

Resolution

Number 23-1104

Adopted Date August 29, 2023

ADVERTISE FOR BIDS FOR THE WILMINGTON ROAD AND CLARKSVILLE ROAD INTERSECTION WARNING DEVICE PROJECT

BE IT RESOLVED, to advertise for bids for the Wilmington Road and Clarksville Road Intersection Warning Device Project for the County Engineer; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the Warren County website, beginning the week of September 3, 2023; bid opening to be September 20, 2023 @ 9:30 a.m.

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

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

Resolution adopted this 29th day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 23-1105

Adopted Date August 29, 2023

ENTER INTO CONTRACT WITH J & J ENVIRONMENTAL, INC. (DBA TELE-VAC) FOR THE AS NEEDED SANITARY POINT LINER REPAIRS PROJECT RE-BID

WHEREAS, pursuant to Resolution #23-1005, adopted August 8, 2023, this Board approved a Notice of Intent to Award Contract for the As Needed Sanitary Point Liner Repairs Project Re-Bid to J & J Environmental, Inc.; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with J & J Environmental, Inc., 7611 Easy Street, Mason, Ohio 45040; as attached hereto and made a part hereof.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 29th day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

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

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this 29 day of August, 2023, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **J & J Environmental, Inc., 7611 Easy Street, Mason, Ohio 45040** 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:

AS NEEDED SANITARY POINT LINER REPAIRS

hereinafter called the project, for the amount of \$4179.00 per 4 feet of 8-inch diameter, \$4229.40 per 4 feet of 10-inch diameter, and \$4279.80 per 4 feet of 12-inch diameter and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental 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 Contract Documents. "Contract Documents" means and includes the following:

- Addendum
- Division 00 – Contract Requirements
- Division 01 to 48 – Technical Specifications
- General Conditions
- Supplemental Conditions
- Any and All Bid Documents
- Construction Drawings

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.

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 attorney's 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 Conditions and as amended in the Supplemental Conditions and in 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.

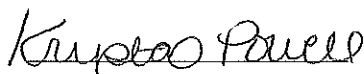
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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.

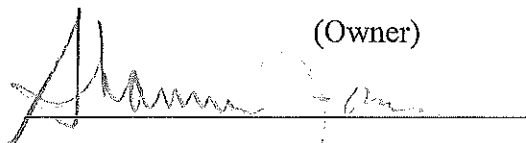
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS



Name

 (Owner)

Shannon Jones, President

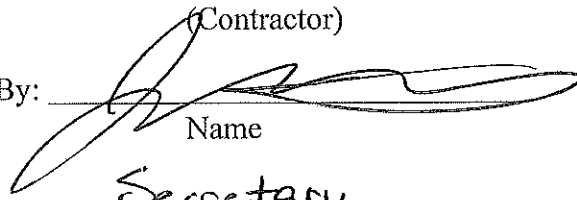
(Seal)

ATTEST:

Christina N. Ciriak

J & J Environmental, Inc.
(Contractor)

By: _____




Name

Secretary

Title

Approved as to Form:



Assistant Prosecutor

Adam M. Nice

Resolution

Number 23-1106

Adopted Date August 29, 2023

ACKNOWLEDGE PAYMENT OF BILLS

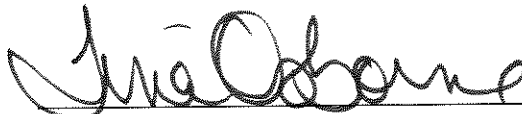
BE IT RESOLVED, to acknowledge payment of bills from 8/24/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 29th day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 23-1107

Adopted Date August 29, 2023

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH PIMLICO POINTE, LLC FOR INSTALLATION OF THE RIGHT AND LEFT TURN LANES, TRAFFIC SIGNAL AND ASSOCIATED ROADWAY IMPROVEMENTS ON TYLERSVILLE ROAD ASSOCIATED WITH THE PIMLICO POINTE DEVELOPMENT SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	23-008 (P)
Development	:	Pimlico Pointe
Developer	:	Pimlico Pointe, LLC
Township	:	Deerfield
Amount	:	\$784,045.86
Surety Company	:	Capitol Indemnity Corporation (CIC1931506)

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 29th day of August 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

23-008(P)

This Agreement made and concluded at Lebanon, Ohio, by and between Pimlico Pointe, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2)(hereinafter the "Surety").

WITNESSETH:

Tylersville Road Assoc. w/
Pimlico

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

WHEREAS, it is estimated that the total cost of the Improvements is \$ 603,112.20, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$603,112.20; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$784,045.86 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$120,622.44 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

Pimlico Pointe, LLC

9545 Kenwood Road

Suite 401

Cincinnati, OH 45242

Ph. (513) 984 -5360

D. To the Surety:

Capitol Indemnity Corporation

Po Box 5900

Madison, WI 53705-0900

Ph. (608) 829 - 4200

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

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

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

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

_____ Original Escrow Letter (attached)

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

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

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

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

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

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER:

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

SIGNATURE: *Harold R. Silverman*

PRINTED NAME: Harold R. Silverman

TITLE: Manager

DATE: 8/22/23

SURETY:

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

SIGNATURE: *Dustin Stevens*

PRINTED NAME: Dustin Stevens

TITLE: Attorney in Fact

DATE: 08/22/2023

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-1107, dated 8-29-23.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 8-29-23

RECOMMENDED BY:

By: Neil F. Turvison / NFM
COUNTY ENGINEER

APPROVED AS TO FORM:

By: James A. McHenry
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1931506
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Dustin Stevens
Name of Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$ See Bond Form for CIC1931506 on behalf of Pimlico Pointe, LLC
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.


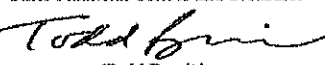
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

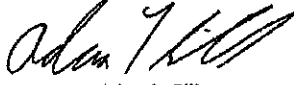
IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer



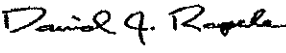
CAPITOL INDEMNITY CORPORATION


Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



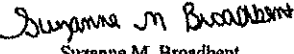

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

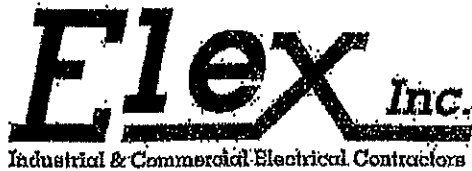
STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 22nd day of August, 20 2023




Suzanne M. Broadbent
Secretary



The McArthur House
11000 Winton Road
Cincinnati, Ohio 45218

513-851-5252
(5539)

May 24, 2023

Mr. Tim Burgoyne
Silverman & Co./Hal Homes

RE: Tylersville Road at Pimlico Pointe
Traffic Signal

Dear Tim,

Flex, Inc. is pleased to offer the following proposal for your consideration:

ITEM	QTY	UNIT	DESCRIPTION
1	4	EA	BRACKET ARM, 3.6 FT, APP
2	630	FT	NO. 8 AWG 600 VOLT DISTRIBUTION CABLE
3	280	FT	NO. 10 AWG POLE AND BRACKET CABLE
4	61	FT	CONDUIT, 3", 725.051
5	93	FT	CONDUIT, 4", 725.051
6	276	FT	CONDUIT JACKED OR DRILLED 4" 725.052
7	4	EA	LUMINAIRE CONVENTION TYPE III 200W HPS 240V APP
8	154	FT	TRENCH
9	4	EA	PULL BOX, 725.08, 24"
10	5	EA	GROUND ROD
11	11	EA	SIGN HANGER ASSEMBLY, MAST ARM APP
12	2	EA	SIGN SUPPORT ASSEMBLY, POLE MOUNTED APP
13	149.5	SF	SIGNS FLATSHEET
14	4	EA	VEHICULAR SIGNAL HEAD, (LED) 3 SECTION, 12" LENS, 1-WAY, APP
15	5	EA	VEHICULAR SIGNAL HEAD, (LED) 5 SECTION, 12" LENS, 1-WAY, APP
16	6	EA	PEDESTRIAN SIGNAL HEAD (LED) TYPE D2, COUNTDOWN APP
17	9	EA	COVERING OF VEHICULAR SIGNAL HEAD
18	6	EA	COVERING OF PEDESTRIAN SIGNAL HEAD
19	2	EA	PEDESTRIAN PUSHBUTTON APP
20	160	FT	SIGNAL CABLE 3 CONDUCTOR NO. 14 AWG
21	670	FT	SIGNAL CABLE 5 CONDUCTOR NO. 14 AWG
22	1406	FT	SIGNAL CABLE 7 CONDUCTOR NO. 14 AWG
23	4	EA	SIGNAL SUPPORT FOUNDATION
24	176	FT	POWER CABLE, 3 CONDUCTOR, NO 8AWG
25	1	EA	POWER SERVICE APP
26	4	EA	COMBINATION SIGNAL SUPPORT TYPE TC-81.22 DESIGN 12 APP
27	1	EA	CONTROLLER UNIT TYPE 2070L WITH CABINET TYPE 332 APP
28	1	EA	CABINET FOUNDATION

An Equal Opportunity Employer

CONTRACTOR *[Signature]*
SUBCONTRACTOR *[Signature]*

ITEM	QTY	UNIT	DESCRIPTION
29	1	EA	CONTROLLER WORK PAD
30	1	EA	UNINTERRUPTIBLE POWER SUPPLY (UPS) 1000 WATT APP
31	1	EA	PREEMPTION APP
32	1	EA	PREEMPTION RECEIVING UNIT
33	200	FT	PREEMPTION DETECTOR CABLE APP
34	1	EA	PREEMPTION PHASE SELECTOR ASSEMBLY
35	4	EA	PREEMPTION CONFIRMATION LIGHT APP
36	1	EA	CONTROLLER ITEM MISC; PREEMPTION SYSTEM SOFTWARE
37	1	EA	CONTROLLER ITEM MISC; 10/100 ETHERNET SWITCH APP
38	2	EA	HIGH SPEED ETHERNET RADIO
39	1	EA	CONTROLLER ITEM MISC; CENTRAL BASED SYSTEM CONTROLLER INTERGRATION APP
40	4	EA	STOP BAR RADAR DETECTION APP
41	1	EA	CONTROLLER ITEM MISC; PROGRAM CONTROLLER APP
42	1	LUMP	MAINTAINING TRAFFIC
43	16	HRS	LAW ENFORCEMENT OFFICER
44	1	LUMP	CONSTRUCTION LAYOUT
45	1	LUMP	MOBILIZATION

Total Price \$ 283,700.00
Includes Ohio Sales Tax - \$13,615.00

NOTE:

1. Proposal is in accordance with Bayer Becker Plan Sheets 3/21 and 16/21 - 22/21, dated 08-17-23.
2. Plan quantify discrepancies highlighted **BOLD**.
3. Fiber Optic Cable Media Converter, Ethernet, Not Required; Included in Ethernet Switch.
4. Pavement Markings and Ground Mounted Signs by Others.
5. Elex installed the City of Mason Fiber Optic Signal System.
6. Contact Kurt Soller, Mason City Engineer, should reference be required.
7. Proposal good for 30 days.

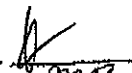
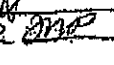
We look forward to having the opportunity to work with you on this project.

Respectfully Submitted,

ELEX, INC.



Stephen P. Powers
Vice President

CONTRACTOR 
SUB CONTRACTOR 

Tylersville Road Deceleration Turn Lane

Mobilization & Layout (Included Above)	0.00 LS	\$0.00	\$0.00
Pavement Removal (Includes Sawcut)	532.00 SY	\$13.50	\$7,182.00
Pipe Removed	88.00 LF	\$16.30	\$1,434.40
Adjustments To Manholes And Phone Box	4.00 EACH	\$830.00	\$3,320.00
Remove And Replace Asphalt Driveway	9.00 SY	\$137.00	\$1,233.00
Curb And Walk Removed And Replaced (At Fireside Drive)	1.00 EACH	\$3,830.00	\$3,830.00
Excavation/Embankment (Included With Site)	0.00 LS	\$0.00	\$0.00
Law Enforcement Officer	50.00 HR	\$102.00	\$5,100.00
Maintenance Of Traffic	1.00 LS	\$19,200.00	\$19,200.00
24" HP Storm Pipe At Entrance (TO BE VERIFIED WITH ENGINEER)	121.00 LF	\$129.00	\$15,609.00
ODOT HW-2.1 At Entrance (24")	2.00 EACH	\$2,200.00	\$4,400.00
6" Underdrain	280.00 LF	\$28.60	\$8,008.00
Precast Underdrain Outlet With Tied Concrete Block Mat With Type 1 Underlayment	1.00 EACH	\$947.00	\$947.00
Subgrade Compaction And Proofrolling	2,145.00 SY	\$5.60	\$12,012.00
30" City Of Mason Type 2 Curb And Gutter	134.00 LF	\$61.20	\$8,200.80
Sidewalk With Detectable Warnings (To R/W Line Only)	624.00 SF	\$18.45	\$11,512.80
6" 304 Aggregate Base Course	275.00 CY	\$102.80	\$28,270.00
Prime Coat @ 0.40 Gal/SY	384.00 GAL	\$5.00	\$1,920.00
8" 301 Asphalt Base	327.00 CY	\$247.60	\$80,965.20
1.75" 448 Asphalt Intermediate Course	37.00 CY	\$298.40	\$11,040.80
2' Joint Cut And Fabric	105.00 SY	\$48.20	\$5,061.00
1.50" 448 Asphalt Type 1 Surface	74.00 CY	\$392.80	\$29,067.20
614 Temporary Paint	1.00 LS	\$4,360.00	\$4,360.00
644 Pavement Markings And 2 New Signs	1.00 LS	\$27,290.00	\$27,290.00
Pavement RPM's	20.00 EACH	\$262.70	\$5,254.00
Seed, Fertilize And Mulch	5,000.00 SF	\$4.70	\$23,500.00
Blotter And Topsoil	900.00 SY	\$15.90	\$14,310.00
Traffic Signal (NIS - By Others)	0.00 LS	\$0.00	\$0.00

Total Price for above Tylersville Road Deceleration Turn Lane Items:

\$333,027.20

Resolution

Number 23-1108

Adopted Date August 29, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE MARY HAVEN
GREENHOUSE FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven
Greenhouse Fund #2247:

\$500.00	from	22471240-5317	(Non Capital Purchase)
	into	22471240-5210	(Materials & Supplies)

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 29th day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Mary Haven (file)
Juvenile (file)

Resolution

Number 23-1109

Adopted Date August 29, 2023

APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE CFPN OHIO, LLC COMMUNITY REINVESTMENT AREA AGREEMENT

WHEREAS, on May 25, 2021, this Board adopted Resolution No. 21-0719 and entered into a Community Reinvestment Area Agreement (the "Agreement") with CFPN Ohio, LLC; and

WHEREAS, on April 5, 2022, this Board adopted Resolution No. 22-0476 and entered into Amendment No. 1 to the Agreement for the limited purpose of adjusting the Project Schedule and the Real Property Exemption dates; and,

WHEREAS, the developer has requested that this Board agree to amend the Agreement again for the limited purposes of pushing back the dates for the total annualized payroll for Phases 1-3, and the cumulative amount; and

NOW THEREFORE BE IT RESOLVED, to approve the amendment to the said Agreement, and further authorize the President or Vice-President of the Board to execute Amendment No. 2, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

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

Mrs. Jones – yea

Mr. Grossmann – yea

Mr. Young – yea

Resolution adopted this 29th day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – CFPN Ohio, LLC
Economic Development (file)

WHEREAS, the OWNER has requested that the parties amend the Agreement in order to modify the terms of the Agreement only to the extent of the Project Schedule's estimated starting date and the estimated Project completion date.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the COUNTY and the OWNER, hereby agree to the following:

- To amend and restate paragraph 8 [Payment of Non-exempt Taxes], subparagraph C, of the Agreement as follows:

C. Further, during each and every year of the term of any real property tax exemption provided under this Agreement, Owners shall maintain the following total annualized payroll:

Phase 1 -- \$6,000,000 by December 31, 2025, increasing to \$11,000,000 by December 31, 2026;

Phase 2 -- a cumulative amount of \$16,800,000 by December 31, 2027, increasing to a cumulative amount of \$22,400,000 by December 31, 2028;

Phase 3 -- a cumulative amount of \$28,000,000 by December 31, 2029, increasing to a cumulative amount of \$33,700,000 by December 31, 2030;

and, a cumulative amount of \$39,300,000 by December 31, 2031, increasing to a cumulative amount of \$45,000,000 by December 31, 2032 (collectively, the "Payroll Benchmarks").

If the Owners fail to maintain payroll equal to at least 90% of the Payroll Benchmarks, any such Owner failing to meet the Payroll Benchmarks shall make payments in lieu of municipal or JEDD income taxes equivalent to the income taxes generated by 90% of the difference between the actual payroll for the applicable year and the Payroll Benchmarks ("Maintenance payments") and as shall be agreed upon in a separate development agreement. If an Occupant fails to pay such taxes, Maintenance payments, or file such returns and reports, and such a failure is not corrected by the Occupant or the Owner within sixty (60) days of written notice thereof to such Occupant and to the Owner of the Building (with such notice redacted to the extent necessary to protect confidential information of the Occupant and as permitted by law), all exemptions from taxation granted under this Agreement with respect to the Building occupied by such Occupant shall be rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to Buildings occupied by Occupants other than such defaulting Occupant. For Buildings occupied by more than one Occupant, any exemption rescinded pursuant to this Section shall only be rescinded for that portion of the Building occupied by the Occupant in violation of this Section ("Partial Rescission"). The remaining portion of the Building shall continue to receive any such exemptions granted pursuant to this Agreement. This Partial Rescission shall be effectuated pursuant to R.C. Section 5713.04, which permits parcels to be split-listed when only a portion is exempt from property tax. Upon the completion of the occupancy of a Building by an Occupant that defaulted under this Section, the Owner of the Building may apply for reinstatement of the exemption for the Building, which reinstatement shall not be unreasonably denied, delayed or conditioned by the County.

AMENDMENT NO. 2
TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021, AS AMENDED

THIS AMENDMENT No. 2 (“Amendment No. 2”) to the Community Reinvestment Area Agreement dated 5/25/2021 (the “CRA Agreement”), as amended on 4/5/2022 (“Amendment No. 1”), is entered by and between the WARREN COUNTY BOARD OF COMMISSIONERS (the “COUNTY”) and CFPN OHIO, LLC, an Ohio limited liability company (the “OWNER”), with the approval and consent of the BOARD OF EDUCATION OF THE LEBANON CITY SCHOOL DISTRICT (the “LCSD”); and shall be effective immediately upon execution by all the Parties.

WITNESSETH:

WHEREAS, the COUNTY, on November 13, 2018, adopted Resolution No. 18-1777, designated the area specified in such Resolution as a Community Reinvestment Area (“CRA”) pursuant to sections 3735.65 through 3735.70 of the Ohio Revised Code (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and,

WHEREAS, in accordance with the CRA Act, upon receipt of a CRA application, the COUNTY may negotiate and enter into a community reinvestment agreement with an applicant, and as applicable, such agreement may require the consent of the local school district where the CRA is located; and,

WHEREAS, upon receipt of a CRA application from OWNER and with the required consent of LCSD, on May 25, 2021, the COUNTY adopted Resolution No. 21-0719 and entered into the Agreement with the OWNER; and,

WHEREAS, with the consent of LCSD, on April 5, 2022, the COUNTY adopted Resolution No. 22-0476 and entered into Amendment No. 1 to the Agreement with the OWNER to amend paragraphs 3 [Project Schedule] and 6 [Real Property Tax Exemption] of the Agreement, for the limited purpose of pushing back the performance metric and conclusion dates due to the late closing on the land acquisition and supply chain issues; and,

WHEREAS, subparagraphs 6.1 [Phase 1], 6.2 [Phase 2] and 6.3 [Phase 3] of Amendment No. 1 provides the estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is July, 2021, and the scheduled estimated completion month for such investments is no later than September 2029; and,

WHEREAS, paragraph 20 of the Agreement allows for modification of the terms of the Agreement to reflect the exact legal and financial structure used by the OWNER in developing, equipping, and operating the Project, upon the request by the OWNER to amend the Agreement; and,

B. All other terms, provisions, and obligations of the Agreement, unless otherwise amended by Amendment No. 1, shall remain the same and in full force and effect, except as provided for herein. In the event any conflict or dispute arises between the Agreement, Amendment No. 1, and this Amendment No. 2, such conflict or dispute shall be resolved in accordance with the terms and obligations set forth in this Addendum No. 2.

COUNTY

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COMMISSIONERS has caused this AMENDMENT No. 2 to be executed by Shannon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution No. 23-1109, dated 8-29-23 a copy of which is attached hereto.

**WARREN COUNTY
BOARD OF COMMISSIONERS**

SIGNATURE: Shannon Jones
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 8-29-23

Prepared and approved as to form by:
APPROVED AS TO FORM

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Bruce A. McGary
By: Bruce A. McGary, Asst. Prosecutor
DATE: 8/29/23

OWNER

IN EXECUTION WHEREOF, CFPN OHIO, LLC, an Ohio limited liability company, has caused this AMENDMENT No. 2 to be executed by _____, its authorized representative, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorized the representative named herein to execute this AMENDMENT No. 1, a copy of which is attached hereto.

CFPN OHIO, LLC
SIGNATURE: [Signature]
PRINTED NAME: Douglas A. ARNDTSEN
TITLE: Asst Secretary
DATE: 8-25-2023

APPROVAL AND CONSENT OF BOARD OF EDUCATION

The Board of Education of the Lebanon City School District hereby approves and consents to the foregoing **AMENDMENT NO. 2**, and further waives any otherwise applicable time limitations in section 3735.671, et seq., of the Ohio Revised Code.

**BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT**

SIGNATURE:  _____

PRINTED NAME: MICHAEL J LANE

TITLE: PRESIDENT

DATE: 8/21/23

Resolution

Number 23-1110

Adopted Date August 29, 2023

HIRE CAYDEN WESTENDORF AS ADMINISTRATIVE CLERK WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Cayden Westendorf as Administrative Clerk, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #10, \$16.07 per hour, under the Warren County Job and Family Services compensation plan, effective September 5, 2023, subject a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 29th day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
C. Westendorf's Personnel file
OMB – Sue Spencer

Resolution

Number 23-1111

Adopted Date August 29, 2023

CONTINUE PUBLIC HEARING FOR REZONING APPLICATION OF GREG THURMAN (REDWOOD USA), AGENT TO REZONE APPROXIMATELY 63.812 ACRES FROM "MXU-C" MIXED USE CENTER WITH INTERSTATE HIGHWAY OVERLAY TO "MXU-C" MIXED USE CENTER WITH PLANNED UNIT DEVELOPMENT OVERLAY IN UNION TOWNSHIP

BE IT RESOLVED, to continue the public hearing for the rezoning application of Greg Thurman (Redwood, USA), agent for McCabe-Columbia #1 LLC and McCabe-Columbia #3 LLC, Owners of record (Case # 2023-05) to rezone approximately 63.812 acres (Parcel ID 12-07-351-001, 12-07-301-002, 12-13-400-003, and 12-13-400-004) located along Columbia Road in Union Township from 'MXU-C' Mixed Use Center with Interstate Highway Overlay to "MXU-C" Mixed Use Center with a Planned Unit Development Overlay; said public hearing to be continued to Thursday, September 28, 2023, at 5:00 p.m.

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

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

Resolution adopted this 29th day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: RPC
RZC
Rezoning file
Property Owner
Agent
Township Trustees

Resolution

Number 23-1112

Adopted Date August 29, 2023

CONTINUE PUBLIC HEARING RELATIVE TO THE ADOPTION OF TEXT
AMENDMENTS TO THE REQUIREMENTS AND STANDARDS FOR THE DESIGN AND
CONSTRUCTION OF STREETS AND ROADWAY FACILITIES IN WARREN COUNTY

BE IT RESOLVED, to continue the public hearing relative to the adoption of text amendments to the Requirements and Standards for the Design and Construction of Streets and Roadway Facilities in Warren County; said hearing to be continued October 17, 2023, at 10:00 a.m. in the Commissioners' Meeting Room, County Administration Bldg., Rm. 128, 406 Justice Drive, Lebanon, Ohio 45036;

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

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

Resolution adopted this 29th day of August 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Streets and Roadway Facilities Public Hearing file

Resolution

Number 23-1113

Adopted Date August 29, 2023

CREATE RATES AND CHARGES FOR THE COUNTY STORM WATER MANAGEMENT DISTRICT NO. 1 IN ACCORDANCE WITH SECTION 6117 OF OHIO REVISED CODE

WHEREAS, certain funds are required to implement the federally mandated NPDES Phase II program in the manner described in the Warren County Storm Water Management Plan submitted to the Ohio Environmental Protection Agency; and

NOW THEREFORE BE IT RESOLVED, to create reasonable rates and charges through the Warren County Stormwater Management District No. 1 to fund the Warren County Storm Water Management Plan as filed with the Ohio Environmental Protection Agency under conditions of the National Pollution Discharge Elimination System (NPDES) Phase II Permit. Those townships part of the plan are Clearcreek, Franklin, Hamilton, Turtlecreek, and Union Townships; and

BE IT FURTHER RESOLVED, to charge each parcel with building values greater than \$10,000.00 in the townships listed above an amount of \$15.00 per year that will be placed annually on the tax duplicate by the County Auditor as permitted under Section 6117.02 of the Ohio Revised Code.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 29th day of August 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (certified)
Engineer (file)