOWN.



Scale: 1" = 40'

---

**THE VILLAGES OF HOPEWELL VALLEY**  
**SECTION THREE**  
 AND BEING A PART OF THE LOTS OF THE  
 SECTION ONE, P.B. 71, PGS. 28-30  
 VIRGINIA LOTS 166-181, SURVEY #600  
 WASHINGTON COUNTY, VIRGINIA

---

Surveyors  
 1000 West River Road  
 Manassas, VA 20108-1318

RECORD PLAT

---

|             |            |              |     |              |          |
|-------------|------------|--------------|-----|--------------|----------|
| Date:       | 2025.05.23 | Sheet:       | 2/2 | Scale:       | 1" = 40' |
| Drawn by:   | BSL        | Checked by:  | BSL | Reviewed by: | BSL      |
| Plotted by: | BSL        | Approved by: | BSL | Recorded by: | BSL      |

PLS SEE SHEET 2/2 FOR ALL NOTES AND DIMENSIONS. THIS SHEET IS A PART OF A SET OF PLATS.



## HAMILTON TOWNSHIP

### HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey – *Board Chair*  
Joe Rozzi – *Trustee*  
Mark Sousa – *Trustee*  
James Hunter- *Fiscal Officer*

7780 South State Route 48  
Maineville, Ohio 45039  
Phone: (513) 683-8520  
Fax: (513) 683-4325

**Township Administrator**  
Brent Centers  
(513) 239-2372

**Finance Coordinator**  
Ellen Horman  
Phone: (513) 239-2377

**Human Resources**  
Kellie Krieger  
Phone: (513) 239-2461

**Economic Development  
and Zoning**  
Alex Kraemer  
Phone: (513) 683-8520

**Public Works**  
Kenny Hickey – Director  
Phone: (513) 683-5360

**Police Department**  
Scott Hughes – Police Chief

7780 South State Route 48  
Maineville, Ohio 45039  
Phone: (513) 683-0538

**Fire and Emergency Services**  
Brian Reese – Fire Chief

69 West Foster-Maineville Rd.  
Maineville, Ohio 45039  
Phone: (513) 683-1622  
(513) 899-1967

3/19/2020

Warren County Engineers Office  
c/o Jason Fisher/Tabitha Ryan  
105 Markey Road  
Lebanon, Ohio 45036

Dear Mr. Fisher/Ms. Ryan,

Hamilton Township does hereby accept the roads for maintenance within the following development, based upon your letter stating that all items compiled in the punch list have been taken care of. After the final inspection by your office and our Public Works Director; it has been found to be in compliance with all requirements, set forth by the County Engineer's Office and Hamilton Township's Public Works Director, along with the approval of the Board of Trustees per Resolution 20-0318.

This would include, The Villages of Hopewell Valley, Section Three, that has been required to be released by your department, in the unincorporated area of Hamilton Township.

If you have any questions feel free to contact the office.

Sincerely,

Kenny Hickey  
Hamilton Township  
Assistant Administrator/Public Works Director

# Resolution

Number 20-0640

Adopted Date May 05, 2020

## APPROVE VARIOUS RECORD PLATS

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

- Saddlebrooke Farm Replat 6 – Being a Replat of Lot 13 and Lot 57

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 20-0641

Adopted Date May 05, 2020

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN COMMON PLEAS SPECIAL  
PROJECTS #2224

BE IT RESOLVED, to approve the following supplemental adjustment:

\$ 10,000.00 into #22241220-5317 (Non Capital Purchase)

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental Adjustment file  
Common Pleas Court (file)



# Resolution

Number 20-0642

Adopted Date May 05, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #2254

BE IT RESOLVED, to approve the following supplemental appropriation:

\$5,000.00 into #22545800-5317 (Non Capital Purchases)

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App file  
OhioMeansJobs (file)

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

# Resolution

Number 20-0643

Adopted Date May 05, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriations:

|             |      |               |               |                         |
|-------------|------|---------------|---------------|-------------------------|
| \$ 7,000.00 | into | BUDGET-BUDGET | 22891220-5102 | (Salaries-Regular)      |
| \$ 700.00   | into | BUDGET-BUDGET | 22891220-5811 | (PERS)                  |
| \$ 100.00   | into | BUDGET-BUDGET | 22891220-5871 | (Medicare)              |
| \$ 6,000.00 | into | BUDGET-BUDGET | 22891224-5820 | (Health/Life Insurance) |

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Adjustment file  
Common Pleas (file)

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

# Resolution

Number 20-0644

Adopted Date May 05, 2020

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4495 as follows:

\$100,000 into 4495-3712-5320 (Capital Purchases)

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Supplemental Appropriation file  
Facilities Management (file)

# Resolution

Number 20-0645

Adopted Date May 05, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND  
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

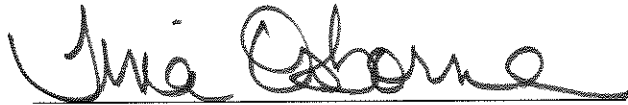
|         |      |                |                         |
|---------|------|----------------|-------------------------|
| \$9,000 | from | #11011300-5210 | (Office Supplies)       |
|         | into | #11011300-5317 | (Non Capital Purchase ) |

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Appropriation Adj. file  
Board of Elections (file)

# Resolution

Number 20-0646

Adopted Date May 05, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE PROBATION FUND  
#11012500

BE IT RESOLVED, to approve the following appropriation adjustment:

|          |      |                |                           |
|----------|------|----------------|---------------------------|
| \$800.00 | from | #11012500-5102 | (Regular Salaries)        |
|          | into | #11012500-5911 | (Non Taxable Meal Fringe) |

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

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

Resolution adopted this 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 20-0647

Adopted Date May 05, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN AREA 12 WORKFORCE  
INVESTMENT BOARD FUND #2238

\$2,618.00 from #22385800-5940 (WIB Travel)  
into #22355800-5317 (WIB Non Capital Purchases)

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Workforce Investment Board (file)

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

# Resolution

Number 20-0648

Adopted Date May 05, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT RECLAIM  
GRANT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court  
Reclaim Grant Fund #2247:

|            |      |               |                           |
|------------|------|---------------|---------------------------|
| \$ 1000.00 | from | 22471242-5400 | (Purchased Services)      |
|            | into | 22471242-5911 | (Non Taxable Meal Fringe) |

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

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

Resolution adopted this 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

# Resolution

Number 20-0649

Adopted Date May 05, 2020

AMEND RESOLUTION #20-0508, APPROVING THE HIRING OF JOHN MANFREDA AS PROTECTIVE SERVICES CASEWORKER I, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, pursuant to Resolution #20-0508, adopted March 31, 2020, the wage was not stated correctly, the correct wage is \$16.79 per hour; and

NOW THEREFORE BE IT RESOLVED, to amend resolution #20-0508, adopted March 31, 2020 to correct the wage to \$16.79 per hour; and

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 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: OMB – Sue Spencer  
John Manfreda's Personnel file  
Children Services (file)



# Resolution

Number 20-0650

Adopted Date May 05, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners file

# REQUISITIONS

| Department | Vendor Name            | Description                              | Amount       |
|------------|------------------------|--|--------------|
| WAT        | CUMMINS BRIDGEWAY LLC  | SEW EMERGENCY GENERATOR REPAIR           | \$ 2,763.64  |
| WAT        | DIXON ENGINEERING INC. | PROFESSIONAL COATING INSPECTION SERVICES | \$ 56,900.00 |

5/5/2020



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Tiffany Zindel, County Administrator  
on behalf of Warren County Board of Commissioners

# Resolution

Number 20-0652

Adopted Date May 05, 2020

**AMEND RESOLUTION NUMBER 20-0462, IN PART, BY RESCINDING THE  
REQUIREMENT THAT ANY PUBLIC HEARING OR QUASI-JUDICIAL PROCEEDING  
BE CONTINUED IN PROGRESS**

**WHEREAS**, on March 17, 2020, this Board adopted Resolution No. 20-0462 in order to comply with the Executive Orders and Public Health Orders in effect at that time including the Stay at Home Order, that provided: (i) except as otherwise provided therein, any event or convening in a meeting or conference room located in the Warren County Administration Building or any other County owned or operated buildings or facilities that could potentially bring together fifty (50) or more persons at the same time is prohibited until such time as this Resolution may be amended or rescinded; and, (ii) until such time as the Resolution is amended or rescinded, any public hearing or quasi-judicial proceeding that is scheduled now or in the future to be held in a meeting or conference room in the Warren County Administration Building or any other County owned or operated buildings or facilities may be opened only for the purpose of continuing such hearing or proceeding in progress; and,

**WHEREAS**, on March 24, 2020, this Board adopted Resolution No. 20-0503 in order to comply with the Executive Orders and Public Health Orders in effect at that time, including the Amended Stay at Home Order, that amended in part Resolution No. 20-0462 and provided: (i) except as otherwise provided therein, any event or convening in a meeting or conference room located in the Warren County Administration Building or any other County owned or operated buildings or facilities that could potentially bring together ten (10) or more persons at the same time is prohibited until such time as this Resolution may be amended or rescinded; and, (ii) all other provisions of Resolution No. 20-0462 shall remain in effect; and,

**WHEREAS**, in accordance with Public Health Orders in effect at this time, including to comply with the Responsible Restart Ohio Plan, this Board desires to rescind the requirement that public hearings and quasi-judicial proceedings be continued in progress, and hereafter allow the public body conducting such hearing to determine whether a hearing or quasi-judicial proceeding can be conducted in compliance with all other regulations;

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

1) That Resolution Number 20-0462, is rescinded in part, to the extent that a public hearing or quasi-judicial proceeding to be held in a meeting or conference room in the Warren County Administration Building or any other County owned or operated buildings or facilities may be held as long such hearing is conducted in a meeting or conference room with no more than ten (10) persons physically present at any time.

2) Nothing in this resolution shall prevent a public hearing or quasi-judicial proceeding from being held using electronic equipment that is widely available to the general

public, to converse with witnesses, and to receive documentary testimony and physical evidence in accordance with section 121.22 of the Ohio Revised Code [hb 197], or a combination of both electronic equipment and no more than ten (10) persons physically present at any time in each meeting or conference room. Nor shall this resolution prevent a public body from continuing a hearing or quasi-judicial proceeding if it deems necessary.

3) Resolution Number 20-0462 shall remain in effect except as otherwise expressly amended herein.

4) All action taken relating to and this Resolution is an administrative act by the Board.

5) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.

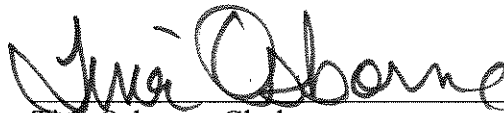
6) All action taken relating to and this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121. 22, et seq. of the Ohio Revised Code.

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

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

Resolution adopted this 5<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file  
Zoning (file)