

Resolution

Number 23-1181

Adopted Date September 14, 2023

APPROVE RECLASSIFICATION OF ANDREW BOLIN FROM ASSESSMENT INVESTIGATIVE CASEWORKER I TO ASSESSMENT INVESTIGATIVE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Mr. Bolin has completed the required CORE training for the Assessment Investigative Caseworker II position and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Andrew Bollin to the position of Assessment Investigative Caseworker II, non-exempt, pay range #9, \$21.74 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning September 23, 2023; and

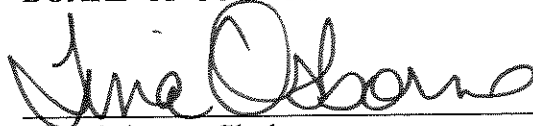
BE IT FURTHER RESOLVED, Mr. Bolin will receive the typical three percent increase upon completion of his year probation in May 2024.

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
A. Bolin's Personnel file
OMB – Sue Spencer

Resolution

Number 23-1182

Adopted Date September 14, 2023

APPROVE RECLASSIFICATION OF LAURA RUSSELL FROM ASSESSMENT INVESTIGATIVE CASEWORKER I TO ASSESSMENT INVESTIGATIVE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Russell has completed the required CORE training for the Assessment Investigative Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Laura Russell to the position of Assessment Investigative Caseworker II, non-exempt, pay range #9, \$21.74 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning September 23, 2023; and

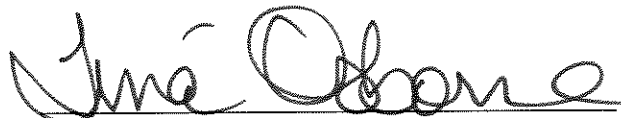
BE IT FURTHER RESOLVED, Ms. Russell will receive the typical three percent increase upon completion of her year probation in May 2024.

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 23-1183

Adopted Date September 14, 2023

ADVERTISE FOR BIDS FOR THE PEKIN ROAD AT STATE ROUTE 123 WATERMAIN REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for bids for the Pekin Road at State Route 123 Watermain Replacement Project for the Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of September 24, 2023; bid opening to be October 26, 2023 @ 11:00 a.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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 23-1184

Adopted Date September 14, 2023

AUTHORIZE WARREN COUNTY GRANTS ADMINISTRATION DIRECTOR TO APPLY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR SFY 2024 URBAN TRANSIT PROGRAM

WHEREAS, the State of Ohio, through its SFY 2024 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 Commissioners, in Warren County, Ohio; and

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

NOW THEREFORE BE IT RESOLVED, that the Warren County Grants Administration Director is hereby authorized to file applications and execute contracts for the SFY 2024 Ohio Elderly and Disabled Transit Fare Assistance Program, the SFY 2024 Urban Transit Program on behalf of the on behalf of the Warren County Transit Service; and

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

BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Department of Transportation, the Warren County Board of Commissioners has no further obligation to fund this project.

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—ODOT
Transit (file)
ODOT

Warren County Office of Grants Administration

406 Justice Drive, Room 251
Lebanon, Ohio 45036
(513) 695-1259
(513) 695-1210
FAX (513) 695-2980

September 12, 2023

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

Dear Mr. Dyer:

RE: SFY2024 URBAN TRANSIT PROGRAM (UTP)

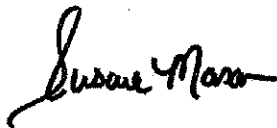
The **Warren County Transit Service** hereby applies for \$83,695 in formula funds under the SFY2023 Urban Transit Program, plus the Small Urban Bonus about of \$257,600, for a total of **\$341,295**.

The following items are enclosed:

1. A copy of a resolution from our governing body authorizing the submittal of this application.
2. A final or draft summary of the agency CY2023 capital and operating budget.
3. The Standard State Assurances.
4. A copy of the last Federal Transit Administration triennial review report and the closeout letter from FTA. (Most recent triennial review was recently completed but report is not yet available from FTA.)
5. (If applicable) A copy of a purchase order and/or board authorization to purchase for each capital item except capitalized maintenance, complementary paratransit service, and capital cost of contracting projects. (Not applicable)

If you have any questions or need further information, please contact **Susanne Mason at 513-695-1210**.

Respectfully,



Susanne Mason, Director
Warren County Grants Administration

Enclosures



OHIO DEPARTMENT OF TRANSPORTATION

Submitter Information

Submitter of UTP Application *

Susanne
First Name

Mason
Last Name

Submitter Email *

masosu@co.warren.oh.us

Submitter Phone *

(513) 695-1210

ODOT TrAMS Access *

- Yes
 No

Agency has granted read-only access to TrAMS for Spencer Smith (spencer.smith@dot.ohio.gov) and Jessie Schmitzer (jessica.schmitzer@dot.ohio.gov). Application will not be processed until access has been granted.

Transit Agency Information

Grantee *

Warren County Commissioners
This is the agency or organization name on the contract.

DBA - Doing Business As (optional)

Warren County Transit
Use DBA if not the same as the grantee agency.

Authorizing Official *

Shannon
First Name

Jones
Last Name

Authorizing Official's Title *

President, Board of Commissioners
Who is authorized to sign the contract?

Authorizing Official's Email *

shannon.jones@co.warren.oh.us
Needed to sign the contract electronically

Agency Address *

406 Justice Drive
Address Line 1

[Address Line 2]

Address Line 2

Lebanon

City

Ohio

State

451

ZIP Code

State UTP Allocation Amount*

\$ 83695

Small Urban Bonus Allocation*

\$ 257600

Enter 0 if not applicable.

Total Allocation

\$ 341295

Project Description and Cost

Project Description*

WCTS seeks funds to operate its demand response service. The service was recently awarded a grant to expand our fleet by two buses. We will be looking into the feasibility of adding a flex route within the City of Mason or the City of Franklin in 2024.

Total Project Cost*

\$ 341295

Federal Amount (if applicable)

\$ 345211

State Amount*

\$ 341295

Local Share (if applicable)

\$

Is this project matching a federal grant?*

- Yes
- No

If matching a federal grant, enter the federal fund.*

5307

Example: 5307, 5339

FTA ALI Code*

300-00

Project Milestones

Period of performance beginning date*

Jan 01 2024

Period of performance ending date*

Dec 31 2024

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)

STIP/TIP Information

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 SFY2024, enter "Assign". State funds matching federal must be assigned to the PID with the federal funds. State only projects will be assigned a group PID for all SFY2024 UTP projects.

I am allocating UTP funds for a second project.*

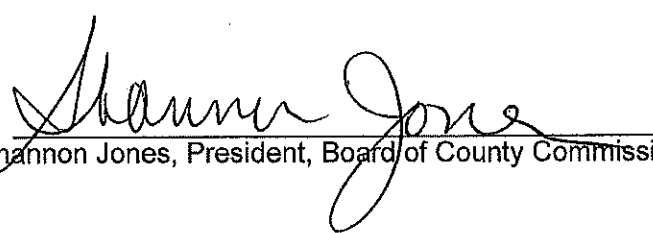
- Yes
- No

STANDARD STATE ASSURANCES

Pursuant to the Urban Transit Program Criteria for SFY 2024, the undersigned Warren County Transit Service 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 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. Warren County Transit Service will provide information required by OKI including but not limited to the annual Unified Planning Work Program, Transportation Improvement Program, and the Statewide Transportation Improvement Program,
5. 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.
6. The undersigned will submit to ODOT a copy of:
 - a. All planning support documents as requested, including but not limited to a transit development plan, the transit asset management plan, the short-range transit plan, and long-range transit plans at the time they are finalized;
 - b. The BlackCat Financials data no later than August 15 (or by when);
 - c. The BlackCat Statistics data by August 15 (or by when);
 - d. GRF quarterly reports for open projects;
 - d. A copy of the final FTA triennial review report with closeout letter; and
 - e. All other information ODOT requests.

By:


Shannon Jones, President, Board of County Commissioners

Date:

9.14.23

Resolution

Number 23-1185

Adopted Date September 14, 2023

APPROVE AND ENTER INTO AN AGREEMENT WITH MODERN OFFICE METHODS

BE IT RESOLVED, to enter into an agreement with Modern Office Methods, regarding the purchase of the Ricoh IMC 6010 copier; as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Modern Office Methods
Commissioners' file
OMB (file)

Client Order—Terms and Conditions

1. ACCEPTANCE: Modern Office Methods Inc. (MOM) hereby agrees to sell to the client identified on the attached Client Order and Client hereby agrees to buy from MOM the "Equipment" described on said agreement subject to the below listed terms and conditions. This order is expressly contingent upon acceptance by corporate officer of Modern Office Methods at its home office. Client hereby waives notice of acceptance. MOM marketing representatives are not authorized to make any modifications to this instrument.

2. INSTALLATION: The Equipment shall be deemed installed and accepted by Client when it has been installed ready for use as proved by the operation of MOM's Field Engineering Test Routines. The "Installation Date" is the first day following the date Equipment is installed ready for use. Installation facilities, including space, electric power, cable troughs and the like will be provided by Client in accordance with MOM's installation specifications and at Client's expense. The client at its own expense shall provide any special rigging or handling required upon installation. Client shall also pay installation charges.

3. GUARANTEE/LIMITATIONS OF LIABILITY: Modern Office Methods Inc. grants a 60-Day Money Back Guarantee from the date of delivery on any workgroup system acquired from MOM. (Non-embedded software solutions are not included) This gives you the opportunity to evaluate MOM's products. If you use our product for 60 days or less and it does not operate as represented by MOM and the manufacturer, notify our Client Loyalty Manager, c/o Modern Office Methods, 4747 Lake Forest Dr., Cincinnati, OH 45242, in writing. If we are unable to get the equipment to perform as represented within 60 days, return the product to MOM and we will give you a full refund, less any shipping, installation, and connectivity charges; plus three (3) cents per black and white image and twenty (20) cents per full color image will be charged for each copy/image made.

4. PAYMENT: Payment terms are "Net Due upon Receipt of Invoice." Client agrees to pay the amount due ~~plus any applicable tax~~ prior to the coverage period noted on invoice. Whenever any payment is not made when due, Client agrees to pay a late charge of ten percent (10%) of the past due amount or \$20.00, whichever is greater, but not an amount greater than allowed by law. ~~Client shall pay all Federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Equipment.~~ Should the Client fail to make any payment due hereunder, or be insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Client, MOM may enter upon the premises where the Equipment may be found and remove the Equipment, without prejudice to any other remedies. MOM may have and sell the Equipment, so acquired by MOM, upon commercially reasonable terms as MOM may elect and apply the proceeds thereof against the Client's obligations hereunder. ~~Client agrees to pay attorney fees, court costs, disbursements and other reasonable expenses incurred in collecting any charges under the Agreement. Client shall pay to MOM all costs of collection (including the fees of any collection agency to whom this Agreement may be referred) plus reasonable attorney's fees (which attorney's fees shall not be less than 25% of amounts due unless a lower amount is specified by applicable law).~~

KMH
2/13/13

KMH
2/13/13

KMH
2/13/13

Guaranteed Maintenance Agreement—Terms and Conditions

1. GENERAL SCOPE OF COVERAGE: This Agreement covers the labor and parts for adjustments and repairs as necessitated by normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, or negligence or caused beyond our control, such as use beyond Buyers' Lab recommended volume, or Acts of God are not covered and may be charged to you at MOM's then current per call service rate. Equipment will be deemed "Fit for Service" if equipment can produce an acceptable quality print via network cable or USB cable. If the service issue is deemed to be the fault of client network, the service call may be chargeable. Flery Print Controllers are considered to be a stand-alone appliance. Parts and labor for service on the Flery are not included unless a specific contract is purchased in addition to the base unit. This agreement will automatically renew for a 12 month period at the then current rates, unless notified in writing at least 30 days prior to expiration of the currently active contract.

KMH
2/13/13

KMH
2/13/13

2. PAYMENT: Payment terms are "Net Due upon Receipt of Invoice." Client agrees to pay the amount due ~~plus any applicable tax~~ prior to the coverage period noted on invoice. Whenever any payment is not made when due, Client agrees to pay a late charge of ten percent (10%) of the past due amount or \$20.00, whichever is greater, but not an amount greater than allowed by law. This agreement shall become effective upon acceptance by MOM of the Guaranteed Maintenance Agreement and shall continue until the expiration date. It shall be automatically renewed for successive 12 month periods subject to the receipt by MOM of the maintenance charge in effect at the time of renewal, provided that the Client is not then in default. The initial annual charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Client agrees to pay the total of all charges for maintenance ~~including applicable taxes~~ during the initial term and any renewal term within 30 days of the date of MOM's invoice for such charges. Client understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. This is an annual contract, however, Client may request billing of the contract on a quarterly or a monthly basis. Such a request is subject to the prior approval of MOM. Any request for quarterly billing is subject to an additional charge equal to 10% of the base contract amount. Requests for monthly billing are subject to an additional charge of 20% of the base contract amount. All monthly and quarterly billings must be paid upon receipt. Failure to pay within 30 days from invoice date will result in cancellation of the contract for nonpayment, and all calls charged on a Per Call basis beginning with the day following the last paid monthly or quarterly period. Minimum billing amount for monthly or quarterly billing is \$50.00 per month, \$150.00 per quarter. Client agrees to pay on a monthly or quarterly basis for all copies in excess of the number of copies per quarter included. The charge per copy is stated in the Coverage Rate, space.

3. REFUNDS, CANCELLATION AND EXCHANGES: This agreement remains in effect for the stated contract period. There is no refund for a contract cancelled before the expiration of the contract period. This no refund policy is in effect without regard to the time at which the contract is cancelled and without regard to the reasons for the cancellation. If the Client should elect to acquire a new or different system from MOM, MOM will exchange the dollar value of the unused portion of the contract for an equal dollar amount of guaranteed maintenance on the newly acquired system. This exchange is based upon the amount paid for the current contract and the published base price of the contract for the new equipment. This exchange can occur only with the purchase or lease of the new system from MOM, and provided the Client has no current outstanding or past due balances due to MOM.

4. TOTAL CARE VOLUME COMMITMENT: The monthly copy volume commitment represents the minimum monthly volume commitment by the Client. The volume commitment times the applicable Per Copy Service Charge will be reflected on the service billing according to your plan's billing frequency. All bills will arrive 30-45 days in advance of the coverage period. A meter reading will be taken according to the meter reading frequency established for your plan. Copies in excess of the minimum will be billed at the applicable plan rate. You may not carry over a credit from any month/quarter during which you produce fewer copies than the monthly/quarterly minimum. You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. MOM will install meter collection software (DCA) for all networked devices at no additional charge to automate the meter read process. You will be responsible for supplying meter reads for all non-networked equipment under this agreement and networked devices where meters cannot be obtained from the DCA. If MOM is requested to come onsite to manually collect meter information for non-networked devices, you will be billed for these services. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per copy and the per copy charge over the base minimum by a maximum of 15% of the existing charge.

5. MAINTENANCE AND SUPPLIES: (A) Toner Usage: You shall be responsible for ordering and maintaining an adequate inventory of consumable supplies. No more than 60 days' average usage should be kept on hand at any one time. A machine ID number & meter read will be requested at time of order. The systems represented by MOM are designed to give excellent performance with MOM authorized supplies. If the client uses other than MOM authorized supplies, and such supplies are defective or not acceptable for use on these machines and cause abnormally frequent maintenance charge service calls or service problems, then MOM may, at its option, terminate this agreement. In that event, the client will be offered service on a "Per Call" basis at published rates. It is a condition of this agreement however, that the Client uses only MOM authorized supplies. You agree to use consumable supplies ordered hereunder until empty & only in connection with Equipment subject to this Agreement. We shall review, from time to time, consumable supplies ordered by and shipped to you and the actual impression (click or print) volume made on Equipment covered by this Agreement. In the event of a significant variance between the amount and/or type of consumable supplies ordered and the type of and/or impression volume made on such Equipment we shall have the right to charge you for any variance in excess of 15%. Variance will be calculated using manufacturer's stated yields at 5% coverage. We may charge you a supply freight fee to cover our costs of shipping supplies to you. All 11" x 17" impressions will count as two meter impressions per side. All supplies in your possession belong to Modern Office Methods and will be made available to us if this Agreement is canceled for any reason, including non-payment. Such returned consumable supplies will not be credited to your account. If this Agreement expires or is terminated, we shall be permitted to pick-up the quantity of unused consumable supplies which are in your inventory for use in connection with the Equipment subject to such expired or terminated Agreement. If you prefer OEM toner, we can provide this at an additional charge. (B) Toner Cartridges: Defective toner cartridges must be returned to us for examination & processing with our respective manufacturers. This will help us provide you a better user experience & keep your costs down. Call our Client Support Center & they will issue a U.P.S. pick up tag for you. (C) Service Calls: Service Calls under this Agreement will be made between 8:00am and 5:00pm Monday through Friday, excluding MOM Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, two days at Thanksgiving and two days at Christmas). Travel and labor time for calls made outside of normal business hours, on weekends or holidays, if available, will be charged at the overtime rates in effect at the time the call is made. Service Calls determined by MOM to be the result of fluctuations in power to the system, and not protected by a power protection device approved by MOM, will not be covered by this agreement. Charges will be on a Per Call basis.

6. NO WARRANTY: Other than the obligations set forth herein, MOM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE MOM SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.

7. FORCE MAJEURE: MOM will not be liable for any failure to perform if inability to obtain raw materials, parts or supplies at reasonable prices or through usual and regular sources or on a timely basis, interruption of transportation, government regulation, labor disputes, strikes, war, fire, flood, accident or other causes beyond MOM's control, makes it impracticable for Modern to perform.

8. INDEMNIFICATION ~~Client shall indemnify and hold MOM harmless from any claim, demand, liability, and cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services under this Agreement. Client agrees to defend us at your sole expense, against all suits, action or proceedings in which we are made a defendant for actual or alleged infringement of any intellectual property rights. Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event shall MOM be liable to Client for consequential or indirect damages due to our non-performance any breach of this Agreement, or any act of us or of our employees or agents.~~

KMH
2/13/13

9. ASSIGNABILITY: You may not assign your interest in or delegate your duties under this Agreement, unless approved in writing by an officer of MOM.

10. ENTIRE AGREEMENT: This Agreement is intended as the complete and exclusive statement of the terms of the Agreement between the parties.

11. GOVERNING LAW: Client represents that the Equipment is being purchased hereunder for business purposes only and agrees that under no circumstances shall this Agreement be construed as a consumer contract. This Agreement shall be construed to be between merchants and shall be governed by the laws of the State of Ohio.

Client Responsibilities:

Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client.

- Provide a dedicated polarized electrical power outlet.
- Provide a dedicated analog fax line if faxing is required.
- Provide a dedicated active network port and proper cabling.
- Provide adequate space for the equipment meeting the manufacturer's specifications.
- Provide a network administrator on site or have administrator available by phone for installation support and training.

Network Services and Installation Rates Charge:

Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these will be billed at MOM's prevailing rate.

Connectivity Warranty

Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, change network provider and (or) purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.

Software Acknowledgement

Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are Incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. ~~In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.~~

Handwritten initials: AMM

Additional Network Support is available through Modern Office Methods and provides network service offerings including computer and network support, internet firewalls, multi-location support, remote access, network installations, troubleshooting services, and project management. Ask your Account Manager for more information.

Customer Representative: *Eric Stanton* Date 9.14.23

Sales Representative: Eric Stanton

APPROVED AS TO FORM


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

Client Asset Pick-Up Authorization

- Remove and Transfer Ownership to MOM:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. ~~We will hold Modern Office Methods harmless for all charges due against the asset(s).~~ We agree that the asset(s) will not be available for return once MOM receives the asset(s). KMH
- Return to Leasing Company with RMA:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.
- Store in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOMs' warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

~~Client agrees to hold Modern Office Methods, its owners, employees & assigns harmless from any & all claims, including attorney's fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.~~

Print Name Shannon Jones


Signature Requested 

Return Date: 9.14.23

Hard Drive Security-please select option for each returned device

- Quick Format:** I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.
- Secure Hard Drive Overwrite meeting DoD Standard Requirements:** I understand that once overwritten, the data will not be recoverable. I agree to pay MOM \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. MOM will provide an overwrite certificate upon completion.
- Removal:** I understand MOM will remove the hard drive for \$300. MOM will only perform this service on machines we sell or service. I understand that hard drive removal may render the machine inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly.

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 23-1186

Adopted Date September 14, 2023

APPROVE THE AMENDMENT TO THE EXTENSION TO THE PROFESSIONAL SERVICE AGREEMENT WITH JOBWORKS, INC., dba JOBWORKS EDUCATION AND TRAINING SYSTEMS, AND THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, Warren County Commissioners, as the fiscal agent for the BCW/Workforce adopted Resolution 22-1043 relative to an extension to the agreement with the BCW/Workforce and JobWorks, Inc., dba JobWorks Education and Training Systems to provide RESEA services; and

WHEREAS, the BCW/Workforce and JobWorks Inc. wish to amend the agreement to increase the budget amount on the agreement by \$27,794.00 to cover expenses associated with the RESEA program; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, does hereby amend the agreement with JobWorks, Inc., dba JobWorks Education and Training Systems and authorize the local workforce development area's Fiscal Agent's expenditure of WIOA funds to honor the amendment to the contract, in accordance with Office of Management and Budget's (OMB) circulars, WIOA and corresponding federal regulations and state policies; copy of said agreement and amended budget are attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – JobWorks, Inc dba JobWorks Education and Training Systems
Area 12 WIB (file)

**WIOA Job Works, Inc. (RESEA) Service Agreement Addendum and
Amendment to Contract Services**

WHEREAS, as the fiscal agent of the Workforce Development Board of Butler, Clermont and Warren Counties, the Warren County Board of County Commissioners through Resolution Number 22-1043 approved and entered into a Service Agreement between the Workforce Development Board of Butler Clermont and Warren counties (hereinafter "BCW/Workforce") and with the JobWorks, Inc. beginning July 1, 2022 and ending June 30, 2023, to deliver Reemployment Assistance and Eligibility Assessment (RESEA) program services for the Area 12 Workforce Development Board (hereinafter "Service Agreement"); and now the parties desire and hereby agree to amend the Service Agreement effective the last date signed below, as follows:

1. JobWorks agreed to provide RESEA services for the amount of \$373,082.00 conditional upon the BCW/Workforce receipt of Workforce Innovation and Opportunity Act federal grant funding;
2. BCW/Workforce received WIOA federal grant funding for the time period PY 21 funds, in the amount of \$303,403.41 and grant funding for the time period PY22 funds, in the amount of \$259,598.00;
3. BCW/Workforce wishes to amend the said Service Agreement to increase the budget amount of Service Agreement ending June 30, 2023, by \$27,794.00 to cover expenses associated with RESEA program; and
4. JobWorks has provided the attached amended budget;
5. The BCW/Workforce reserves the right to unilaterally amend this Agreement for the purpose of complying with 2 CFR 200 required contract elements, BCW/Workforce will provide written notice to JobWorks, Inc. of any such unilateral amendments; and
6. Any Service Agreement term or condition not specifically amended in writing herein shall remain in full effect.

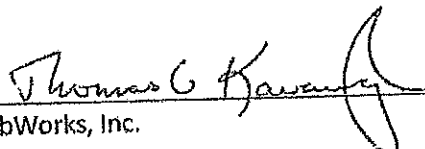
IN EXECUTION WHEREOF, the parties hereby execute this Addendum and Amendment by their duly authorized representatives on the dates shown below:



Executive Director
BCW/Workforce Board

9/2/23

Date



JobWorks, Inc.

Aug 31, 2023

Date

Approved as to Form:

DAVID FORNSHELL

**WIOA Job Works, Inc. (RESEA) Service Agreement Addendum and
Amendment to Contract Services**

PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


~~John Nice~~, Assistant Prosecuting Attorney.

KATHRYN M. HORVATH

FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clermont counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

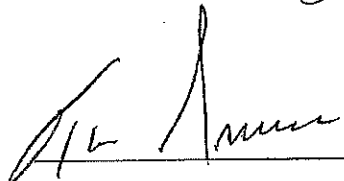
Warren County Board of County Commissioners



David Young, Commissioner

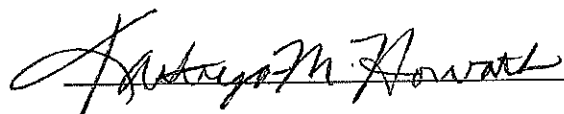


Shannon Jones, Commissioner



Thomas Grossmann, Commissioner

Approved as to form:



Warren County Prosecuting Attorney

Resolution

Number 23-1187

Adopted Date September 14, 2023

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made part hereof:

Tech Elevator
1776 Mentor Ave
Cincinnati, OH 45212

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Tech Elevator 1776 Mentor Ave. Cincinnati Ohio, 45212**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

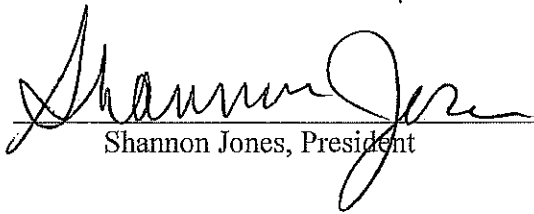
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties 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.

Signature Page

In witness whereof, the parties have executed this instrument on the date(s) indicated below:


Warren County Board of Commissioners



Shannon Jones, President

9.14.23
Date

Contractor



Authorized Contractor Signature

8/22/23
Date


Lauren Flanigan

8/22/23

Typed Name of Authorized Contractor

Date

Approved as to form:



Keith Anderson, Asst. Prosecutor
~~Acting Vice~~
KATHRYN HORVATH

8/31/23
Date

Resolution

Number 23-1188

Adopted Date September 14, 2023

DECLARE VARIOUS ITEMS FROM BOARD OF DEVELOPMENTAL DISABILITIES, FACILITIES MANAGEMENT, JUVENILE, SHERIFF'S OFFICE, TELECOM, AND WATER & SEWER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Facilities Management, Juvenile, Sheriff's Office, Telecom, and Water & Sewer Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

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

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Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230032

Lot includes 6- iPhone 7 Plus phones with Otterbox Defender Cases. All phones are operational and have been reset to factory settings.

Pick Up at 42 Kings Way, Lebanon, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

Asset Contact [Priscilla Hahn](#) (Phone: 513-228-6421)

Asset Location 42 Kings Way
Lebanon, OH 45036, Ohio 45039
[Map to this location](#)

Q Inspection

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

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Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230033

Lot includes 6- iPhone 7 Plus phones with Otterbox Defender Cases. All phones are operational and have been reset to factory settings.

Pick Up at 42 Kings Way, Lebanon, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



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

Asset Contact [Priscilla Hahn](#) (Phone: 513-228-6421)

Asset Location 42 Kings Way
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Condition

Category

Inventory ID

Used/See Description

Electronics, Personal

BDD230034

Lot includes 6- iPhone 7 Plus phones with Otterbox Defender Cases. All phones are operational and have been reset to factory settings.

****Pick Up at 42 Kings Way, Lebanon, OH 45036****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Auction Ends **ET**

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Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230035

Lot includes 6- iPhone 7 Plus phones with Otterbox Defender Cases. All phones are operational and have been reset to factory settings.

Pick Up at 42 Kings Way, Lebanon, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

Asset Contact [Priscilla Hahn](#) (Phone: 513-228-6421)

Asset Location 42 Kings Way
Lebanon, OH 45036, Ohio 45039
[Map to this location](#)

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Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230036

Lot Includes 6- iPhone 7 Plus phones with Otterbox Defender Cases. All phones are operational and have been reset to factory settings.

Pick Up at 42 Kings Way, Lebanon, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH [view seller's other assets]
Asset Contact	Priscilla Hahn (Phone: 513-228-6421)
Asset Location	42 Kings Way Lebanon, OH 45036, Ohio 45039 Map to this location

Q Inspection

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Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230037

Lot Includes 6- iPhone 7 Plus phones with Otterbox Defender Cases. All phones are operational and have been reset to factory settings.

Pick Up at 42 Kings Way, Lebanon, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

Asset Contact [Priscilla Hahn](#) (Phone: 513-228-6421)

Asset Location 42 Kings Way
Lebanon, OH 45036, Ohio 45039
[Map to this location](#)

Q Inspection

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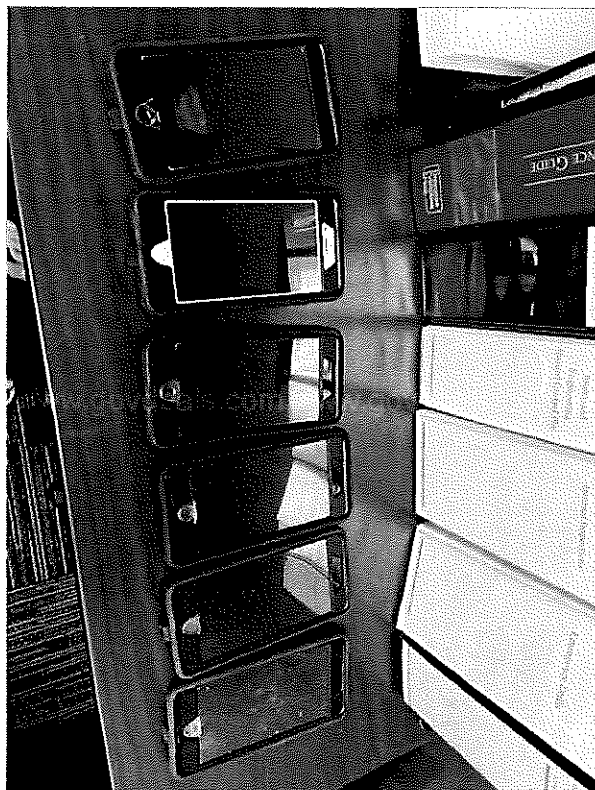
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[Terms and Conditions](#)

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Condition

Category

Inventory ID

Used/See Description

Electronics, Personal

BDD230038

Lot includes 6- iPhone 7 Plus phones with Otterbox Defender Cases. All phones are operational and have been reset to factory settings.

****Pick Up at 42 Kings Way, Lebanon, OH 45036****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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6 iPhones

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230039

Lot includes 6- iPhone 7 Plus phones with Otterbox Defender Cases. All phones are operational and have been reset to factory settings.

****Pick Up at 42 Kings Way, Lebanon, OH 45036****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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6 iPhones

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230040

Lot includes 6- iPhone 7 Plus phones with Otterbox Defender Cases. All phones are operational and have been reset to factory settings.

****Pick Up at 42 Kings Way, Lebanon, OH 45036****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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6 iPhones

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230041

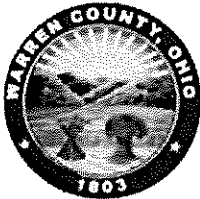
Lot includes 6- iPhone 7 Plus phones with Otterbox Defender Cases. All phones are operational and have been reset to factory settings.

Pick Up at 42 Kings Way, Lebanon, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



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

Asset Contact [Priscilla Hahn](#) (Phone: 513-228-6421)

Asset Location 42 Kings Way
Lebanon, OH 45036, Ohio 45039
[Map to this location](#)

Q Inspection

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

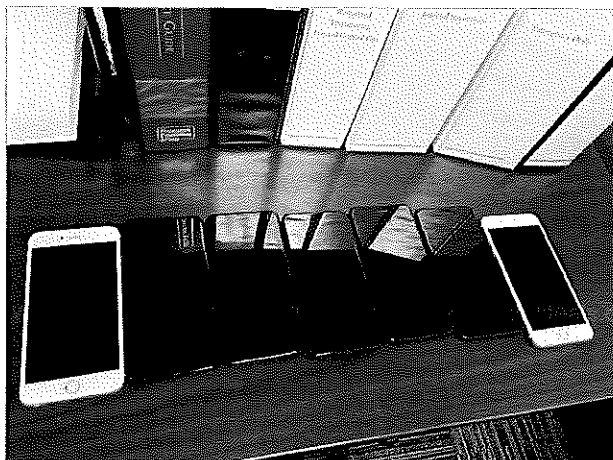
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7 iPhones

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230042

Lot Includes 7- iPhone 7 Plus phones . All phones are operational and have been reset to factory settings.
 Pick Up at 42 Kings Way, Lebanon, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

Asset Contact [Priscilla Hahn](#) (Phone: 513-228-6421)

Asset Location 42 Kings Way
 Lebanon, OH 45036, Ohio 45039
[Map to this location](#)

Q Inspection

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

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

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7 iPhones

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230043

Lot includes 7- iPhone 7 Plus phones . All phones are operational and have been reset to factory settings.
****Pick Up at 42 Kings Way, Lebanon, OH 45036****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH [view seller's other assets]
Asset Contact	Priscilla Hahn (Phone: 513-228-6421)
Asset Location	42 Kings Way Lebanon, OH 45036, Ohio 45039 Map to this location

Q Inspection

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

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9 iPhones

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230044

Lot includes 9- iPhone 6/6 Plus phones . All phones are operational and have been reset to factory settings.
 Pick Up at 42 Kings Way, Lebanon, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH [view seller's other assets]
Asset Contact	Priscilla Hahn (Phone: 513-228-6421)
Asset Location	42 Kings Way Lebanon, OH 45036, Ohio 45039 Map to this location

Q Inspection

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

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Set of 10 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC230105

Set of 10 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

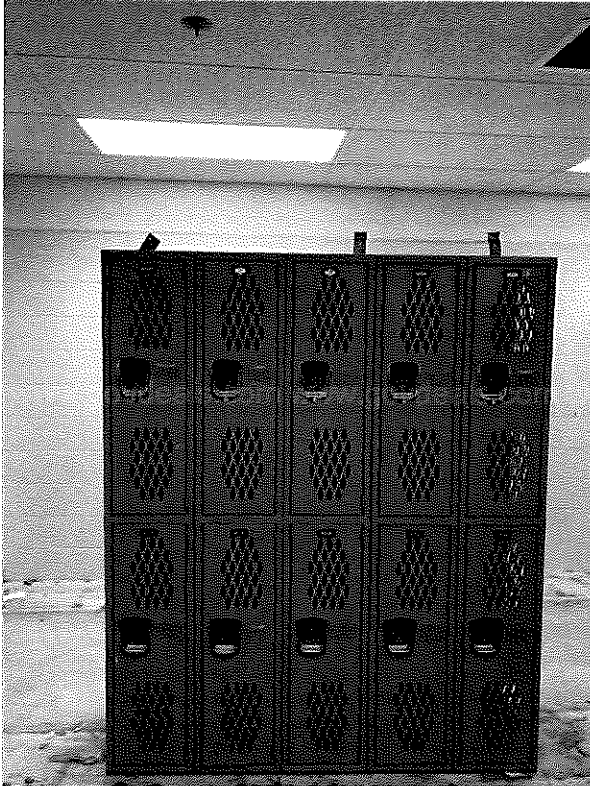
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Set of 10 Lockers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230106

Set of 10 metal lockers. Each locker is 12" wide. Total height is 72" tall. The lockers are 18' deep. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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4 Computers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers: Desktops and All-In-Ones	JUV23012

4 Dell Optiplex 745's. Hard drive removed.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH [view seller's other assets]
Asset Contact	Michael Mason (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 Map to this location

Q Inspection

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

\$ Payment

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

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5 Computers

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

[Terms and Conditions](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers: Desktops and All-In-Ones	JUV23013

5 Dell Optiplex 755's. Hard drives removed.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



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

Asset Contact [Michael Mason](#) (Phone: 513-695-1613 ext. 1613)

Asset Location 900 Memorial Dr
 Lebanon, Ohio 45036-2443
[Map to this location](#)

Q Inspection

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

\$ Payment

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

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9 Computers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers: Desktops and All-In-Ones	JUV23014

9 HP Compaqs - Hard drives removed.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH [view seller's other assets]
Asset Contact	Michael Mason (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 Map to this location

Q Inspection

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

\$ Payment

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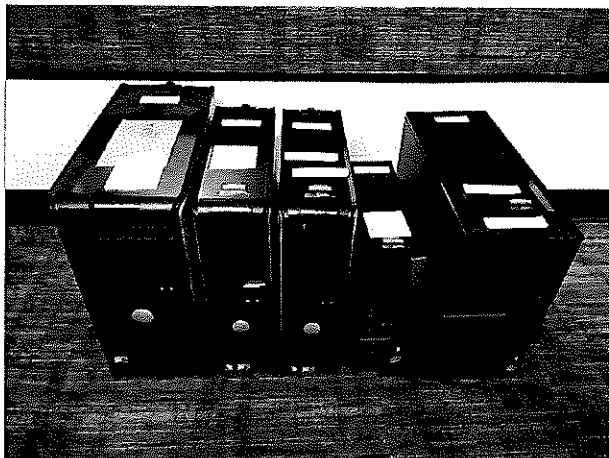
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5 Computers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers: Desktops and All-in-Ones	JUV23015

1 Dell Optiplex 390 3 Dell Optiplex 780's 1 Dell Optiplex 790
Hard drives removed.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH [view seller's other assets]
Asset Contact	Michael Mason (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 Map to this location

Q Inspection

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

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4 Laptops

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers: Laptops	JUV23016

4 Dell Latitude D520's with 3 tote bags. Hard drives removed.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH [view seller's other assets]
Asset Contact	Michael Mason (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 Map to this location

Q Inspection

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

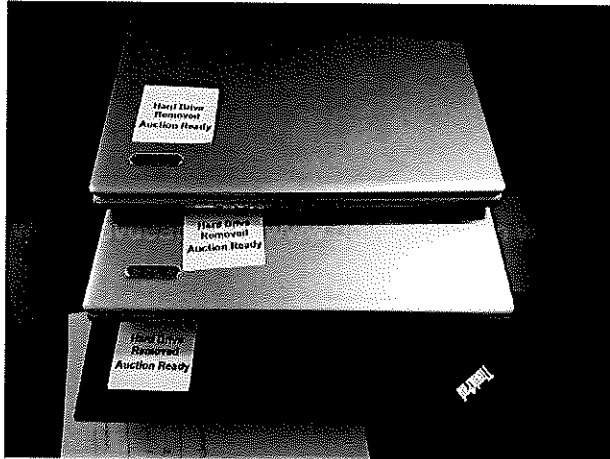
\$ Payment

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3 Laptops

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers: Laptops	JUV23017

2 Acer TravelMates 2450, 1 Lenovo ThinkPad T560. Hard drives removed.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH [view seller's other assets]
Asset Contact	Michael Mason (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 Map to this location

Q Inspection

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

\$ Payment

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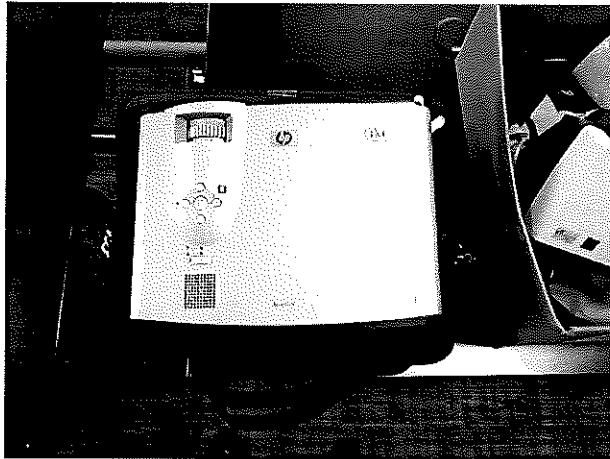
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HP Projector

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Computer accessories	JUV23018

HP VP6110 Projector with tote bag.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



Seller Name	Warren County, OH [view seller's other assets]
Asset Contact	Michael Mason (Phone: 513-695-1613 ext. 1613)
Asset Location	900 Memorial Dr Lebanon, Ohio 45036-2443 Map to this location

Q Inspection

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

\$ Payment

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Electric Typewriter Supplies

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	JUV23019

Box of misc electric typewriter supplies.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

Asset Contact [Michael Mason](#) (Phone: 513-695-1613 ext. 1613)

Asset Location 900 Memorial Dr
Lebanon, Ohio 45036-2443
[Map to this location](#)

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Computers, Computer Accessories, Mounts, Misc Items

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

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0 visitors



[More Photos](#)

Condition	Category	Inventory ID
Used/See Description	Computer accessories	SHF23503

24" Pelco Monitor HP Laser Jet Pro 400 M401DNE 3 HP Computer Tower Lenovo Computer Tower Spare Monitor Mount Parts Ipad Otter Box Wall Mount Stand Haning Tower Mount 3M Cogent Syster Finger Print with Card Reader StarTech Power Supply

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

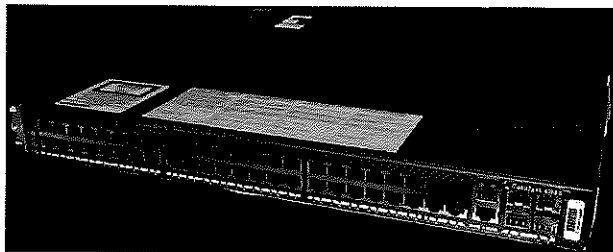
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CISCO CATALYST 4948

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model	VIN/Serial
CISCO	CATALYST 4948	FOX11190SRZ
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	TEL23052

IN WORKING CONDITION AT TIME OF LISTING

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

Asset Contact [Kristy Oeder](#) (Phone: 513-695-1319)

Asset Location 500 Justice Dr
Lebanon, Ohio 45036-2379
[Map to this location](#)

Q Inspection

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JOHN DEERE RIDING MOWER

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Year	Make/Brand	
2016	JOHN DEERE	
Condition	Category	Inventory ID
Used/See Description	Agriculture Equip/Commodities	WAT230021

This mower was purchased around 2016. The mower currently as issues with the deck and the blade spindles. The mower has 375.5 hours on it. Mower is running and driving condition.

* Pick up at the Waynesville Wastewater Treatment Plant after purchase. *444 S US Rt 42, Waynesville OH 45068

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Cabinet 6 ft. tall

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	WAT230021

Cabinet with doors 36 wide 6 ft tall 18 1/25 deep

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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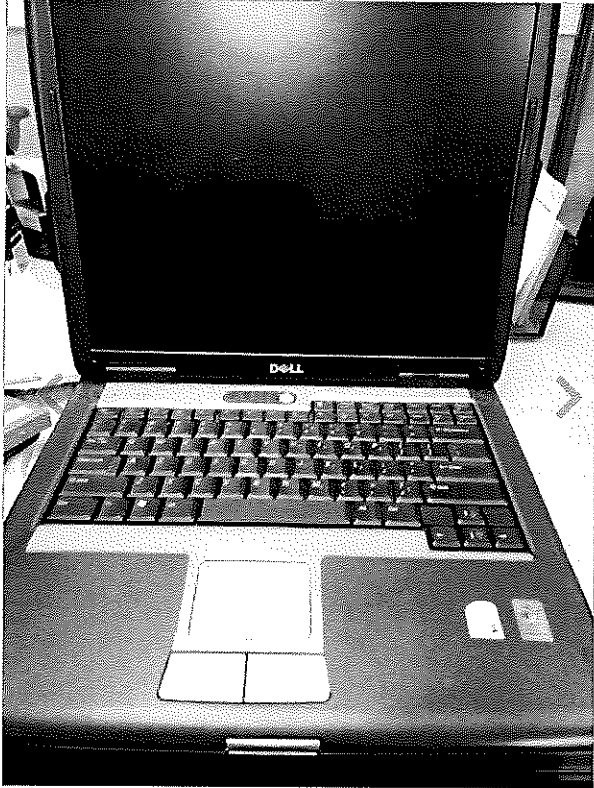
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LAPTOP - DELL LATITUDE D520

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Year	Make/Brand	Model
520	DELL	520
Condition	Category	Inventory ID
Used/See Description	Computers: Laptops	WAT230022

LAPTOP - DELL LATITUDE D520 WORKING CONDITIONS - UNKNOW

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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SHELF

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WAT230023

SHELF 3 - SHELVES 32 INCHES WIDE 41 INCHES TALL 13 1/2 DEEP

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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SHELF

Auction Ends **ET**

Starting Bid **\$0.00**

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[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WAT230024

SHELF 3 SHELVES 35 WIDE 41 TALL 12 1/2 DEEP

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

Resolution

Number 23-1189

Adopted Date September 14, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/12/23 and 9/14/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 23-1190

Adopted Date September 14, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH CROSS CREEK ESTATES, LLC. FOR CERTAIN IMPROVEMENTS IN CROSS CREEK ESTATES, PHASE 2, BLOCK A, SITUATED IN DEERFIELD TOWNSHIP

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

RELEASE

Bond Number	:	19-005 (W/S)
Development	:	Cross Creek Estates, Phase 2, Block A
Developer	:	Cross Creek Estates, LLC
Township	:	Deerfield
Amount	:	\$10,539.15
Surety Company	:	Westchester Fire Ins. Co. (K09676909)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Cross Creek Estates, LLC, 7861 East Kemper Road, Cincinnati, OH 45249
Westchester Fire Ins. Co, 525 W. Monroe Street, Suite 700, Chicago, IL 60661
Water/Sewer (file)
Bond Agreement file

Resolution

Number 23-1191

Adopted Date September 14, 2023

APPROVE PATTERSON ROAD IN GOVERNOR'S POINTE NORTH, SECTION FOUR,
REVISION 1 FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

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

Street Number	Street Name	Street Width	Street Mileage
0322-T	Patterson Road	R/W Varies	0.032

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

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

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

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

Resolution adopted this 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Governor's Pointe North Section Four Revision 1, Being a Replat of Governor's Pointe North Section Four Lot 1 as Recorded in P.B. 53, Pgs. 100-101

Sec. 27, Town 4, Range 2
Deerfield Township
Warren County, Ohio
January 2018

Warren County Commissioners
I hereby approve this plat on the 22nd day of February, 2018

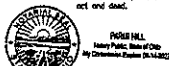
Commissioner: [Signature]
Commissioner: [Signature]
Commissioner: [Signature]

Owner, Consent and Particulars:
We the undersigned, being the owners and fee holders of the lands herein platted, do hereby voluntarily consent to the association 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" shown on this plat are for the placement of electric lines and for the maintenance and repair of electric lines. These easements 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, items noted elsewhere on the express purpose of utility, conveying or removing any and all trees or other obstructions within said easement or immediately adjacent streets and for providing ingress and egress to the property for said purposes and are to be restricted on such manner, no building or other structure may be built within said easements, nor may the easements be physically created so as to (1) reduce clearances of other overhead or underground facilities; (2) impair the load support of said facilities; (3) impair ability to maintain the facilities or; (4) create a hazard.

The above utility easements are for the benefit of all public utility providers.
By: [Signature]
By: [Signature]
By: [Signature]

State of Ohio, S.S.
Be it remembered that on the 21st day of February, 2018, before me, the undersigned, a notary public in and for said state, personally appeared [Signature] who acknowledged the undersigned and execution of the foregoing plat to be his/her voluntary act and deed.



Deed Reference
Situated in Section 22, Town 4, Range 2, Deerfield Township, Warren County, Ohio, Governor's Pointe North, Section 4, containing 3.672 Acres being all of Lot 1 of Governor's Pointe North Section Four in Plat Book 53, Page 100 and conveyed to Clorpy Plastic Products Company, Inc. in Official Record 4705, Page 695 of the Warren County Ohio Recorder's Office.

Comments and Restrictions
Subdivision subject to legal easements and rights of way of record.

- Notes:**
- 1) All
 - 2) The owner of lot to shall be responsible for the maintenance of the lot.
 - 3) Sidewalk shall be as required by the Deerfield Township Zoning Administration.

Deerfield Township Zoning Inspector
I hereby approve this plat on the 22nd day of February, 2018
[Signature]
Deerfield Township Zoning Inspector

Warren County Boardman Planning Commission
I hereby approve this plat on the 22nd day of February, 2018
[Signature]
Ex. Director

County Engineer
I hereby approve this plat on the 22nd day of February, 2018
[Signature]
County Engineer

Warren County Sanitary Engineer
I hereby approve this plat on the 22nd day of February, 2018
[Signature]
Warren County Sanitary Engineer

County Recorder
The No. 2018-005778
Recorded on the 13th day of March, 2018 at 10:32 A.M.
Recorded on the 13th day of March, 2018 at 10:32 A.M.
Recorded in Plat Book No. 97, on Page No. 27.
Feb 26 2018

County Auditor
Transferred on the 1st day of March, 2018 at 10:20:00
[Signature]
County Auditor

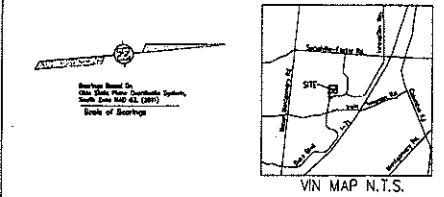
Subdivision Plat
Platted Name
Clorpy
Duke Blvd

Section 27, Town 4, Range 2
Deerfield Township
Warren County, Ohio

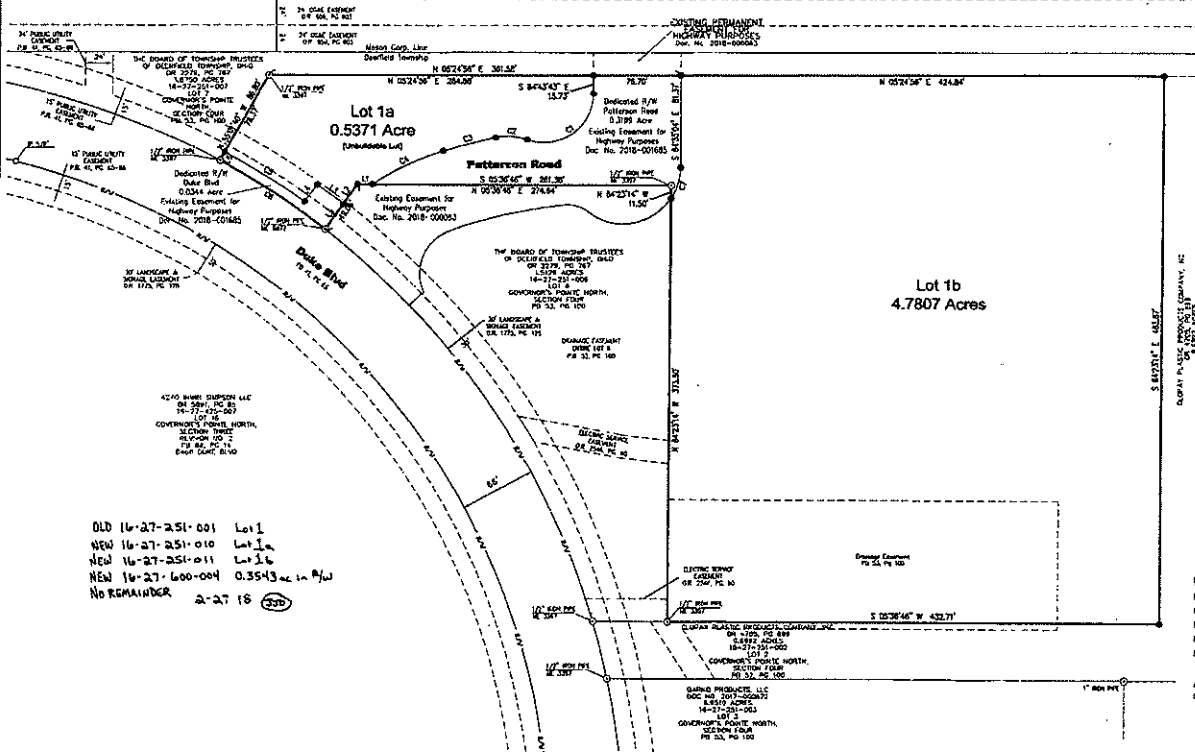
1" = 50'
14048.50

Berding Surveying

GPS Surveying 3D Laser Scanning
713 Main Street | Mount Gilead, OH 44862 | www.berdingsurveying.com
419.431.4799 Fax | 419.431.4024
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THE PROJECTOR IS CLORPY COMPANY
OF 454, PC 24
22045, OHIO
18-27-17-0002
4500 BROADWAY, WENTZVILLE, MO
SIRIUSLY VOL. 90, PG. 92



- Legend:**
- 1/2" = 10' = 1" = 50'
 - 1/4" = 10' = 1" = 50'
 - 1/8" = 10' = 1" = 50'
 - 1/16" = 10' = 1" = 50'
 - 1/32" = 10' = 1" = 50'
 - 1/64" = 10' = 1" = 50'
 - 1/128" = 10' = 1" = 50'
 - 1/256" = 10' = 1" = 50'
 - 1/512" = 10' = 1" = 50'
 - 1/1024" = 10' = 1" = 50'
 - 1/2048" = 10' = 1" = 50'
 - 1/4096" = 10' = 1" = 50'
 - 1/8192" = 10' = 1" = 50'
 - 1/16384" = 10' = 1" = 50'
 - 1/32768" = 10' = 1" = 50'
 - 1/65536" = 10' = 1" = 50'
 - 1/131072" = 10' = 1" = 50'
 - 1/262144" = 10' = 1" = 50'
 - 1/524288" = 10' = 1" = 50'
 - 1/1048576" = 10' = 1" = 50'
 - 1/2097152" = 10' = 1" = 50'
 - 1/4194304" = 10' = 1" = 50'
 - 1/8388608" = 10' = 1" = 50'
 - 1/16777216" = 10' = 1" = 50'
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Resolution

Number 23-1192

Adopted Date September 14, 2023

APPROVE PATTERSON ROAD IN GOVERNOR'S POINTE NORTH, SECTION FOUR, REVISION 2 FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

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

Street Number	Street Name	Street Width	Street Mileage
0322-T	Patterson Road	R/W Varies	0.026

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


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

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

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

Resolution adopted this 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 23-1193

Adopted Date September 14, 2023

ACCEPT THE DEDICATION OF ADDITIONAL DUKE BOULEVARD RIGHT-OF-WAY PROVIDED IN THE GOVERNOR'S POINTE NORTH, SECTION FOUR, REVISION 1 PLAT AND ASSIGN FOR CONTINUED PUBLIC MAINTENANCE BY WARREN COUNTY

WHEREAS, Duke Boulevard was established in 1994 and has long been maintained by Warren County since 2003; and

WHEREAS, this existing section of public right-of-way for Duke Boulevard is generally in the form of dedicated road right-of-way along the length of the road established by Governor's Pointe North Section Two in Plat Book 41 Pages 65-66; and

WHEREAS, the developer of Governor's Pointe North, Section Four, Revision 1 desires that the Board of Commissioners formally accepts for maintenance the additional portion of the Duke Boulevard right-of-way across Lot 1A of Governor's Pointe North, Section Four, Revision 1, which they dedicated by the Governor's Pointe North, Section Four, Revision 1 Plat in Plat Book 97, Page 27 recorded in 2018; and

NOW THEREFORE BE IT RESOLVED, that 0.0344 acres of additional public right-of-way for Duke Boulevard is hereby accepted and assigned to Warren County for the County's continued maintenance; and

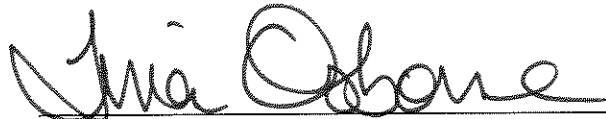
BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

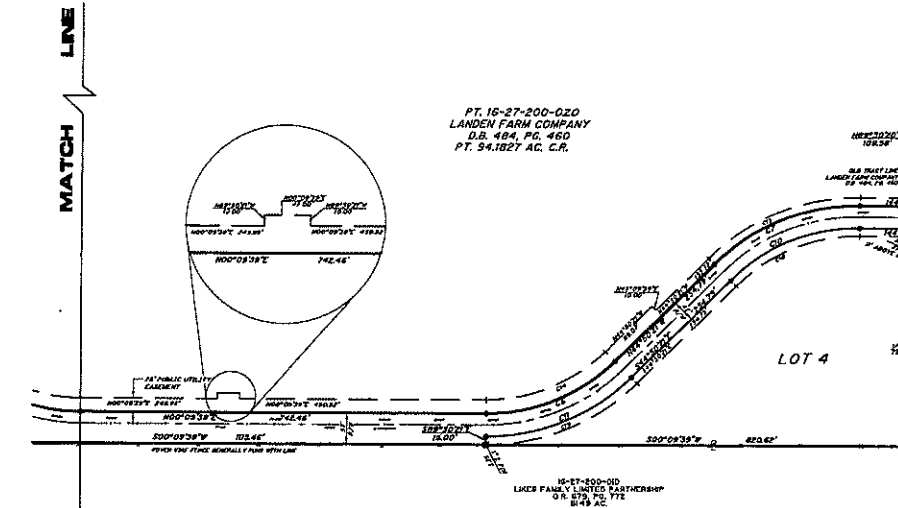
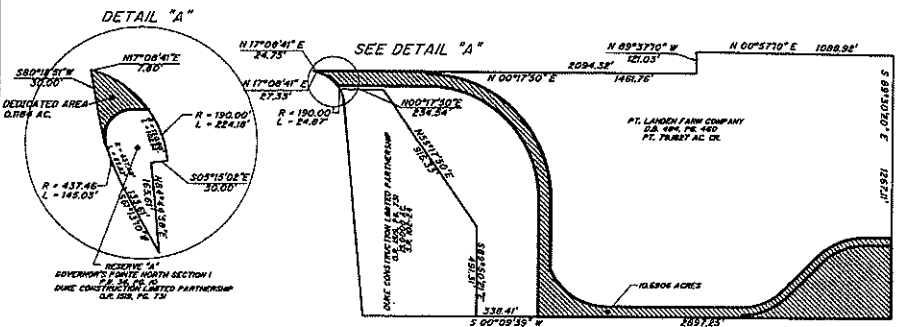
DRAWING NUMBER
 CARRIWAY PARTS
 NORTH GR. L. 41-66

DRAWING NUMBER
 PLAZA DRIVE

DRAWING NUMBER
 PLAZA DRIVE

DRAWING NUMBER
 PLAZA DRIVE

SUPERIMPOSITION MAPS



Old # 16-27-400-010 Reserve "A"	0.4712 AC.
16-27-200-020	66.3586 AC.
16-27-200-004	5.347 AC.
New # 16-27-200-021 Lot 4	4.4983 AC.
16-27-200-022 Reserve "B"	2.7533 AC.
16-27-200-023 Reserve "C"	1.4063 AC.
Rem # 16-27-400-016 Pt. Reserve "A"	D.3528 AC.
16-27-200-024	55.6674 AC.
7-17-98 (12)	

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	617.00	262.71	89°31'48"	611.24	S45°13'42" W
C2	50.00	51.89	107°14'22"	65.69	S55°22'22" E
C3	412.46	211.0	01°12'24"	57.26	S76°48'08" W
C4	563.00	1071.23	65°51'45"	364.76	N40°13'42" E
C5	326.00	320.35	67°04'50"	327.89	N57°48'23" E
C6	326.00	320.35	45°00'00"	231.81	N67°20'21" W
C7	371.00	282.09	45°34'24"	287.37	N82°03'11" W
C8	50.00	18.16	30°44'00"	72.16	N44°26'00" W
C9	50.00	12.90	62°15'00"	32.80	S47°12'00" W
C10	383.00	261.86	45°34'24"	284.84	S22°03'11" E
C11	371.00	281.89	45°00'00"	283.86	S22°10'21" E
C12	108.00	52.39	04°17'18"	52.80	N89°02'18" E
C13	304.00	355.97	67°04'50"	355.93	N37°48'23" E
C14	304.00	355.97	45°00'00"	257.89	S27°20'21" E
C15	326.00	320.35	45°34'24"	287.89	N67°20'21" E
C16	38.00	33.43	90°44'00"	48.81	N44°38'00" W
C17	38.00	24.58	89°12'00"	49.19	S45°26'00" W
C18	34.00	24.58	45°14'00"	24.82	S45°14'00" W
C19	386.00	303.16	45°00'00"	328.43	S22°10'21" E
C20	407.46	26.60	10°46'10"	26.40	S26°16'10" W
C21	33.00	62.85	100°00'00"	62.74	S26°16'10" W
C22	602.00	344.10	82°51'43"	320.34	N45°13'44" E
C23	437.46	87.64	11°30'11"	87.64	S26°16'10" W
C24	636.00	129.04	13°03'11"	129.10	N13°03'11" E
C25	636.00	805.12	65°03'20"	781.22	N52°48'12" E

RESERVE "B" & RESERVE "C" ARE NOT INTENDED TO BE BUILDING SITES AND ARE TO BE MAINTAINED BY THE OWNER AS A LANDSCAPED BUFFER AREA.

BIENT-OF-WAY AREA DEDICATED BE DUKE BOULEVARD/SOCIAL VILLE/FOSTER'S ROAD.

OWNER	SIDWELL NO.	AREA DEDICATED
LANDEN FARM COMPANY	16-27-200-004	1.0252 AC.
LANDEN FARM COMPANY	16-27-200-022	6.9177 AC.
DUKE CONSTRUCTION LIMITED PARTNERSHIP (RESERVE "A")	16-27-400-010	0.4884 AC.
TOTAL		8.4313 AC.

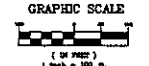
RESERVE AND LOT AREAS

AREA	SIDWELL NO.	AREA DEDICATED
RESERVE "B"	16-27-200-022	2.7533 AC.
RESERVE "C"	16-27-200-023	1.4063 AC.
LOT #		4.4983 AC.

PUBLIC UTILITY EASEMENT AREA DEDICATED

OWNER	SIDWELL NO.	AREA DEDICATED
LANDEN FARM COMPANY	16-27-200-020	2.6692 AC.
DUKE CONSTRUCTION LIMITED PARTNERSHIP	16-27-400-014	1.0061 AC.
TOTAL		3.6753 AC.

NORTH AND SCALES SYSTEM
 BASED ON S.R. 80-108 & S.R. 28-49
 AS FILED IN THE WARREN COUNTY
 ENGINEERS RECORDS OF LAND SURVEYS



CDS
 engineers
 architects
 planners
 surveyors

CDS ASSOCIATES, INC.
 240 JACOBS ST.
 FARMINGDALE, NY 11735
 609.251.0000
 609.251.0004
 609.251.0004
 FAX: 609.251.0004

RECORD PLAT
 GOVERNOR'S POINTE NORTH
 SECTION TWO
 DEERFIELD TOWNSHIP
 WARREN COUNTY, OHIO

DATE	BY	SCALE
1-11-00	4/22/98	
TRK	MHW	
97562	CS-3	

Resolution

Number 23-1194

Adopted Date September 14, 2023

APPROVE A STREET AND APPURTENANCES BOND REDUCTION FOR PRUS PROPERTIES, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR THE INSTALLATION OF THE LEFT TURN LANE AND ASSOCIATED ROADWAY IMPROVEMENTS ON MORROW-COZADDALE ROAD ASSOCIATED WITH THE VILLAGES OF CLASSICWAY SUBDIVISION IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two-year maintenance period:

BOND REDUCTION

Bond Number	: 23-005 (P-M)
Development	: The Villages of Classicway Subdivision
Developer	: Prus Properties, LLC
Township	: Hamilton
Reduction Amount	: \$438,983.60
Surety Company	: Ohio Farmers Insurance Company

BE IT FURTHER RESOLVED: the original amount of bond was \$518,798.80 and after the above reduction, the remaining bond amount is \$79,815.20.

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Prus Properties, LLC, Attn: Joe Prus, 5325 Wooster Rd, Cincinnati, OH 45226
Ohio Farmers Insurance Co., One Park Circle, Westfield Center, OH 44251
Morgan Hoffman Insurance, Attn: Kathy Vonderhaar, PO Box 42610, Cincinnati, OH 45242
Engineer (file)
Bond Agreement file

Resolution

Number 23-1195

Adopted Date September 14, 2023

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF SECTION 8B SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	23-009 (W/S)
Development	:	The Trails of Greycliff Section 8B
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$25,974.17
Surety Company	:	Merchants National Bonding Company (100146939)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: Home Run Development, 562 N. Main Street, Springboro, OH 45066
Merchants National Bonding Co., PO Box 14498, Des Moines, IA 50306
Water/Sewer (file)
Bond Agreement file

Bond No.: 100146939
Form WA-3
Rev. 08/2016

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

23-009 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Home Run Development, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Merchants National Bonding, Inc. (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Trails of Greycliff **Subdivision, Section/Phase** 8B (3) (hereinafter the "Subdivision") situated in
Franklin (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 \$259,741.68,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within _____ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$25,974.17 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Home Run Development, LLC

Attn: Austin Kaiser

562 N. Main Street

Springboro, OH 45066

Ph. (937) 903 - 2680

D. To the Surety:

Merchants National Bonding, Inc.

P.O BOX 14498

Des Moines, IA 50306

Ph. (515) 243 - 8171

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER: Home Run Development, LLC

SURETY: Merchants National Bonding, Inc.

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

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

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: George M. Kaiser

PRINTED NAME: Jeremy Crawford

TITLE: Managing Member

TITLE: Attorney-In-Fact

DATE: 8-6-23

DATE: 08/24/23

[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 23-1195, dated 08/24/23 9-14-23

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Sharon Jones

TITLE: President

DATE: 9-14-23

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

**MERCHANTS
BONDING COMPANY™**
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford; Michael D Williams

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

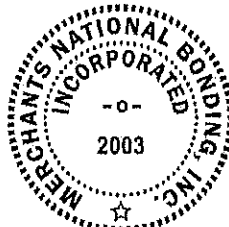
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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 Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



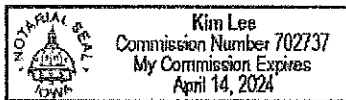
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of August, 2023.



William Warner Jr.
Secretary

Resolution

Number 23-1196

Adopted Date September 14, 2023

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF, SECTION 8B SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	23-009 (P/S)
Development	:	The Trails of Greycliff, Section 8B
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$101,694.61
Surety Company	:	Merchants National Bonding Inc. (100146940)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

23-009 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Home Run Development, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and

Merchants National Bonding, Inc. (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Trails of Greycliff **Subdivision, Section/Phase** 8B (3) (hereinafter the "Subdivision") situated in
Franklin (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 \$324,289.66,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$78,226.62; 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 \$101,694.61 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$64,857.93 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:

Home Run Development, LLC

Attn: Austin Kaiser

562 N. Main Street

Springboro, OH 45066

Ph. (937) 903 - 2680

D. To the Surety:

Merchants National Bonding, Inc.

P.O BOX 14498

Des Moines, IA 50306

Ph. (515) 243 - 8171

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

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

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


DEVELOPER: Home Run Development, LLC

SURETY: Merchants National Bonding, Inc.

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

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

SIGNATURE: _____



SIGNATURE: _____



PRINTED NAME: George M. Kaiser

PRINTED NAME: Jeremy Crawford

TITLE: Managing Member

TITLE: Attorney-In-Fact

DATE: 9-6-23

DATE: 08/24/23

[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 23-009, dated 08/24/23 9.14.23

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Sharon Jones

TITLE: President

DATE: 9.14.23

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford; Michael D Williams

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

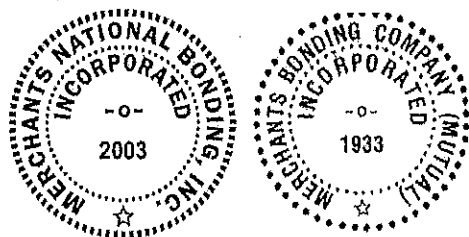
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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 Companies have caused this Instrument to be signed and sealed this 8th day of December, 2022.

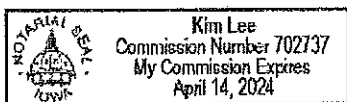


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

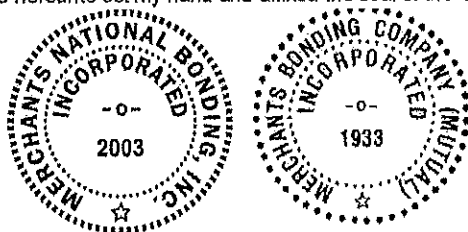


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of August, 2023.



William Warner Jr.
Secretary

Resolution

Number 23-1197

Adopted Date September 14, 2023

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH SCHNICKE DEVELOPMENT GROUP, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN DUKE CROSSING SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	23-010 (W/S)
Development	:	Duke Crossing
Developer	:	Schnicke Development Group, LLC
Township	:	Deerfield
Amount	:	\$16,000
Surety Company	:	Capitol Indemnity Corporation (CIC1924004)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Schnicke Development Group, 1250 Springfield Pike, Cincinnati, OH 45245
Capitol Indemnity Corp, 1600 Aspen Commons, Suite 300, Middleton, WI 53562
Water/Sewer (file)
Bond Agreement file

Form WA-3
Rev. 08/2016

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

23-010 (4/3)

This Agreement made and concluded at Lebanon, Ohio, by and between Schnicke Development Group, 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:

WHEREAS, the Developer is required to install certain improvements in Duke Crossing Subdivision, Section/Phase # (3) (hereinafter the "Subdivision") situated in Dearfield (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 ~~\$0~~ 160,000, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within one years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of Sixteen Thousand (\$16,000) to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Schnicke Development Group, LLC
1250 Springfield Pike
Cincinnati, OH 45245
Ph. (513) 535 - 4888

D. To the Surety:

Capitol Indemnity Corporation

1600 Aspen Commons, Ste. 300

Middleton, WI 53562

Ph. (800) 475 - 4450

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

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

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

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

___ Original Escrow Letter (attached)

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

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

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

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

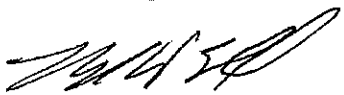
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners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

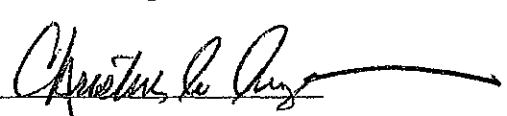
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: Schnicke Development Group, LLC **SURETY:** Capitol Indemnity Corporation

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

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

SIGNATURE: 
PRINTED NAME: MARK W. Schnicke
TITLE: President
DATE: Sept. 9, 2023

SIGNATURE: 
PRINTED NAME: Christina A. Arvizu
TITLE: Attorney-in-Fact
DATE: September 8, 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 23-010, dated 9-14-23.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 9-14-23

RECOMMENDED BY:

By: Chris Bouchard
SANITARY ENGINEER

APPROVED AS TO FORM:
By: [Signature]
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

CIC1924004

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

-----ALVIN F. ROEHR JR.; JEFFREY S. MCCAULEY; SANDRA K. JONES; CARMINE DILONARDO; LORI GARNER-----

-----LISA GONZALES; CHRISTINA A. ARVIZU-----
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

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

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 January, 2020.

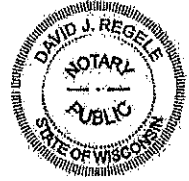
Attest: [Signature]
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
[Suzanne M. Broadbent Signature]
Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION
[Signature]
John L. Sennott, Jr.
Chief Executive Officer and President

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

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; 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.



[Signature]
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 8th day of September, 2023



[Signature]
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

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

Ohio Department of Insurance

Mike DeWine - Governor
Judith French - Director



Certificate of Compliance

Issued 03/22/2023

Effective 04/02/2023

Expires 04/01/2024

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

CAPITOL INDEMNITY CORPORATION

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

Section 3929.01 (A)

Accident & Health	Nonrenew- Stated Reasons (A&H)
Allied Lines	Other
Boiler & Machinery	Other Accident only
Burglary & Theft	Other Liability
Collectively Renewable A & H	Surety
Commercial Auto - Liability	
Commercial Auto - No Fault	
Commercial Auto - Physical Damage	
Fidelity	
Fire	
Glass	
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Noncancellable A & H	

CAPITOL INDEMNITY CORPORATION certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$714,523,665, liabilities in the amount of \$527,298,321, and surplus of at least \$187,225,344.

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

Judith L. French

Judith French, Director



Resolution

Number 23-1198

Adopted Date September 14, 2023

APPROVE VARIOUS RECORD PLATS

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


- The Trails of Greycliff Section 8B Final Plat – Franklin Township
- Duke Crossing Final Plat – Deerfield Township
- Hatch Subdivision, Mason-Montgomery ROW Dedication Plat – Deerfield Township

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 23-1199

Adopted Date September 14, 2023

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATIONS INTO OHIOMEANSJOBS FUNDS #2258 AND #2254

WHEREAS, an amended certificate needs to be accepted and supplemental appropriations be approved; and

NOW THEREFORE BE IT RESOLVED, accept an amended certificate increasing revenue to fund #2258 in the amount of \$77,265.74 and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriations for fund #2258 and #2254:

\$71,000.00	into	22585800-5663	(Classroom Training - Adult)
\$ 3,000.00	into	22585800-5114	(Overtime Pay)
\$ 4,265.74	into	22585800-5940	(Travel)
\$ 4,000.00	into	22585800-5820	(Health & Life Insurance)
\$18,000.00	into	22545800-5102	(Regular Salaries)
\$10,000.00	into	22545800-5820	(Health and Life Insurance)
\$ 3,000.00	into	22545800-5940	(Travel)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Amended Cert. file
OhioMeansJobs (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

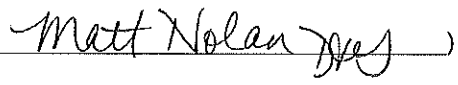
Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, September 13, 2023

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2023, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE -Special Revenue	Jan. 1st, 2023	Taxes	Other Sources	Total
Workforce Investment Act	\$108,287.50		\$837,265.74	\$945,553.24
Fund 2258				
TOTAL	\$108,287.50	\$0.00	\$837,265.74	\$945,553.24


 _____)
 _____)
 _____) Budget
 _____) Commission

Resolution

Number 23-1200

Adopted Date September 14, 2023

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the third quarter of their 2023 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:

\$44,305.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
CSEA (file)
OMB

Resolution

Number 23-1201

Adopted Date September 14, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS GENERAL
FUND #11011110

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00 into #11011110-5940 (General – BOCC Travel)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Commissioners' file
OMB – S. Spencer

Resolution

Number 23-1202

Adopted Date September 14, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2287

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County Sheriff's Office Fund #2287:

\$10,000.00 into 22872200-5400 (Purchased Services)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 23-1203

Adopted Date September 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY CONSTRUCTION PROJECTS FUND #4467

BE IT RESOLVED, to approve the following appropriation adjustment:

\$30,000.00 from #44673730-5320 (Capital Purchases)
into #44673730-5317 (Non-Capital Purchases)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor _____
Appropriation Adj. file
Facilities Management (file)

Resolution

Number 23-1204

Adopted Date September 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to non-capital equipment purchases; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$35,000.00	from	55103200 - 5998	(Reserve/Contingency)
	into	55103200 - 5317	(Non-Capital Purchase)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 23-1205

Adopted Date September 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to vehicle maintenance;
and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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


\$10,000.00	from	55103200 - 5998	(Reserve/Contingency)
	into	55103200 - 5462	(Vehicle Maintenance)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 23-1206

Adopted Date September 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs for salaries; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$100,000.00 from 55103200 - 5998 (Reserve/Contingency)
into 55103200 - 5102 (Regular Salaries)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 23-1207

Adopted Date September 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs overtime costs due to staffing needs,
maintenance, repairs and projects; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$80,000.00	from	55103200-5820	(Health & Life Insurance)
	into	55103200-5114	(Overtime Pay)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 23-1208

Adopted Date September 14, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 5580

WHEREAS, the Water and Sewer Department incurs costs for purchased services related to preventative maintenance, repairs and replacement; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$50,000.00	from	55803300 - 5998	(Reserve/Contingency)
	into	55803300 - 5400	(Purchased Services)

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 23-1209

Adopted Date September 14, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
SHE	72 HOUR LLC	SHE 2024 FORD F-350	\$ 60,011.58

PO CHANGE ORDER

WAT	WARREN COUNTY ENGINEER	KING AVE BRIDGE WATER CONSTRUCTION	\$ 1,432.27 INCREASE
SEW	WARREN COUNTY ENGINEER	KING AVE BRIDGE SEWER CONSTRUCTION	\$ 1,432.28 INCREASE

9/14/2023 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 23-1210

Adopted Date September 14, 2023

AUTHORIZE THE ISSUANCE OF A COUNTY CREDIT CARD FOR USE BY THE WARREN COUNTY PROBATE/JUVENILE COURT

WHEREAS, Ohio Revised Code § 301.27 authorizes the office of a county appointing authority to use a credit card to pay work related expenses including: food expenses; transportation expenses; gasoline and oil expenses; motor vehicle repair and maintenance expenses; telephone expenses; lodging expenses; and, internet service provider expenses; and

WHEREAS, in order for the office of a county appointing authority to obtain a credit card, the county appointing authority must apply to the board of county commissioners for authorization to have an officer or employee of the appointing authority use a credit card held by the appointing authority, and such authorization request must state whether the card is to be issued only in the name of the office of the appointing authority or whether the issued card also shall include the name of a specified officer or employee; and

WHEREAS, the debt incurred as a result of use of the credit card shall be paid from monies appropriated to specific appropriation line items of the appointing authority for the aforementioned work-related expenses; and

WHEREAS, in accordance with Ohio Revised Code § 301.27 (E) (2), the board of county commissioners may adopt a resolution authorizing an officer or employee of an appointing authority to use a county credit card to pay specific classes of the aforementioned work-related expenses without submitting an estimate of those expenses to the board of county commissioners; and

WHEREAS, prior to adopting a resolution authorizing the use of a county credit card, the board of county commissioners are required to notify the county auditor; and

WHEREAS, the Warren County Probate/Juvenile Court, who is a County Appointing Authority, has requested a county credit card to be issued in the name of the Warren County Probate/Juvenile Court and authorization for use by the employees of the Warren County Probate/Juvenile Court to pay for work related expenses including expenses for transportation and lodging expenses due to having to incur such expenses from time to time for employees, victims and witnesses, and the vendors of such services only accept a credit card to make reservations for the same; and

WHEREAS, upon receipt of the request from Warren County Probate/Juvenile Court, the Clerk sent notice of the request to the County Auditor; and

NOW THEREFORE BE IT RESOLVED, this Board does hereby authorize the issuance of a county credit card to the Warren County Probate/Juvenile Court and this Board does hereby

RESOLUTION #23-1210
SEPTEMBER 14, 2023
PAGE 2

authorize its use by employees of the Warren County Probate/Juvenile Court as approved by administrators; and

BE IT FURTHER RESOLVED, that the said credit card shall be used to pay any work related expenses allowed under Ohio Revised Code § 301.27 and may be done so without submitting an estimate of those expenses to this Board; and

BE IT FURTHER RESOLVED, that the debt incurred as a result of use of the credit card shall be paid from monies appropriated to specific appropriation line items of the Warren County Probate/Juvenile Court for the specific work-related expenses.

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Auditor _____
Probate/Juvenile Ct. (file)

Resolution

Number 23-1211

Adopted Date September 14, 2023

APPROVE APPOINTMENT OF ALTERNATE MEMBER TO FILL A VACANT SEAT ON
THE RURAL ZONING BOARD OF APPEALS

BE IT RESOLVED, to approve the following appointment:

RURAL ZONING BOARD OF APPEALS

Alternate

Jeremy Magrum
2130 Hamilton Road
Lebanon, Ohio 45036

Term to expire 12/31/26

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Appointees
Appointments file
Zoning (file)
L. Lander

Resolution

Number 23-1212

Adopted Date September 14, 2023

APPROVE AN ADDENDUM TO THE COMMUNITY BASED CORRECTIONS SUBSIDY GRANT AGREEMENT THROUGH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTIONS ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

WHEREAS, as pursuant to Resolution 23-0793, dated June 20, 2023, a grant agreement was approved on behalf of the Warren County Common Pleas Court through the State of Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, for the FY 2024-2025 Community Corrections Act 2.0 Grant, performance period July 1, 2023, to June 30, 2025; and

WHEREAS, an Addendum to the Community-Based Corrections Subsidy Grant Agreement is being submitted to amend the total expenditures for fiscal year 2024-2025 Community Corrections Grant Agreement; and

NOW THEREFORE BE IT RESOLVED, to modify the award amounts with the total expenditures for Fiscal Year 2024-2025 not to exceed \$1,357,120.00 (total grant award amount) and add paragraphs 27 and 28, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Rehabilitation and Correction the Warren County Board of Commissioners has no further obligation to fund this project.

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 14th day of September 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

vsp\

cc: c/a—ODRC
Community Corrections (file)
OGA(file)
Auditor's Office – B. Quillen

Addendum to Community-Based Corrections Subsidy Grant Agreement

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Warren County Common Pleas Court Services (name of organization) located at 500 Justice Drive, Lebanon, Ohio 45036 (address). ODRC and the Grantee entered into an agreement effective the original date of approval. ODRC and the Grantee now desire to amend the original fiscal year 2024/2025 Community Corrections Grant Agreement to modify the award amounts as listed below and add paragraphs 27 and 28:

	Base Award	PSI Award	Incentive Award	Addendum Increase	Addendum Decrease	New Total Award
CCA 2.0	\$1,105,592.00	\$186,904.00	\$0.00	\$64,624.00	\$0.00	\$1,357,120.00
TCAP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PSG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This addendum shall be effective on the date of the last signature. Total expenditures for Fiscal Year 2024/2025 will not in any case exceed **\$1,357,120.00** (total grant award amount).

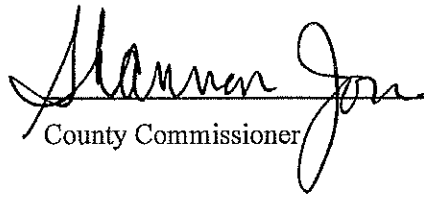
27. Liability: To the extent allowable by law, each party agrees to be responsible for any liability, suits, losses, judgments, damages, or other demands brought as a result of its own negligent actions or omissions in the performance of this Agreement.

28. Civil Rights Assurance: The parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

Terms of the Original Contract: All other terms and conditions of the original Contract are not modified by this amendment and shall remain in full force and effect and be considered incorporated herein as part of the First Amendment.


Christopher Galli


Christopher Galli, Chief
Bureau of Community Sanctions

 9.14.23
County Commissioner Date

Roger Wilson

Roger Wilson, Deputy Director
Division of Parole and Community Services


 9.14.23
County Commissioner Date

 9.14.23
County Commissioner Date

County Executive Date

City Manager/Mayor Date

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney