



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

GENERAL SESSION AGENDA

October 8, 2024

- #1 *Clerk—General*
- #2 9:00 *Work Session—Tammy Whitaker, Benefits Manager, to Discuss
2025 Benefits Renewal*

The Board of Commissioners' public meetings can now be streamed live at [Warren County Board of Commissioners - YouTube](#)

CONSENT AGENDA*

October 8, 2024

Approve the minutes of the October 1, 2024 Commissioners' General Session Meeting and the October 1, 2024 Commissioners' Work Session Meeting.

PERSONNEL

1. **Approve reclassification of multiple caseworkers within Children Services**
2. **Accept resignation of Lisa Benton, Linda Peters, and Matthew Daniel within Children Services and Leslie Smith within Facilities Management**

GENERAL

3. **Cancel regularly scheduled Commissioners' Meeting of Thursday, October 10, 2024**
4. **Advertise for bids for the WAR-VAR Guardrail FY25 Project and the Township Line Road Bridge Replacement Project**
5. **Authorize County Administrator to sign documents relative to the Building Resilient Infrastructure and Communities grant application**
6. **Authorize President of the Board to sign a satisfaction of mortgage for George Pena**
7. **Accept final proposal from RJE for the Commissioners' Office**
8. **Enter into agreements with Ohio Medical Career College, Breakthrough Performance Group, and The Feed Store on behalf of OhioMeansJobs Warren County**
9. **Accept Addendum to agreement with Cincinnati Bell Telephone Company on behalf of Telecommunications**
10. **Accept quote from Business Communication Specialists on behalf of Telecommunications**
11. **Rescind Resolution #24-1275 adopted September 24, 2024, accepting the transfer and conveyance of unused real estate owned by the Deerfield Township Board of Trustees**
12. **Accept transfer and conveyance of unused real estate owned by the Deerfield Township Board of Trustees**
13. **Declare various items as surplus and authorize disposal of said items**
14. **Acknowledge receipt of September 2024 Financial Statement**
15. **Acknowledge payment of bills**
16. **Approve various performance bond releases and street acceptances**

FINANCIALS

17. **Approve an operational transfer from Commissioners' into Mary Haven**
18. **Approve supplemental appropriations into Commissioners', Building and Zoning, Senior Citizens, Road Infrastructure, and Water**
19. **Approve supplemental appropriations from Commissioners' into Common Pleas and Juvenile for pay-outs**
20. **Approve appropriation adjustments within Economic Development, Emergency Services, Juvenile, OhioMeansJobs, Children Services, Transit, and Telecommunications**

***Please contact the Commissioners' Office at (513) 695-1250 for additional information or questions on any of the items listed on the Consent Agenda**

FOR CONSIDERATION NOT ON CONSENT AGENDA

1. Approving and entering into a land sales agreement with Warren County Airport Field, LLC relative to parcel number 08-13-100-024 in Turtlecreek Township.

APPROVING AND ENTERING INTO A LAND SALES AGREEMENT WITH WARREN COUNTY AIRPORT FIELD, LLC RELATIVE TO PARCEL NUMBER 08-13-100-024 IN TURTLECREEK TOWNSHIP

LAND SALES AGREEMENT

THIS LAND SALES AGREEMENT ("Agreement" or "LSA") is entered into at Lebanon, Ohio, by and between Warren County Airport Field, Ltd., an Ohio limited liability company (the "Seller") and the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, a county and political subdivision of the State of Ohio (the "Buyer"), or jointly referred to herein as the "Parties".

RECITALS

A. Seller is the sole owner of fee title to the following identified parcel of land, which is more particularly described on the attached Exhibit "A" consisting of 12.2099 acres, and as further illustrated on Exhibit "B."

<u>Parcel #</u>	<u>Account #</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>Acres</u>
<u>Current Land Use</u> 08-13-100-024 C.A.U.V./Vacant Land	5331270	Turtlecreek TWP- Lebanon CSD	Warren County Airport Field, Ltd.	12.2099

B. Buyer desires to purchase all of the real estate identified in paragraph A above, together with all rights, easements and privileges, and improvements thereon which shall be referred to in this Agreement as the "Property" pursuant to the terms, conditions, representations, and warranties set forth in this LSA.

C. Seller is willing to sell all of the Property to Buyer pursuant to the terms, conditions, representations, and warranties set forth in this LSA.

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

TERMS AND CONDITIONS

1. **DEFINITIONS.** Certain terms used herein are defined below; other terms are defined within the text of this Agreement. Any word used in this Agreement shall be construed to mean either singular or plural as indicated by the number of signatures at the end of this Agreement.

1.1 Closing shall mean the consummation of the purchase and sale of the Property in accordance with the terms and conditions of this Agreement which shall survive the closing and not be subject to merger by deed, estoppel, or any other legal or equitable theory.

1.2 Earnest Money Deposit. N/A.

1.3 Effective Date of this Agreement shall be the date on which the last party to sign executes this Agreement.

1.4 Permitted Exceptions are those items described in Section 5 hereof.

1.5 Review Period shall mean a period of THIRTY (30) days following the Effective Date of this Agreement.

1.6 Title Company shall mean any Title Insurance Company selected by Buyer for purposes of obtaining a title commitment and owner's policy of title insurance at the election of the Buyer. All costs relating to the services of the Title Company shall be borne by Buyer.

1.7 Closing Agent shall mean any Closing Agent selected by Buyer. All costs relating to the services of the Closing Agent shall be borne by Buyer.

2. **PURCHASE AND SALE OF THE PROPERTY.** Subject to the terms and conditions set forth herein, Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller.

3. **PURCHASE PRICE.** The Purchase Price for the Property shall be payable in the following manner.

3.1 Purchase Price. The Purchase Price shall be Three Hundred Ten Thousand Dollars (\$310,000).

3.2 Balance Due. The Purchase Price, subject to such adjustments, credits, deductions and prorations, as required herein, shall determine the balance to be paid by check issued by the Warren County Auditor to Seller at closing.

4. **DUE DILIGENCE.**

4.1 Review Period. Buyer may conduct a review, inspection, and feasibility studies of the Property and its usefulness for Buyer's intended purposes, and has pursued required approvals, consents and agreements, as Buyer deems necessary or appropriate in Buyer's sole judgment.

4.2 Termination. If Buyer determines for any reason in Buyer's sole judgment that the Property are not suitable in any respect, Buyer may terminate this Agreement by delivering written notice of termination to Seller on or before the expiration of the Review Period.

4.3 Specific Review Items. Without limiting the scope or extent of Buyer's review of the Property as described in 4.1 above, the satisfaction or waiver of each of the following conditions shall be included among the items to be reviewed by Buyer during the Review Period and shall be conditions precedent to Buyer's obligations hereunder:

(a) Title and Survey. Buyer has obtained, at Buyer's expense, a Title Certification from a licensed attorney. If the Property is unmarketable or is subject to matters other than the Permitted Exceptions based on the Title Certification, Buyer shall deliver written notice of such defect and evidence of the same including a copy of Buyer's Title Certification, to Seller. Seller, at Seller's sole cost shall have the option to remedy or remove such unacceptable exceptions, or to terminate this Agreement. If Seller cannot or will not remedy or remove such unacceptable exceptions on or before the expiration of the Review Period, Seller shall so notify Buyer in writing prior to the expiration of the Review Period. Buyer thereafter may either waive such unacceptable exceptions or may cancel this Agreement as provided for in Section 4.2 hereof. Notwithstanding the foregoing, any monetary liens and encumbrances shall be paid for and removed at Closing out of the Purchase Price unless otherwise removed by Seller prior to Closing.

(b) Contract Review. Within thirty days of the Effective Date, Seller shall provide to Buyer who may review all of the agreements, contracts, leases, easements and licenses affecting the Property, including without limitation any such written documentation relating to the sod farming use; plus, inspect all books and records relating to the operation of Property, the results of which review must be satisfactory to Buyer in its sole discretion. Any contract or agreement which Buyer does not desire to assume, in Buyer's sole determination, must be cancelled by Seller on or before the date of Closing unless Buyer agrees to accept assignment of the same.

4.4 Environmental Site Assessment. Buyer shall obtain , at its sole cost, a Phase I Environmental Site Assessment satisfactory to Buyer and/or the FAA, it their sole discretion.

In the event that any condition described in this Section 4.3 remains unsatisfied as of the Closing, in the Buyer's sole judgment, then the Buyer may elect to proceed with Closing, waiving any such condition, or the Buyer may, by written notice, terminate this Agreement.

4.4 In addition to the due diligence contingencies set out above, Buyer's obligations under this Agreement are conditioned upon the satisfaction, in Buyer's sole discretion, of the following specific conditions:

(a) No Breach of Representations. There shall be no breach or violation of the representations and warranties made by Seller under this Agreement.

(b) Performance of All Covenants. Seller shall have performed all covenants, agreements, and obligations and complied with all conditions required by this Agreement to be performed or complied with by Seller prior to the Closing Date, and no default hereunder by Seller shall have occurred and be occurring.

(c) No Title Exceptions. No exceptions to title shall exist except the Permitted Exceptions and acts done or suffered to be done by Buyer.

(d) Use Disclosure. Seller shall execute an Affidavit of Use in the presence of a Notary Public that discloses present and previous land uses creating any risk of chemical contamination resulting from any activities that occurred on the Property including without limitation buried chemical or fuel storage tanks, and further discloses any present or past disposal of residential, commercial, industrial or construction debris.

In the event that any condition described in this Section 4.4 remains unsatisfied as of the Closing, in the Buyer's sole judgment, then the Buyer may elect to proceed with Closing, waiving any such condition, or the Buyer may, by written notice, terminate this Agreement.

5. **CONDITION OF TITLE**. At the Closing, Seller shall execute a deed of conveyance of the Property to Buyer, by General Warranty deed, with good, merchantable, transferable and insurable fee simple title to the Property, free from all liens, encumbrances, restrictions, rights-of-way and other matters, excepting only the "Permitted Exceptions" as follows: (i) the lien of general real estate taxes and assessments not yet due and payable, subject to proration of taxes as provided herein; (ii) liens or encumbrances of a definite or ascertainable monetary amount which will be paid and discharged in full by or for Seller at or prior to the Closing; and (iii) local ordinances and easements, covenants, conditions and restrictions of record, if any, not otherwise objected to by Buyer under Section 4.3(a) hereof. For clarity purposes, any easement, encroachment, and rights-of-way benefiting any property other than the Property is not a Permitted Exception.

6. **SELLER'S COVENANTS**. Seller agrees that:

6.1 Within seven (7) days after the Effective Date, Seller shall provide Buyer with true, complete, and accurate copies of the following:

(a) All leases, contracts, agreements and commitments, written or unwritten, relating to the Property include, but not limited to, farm or agricultural use, mineral or gravel extraction, mining, and wellfield production or water extraction .

(b) All surveys, title insurance policies, and all engineering reports relating to the Property, or any part thereof, that were prepared for Seller or are in Seller's possession.

(c) Copies of any reports concerning soil, ground water, underground tanks, subsurface conditions, environmental conditions, or other information concerning the Property of which are in Seller's possession.

6.2 Through date of Closing, Seller shall maintain the Property in the same condition as it is on the date of the Seller's execution of this Agreement and in accordance with all requirements of any governmental authority.

6.3 After the Effective Date hereof, and as long as this Agreement remains in effect, Seller shall not encumber the Property or permit the Property to become encumbered with any mortgages, easements, agreements, concessions, licenses, leases, or other third party rights, except as otherwise may be agreed to by Buyer and Seller prior to Closing.

6.4 **Grant of Easement.** For no additional consideration from that being provided herein, at closing, Seller shall grant to Buyer an Ingress, Egress and Utilities Easement from the public right of way at Greentree Road to the Property on, under and over and with the same dimensions and appurtenances as the existing private drive identified as John Lane Boulevard as approximately illustrated on Exhibit "C" (the approximate "Ingress/Egress/Utilities Easement Area"), with a sufficient legal description acceptable to the Warren County Engineer's Tax Map Department and said Easement being recorded of public record in the Warren County Recorder's Office.

6.5 **Extension of John Lane Boulevard.** Seller or its agent shall construct at Seller's sole cost from the existing northern point of the private drive identified as John Lane Boulevard northerly to the Property, as illustrated on Exhibit "D" (the approximate "John Lane Blvd. Extension Area"). The said construction shall extend John Lane Boulevard consistent with the existing improved private drive illustrated on Plat Book 53, Page 60 attached hereto as Exhibit "E, including without limitation the extension being in the same horizontal line, improved with pavement, have the same width and cross slope to drain the pavement, and ditches to carry stormwater along each side of the drive to existing roadside ditches to the south.

7. **BUYER'S REPRESENTATIONS.** Buyer represents that:

7.1 At Buyer's sole expense, to establish the fair market value for the full acquisition of the Property, Buyer has obtained a written independent fee appraisal and a separate written review appraisal from a qualified appraiser (defined as an appraiser with a professional designation from the American Institute of Real Estate Appraisers: Member Appraisal Institute ("MAI") and that complies with the Uniform Standards of Professional Appraisal Practices ("USPAP"). Buyer gave prior written notice to Seller and Seller was afforded the opportunity to accompany the MAI appraiser during the inspection of the Property but chose not to do so. Buyer has provided a complete copy of the appraisal report and review appraisal report to Seller. Seller was given the opportunity and chose not to obtain an independent fee appraisal, prepared by an MAI appraiser and that complies with USPAP.

7.2 The acquisition of the Property is not a necessity to complete a current project or FAA Assisted Expansion with approved plans for Warren County Airport/John Lane Field.

7.3 By virtue of this Agreement, Buyer has informed Seller that Buyer desires to purchase the Property for the purpose of preventing incompatible land uses abutting Warren County Airport/John Lane Field, and for potential future projects.

7.4 By virtue of this Agreement, Buyer has informed Seller that no purchase of the Property will occur failing amicable agreement of the Parties.

8. **SELLER'S WARRANTIES AND REPRESENTATIONS.** As a material inducement to Buyer to enter into this Agreement, Seller hereby warrants and represents to the Buyer as follows, which representations and warranties shall survive the Closing:

8.1 This is a voluntary sales transaction of the Property which is currently vacant land and being used for agricultural purposes (sod farming), and, that there are no buildings, structures, improvements of any kind, or personal property thereon, thus, this transaction does not result in Seller being a displaced person.

8.2 There are no tenants, or other persons and entities, with a leasehold interest, thus, this transaction does not result in any other person or entity being a displaced person.

8.3. Buyer has informed Seller that the Property is not required to be purchased for any current project or FAA Assisted Expansion with approved plans for Warren County Airport/John Lane Field; and, that Buyer informed Seller that no purchase of the Property will occur failing amicable agreement of the Parties.

8.4 To the best of Seller's knowledge, a part of the Property is zoned Office-Warehouse ("O/W") and the remainder of the Property is zoned General Business (B-2), with the said current land use being permitted under zoning, and no portion of the Property constitutes a non-conforming use. Seller has not received any notice of, nor does Seller have any knowledge of, any violation or alleged violation of any law, zoning ordinance, fire, building, health, environmental or other code, regulation or rule affecting the Property, except: due to the Property having no public road frontage owned in fee simple, no zoning permit can be issued under current conditions for the construction of any buildings or improvements on the Property.

8.5 Seller has not received any notice and does not have any knowledge of or information as to any existing or threatened condemnation or other legal action of any kind affecting the Property.

8.6 Seller has disclosed and Buyer is aware: a) that the Property currently has no direct access to the public right of way; b) Buyer is aware there is an 20' ingress/egress easement as illustrated on Exhibit "F" attached hereto but the easement is not capable of being physically used for accessing the Property, and the easement does not constitute public road frontage to comply with zoning regulations, thus, the Property in its current configuration is not buildable.

8.7 Seller has not received notice of, nor does it have knowledge of any actual or contemplated special assessments against the Property, or assessments for general real estate tax purposes affecting the Property, except as otherwise referred to in this Agreement or as may be disclosed in the Title Commitment or on a Settlement Statement at closing.

8.8 No commitments that impose any obligation to make any contribution of land or to install or maintain any improvements have been made by Seller, nor to the best of Seller's knowledge do any exist which do not appear of record, and none will be made, to any other governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property or its use and development. Any commitments that impose any obligation to make any contribution or reimbursement of money relating to any improvements on the land, such obligation shall remain the sole obligation of Seller who shall hold harmless and indemnify the Buyer for the same.

8.9 Seller owns fee simple marketable title to the Property on the date of Closing and will take and perform those acts, which are necessary hereunder in order to fulfill the terms and conditions hereof.

8.10 There are no pending lawsuits, no threatened lawsuits, and no asserted or threatened violations which may affect the Property or any part thereof or Seller's ability to perform this Agreement.

8.11 There are no private restrictions or conditions by deed or contract relating to the Property which do not appear of record. Seller has not executed or caused to be executed any document, restricting the development, use, or occupancy of the Property.

8.12 Seller has not ordered any material, labor or services which could result in the filing of any mechanic's or materialmen's lien against the Property. As of the date of Closing, the Property shall be free from mechanic's liens or the possibility of the rightful filing thereof. If any material or labor has been furnished to the Property within the ninety (90) day period immediately preceding the date of Closing, Seller shall furnish evidence reasonably satisfactory to the Buyer, Title Company or Closing Agent that the payment in full for all such material and labor has been made or provided for.

8.13 The Property being sold pursuant to this Agreement is 12.2099 acres.

8.14 Seller is not a foreign person under Section 1445 of the Internal Revenue Code.

8.15 Seller has full authority to enter into and carry out the terms of this Agreement, and Seller will provide execute at closing a deed of conveyance with covenants of general warranty satisfactory to Buyer, Buyer's legal counsel and/or Title Company.

8.16 To the best knowledge of Seller, neither Seller nor any other persons, have used or permitted any Hazardous Materials, as hereinafter defined, to be placed, held, stored or disposed of on the Property or any portion thereof, in violation of any Hazardous Material Laws, as hereinafter defined, and to Seller's knowledge, the Property does not now contain any Hazardous Materials or any underground storage tanks.

(a) For purposes of this Agreement, the term "Hazardous Materials" shall mean and include those substances, including without limitation, asbestos or any substance containing asbestos and deemed hazardous under any Hazardous Material Law (defined below), the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials, or petroleum (including crude oil or any fraction thereof) and any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law.

(b) "Hazardous Material Laws" collectively means and includes any present and future local, state, and federal law relating to the environment and environmental conditions without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§9601-9658, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§1251 *et seq.*, the Clean Air Act, 42 U.S.C. §§741 *et seq.*, the Clean Water Act, 33 U.S.C. §7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-300j, and all the regulations, orders, decrees now or hereafter promulgated thereunder.

9. **REAL ESTATE TAXES.** Seller shall be responsible for paying all current and prior year real property taxes and assessments, interest and penalties, if unpaid, plus real estate taxes and assessments unable to be paid shall be prorated from January 1, 2024 through the date of closing based on the most recent available tax duplicate and credited to Buyer on the Settlement Statement as an adjustment for items unpaid by Seller. Any special assessments applicable to the Property for improvements previously made to benefit the Property certified prior to Closing shall be paid in full by Seller on or before the date of Closing.

10. **CLOSING.**

10.1 Provided all conditions set forth herein have been satisfied or waived, the Closing shall take place no later than (7) days after the Review Period has expired or has otherwise extended as provided herein or by agreement of the parties (the "Closing Date"). The Closing shall occur at such place as agreed by Buyer and Seller. At Closing, Seller and Buyer, as applicable, shall deliver to the other the following:

(a) Satisfactory evidence of the authority and/or identification of the persons executing the conveyance documents to sign such documents and consummate the transaction on behalf of Seller, including without limitation a corporate resolution properly executed by all of Seller's shareholders designating Seller's authorized representative with the power of sale, authority to bind Seller, and to execute closing documents on Seller's behalf;

(b) A duly authorized and executed General Warranty deed by Seller's authorized representative, to be prepared by Buyer's legal counsel at no cost to Seller, in recordable and transferable form conveying good

and marketable title to the Property, subject only to taxes and assessments not yet due and payable, and Permitted Exceptions;

(c) A duly authorized and executed Seller's Affidavit, in form and substance satisfactory to Buyer, Buyer's legal counsel and/or Buyer's Title Company or Closing Agent;

(d) An affidavit in form and substance satisfactory to Buyer stating that all the representations and warranties set forth herein by Seller are true and correct as of the date of Closing and that Seller is not a "foreign persons" as such term is used in section 1445 of the Internal Revenue Code; and

(e) All other documents provided for in the LSA, and which may be reasonably required by the Buyer or Buyer's Title Company or Closing Agent to insure Buyer of good and marketable title to the Property and/or are customary for similar closings in southern western Ohio.

10.2 Except as otherwise provided herein, the Seller and Buyer shall each pay for their own respective attorneys. Each party shall be responsible for its own costs and expenses in accordance with the obligations or conditions to be performed by each party hereto. At the time of Closing, Seller and Buyer shall execute and deliver a settlement statement setting forth the Purchase Price with such closing adjustments thereto as may be applicable.

11. **REMEDIES UPON DEFAULT.** In the event Seller breaches or defaults under any of the terms of this Agreement, and such default is not cured within thirty (30) days after written notice of default from Buyer, Buyer shall be entitled to compel specific performance of this Agreement and recover all costs and reasonable attorney's fees related thereto.

12. **NOTICES.** All notices, elections, requests and other communications hereunder shall be in writing, and shall be deemed sufficiently given when personally delivered or when deposited in the United States mail, postage prepaid, certified or registered, or when delivered to a nationally recognized overnight delivery service and addressed as follows:

If to Seller:

Robert F. Henderson
11148 Woodward Lane
Cincinnati, OH 45241
Ph. (513) 535-2204
Email:

Copy to (if desired):

Robert T. Henderson
11148 Woodward Lane
Cincinnati, OH 45241
Ph.
Email: robertthenderson@forddevelopment.com

If to Buyer:

Attn. Martin Russell
County Administrator
Warren County, Ohio
406 Justice Drive
Lebanon, OH 45036
Ph. 513.695.1241
Email: martin.russell@co.warren.oh.us

Copy to:

Attn. Bruce A. McGary
Assistant Prosecuting Attorney
Warren County Prosecutor's Office
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. 513.314.8354
Email: bruce.mcgary@warrencountyprosecutor.com

13. **BROKERAGE COMMISSION.** Seller and Buyer each represents to the other that it has no knowledge of any agreement, understanding or fact which would entitle any person, firm or corporation to any such real estate fee or commission in connection with this transaction. If any such agreement, understanding or fact would entitle anyone to a

fee or commission, Seller shall be solely responsible for such fee or commission, and shall hold harmless and indemnify Seller from the same.

14. **MISCELLANEOUS.**

14.1 Survival of Agreement. The representations, warranties and covenants of Buyer and Seller herein contained or in any a deed of conveyance or any other document executed by Buyer or Seller to effect or consummate the transactions herein intended, shall survive the Closing and be exempt from merger by agreement, deed or estoppel.

14.2 Agreement Binding. This Agreement shall be binding upon and shall inure to the benefit of the Seller and its successors and assigns, and to Buyer and its successors and assigns.

14.3 Headings and Captions. The several headings and captions of the Sections and Subsections used herein are for convenience or reference only and shall, in no way, be deemed to limit, define or restrict the substantive provisions of this Agreement.

14.4 Entire Agreement. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the purchase and sale of the Property superseding any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by both the Seller and Buyer.

14.5 Cooperation. Buyer and Seller shall cooperate fully with each other to carry out and effectuate the purchase and sale of the Property in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein. Wherever the approvals of Buyer and Seller as herein set forth are so required, such approvals shall not unreasonably be withheld.

14.6 Governing Law and Venue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. The venue for any and all disputes, interpretations, claims or causes of action of any kind shall be brought exclusively in the Warren County [Ohio] Court of Common Pleas, General Division (unless the parties mutually agree in writing to mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state or federal court. Should either party breach this exclusive venue provision, the breaching party shall pay the reasonable attorney's fees and court costs that the other party incurs relating to such action having to be removed to the Warren County [Ohio] Court of Common Pleas, General Division.

14.7 Assignment. Any assignments of this Agreement shall be prohibited unless consented to in writing by all of the Parties.

14.8 Risk of Loss. Risk of loss to the Property shall remain on the Seller until the Closing.

[continued on following pages for signatures, acknowledgments and exhibits only]

IN EXECUTION WHEREOF, the Seller has executed this Agreement on the date set forth below.

SELLER:

Signature: _____

By: Robert F. Henderson

Title: Managing Member of RJ&F LTD,(sole member of Warren

County Airport Field LTD)

Date: _____

STATE OF OHIO, COUNTY OF _____, ss:

BE IT REMEMBERED, that on the _____ day of October, 2024, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be **Robert F. Henderson, Managing Member of RJ&F LTD, a Ohio limited liability company and who is the sole member of Warren County Airport Field, Ltd., an Ohio limited liability company**, whose name is subscribed hereto and he executed the forgoing instrument, and acknowledged the signing and execution of foregoing Agreement is his free and voluntary act and deed as its authorized representative by corporate resolution for the uses and purposes stated therein.

This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Notary Public

[SEAL]

[continued on following pages for signatures, acknowledgments and exhibits only]

BUYER:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, has caused this Agreement to be executed by _____, its President or Vice-President, on the date stated below, pursuant to Resolution # _____, dated _____, a copy of which is attached hereto.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this ____ day of October, 2024, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be _____, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his voluntary act and deed.

This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Notary Public

[SEAL]

Prepared and approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary, Asst. Prosecutor
Date: _____

EXHIBIT "A"
Metes and Bounds Legal Description

[attached vesting deed for legal description]

TRANSFERRED

Jan 16, 2024

SEC 319.902 COMPLIED WITH
MATT NOLAN, Auditor
WARREN COUNTY, OH by WG
Consideration: 0.00
Conveyance Fee: \$0.00 ex
Transfer Fee: \$0.50
Conveyance#: 265

LINDA ODA
WARREN COUNTY RECORDER

2024-001088

DEED
01/16/2024 02:32:10 PM
REC FEE: 42.00 PGS: 3
PIN:

by LR 3PGS / GS

Auditors Parcel #: 08-13-100-024

GENERAL WARRANTY DEED*

CSW Enterprise, Inc., an Ohio corporation, for good and valuable consideration paid, grants with general warranty covenants, to Warren County Airport Field, Ltd., an Ohio limited liability company, whose tax mailing address is 11148 Woodward Lane, Cincinnati, Ohio 45240, the following real property:

See Exhibit "A" attached

Excluded from the covenants of warranty are real property taxes and assessments which are not delinquent, easements, agreements, covenants and restrictions of record.

Prior instrument reference: Official Record 1546, Page 774.

Date: January 12, 2024

CSW Enterprise, Inc.

By: [Signature]
Gary Wahoff, President

State of Ohio
County of Hamilton

The foregoing document was acknowledged before me, a notary public in and for said county and state, this 12 day of January, 2024 by Gary Wahoff, President of CSW Enterprise, Inc., an Ohio corporation, on behalf of the corporation.



MICHAEL R. YEAZELL
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date, Section 147.03 O.R.C.

[Signature]
Notary Public

This instrument was prepared in unexecuted form by Robbins, Kelly, Patterson & Tucker, a legal professional association, 312 Elm Street, Suite 2200, Cincinnati, Ohio, 45202-2417. File No.: CL2878 1003.

WCEO
Tax Map Dep.
JG

EXHIBIT "A"
(Legal Description)

08-13-100-024

SITUATE IN SECTION 13, TOWN 3 EAST, RANGE 4 NORTH, TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING SPIKE IN THE CENTERLINE OF GREENTREE ROAD AT ITS INTERSECTION WITH THE EAST LINE OF NEW ENGLAND WAY SUBDIVISION AS RECORDED IN PLAT BOOK 28, PAGES 17 AND 18 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING THE CENTERLINE OF GREENTREE ROAD ALONG THE EAST LINE OF SAID NEW ENGLAND WAY SUBDIVISION, NORTH 01-38-41 EAST, 1662.54 FEET TO AN EXISTING BAR; THENCE LEAVING THE EAST LINE OF SAID NEW ENGLAND WAY SUBDIVISION ALONG THE SOUTH LINE OF THE PROPERTY AS CONVEYED TO SANDRA LECILR IN DEED BOOK 546, PAGE 168 OF THE WARREN COUNTY, OHIO RECORDS, SOUTH 87-32-08 EAST, 155.10 FEET TO AN EXISTING HALF INCH BAR AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE ALONG THE EAST LINE OF SAID LECILR TRACT, NORTH 02-14-27 EAST, 782.76 FEET TO AN EXISTING STONE, A CORNER OF SAID LECILR TRACT; THENCE ALONG A SOUTH LINE OF SAID LECILR TRACT AND THE SOUTH LINE OF THE PROPERTY AS CONVEYED TO THE WARREN COUNTY COMMISSIONERS IN DEED BOOK 376, PAGE 309, SOUTH 87-34-15 EAST, 869.61 FEET TO AN EXISTING 1 3/8 INCH BAR; THENCE ALONG THE WEST LINE OF THE PROPERTY AS CONVEYED TO THE WARREN COUNTY COMMISSIONERS IN DEED BOOK 377, PAGE 204, SOUTH 01-35-23 WEST, 783.38 FEET TO A SET IRON PIN; THENCE LEAVING THE WEST LINE OF SAID WARREN COUNTY COMMISSIONERS TRACT, NORTH 87-32-08 WEST, 878.51 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THUS CONTAINING 15.7119 ACRES OF LAND AND BEING SUBJECT ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON A RANDOM BEARING SYSTEM RELATIVE TO EXISTING RECORD PLAT OF LANE AIRPARK SUBDIVISION SECTION 1 AS RECORDED IN PLAT BOOK 28, PAGE 45 OF THE HAMILTON COUNTY, OHIO RECORDS.

THE ABOVE DESCRIBED REAL ESTATE IS PART OF THE SAME PREMISES DESCRIBED AS RECORDED IN DEED BOOK 1152, PAGE 739 OF THE WARREN COUNTY, OHIO RECORDS BEING THE RESULT OF A SURVEY AND PLAT DATED MARCH 13, 1998 MADE BY STEPHEN L. CAHILL OF ABERCROMBIE & ASSOCIATES, INC., OHIO REGISTERED SURVEYOR NO. 7862. THE SURVEY PLAT OF WHICH IS FILED IN VOLUME 104, PAGE NO. 5.3 OF THE WARREN COUNTY ENGINEERS RECORD OF LAND DIVISION.

ALSO TOGETHER WITH A 20 FOOT WIDE INGRESS/EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT AN EXISTING SPIKE IN THE CENTERLINE OF GREENTREE ROAD AT ITS INTERSECTION WITH THE EAST LINE OF NEW ENGLAND WAY SUBDIVISION AS RECORDED IN PLAT BOOK 28, PAGES 17 AND 18 OF THE WARREN COUNTY, OHIO RECORDS; THENCE LEAVING THE CENTERLINE OF GREENTREE ROAD ALONG THE EAST LINE OF SAID NEW ENGLAND WAY SUBDIVISION, NORTH 01-38-41 EAST, 1662.54 FEET TO AN EXISTING BAR; THENCE LEAVING THE EAST LINE OF SAID NEW ENGLAND WAY SUBDIVISION ALONG THE SOUTH LINE OF THE PROPERTY AS CONVEYED TO SANDRA LECILR IN DEED BOOK 546, PAGE 168 OF THE WARREN COUNTY, OHIO RECORDS AND ITS EASTERLY EXTENSION SOUTH 87-32-08 EAST, 175.10 FEET TO A POINT; THENCE SOUTH 02-14-17 WEST, 20.00 FEET TO A POINT; THENCE NORTH 87-32-08 WEST, 154.89 FEET TO A POINT; THENCE SOUTH 01-38-41 WEST, 1652.36 FEET TO A POINT IN THE CENTERLINE OF GREENTREE ROAD; THENCE ALONG THE CENTERLINE OF GREENTREE ROAD, NORTH 61-32-27 WEST, 22.41 FEET TO THE PLACE OF BEGINNING IN THE HEREIN DESCRIBED 20 FOOT WIDE INGRESS AND EGRESS EASEMENT.

SAVE AND EXCEPT

Situate in Section 13, Town 3, Range 4, Turtlecreek Township, Warren County, Ohio and being more particularly described as follows:

Beginning at the northeast corner of Lot 1 of the Warren County Airport Subdivision as recorded in Plat Book 53, Pages 59-60, records of the Warren County, Ohio Recorder's Office, said corner being the northeast corner of lands conveyed to Warren County, Ohio in Official Record 5418, Page 616, records of the Warren County, Ohio Recorder's Office and also being witnessed by an existing bent 5/8" iron pin lying 0.1 feet south and 0.1 feet east of property corner;

Thence, along the north line of said Lot 1, in part with the north line of said Warren County, Ohio and in part, with the north line of lands conveyed to Warren County Airport, Ltd. in Official Record 2113, Page 633, North 87°32'08" West, passing an existing 5/8" iron pin with "McGill Smith Punshon" cap at 129.31 feet, a total distance of 194.84 feet to a set 5/8" iron pin;

Thence, with a new division line, North 01°36'18" East, 783.34 feet to an existing 5/8" iron pin with "McGill Smith Punshon" cap at the southwest corner of lands conveyed to Warren County, Ohio in Official Record 5276, Page 278, records of the Warren County, Ohio Recorder's Office;

Thence, with the south line of said lands, South 87°34'41" East, 194.63 feet to the northwest corner of lands conveyed to Warren County, Ohio in Deed Book 377, Page 204, records of the Warren County, Ohio Recorder's Office, and being witnessed by an existing bent 1-1/2" iron pin lying 0.5 feet south and 0.5 feet east of property corner;

Thence, along the west line of said Warren County, Ohio lands, South 01°35'23" West, 783.49 feet to the point of beginning.

Containing 3.502 acres of land.

The remainder being approximately 12.2099 acres.

EXHIBIT "B"

Aerial Map Illustrating 12.2099 AC

[attached]

Turtlecreek TWP

Turtlecreek
TWP

GREENHURD

NEW ENGLAND WAY

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

EXHIBIT "C"
[approximate "Easement Area"]



Approximate Ingress/Egress/Utilities Easement Area

Warren_Boundaries	- - - Farm Lot Line	— Section Line	Roads	— Municipal
<all other values>	— Hardware	— Subdivision Limit Line	— State	— State
ALPHATAG	— Overpass Line	- - - Subdivision Lot Line	ROUTECLASS	— Township
— CMI Township Line	— Parcel Line	- - - Tract Line	— County	— US
— Corporate Line	— ROW Unknown Width Line	— VMS Line	— Interstate	
— County Line	— Road ROW	- - - Vacated Road Line		
— School Line	— School Line	— ADEI proposed		

Date: 8/30/2024
1 inch = 200 feet



EXHIBIT "D"
[approximate "John Lane Blvd. Extension"]



Approximate John Lane Blvd. Extension Area

- | | | | | |
|---------------------|------------------------|------------------------|------------|-----------|
| Warren_Boundaries | Farm Lot Line | Section Line | Roads | Municipal |
| (all other values) | Hardware | Subdivision Limit Line | State | State |
| ALPHATAG | Overpass Line | Subdivision Lot Line | ROUTECLASS | Township |
| Civil Township Line | Parcel Line | Tract Line | County | US |
| Corporate Line | ROW Unknown Width Line | VMS Line | Interstate | |
| County Line | Road ROW | Vacated Road Line | | |
| | School Line | AOI | | |

Date: 8/30/2024
1 inch = 200 feet



EXHIBIT "E"
[Plat Book 53, Pages 59-60]

DRAWING NUMBER
Warren County
Airport
5125

DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER

WARREN COUNTY AIRPORT SUBDIVISION TURTLECREEK TOWNSHIP SECTION-13, TOWN-3-EAST, RANGE-4-NORTH WARREN COUNTY, OHIO

THIS SUBDIVISION IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS OF THE PUBLIC AND THE STATE OF OHIO AS SHOWN ON THE PLAT OF THE WARREN COUNTY AIRPORT SUBDIVISION, TURTLECREEK TOWNSHIP, SECTION-13, TOWN-3-EAST, RANGE-4-NORTH, WARREN COUNTY, OHIO, FILED IN PUBLIC RECORDS OF WARREN COUNTY, OHIO, BOOK 10, PAGE 10.

[Signatures]
Robert W. Burke
Robert W. Burke

STATE OF OHIO, ss.
I, *[Signature]*, County Clerk of Warren County, Ohio, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Public Records of Warren County, Ohio.

[Signatures]
Robert W. Burke
Robert W. Burke

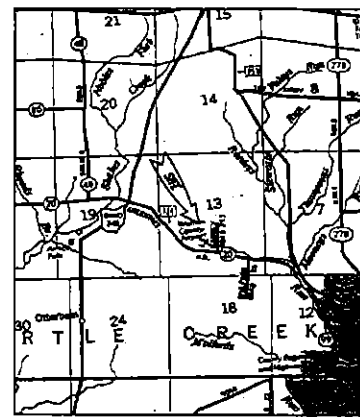
STATE OF OHIO, ss.
I, *[Signature]*, County Clerk of Warren County, Ohio, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Public Records of Warren County, Ohio.

- 1. THE SUBDIVISION IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS OF THE PUBLIC AND THE STATE OF OHIO AS SHOWN ON THE PLAT OF THE WARREN COUNTY AIRPORT SUBDIVISION, TURTLECREEK TOWNSHIP, SECTION-13, TOWN-3-EAST, RANGE-4-NORTH, WARREN COUNTY, OHIO, FILED IN PUBLIC RECORDS OF WARREN COUNTY, OHIO, BOOK 10, PAGE 10.
- 2. THE SUBDIVISION IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS OF THE PUBLIC AND THE STATE OF OHIO AS SHOWN ON THE PLAT OF THE WARREN COUNTY AIRPORT SUBDIVISION, TURTLECREEK TOWNSHIP, SECTION-13, TOWN-3-EAST, RANGE-4-NORTH, WARREN COUNTY, OHIO, FILED IN PUBLIC RECORDS OF WARREN COUNTY, OHIO, BOOK 10, PAGE 10.
- 3. THE SUBDIVISION IS SUBJECT TO THE EASEMENTS, RIGHTS AND INTERESTS OF THE PUBLIC AND THE STATE OF OHIO AS SHOWN ON THE PLAT OF THE WARREN COUNTY AIRPORT SUBDIVISION, TURTLECREEK TOWNSHIP, SECTION-13, TOWN-3-EAST, RANGE-4-NORTH, WARREN COUNTY, OHIO, FILED IN PUBLIC RECORDS OF WARREN COUNTY, OHIO, BOOK 10, PAGE 10.

CLUSTER-WARREN COUNTY AIRPORT SUBDIVISION

Lot 1	Area: 0.2500	Acres: 0.2500
Lot 2	Area: 0.2500	Acres: 0.2500
Lot 3	Area: 0.2500	Acres: 0.2500
Lot 4	Area: 0.2500	Acres: 0.2500
Lot 5	Area: 0.2500	Acres: 0.2500
Lot 6	Area: 0.2500	Acres: 0.2500
Lot 7	Area: 0.2500	Acres: 0.2500
Lot 8	Area: 0.2500	Acres: 0.2500
Lot 9	Area: 0.2500	Acres: 0.2500
Lot 10	Area: 0.2500	Acres: 0.2500
Lot 11	Area: 0.2500	Acres: 0.2500
Lot 12	Area: 0.2500	Acres: 0.2500
Lot 13	Area: 0.2500	Acres: 0.2500
Lot 14	Area: 0.2500	Acres: 0.2500
Lot 15	Area: 0.2500	Acres: 0.2500
Lot 16	Area: 0.2500	Acres: 0.2500
Lot 17	Area: 0.2500	Acres: 0.2500
Lot 18	Area: 0.2500	Acres: 0.2500
Lot 19	Area: 0.2500	Acres: 0.2500
Lot 20	Area: 0.2500	Acres: 0.2500
Lot 21	Area: 0.2500	Acres: 0.2500

AREAL SURVEY
AREA IN LOT = 31.5765 ACRES
AREA IN STREET R/W = 0.2541 ACRES
TOTAL AREA = 32.2106 ACRES



WARREN COUNTY SUPERVISOR
I, *[Signature]*, Warren County Supervisor, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Public Records of Warren County, Ohio.

WARREN COUNTY CLERK
I, *[Signature]*, Warren County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Public Records of Warren County, Ohio.

WARREN COUNTY SUPERVISOR
I, *[Signature]*, Warren County Supervisor, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Public Records of Warren County, Ohio.

WARREN COUNTY CLERK
I, *[Signature]*, Warren County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Public Records of Warren County, Ohio.



WARREN COUNTY
AIRPORT SUBDIVISION

12-31-09	GR	R 7A	HOME
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RECORD PLAT
WARREN COUNTY AIRPORT SUBDIVISION
SECTION-13, TOWN-3-EAST, RANGE-4-NORTH
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO

Abernethy's
& Associates, Inc.
Civil Engineers/Surveyors
1317 North Main Street, Suite 118
Cincinnati, Ohio 45203
(513) 762-7371

OWNER/DEVELOPER
WARREN COUNTY AIRPORT, LTD.
11148 WOODWARD LANE
CINCINNATI, OHIO 45241
(513) 772-1521

DRAWING NUMBER
Warren County
Airport Subdivision

DRAWING NUMBER

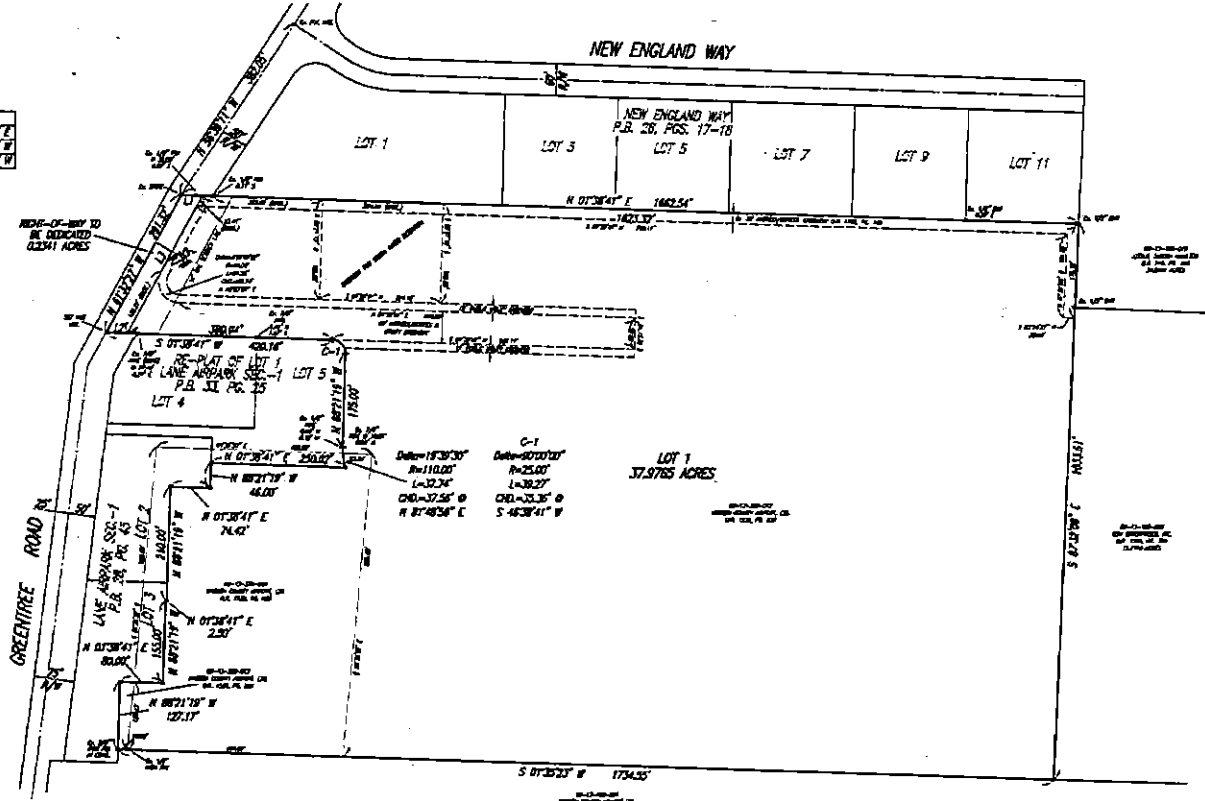
DRAWING NUMBER

DRAWING NUMBER



OLD 08-13-300-013 39.2106 Ac
NEW 08-13-300-014 Lot 1
No Res 4 MM 01

LINE	DISTANCE	Bearing
L1	36.22'	N 07°36'41" E
L2	36.22'	S 07°36'41" W
L3	29.23'	N 87°29'29" W



WARREN COUNTY
AIRPORT SUBDIVISION

11-21-00
G.R.
R.T.A.
1" = 100'

RECORD PLAT
WARREN COUNTY AIRPORT SUBDIVISION
SECTION-11, TOWN-J-EAST, RANGE-1-NORTH
TWINLICK TOWNSHIP
WARREN COUNTY, OHIO

Abercrombie
& Associates, Inc.
Civil Engineer/Surveyors
1000 North Main Street, Suite 100
Cincinnati, Ohio 45219
(513) 562-1511



96-0183 2 2

EXHIBIT "F"
[existing 20' Ingress/Egress Easement]

RECORD OF CONVEYANCE BEING PROPERTY MADE IN THE
RECORDS OF WARREN COUNTY, OHIO.

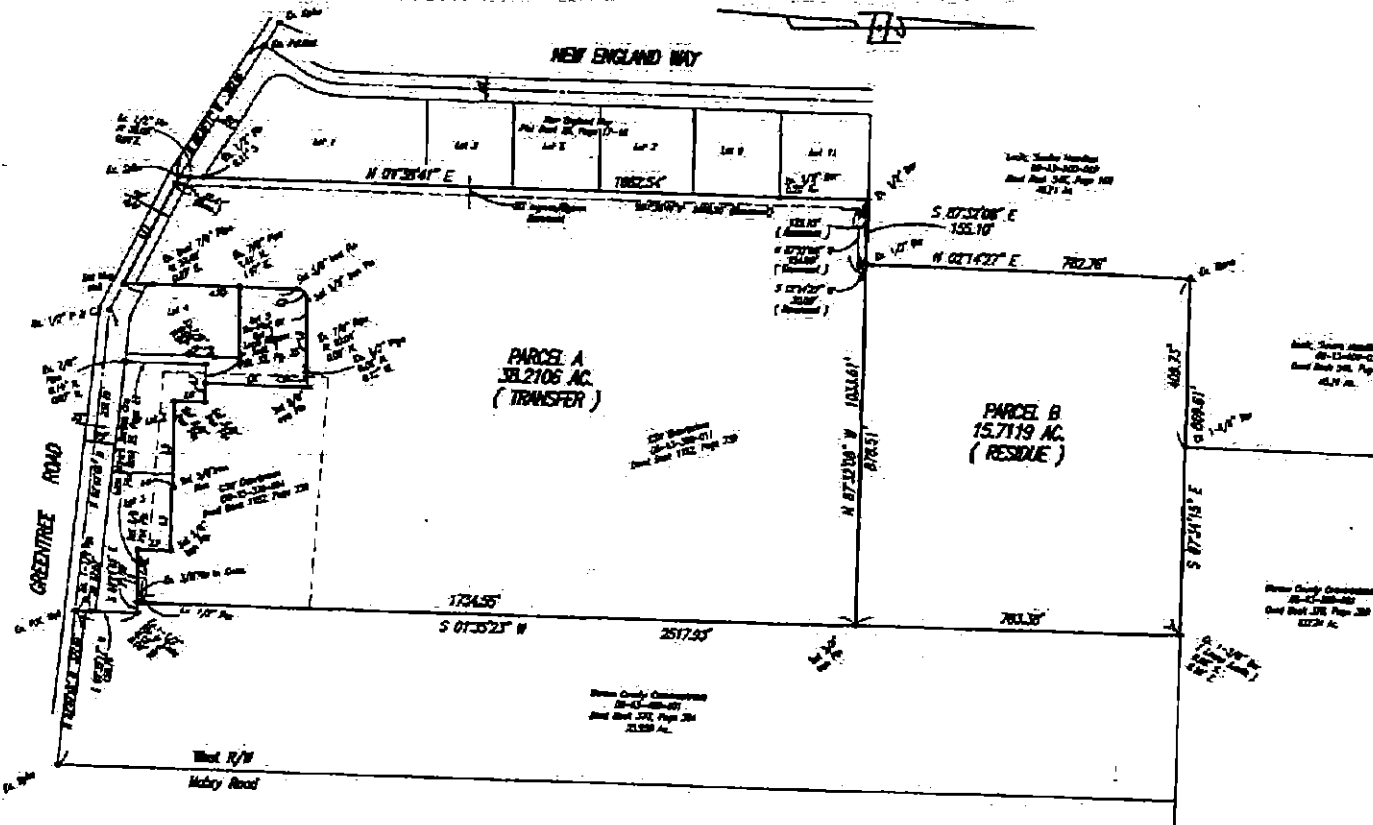
FROM AND TO WHOM MADE BEING AS FOLLOWS:

RECORD OF CONVEYANCE BEING AS FOLLOWS:

- 1. PARCEL A 38.2706 AC. (TRANSFER)
- 2. PARCEL B 15.7119 AC. (RESIDUE)

ALL DIMENSIONS GIVEN ARE GIVEN ON THE THEORY OF A
TRUED CURVED BENCH CHAINING METHOD OF PLAT.

THIS PLAT IS BASED ON A TRUED BENCH CHAINING METHOD
IN ACCORDANCE WITH THE PLAT OF LAND SURVEY MADE
SECTION 1 AC. RECORDED IN PAGE 53, PLATE 48.



CURVE	RADIUS	LENGTH	CHORD	BEARING	DTED
C1	110.00'	37.74'	19.08'	S 87°48'56\" W	19.39'
C2	25.00'	38.27'	25.00'	N 46°38'41\" E	30.00'

LINE	DIRECTION	DISTANCE
L1	N 88°21'19\" W	120.17'
L2	N 07°38'41\" E	88.00'
L3	N 88°21'19\" W	105.00'
L4	N 07°38'41\" E	2.50'
L5	N 88°21'19\" W	210.00'
L6	N 07°38'41\" E	74.00'
L7	N 88°21'19\" W	24.00'
L8	N 07°38'41\" E	250.00'
L9	N 88°21'19\" W	175.00'
L10	S 07°38'41\" W	438.76'
L11	N 87°34'47\" W	291.52'



Stephen L. Cobb
Stephen L. Cobb
Ohio Registered Surveyor No. 7682



PLAT OF SURVEY
FOR
CSW ENTERPRISES PROPERTY

SECTION 13, TOWN 3 EAST, RANGE 4 NORTH
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO

A Abercrombie & Associates, Inc.
Civil Engineers/Surveyors
Geomatics Professional Chapter - Office: 672
3377 Champion Blvd. - Cincinnati, Ohio 45221-4287
(615) 388-8767

SCALE	DATE	JOB NO.	DRAWN	TITLE
1"=200'	3-13-98	98-0793	H.M.H.	1



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

MINUTES: Regular General Session – October 1, 2024

This is a summary of actions and discussions of the meeting. You may view this meeting through our YouTube Channel at <https://www.youtube.com/channel/UC1ELh0jGpXd4VV2DTgsuqPA> or by contacting our office.

The Board met in regular session pursuant to adjournment of the September 24, 2024, meeting.

David G. Young – present

Shannon Jones – absent

Tom Grossmann – present

Krystal Powell, Clerk – present

Minutes of the September 24, 2024 meeting were read and approved.

- 24-1281 A resolution was adopted hiring Michael Garrison as Control Systems Technician II within the Warren County Water and Sewer Department.
Vote: Unanimous
- 24-1282 A resolution was adopted approving the end of 365-day probationary period and a pay increase for Ashley Watts within the Warren County Commissioners' Office.
Vote: Unanimous
- 24-1283 A resolution was adopted rescinding resolution #24-1233 which authorized the hiring of Gina Hineson, as a Custodial Worker II, within the Facilities Management Department. Vote: Unanimous
- 24-1284 A resolution was adopted terminating the employment of probationary employee Ella Riddiough, within the Emergency Services Department. Vote: Unanimous
- 24-1285 A resolution was adopted accepting the resignation of Sara Swierk, Emergency Communications Operator, within the Warren County Department of Emergency Services, effective October 9, 2024. Vote: Unanimous

- 24-1286 A resolution was adopted entering into contract with DDK Construction Inc. for the Dry Run Road Bridge #81-1.22 Replacement Project. Vote: Unanimous
- 24-1287 A resolution was adopted authorizing Warren County Prosecutor's Office to initiate litigation seeking collection against a Tortfeasor who caused \$42,934.53 in damages to a County Bridge and guardrail system on behalf of the Warren County Board of Commissioners. Vote: Unanimous
- 24-1288 A resolution was adopted authorizing the President of the Board to execute Software Pilot Agreement with GovWorx on behalf of Warren County Emergency Services. Vote: Unanimous
- 24-1289 A resolution was adopted authorizing the President of the Board to enter into Software Licensing Agreement with Microsoft Corporation on behalf of Warren County Information Technology. Vote: Unanimous
- 24-1290 A resolution was adopted approving amendment No. 3 to the contract with Aramark Correctional Services, LLC to provide food services, on behalf of the Warren County Sheriff's Office. Vote: Unanimous
- 24-1291 A resolution was adopted approving Change Order No. 1 to the contract with Rack & Ballauer Excavating Company, Inc. for the Construction of the State Route 48 – Maineville Watermain Replacement Project. Vote: Unanimous
- 24-1292 A resolution was adopted acknowledging payment of bills. Vote: Unanimous
- 24-1293 A resolution was adopted approving various record plats. Vote: Unanimous
- 24-1294 A resolution was adopted approving a supplemental appropriation into Water Revenue Fund #5510. Vote: Unanimous
- 24-1295 A resolution was adopted approving an appropriation adjustment within Commissioners Fund #11011110. Vote: Unanimous
- 24-1296 A resolution was adopted approving an appropriation adjustment within Economic Development Fund #11011116. Vote: Unanimous
- 24-1297 A resolution was adopted approving an appropriation adjustment within Facilities Management Fund #11011600. Vote: Unanimous
- 24-1298 A resolution was adopted approving an appropriation adjustment within Telecommunications Department Fund #11012810. Vote: Unanimous
- 24-1299 A resolution was adopted approving an appropriation adjustment within Emergency Services / Communications Fund #11012850. Vote: Unanimous

- 24-1300 A resolution was adopted approving an appropriation adjustment within Recorder's Office Fund #2216. Vote: Unanimous
- 24-1301 A resolution was adopted approving an appropriation adjustment within Solid Waste Management District Fund #2256. Vote: Unanimous
- 24-1302 A resolution was adopted approve appropriation adjustment within County Construction Project Fund #4467. Vote: Unanimous
- 24-1303 A resolution was adopted approving an appropriation adjustment within Facilities Management Courts Building Project Fund #4494. Vote: Unanimous
- 24-1304 A resolution was adopted approving requisitions and authorizing the County Administrator to sign documents relative thereto. Vote: Unanimous
- 24-1305 A resolution was adopted authorizing the Warren County Prosecutor's Office to negotiate the transfer of responsibility of fiscal operations of the Child Advocacy Center of Warren County from Dayton Children's Hospital to Warren County Board of County Commissioners. Vote: Unanimous
- 24-1306 A resolution was adopted terminating the employment of Doyle Johnson, Deputy Chief Operator, within the Water and Sewer Department. Vote: Unanimous
- 24-1307 A resolution was adopted rescinding resolution #24-1171, adopted September 10, 2024, setting a public hearing to consider text amendments to the Warren County Rural Zoning Code initiated by the Warren County Board of Commissioners. Vote: Unanimous

DISCUSSIONS

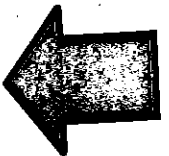
On motion, upon unanimous call of the roll, the Board accepted and approved the consent agenda.

Upon motion the meeting was adjourned.

David G. Young, President

Tom Grossmann

Shannon Jones



I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on October 1, 2024, in compliance with Section 121.22 O.R.C.

Krystal Powell, Clerk
Board of County Commissioners
Warren County, Ohio



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

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

MINUTES: Regular Work Session – October 1, 2024

This is a summary of actions and discussions of the meeting. You may view this meeting through our YouTube Channel at <https://www.youtube.com/channel/UC1ELh0jGpXd4VV2DTgsugPA> or by contacting our office.

The Board met in regular session pursuant to adjournment of the October 1, 2024, General Session, meeting.

David G. Young – present

Shannon Jones – absent

Tom Grossmann – present

Krystal Powell, Clerk – present

24-1308 A resolution was adopted approving Royce Machine PUD Stage 2 in Union Township subject to conditions. Vote: Unanimous

24-1309 A resolution was adopted initiating Text Amendments to the Warren County Rural Zoning Code. Vote: Unanimous

DISCUSSIONS

On motion, upon unanimous call of the roll, the Board accepted and approved the consent agenda.

John Gomez, Southwest Regional Liaison for Ohio Treasurer Robert Sprague, was present to provide an update from the Ohio Treasurer's Office. Mr. Gomez provided updates relative to the State Treasury Asset Reserve of Ohio (STAR Ohio), Ohio Market Access Program (OMAP), Agriculture Linked Deposit Program (Ag-Link), Stable Account, and the future Buckeye Business Advantage Program.

ADMINISTRATIVE HEARING

ROYCE MACHINE PUD STAGE 2 IN UNION TOWNSHIP

The Board met this 1st day of October 2024, in the Commissioners' Meeting Room, for the administrative hearing to consider the application for the Royce Machine PUD Stage 2 in Union Township.

Commissioner Young opened the administrative hearing and then proceeded to administer the oath to anyone desiring to give testimony during this hearing.

Hadil Lababidi, Regional Planning Commission, presented the attached PowerPoint presentation outlining the property address, parcel size, and current zoning. Ms. Lababidi further stated the applicant is proposing the construction of an 80x100 commercial shop building, a 2,134 addition to the existing shop building, 15 parking spaces, a designated unloading/loading area, additional driveway access, and landscaping and fencing.

Mark Burton, applicant/property owner, stated the setback of the proposed commercial shop building is the reason for the administrative hearing.

Upon discussion, the Board resolved (Resolution #24-1308) approving the Royce Machine PUD Stage 2 in Union Township subject to conditions.

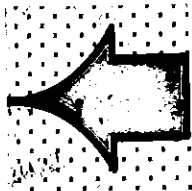
Ray Dratt, Chief Zoning Inspector, was present for a work session to consider initiation of proposed text amendments to the Warren County Rural Zoning Code. Mr. Dratt presented the attached PowerPoint presentation outlining the process of approving the proposed text amendments and summarizing the proposed text amendments.

Upon discussion, the Board resolved (Resolution #24-1309) initiating text amendments to the Warren County Rural Zoning Code

Molly Conley, Warren County Soil and Water Conservation District Executive Director, was present for the Board to proclaim October 1, 2023, through October 7, 2024, as "Stormwater Awareness Week" in Warren County.

Ms. Conley stated the need of support from the Board of Commissioners relative to the passage of Ohio House Bill 426 to designate Stormwater Awareness Week in the State of Ohio

Upon motion the meeting was adjourned.



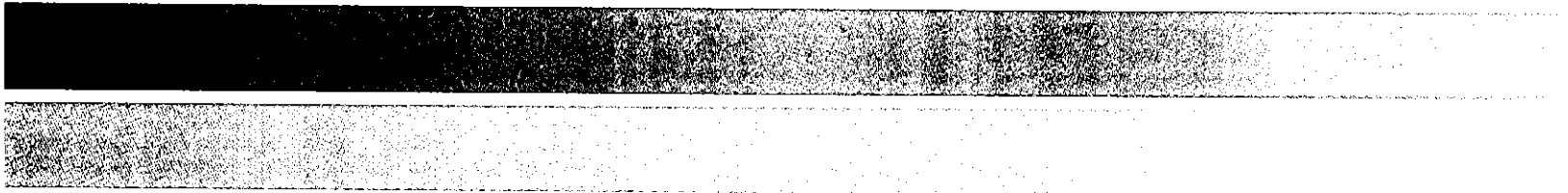
David G. Young, President

Tom Grossmann

Shannon Jones

I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on October 1, 2024, in compliance with Section 121.22 O.R.C.

Krystal Powell, Clerk
Board of County Commissioners
Warren County, Ohio



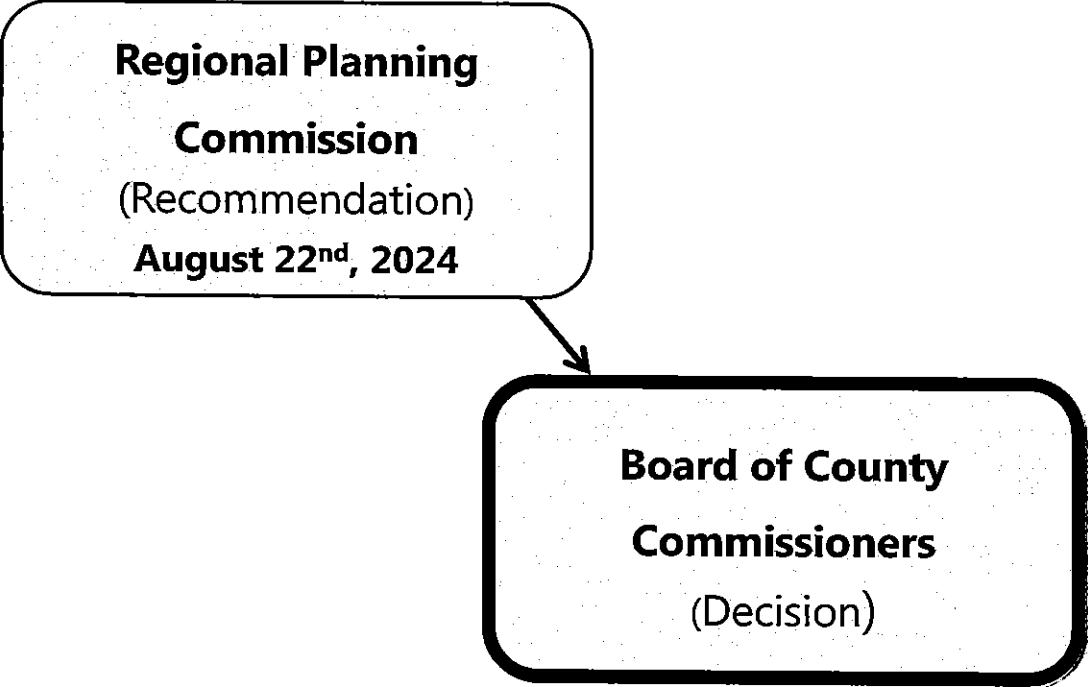
Royce Machine

PUD Stage 2 – Union Township

Board of County Commissioners

Meeting Date: October 1, 2024

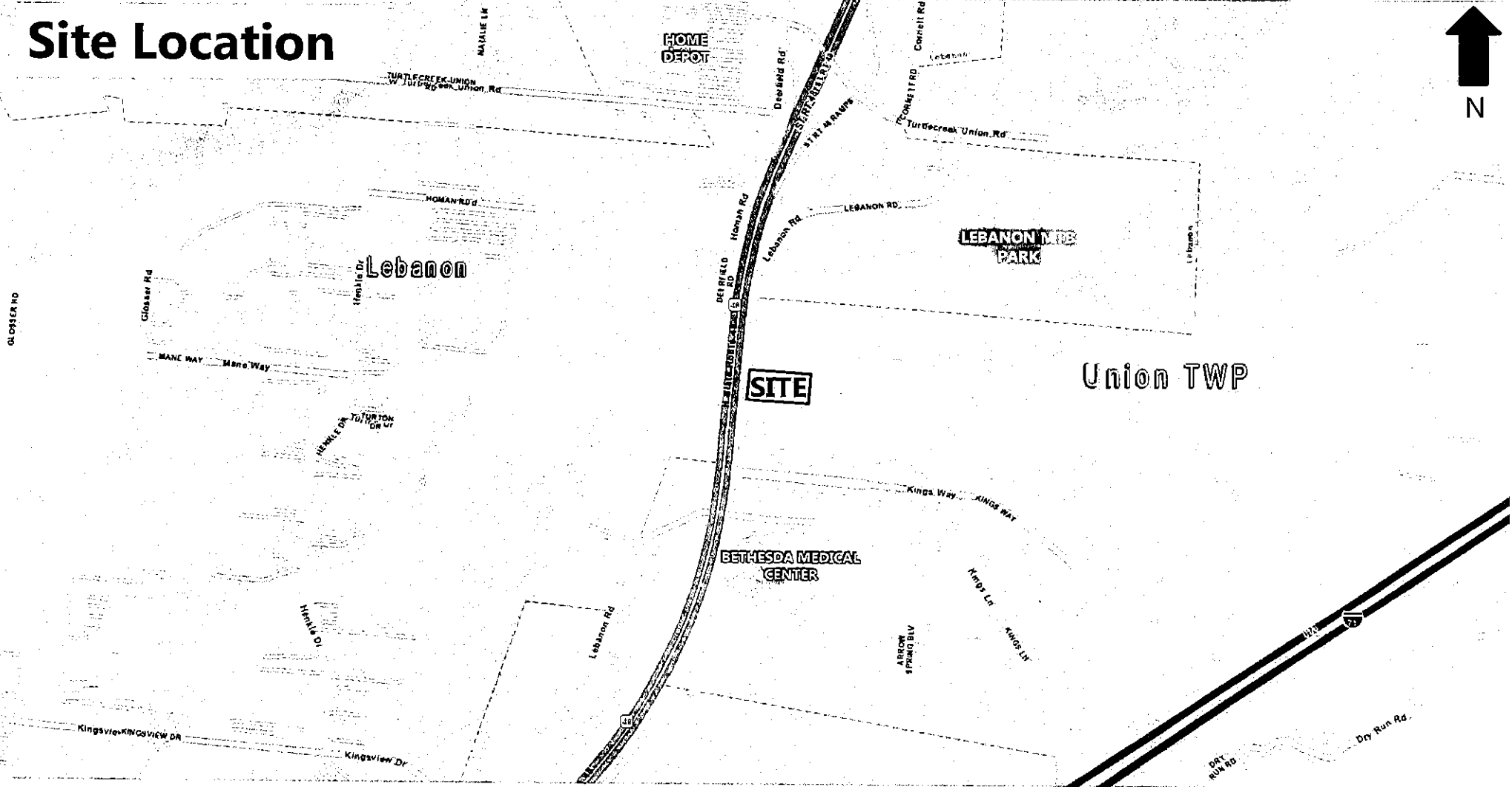
PUD Stage 2 Process



Project Overview

Applicant	Mark and Connie Burton
Property Owner	Mark and Connie Burton
Engineer	Jeff Ellison
Site Area	2.165 Acres
Current Zoning	I2 PUD – (General Industrial Manufacturing) PUD

Site Location



SITE

Lebanon

LEBANON PARK

Union TWP

BETHESDA MEDICAL CENTER

HOME DEPOT

GLOVER RD

Kingsview-KINGVIEW DR

Kingsview Dr

WASILE DR

MARE WAY

HOMAN RD

DENFIELD RD

HOMAN RD

DESPOND RD

LEBANON RD

W.M. MARBLE

CORRETT RD

LEBANON

Turtcreek Union Rd

LEBANON RD

LEBANON RD

ARROW SPRING BLV

KING LN

KINGSWAY

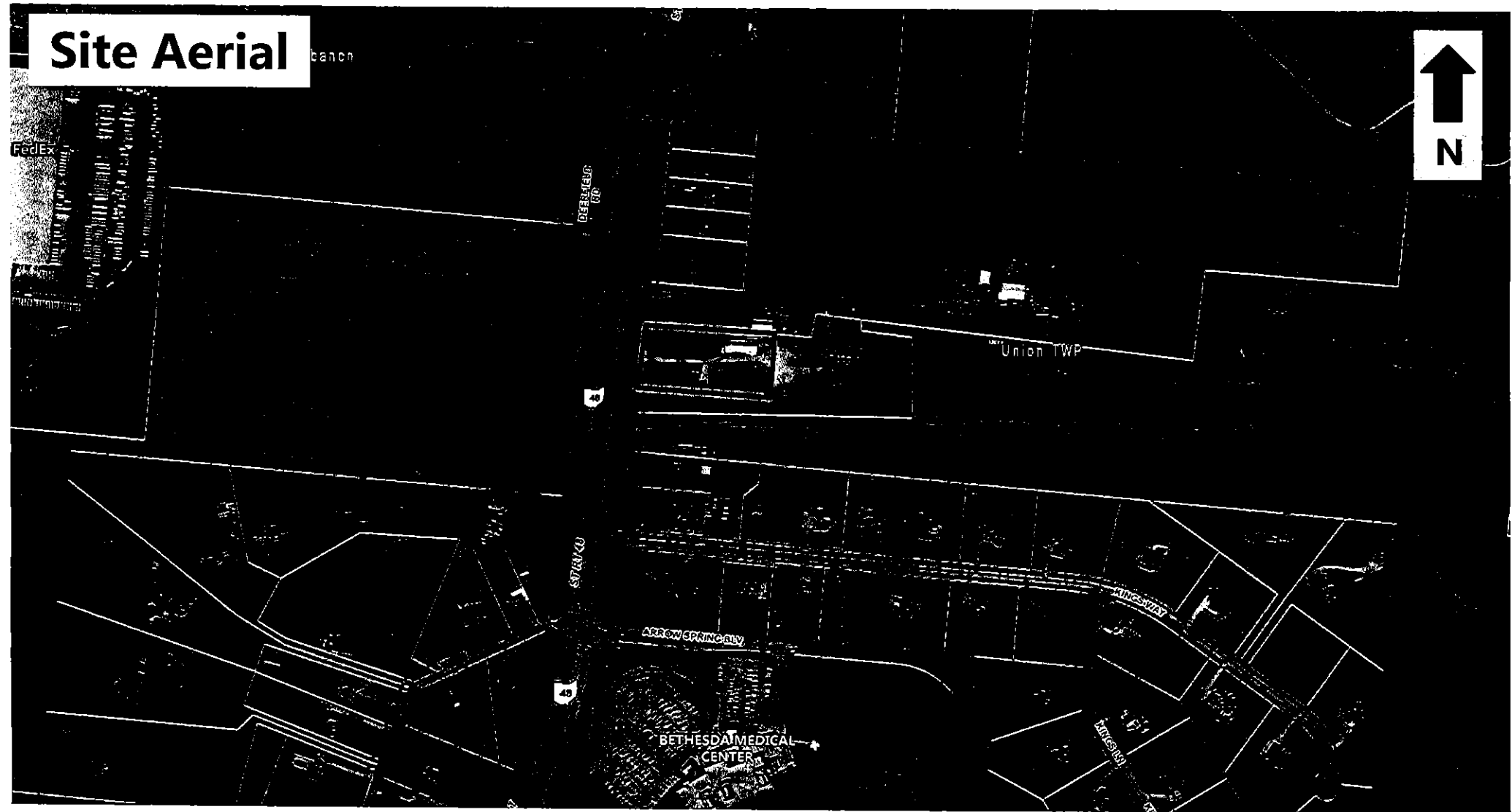
KINGSWAY

DRY RUN RD

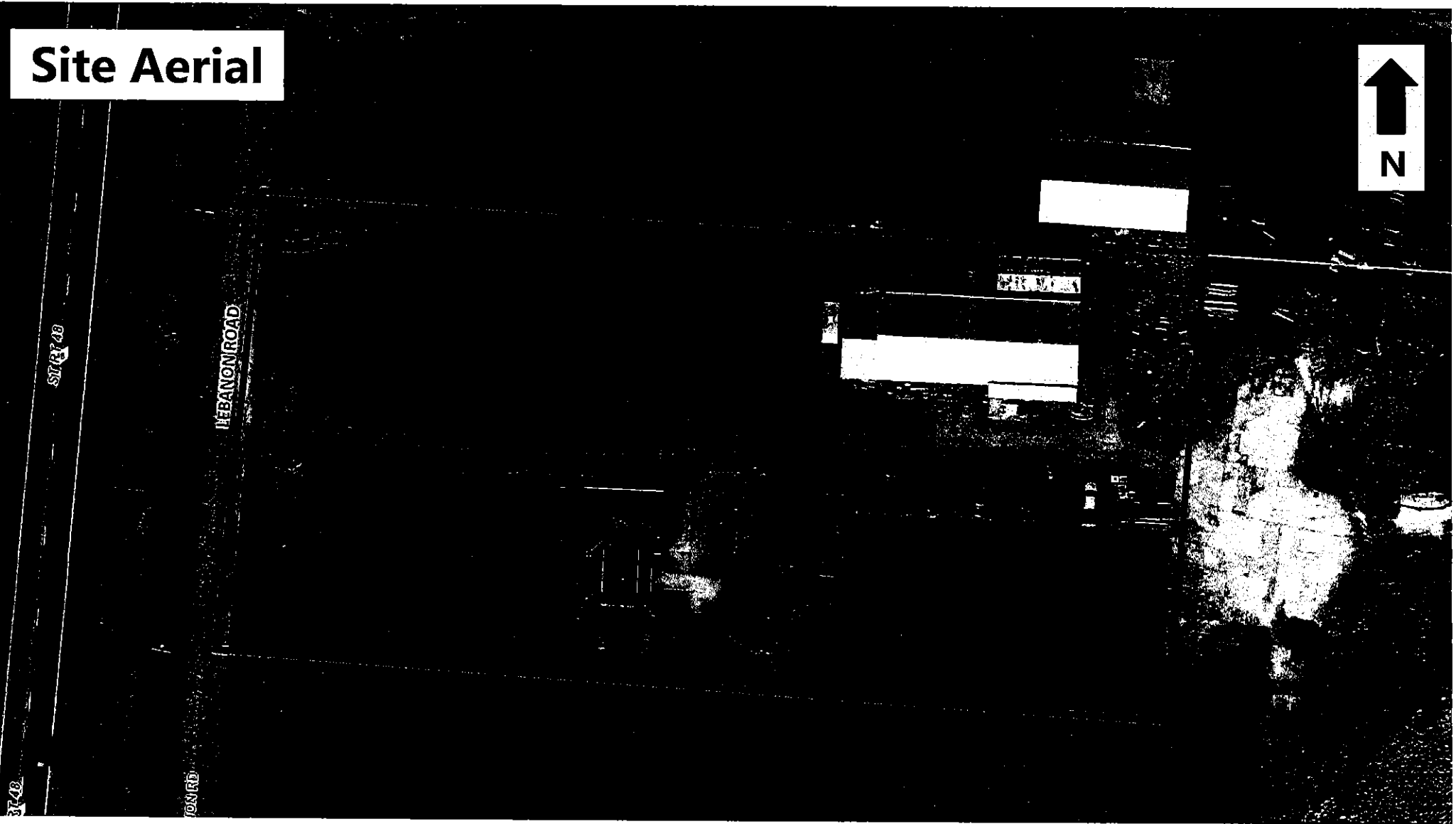
Dry Run Rd

Site Aerial

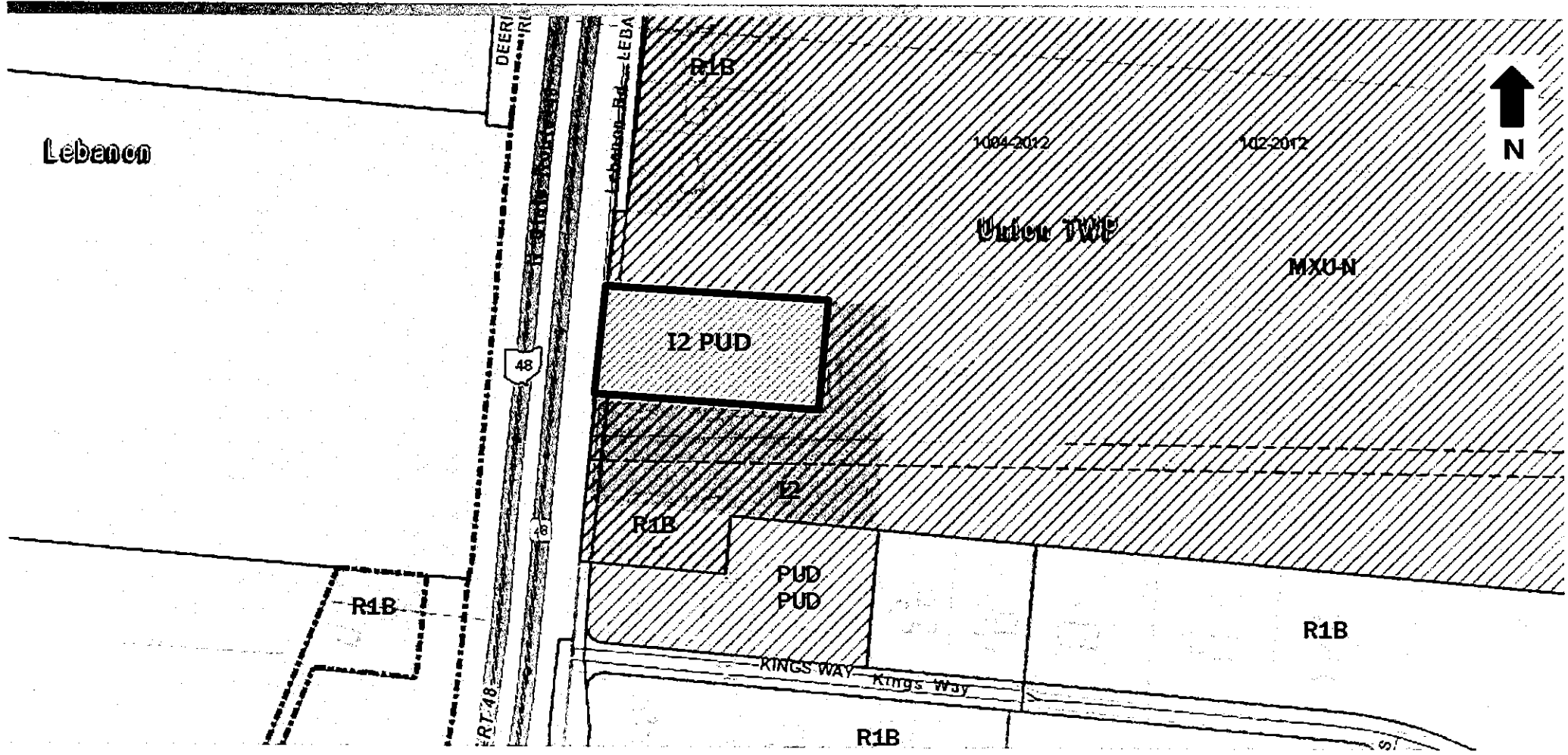
banch



Site Aerial

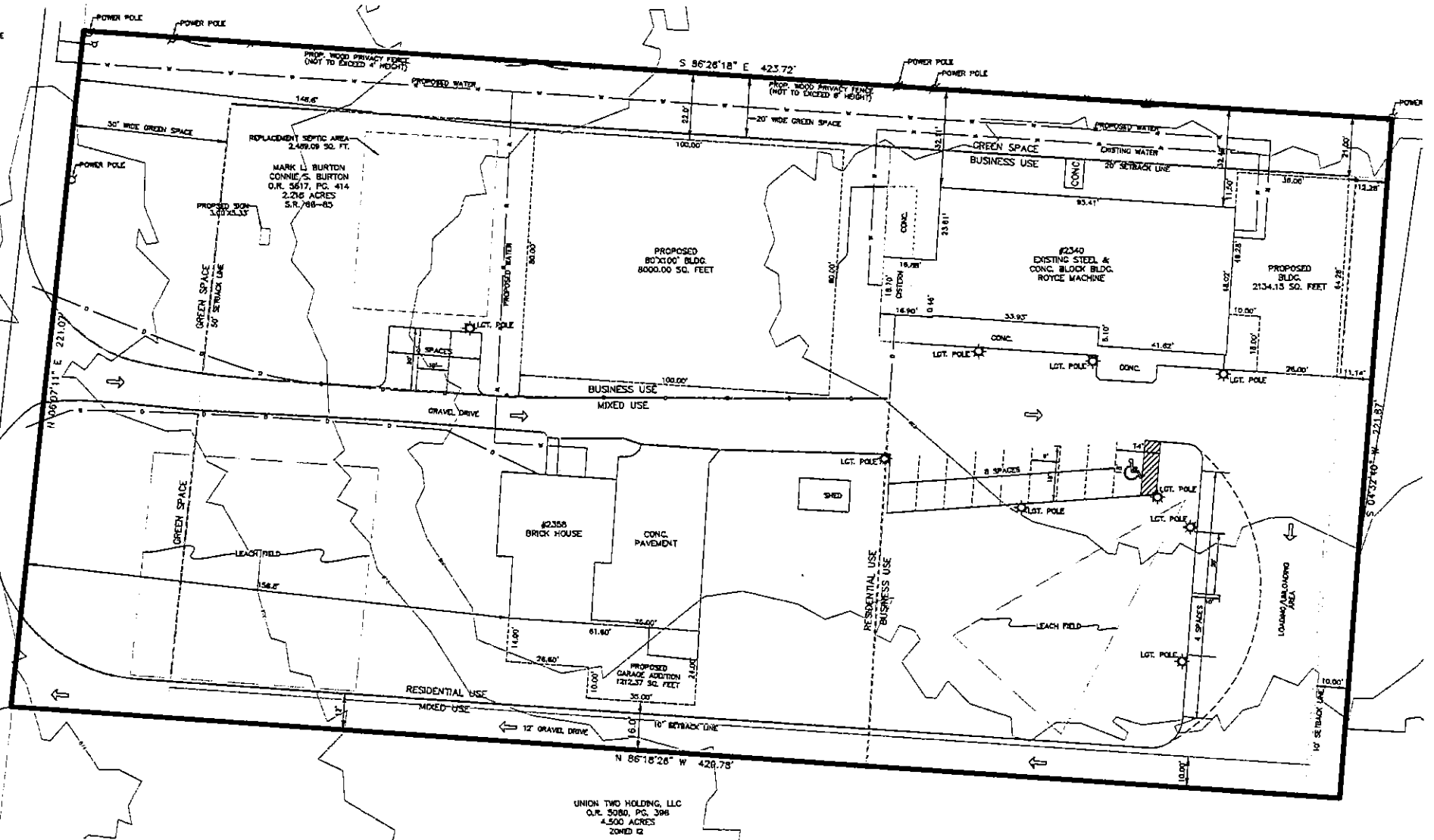


Current Zoning- I2 PUD



PUD STAGE 2 SITE PLAN

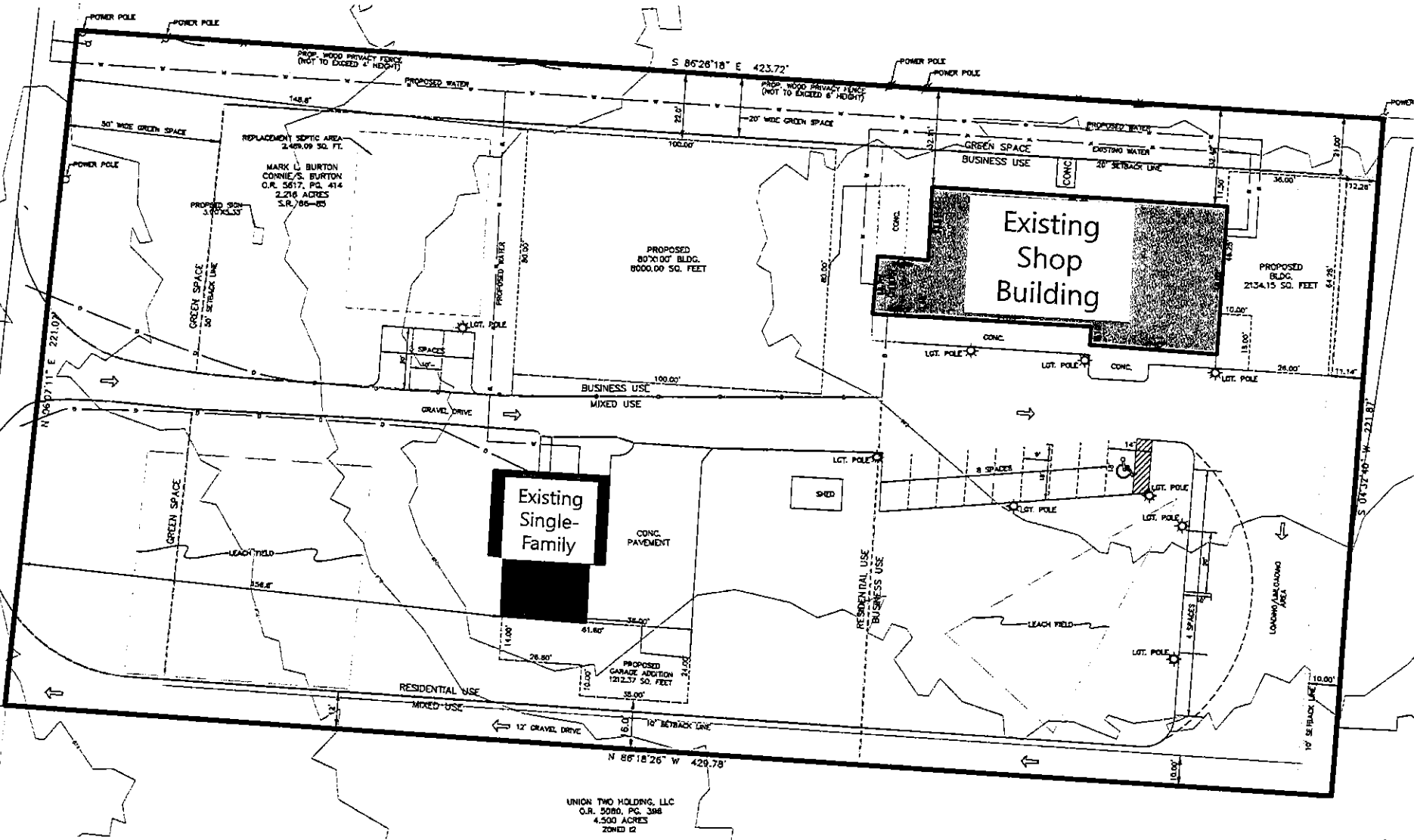
LEBANON ROAD



UNION TWO HOLDING, LLC
O.R. 5080, PG. 398
4,500 ACRES
ZONED R2

PUD STAGE 2 SITE PLAN

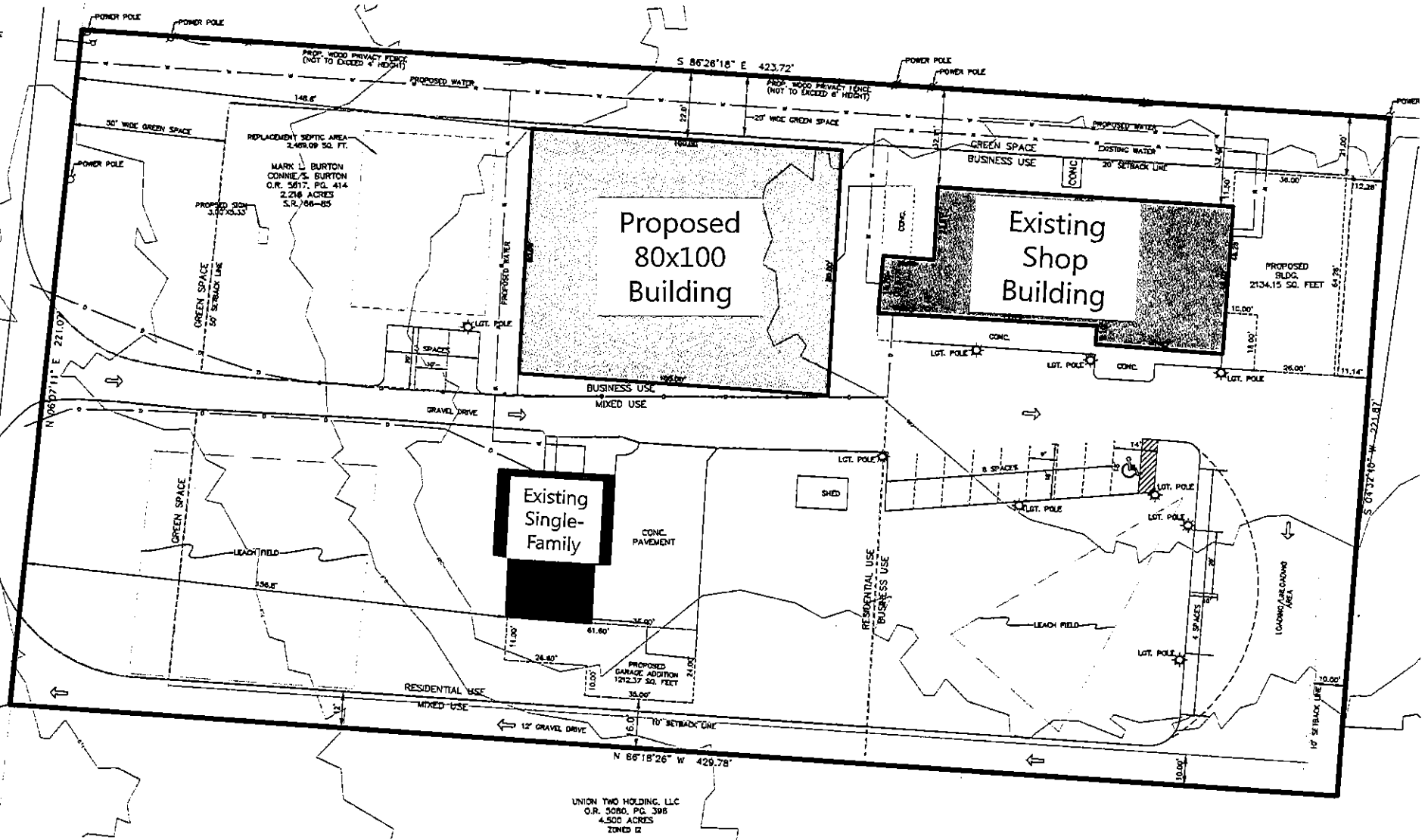
LEBANON ROAD



UNION TWO HOLDING, LLC
O.R. 5080, PG. 308
4.500 ACRES
ZONED R2

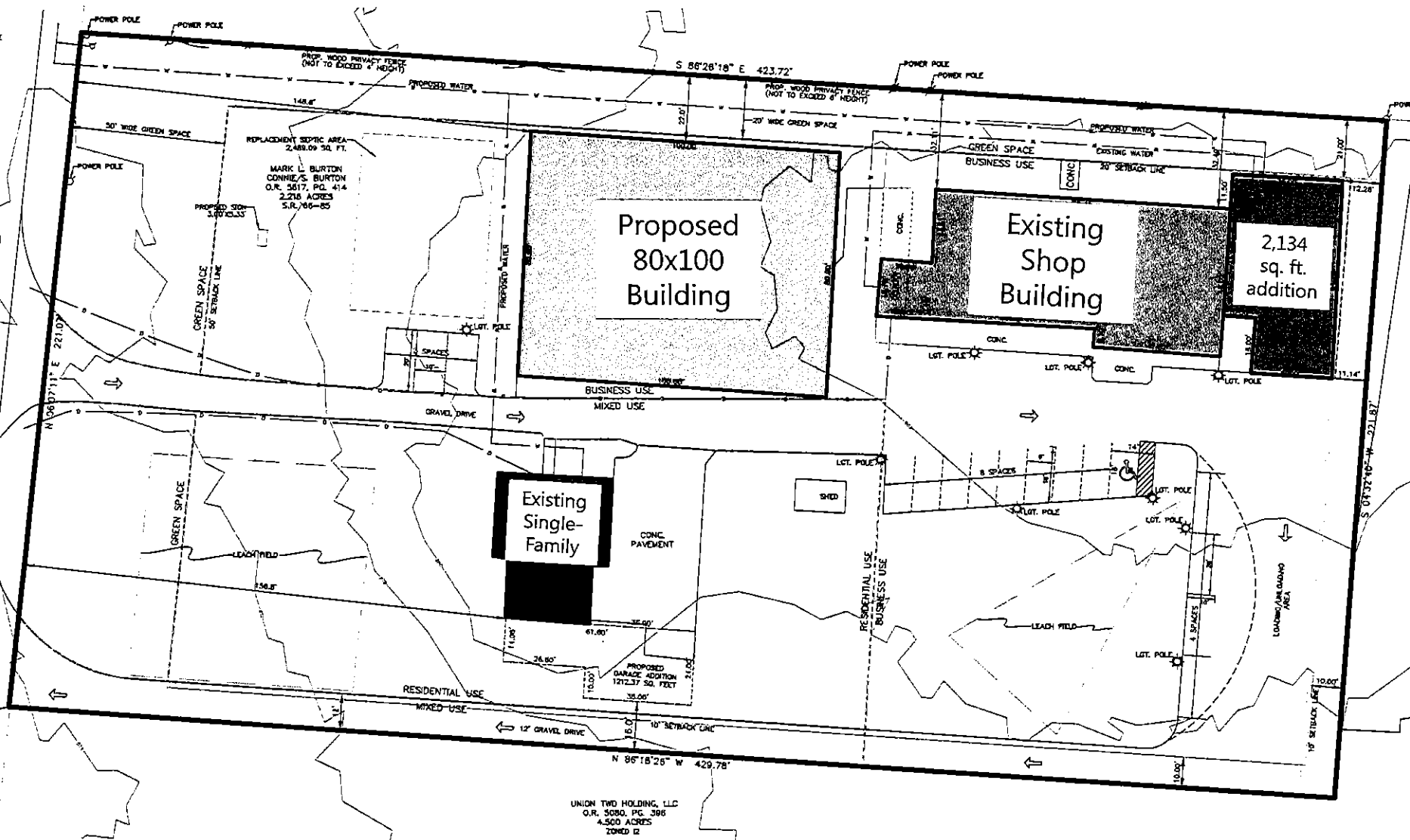
PUD STAGE 2 SITE PLAN

LEBANON ROAD



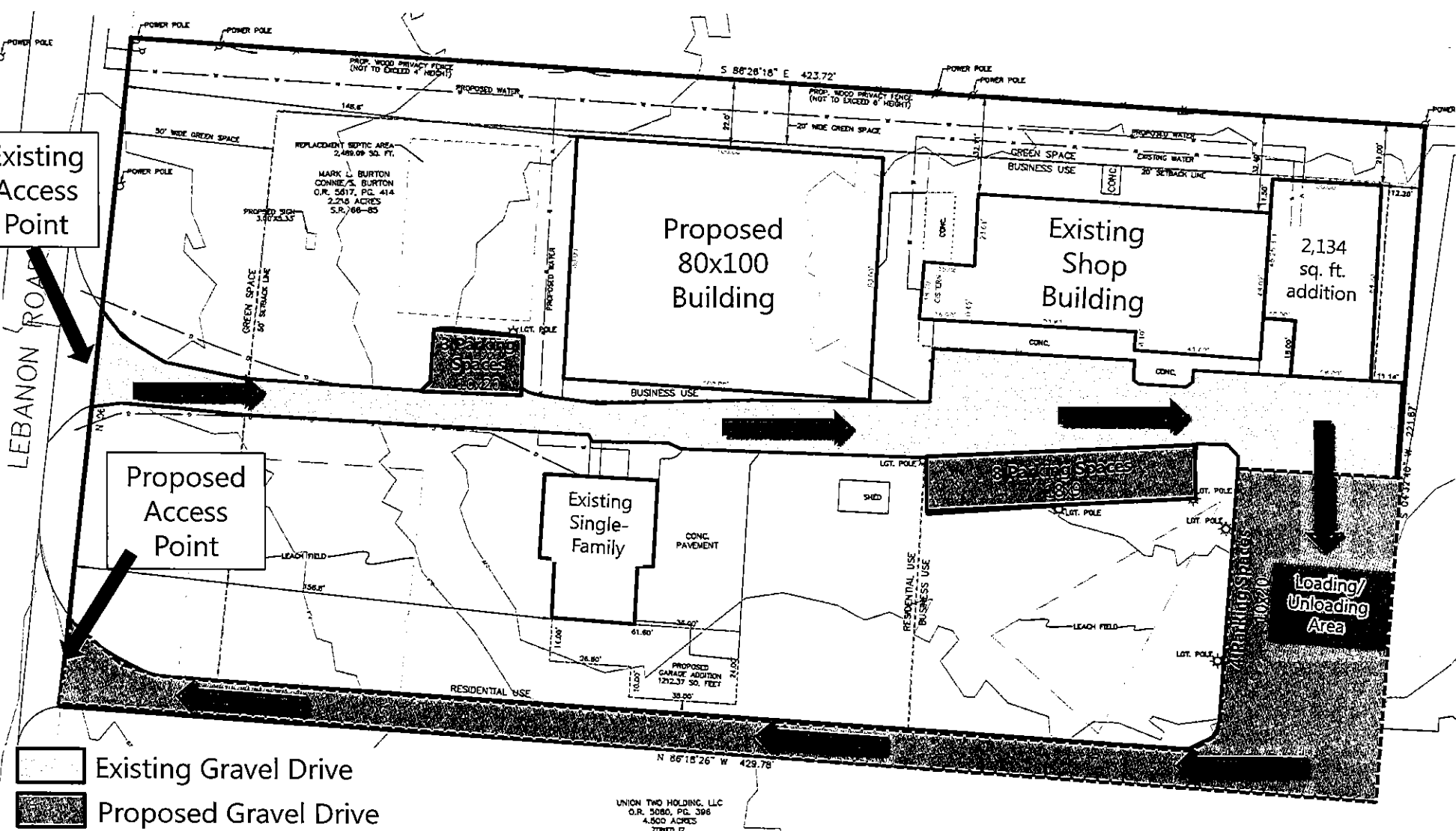
PUD STAGE 2 SITE PLAN



LEBANON ROAD



UNION TWO HOLDING, LLC
O.R. 3080, PG. 396
4.500 ACRES
ZONED R

PUD STAGE 2 SITE PLAN

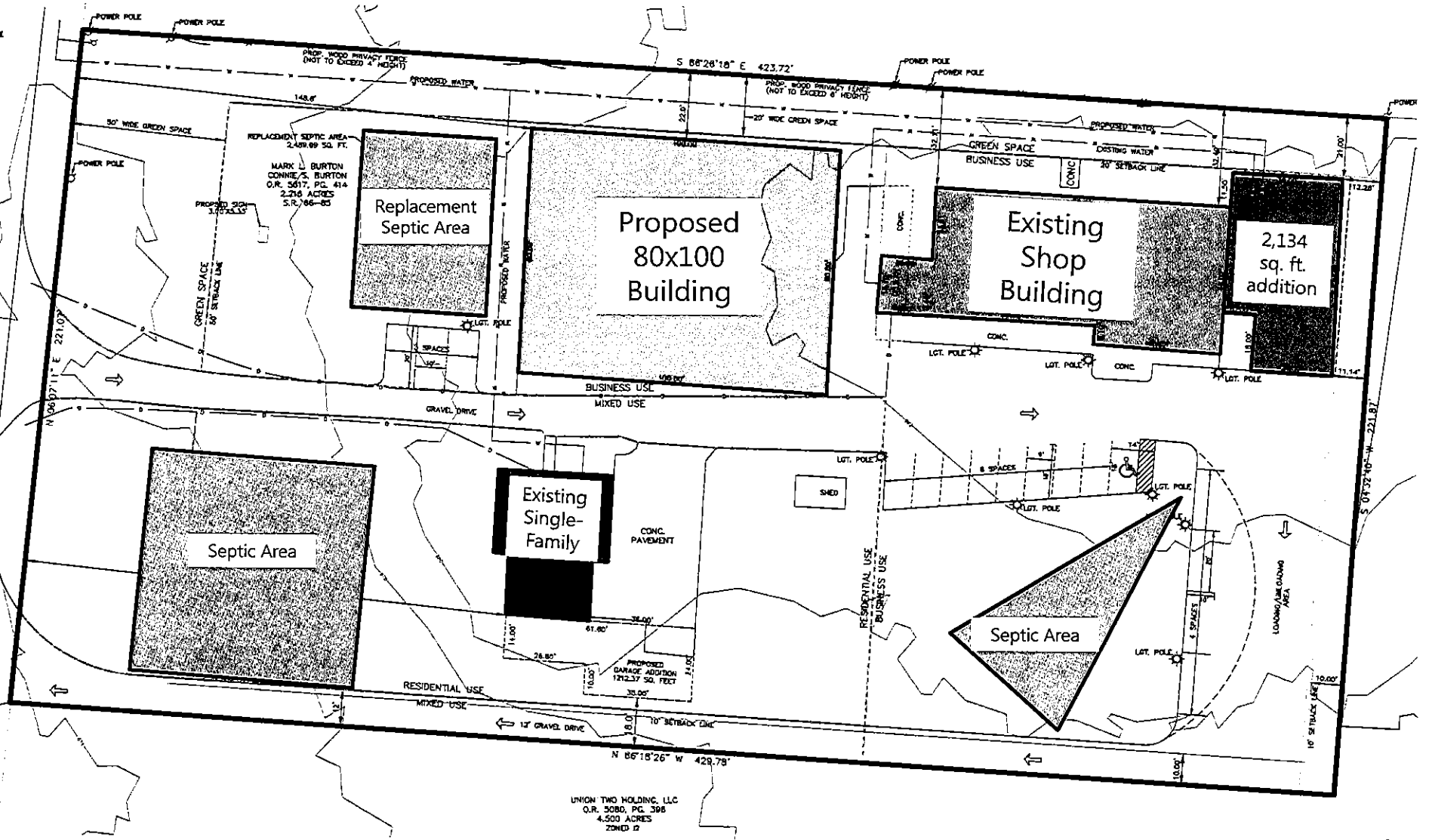


-  Existing Gravel Drive
-  Proposed Gravel Drive

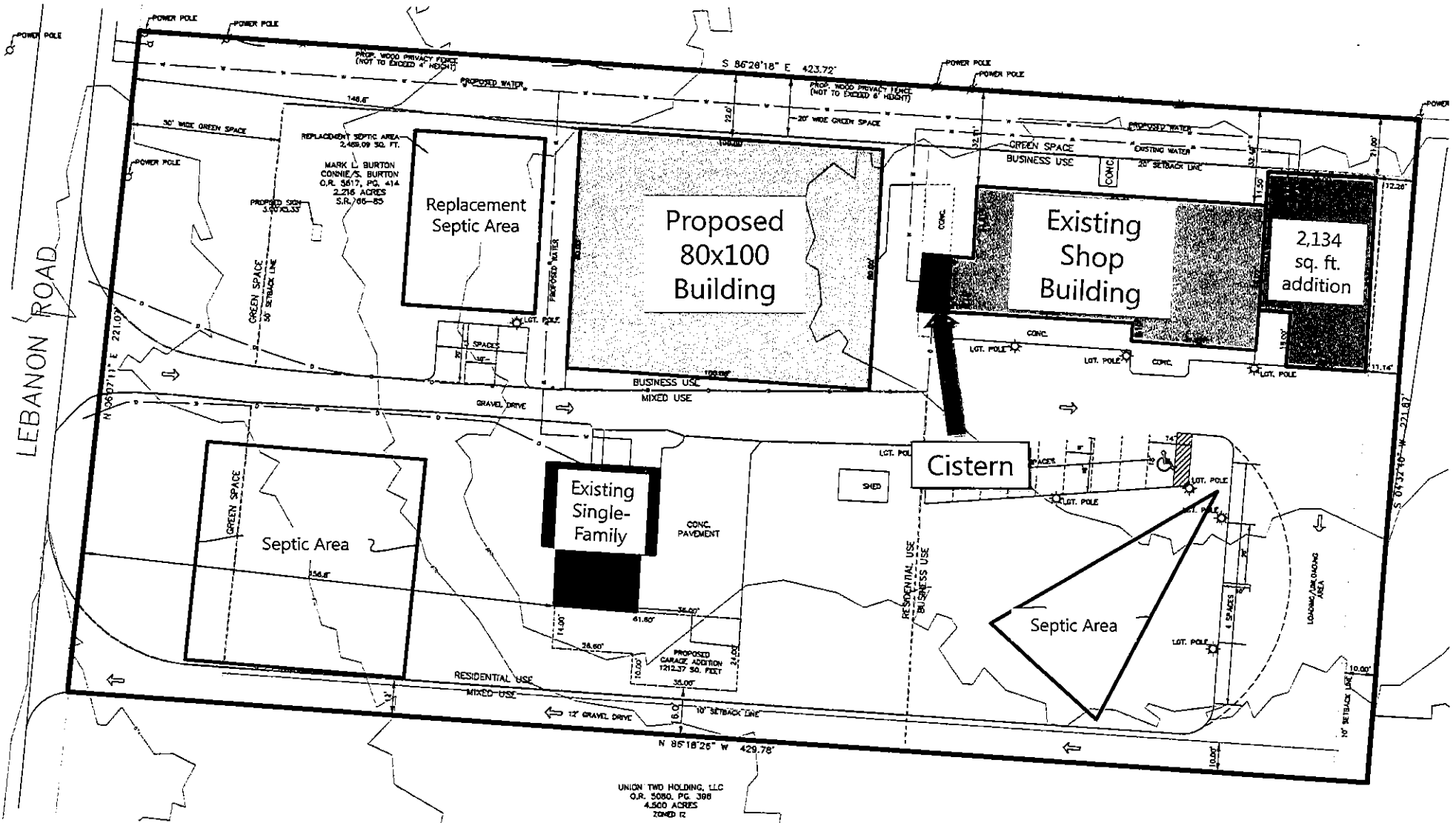
UNION TWO HOLDING, LLC
 O.R. 3080, P.L. 398
 4.500 ACRES
 ZONED R2

PUD STAGE 2 SITE PLAN

LEBANON ROAD



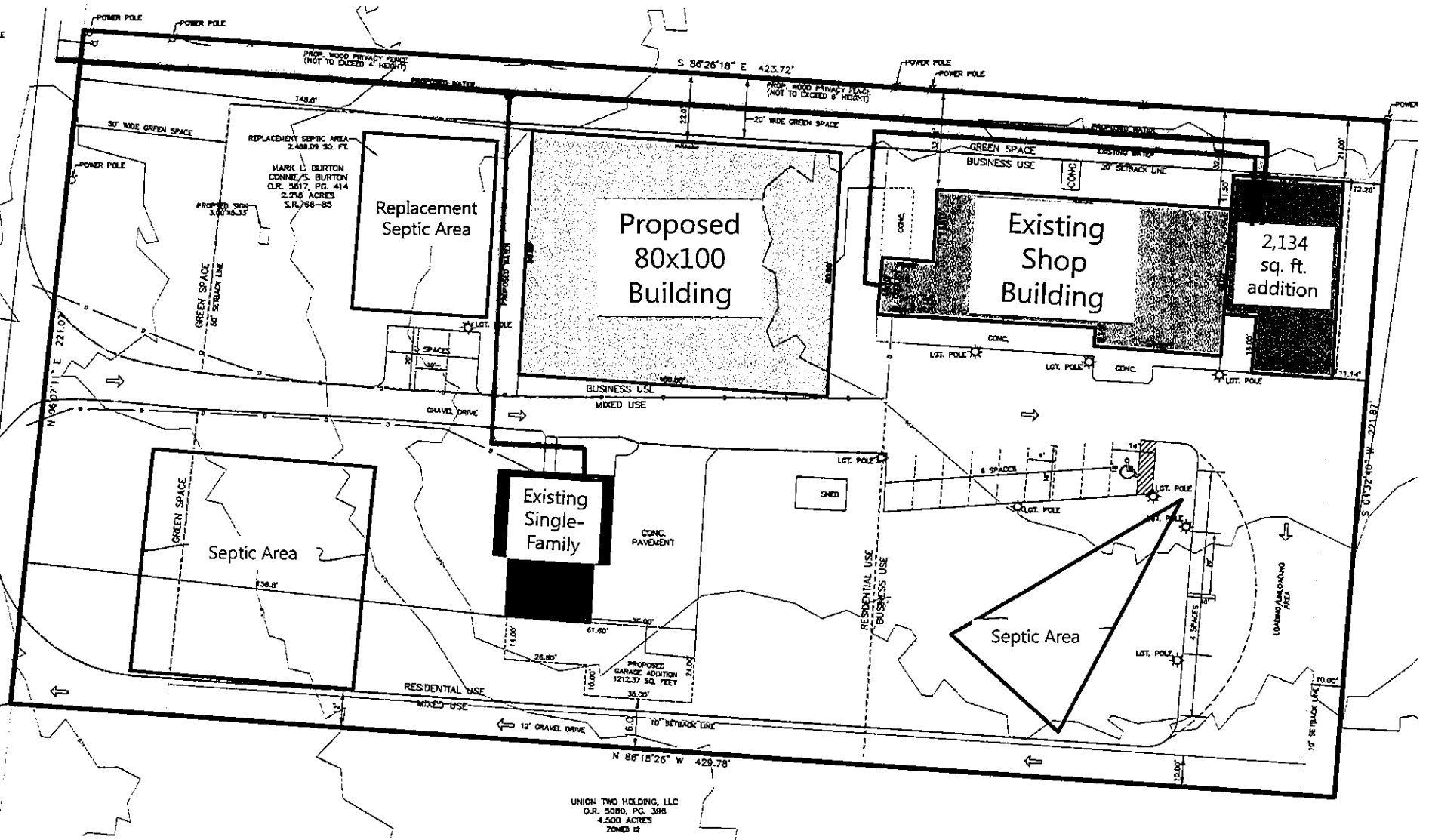
PUD STAGE 2 SITE PLAN



UNION TWO HOLDING, LLC
O.R. 3080, PG. 398
4.500 ACRES
ZONED R

PUD STAGE 2 SITE PLAN

LEBANON ROAD



Review Department Comments

City of Lebanon

- Water service available upon annexation

Cook, Ryan A.

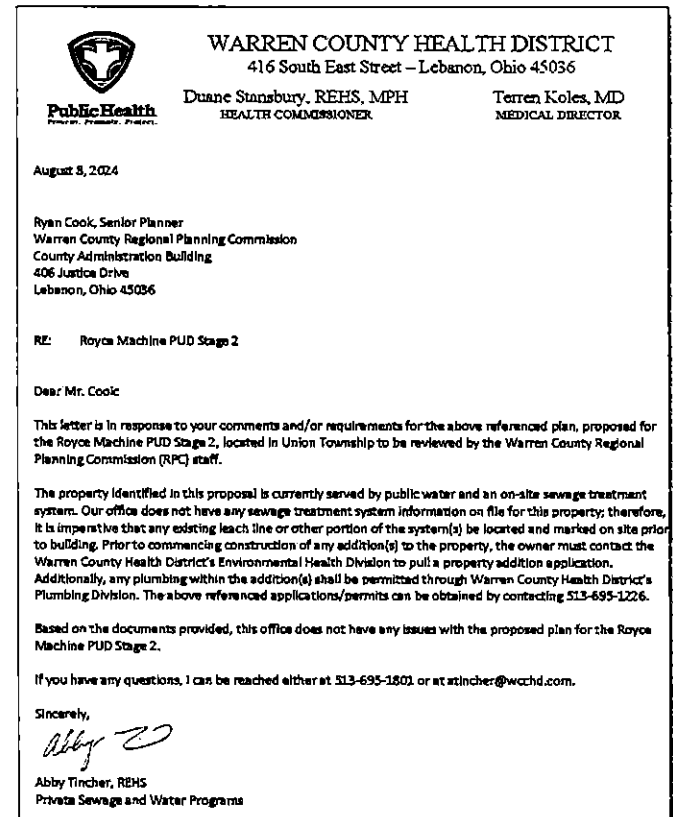
From: Scott Brunka <sbrunka@lebanonohio.gov>
Sent: Friday, August 09, 2024 7:32 AM
To: Cook, Ryan A.
Cc: Greg Orosz
Subject: RE: Royce Machine PUD Stage 2 Review

Hi Ryan,
Yes, water service would be available upon annexation. Thank you.

Scott

Review Department Comments

The property identified in this proposal is currently served by public water and an on-site sewage treatment system. Our office does not have any sewage treatment system information on file for this property; therefore, it is imperative that any existing leach line or other portion of the system(s) be located and marked on site prior to building. Prior to commencing construction of any addition(s) to the property, the owner must contact the Warren County Health District's Environmental Health Division to pull a property addition application. Additionally, any plumbing within the addition(s) shall be permitted through Warren County Health District's Plumbing Division.



Recommendation

Staff recommends approval of the **Royce Machine PUD Stage 2** to the Board of County Commissioners subject to the following conditions.

1. All plans and proposals of the applicant shall be made conditions of approval unless modified by one of the following conditions.
2. Compliance with the Warren County Rural Zoning Code, Resolution #23-0139, and the PUD Development Standards.
3. **The proposed new access point to Lebanon Road shall receive approval from the Warren County Engineer's Office. If the additional access point is denied the applicant shall submit an updated Site Plan removing the driveway.**

Recommendation

- 4. The site's internal vehicular circulation receives approval from the Warren County Engineer's Office prior to the approval of PUD Stage 3. The Engineer's Office shall determine if a traffic impact analysis is necessary. If a traffic impact analysis is required, it shall be done prior to PUD Stage 3.**
- 5. The applicant shall submit a stormwater management plan approved by the Warren County Engineer's Office prior to PUD Stage 3.**

Recommendation

- 6. Compliance with the requirements of the Warren County Health District or the Ohio Environmental Protection Agency. Any existing leach lines or other portion of the system(s) shall be located and marked on-site prior to building. The proposed wastewater systems shall receive approval from the Warren County Health District prior to PUD Stage 3. If it is determined that the use will generate more than 1,000 gallons of wastewater per day, the OEPA will have jurisdiction to review the septic system and the OEPA shall approve the system prior to PUD Stage 3.**

Recommendation

7. Compliance with the Warren County Soil & Water Conservation District Standards.
- 8. No temporary or permanent signs shall be placed within the road right of way and all signs shall comply with Article 3, Chapter 6 of the Warren County Rural Zoning Code unless otherwise stated in the PUD Standards.**

Recommendation

9. The applicant receives approval from the OEPA for water service or complies with the requirements of the applicable water service provider if central water service is proposed.
10. Before the Board of County Commissioners review of PUD Stage 2, the applicant submits an updated Site Plan complying with the following:
 - a. Compliance with Section 1.303.3 (B) Site Plan Minimum Information.
 - b. A professional, to scale, Site Plan done by a licensed engineer/surveyor or architect.
 - c. A landscaping plan outlining the types of vegetation, size, and caliber at planting.



Warren County Zoning Code Text Amendments

Board of County Commissioners

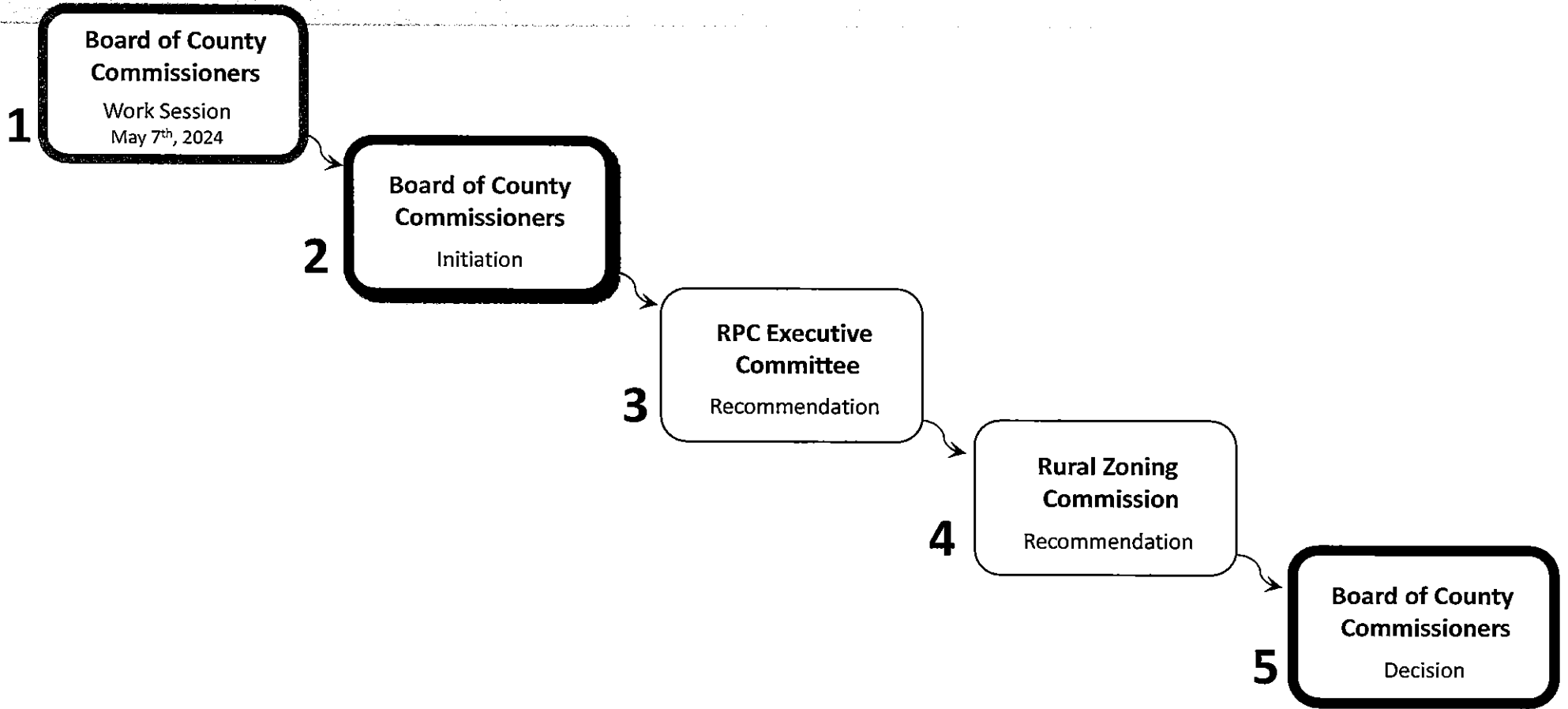
Meeting Date: October 1st, 2024

Introduction

Amendments to the Warren County Rural Zoning Code.

- **Drafted by Planning/Zoning staff.**
- **Reviewed by the Prosecutor's Office.**

Review Process



Text Amendment Format

Old Language: ~~Red, strikethrough~~

New Language: Blue

Example:

Street, Private: Any road or street that is not publicly accepted, owned, and maintained. These streets ~~and~~ are used for access by the occupants of the development, their guests, and ~~the general~~ ~~public~~-fire, emergency, public service, and public utility vehicles.

Summary

- Regulate Solar Facilities (<50 MW)**
- Public Notification Process**
- Minimum Lot Width**

Request: County Commissioners to initiate the proposed text amendments for the Warren County Rural Zoning Code.

Summary of Proposed Amendments

The proposed amendments related to Solar Uses:

1. Adds regulations for Principal Solar Facility,
2. Defines components and elements of a Solar Facility, and
3. Includes Solar use in the Table of Uses (Section 2.205 Table of Uses by Zoning District) as new land uses.

Summary of Proposed Amendments

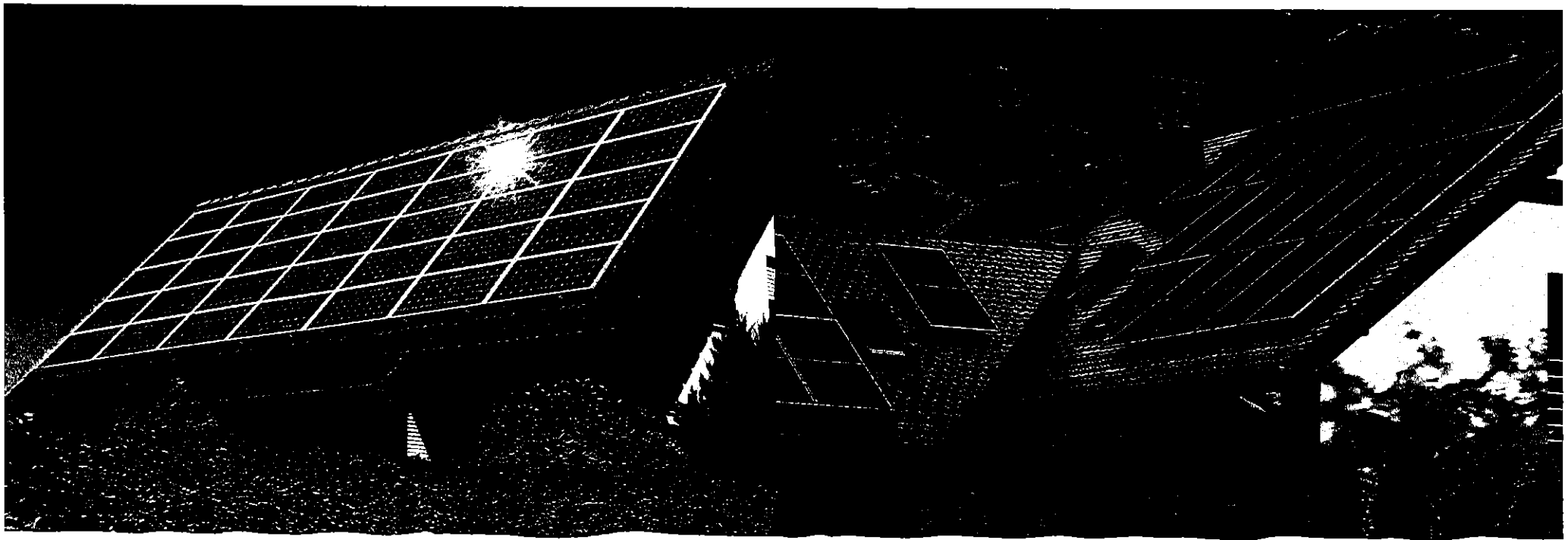
Other proposed text amendments:

1. **Restate the public notification process for various zoning applications.**
2. **Clarify the requirements for Lot Width and Minimum Lot Width,**
3. **Modify and clarify the multi-family/non-residential access requirements**
4. **Define/Re-define lot, street, and structure.**

SOLAR ENERGY SYSTEMS

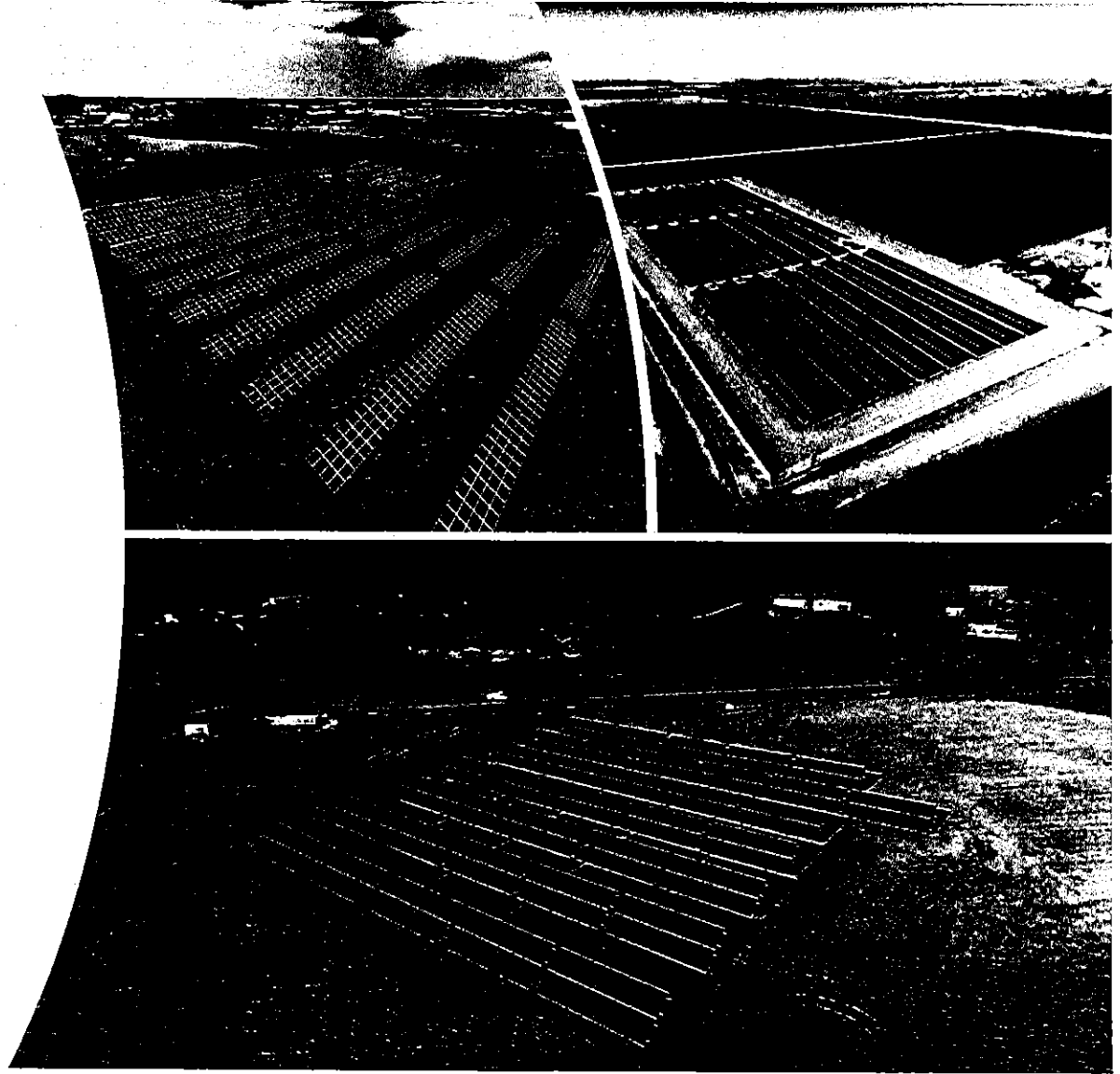
Proposed Amendments

- Update “Table of Uses” to add **Principle Solar Energy Production Facility** classifications under each zoning district
- Add regulations for **“Principal Solar Energy Production Facility”**
- Regulate both public and private utilities (<50 mw)
- Defines components and elements of a Solar Facility



ACCESSORY SOLAR ENERGY

Principal Solar Energy



Article 2, Chapter 2, Sec. 2.205 Table of Uses by Zoning District

TABLE OF USES BY ZONING DISTRICT Permitted Primarily in Commercial and Industrial Zones

LAND USES	ZONING DISTRICTS												Use Specific Ordinances
	R1A R1B	R1	R1B	R2	R3	B1	B2	B3	B4	B5	I1	I2	
SOLAR AND WIND ENERGY PRODUCTION													
<u>Principal Solar Energy Production Facility</u>													
Ground/Pole Mounted	C	C				C	C	C	C	C	C	C	3.102.10 (B)
Roof Mounted						P	P	P	P	P	P	P	3.102.10 (B)
Building Mounted/Other Structure Mounted/Integrated						P	P	P	P	P	P	P	3.102.10 (B)

Proposed Amendments

The proposed language for “Principal Solar Energy Production Facility” includes standards for:

- Lot size
- Lot coverage
- Underground Utilities
- Height
- Setback
- Screening and Buffering
- Driveway Materials
- Decommission or Removal
- Road Use Maintenance Agreement
- Emergency Response Comments
- Site Plan Review
- Surrounding Properties Owner’s Notification

Summary of Proposed Standards – Section 3.102.10 (B)

1. Located on a lot of **at least twelve (12) acres in size.**
2. Regulates lot coverage.
3. Requires underground utilities (utility, distribution, and transmission lines).
4. **Roof mounted: May be mounted to a principal or accessory building and shall not exceed 10 feet beyond the building height.**
5. Ground and pole mounted:
 - a) **Shall be no taller than 15 feet.**
 - b) **20% or less of onsite solar energy production.**
6. Building mounted/Other structure mounted/integrated: **No taller than the primary mounting structure**
7. Screen mechanical equipment (to include storage structures).

Summary of Proposed Standards – Section 3.102.10 (B)

8. Buildings and solar equipment screened from ground-level view.

9. Setbacks:

a) Non-Participating Parcel:

1) One-hundred and fifty (150) feet from lot lines.

2) **Three-hundred (300) feet from any dwelling.**

3) One-hundred and fifty (150) feet from the edge of any adjacent road right-of way.

b) Participating Parcel: Setbacks for all other buildings and structures comply with the applicable zoning setback standards

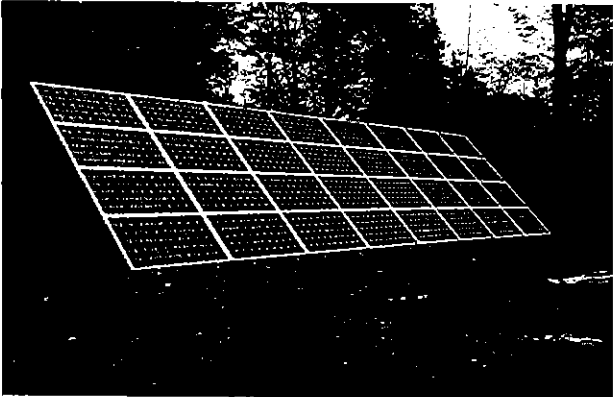
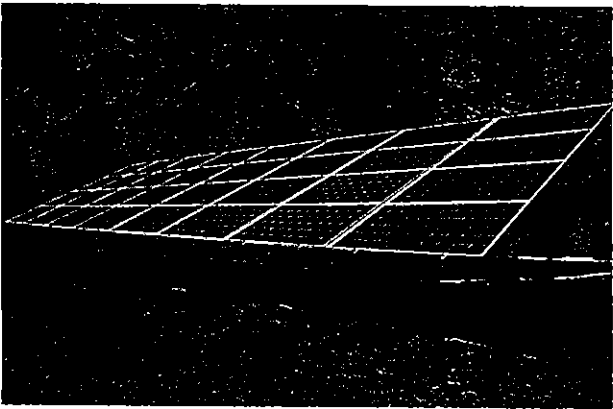
Notification Requirements: First class mail to property owners within 1,000 feet of the subject site

10. Decommission: removed from the property within six (6) months.

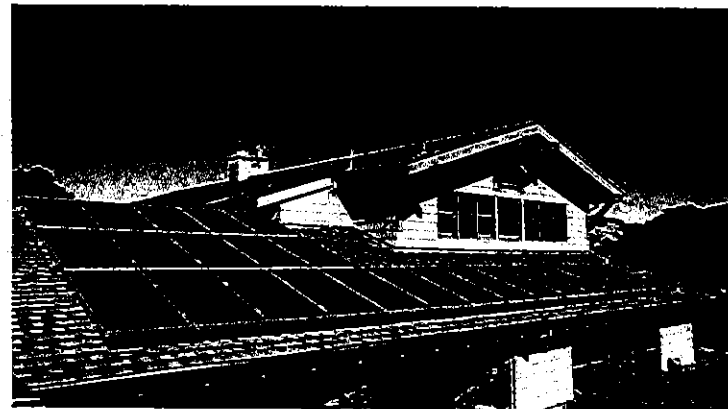
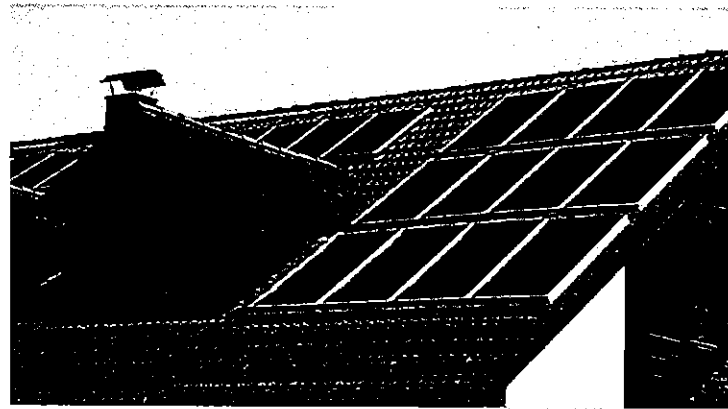
11. Road Use Maintenance Agreement is required

Proposed Standards – Definitions

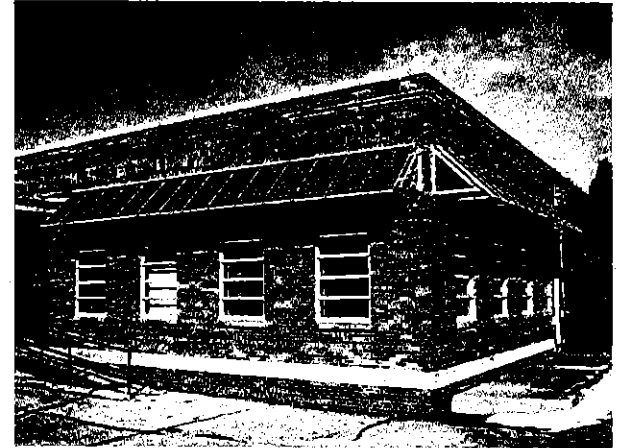
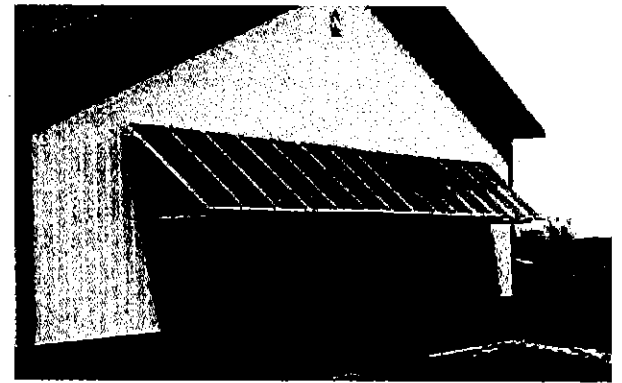
1. Small Solar Facility
2. Solar Energy
3. Solar, Community
4. Solar Energy, Accessory
5. Solar Energy Equipment
6. Solar Energy System
7. Solar Photovoltaic (PV)
8. Solar, Ground/Pole Mounted Energy Systems
9. Solar, Building Mounted/Other structure mounted / Integrated Energy Systems
10. Solar, Participating Parcels
11. Solar, Principal Energy Production Facility
12. Solar, Roof Mounted Energy Systems



Ground/Pole Mounted Solar



Roof Mounted Solar



**Building mounted/Other
structure mounted /
Integrated Solar**

PUBLIC NOTIFICATION

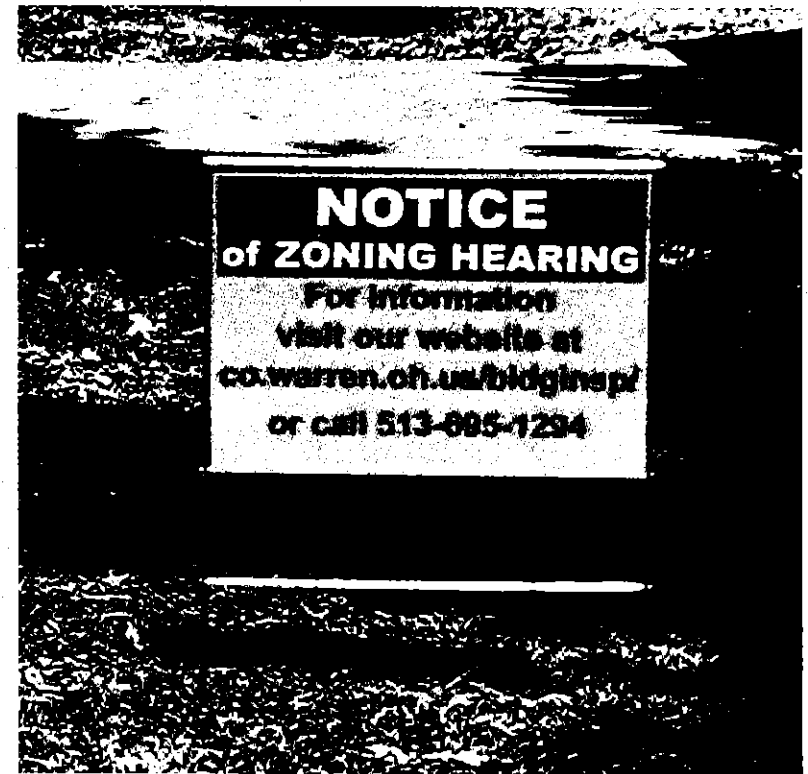
Proposed Amendments (Article 1, Chapter 3, Zoning Enforcement)

Updates for the **public notification** sections for zoning applications:

- **Site Plan Review**
- **Zoning Amendments**
- **PUD**
- **Conditional Use**
- **Variance**

Article 1, Chapter 3, Sec. 1.303.3(C) Site Plan Review, Public Notification

The Zoning Inspector shall post a sign, ~~stating~~ advertising a ~~public hearing~~ the administrative hearing and where to get additional information, on the subject property. The sign shall be posted at least 10 calendar days prior to the administrative hearing.



MINIMUM LOT WIDTH

Proposed Amendments

Updates for the “**Residential Zones Development Standards Table**” to include **Minimum Lot Width** along with Minimum Lot Frontage and add definitions for “Lot Width” and “Maximum Lot Depth to Width Ratio” to the table’s notes.

Article 2, Ch. 3

Sec. 2.302.1

Residential Zones Development Standards Table

Development Standard			Residential Zoning Districts					
			RU	R-1A	R1	R1B	R2	R3
Density (Units per acre)			0.2	0.33	0.5	1.0	3	4
Minimum *Yard (feet)	Front		50	50	50	40	40	35
	Side		Total of 50 feet with a minimum side of 20 feet	Total of 50 feet with a minimum side of 20 feet	Total of 50 feet with a minimum side of 20 feet	15	15	10
	Rear		50	50	50	40	40	30
Maximum Height (feet)*			35	35	35	35	35	35
Minimum Lot Frontage and Lot Width (feet)	Standard	Lots ≤ 2 Acres	150	150	140	100	75	65
		Lots > 2 Acres	200	200	140	100	75	65
	Curved* Frontage	Frontage at road right-of-way	50	50	50	50	25	25
		Minimum Lot Width at minimum front building setback line	150	150	140	100	75	65
Minimum Lot Width*			The minimum continuous width and frontage shall be equal to the required lot width determined by applying the minimum-maximum depth to width ratio. Unless otherwise provided in Section 3.105.2(c) (Panhandle Lots) Refer to Maximum Lot Depth to Width Ratio below					
Maximum Lot Depth to Width Ratio* (Applies to lots ≤ 5 acres. Irregularly shaped panhandle lots are exempt)	Lots ≤ 2 Acres		4:1	4:1				
	Lots > 2 Acres		5:1					
Minimum House Size (Sq. Ft. of living space per unit)			Single Family: 1,200				Single Family: 1,200 Two-Family or Multi-Family: 960	

Sec. 2.302.1 Residential Zones Development Standards Table

3. ***Minimum Lot Frontage and Width Curved Frontage:** Lots along a road curve with a centerline radius of less than or equal to three hundred (300) feet are permitted to have a continuous minimum frontage at the required road right-of-way or easement and the required width measured at the building setback line. Except as otherwise provided in Section 3.103.2(C) (Panhandle Lots).
4. ***Lot Width:** The Lot Width and Minimum Lot Width at minimum front building setback line is applicable to all standard and curved frontage lots and shall be regulated by whichever value is greater. The Lot Width is applied at the minimum front building setback line.
5. ***Maximum Lot Depth to Width Ratio:** Each new lot created that is less than five acres in size shall not have a depth of more than four times its width (lots less than or equal to 2 acres), and no more than five times its width (lots greater than 2 acres) within the RU and R-1A zoning districts. Each new lot created that is less than five acres shall not have a depth of more than four times its width within the R1, R1B, R2 and R3 zoning districts.

**MULTI-FAMILY OR NON-RESIDENTIAL ACCESS
AND DRIVEWAYS**

Proposed Amendments- Article 3, Ch. 3, Parking, Loading, And Circulation Standards

Updates the minimum setback distance for multi-family and non-residential driveways from residential and non-residential properties.

SEC 3.311 Design Requirements:

(B) Multi-Family or Non-Residential Access and Driveways:

1. There shall be adequate provision for ingress and egress to all parking areas as regulated by the Warren County Engineer's Office Access Management Regulations.
2. The width of a driveway (ingress/egress) for a multi-family or non-residential use, at the street right-of-way line, shall have a minimum width of twenty-four (24) feet and maximum width of thirty-six (36) feet (unless otherwise permitted or required by the Warren County Engineer's Office).
3. Shared ingress and egress is strongly encouraged whenever possible and may be required if deemed necessary by the Warren County Engineer's Office or ODOT as applicable.
4. All driveways [multi-family or non-residential] shall be located at least ~~five~~ **ten (510)** feet from side or rear property lines ~~for of~~ all residential properties and ~~ten five (10 5)~~ feet for all other land uses.

OTHER DEFINITIONS

Article 4, Chapter 1, Definitions

Street, Public: A public ~~way roadway same in function as a road, but most often within dedicated~~ constructed within the boundaries of an officially deeded and accepted public right- of-way or easement. Public roadways may be flanked by public utilities easements, sidewalks, ~~and~~ bikeways, ~~and having curbs and gutters, rather than or side~~ ditches ~~for pavement drainage.~~ (See Warren County ~~Road and~~ Thoroughfare Plan.)

Street, Public: A public roadway constructed within the boundaries of an officially deeded and accepted public right- of-way or easement. Public roadways may be flanked by public utilities easements, sidewalks, bikeways, curbs and gutters, or side ditches. (See Warren County Thoroughfare Plan.)

Article 4, Chapter 1, Definitions

Street, Private: Any road or street that is not publicly accepted, owned, and maintained. These streets ~~and~~ are used for access by the occupants of the development, their guests, and ~~the general public~~ fire, emergency, public service, and public utility vehicles.

Street, Private: Any road or street that is not publicly accepted, owned, and maintained. These streets are used for access by the occupants of the development, their guests, and fire, emergency, public service, and public utility vehicles.

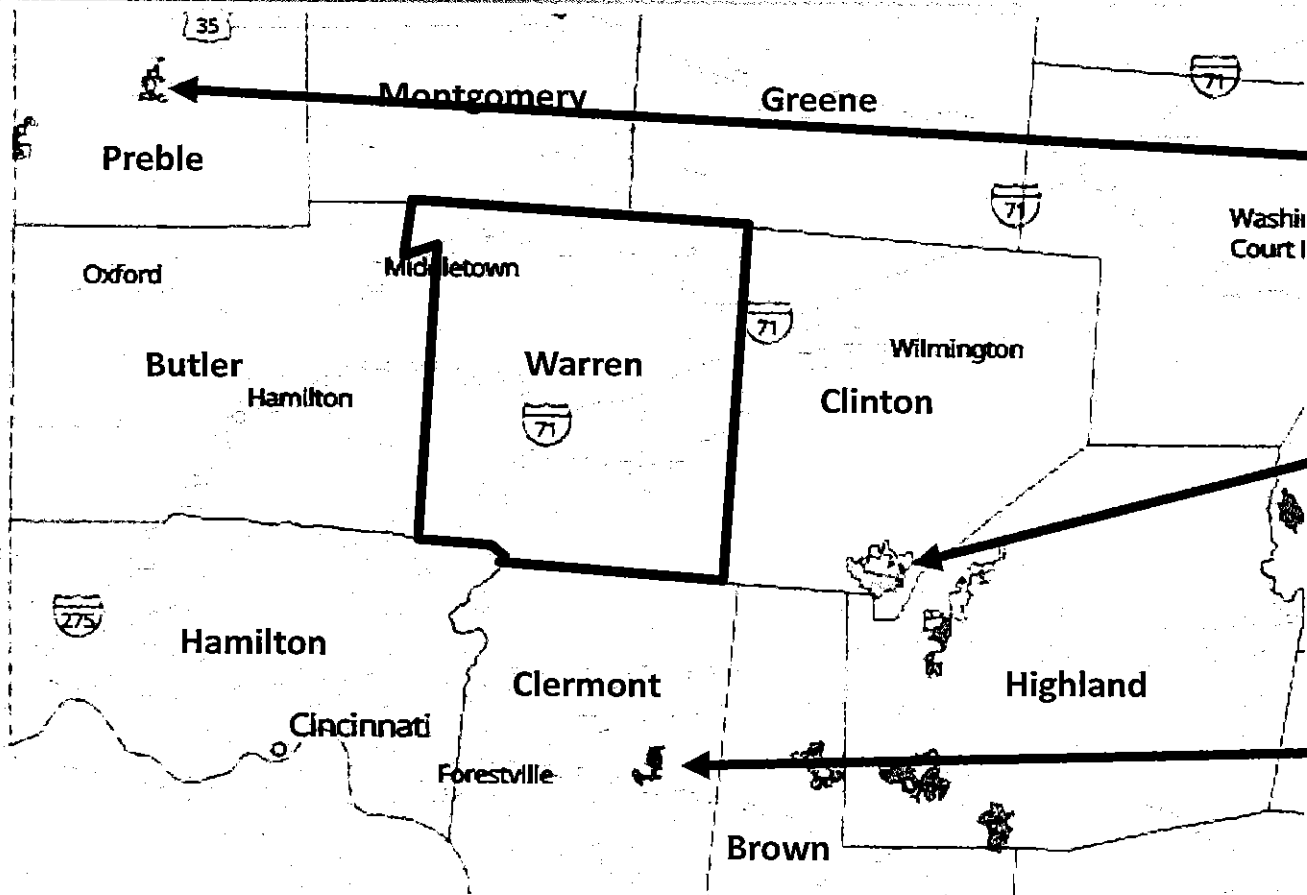
Article 4, Chapter 1, Definitions

Structure, Minor: Any small accessory structure or building such as birdhouses, tool houses, pet houses, play equipment, arbors, fire pits, outdoor cooking and grill islands, outdoor fireplaces, ~~and~~ walls and fences-, standalone generators, and electric vehicle charging units.

Structure, Minor: Any small accessory structure or building such as birdhouses, tool houses, pet houses, play equipment, arbors, fire pits, outdoor cooking and grill islands, outdoor fireplaces, walls and fences, standalone generators, and electric vehicle charging units.

BACKUP SLIDES

Surrounding Solar Developments (Over 50MW)



Preble County
Capacity: 69.9 MW
Area: 2,003 Acres

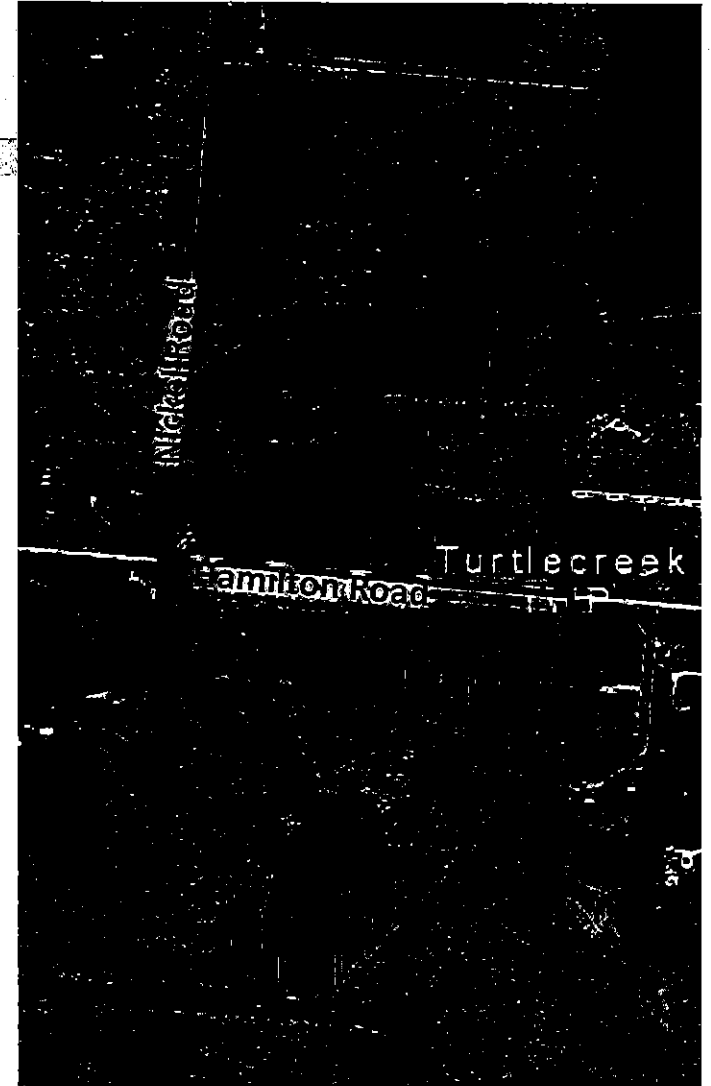
Clinton County
Capacity: 300 MW
Area: 2,457 Acres

Brown County
Capacity: 2,400 Acres

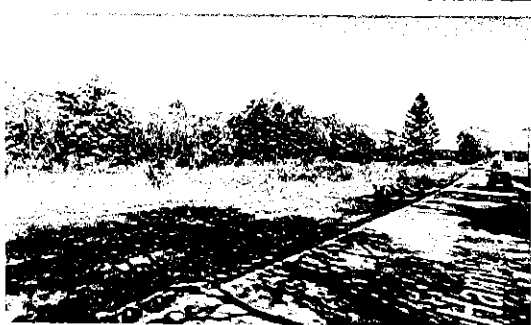
Existing Solar Farm Development

Cincinnati Zoo Solar Farm

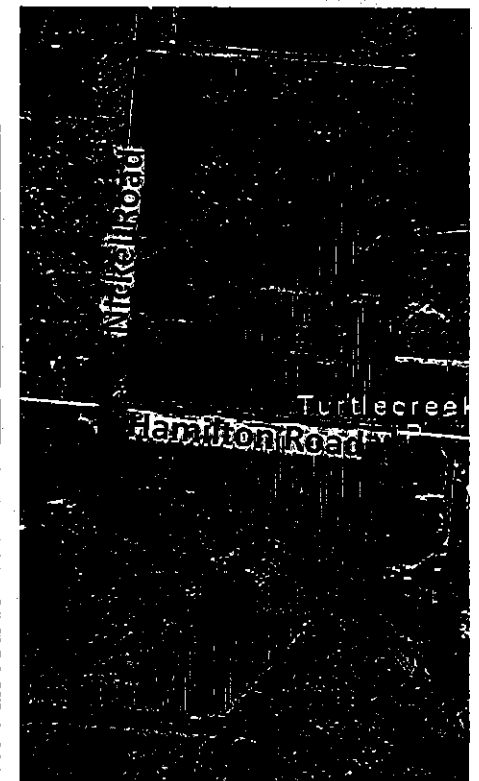
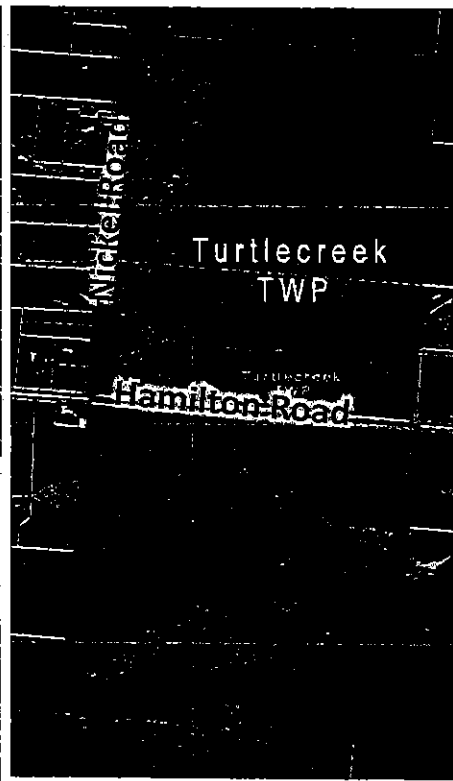
- Capacity: Approximately 19 MW
- Area: 233.56 Acres
- Approved as a Site Plan
- Zoned Public Recreation



Cincinnati Zoo Solar Farm



Before



After

Article 3, Chapter 1, Sec. 3.102 Accessory Uses, Buildings & Structure Standards

3.102.10 Solar Energy Equipment:

(A) Accessory Solar Energy:

- 1) Solar energy equipment shall meet setback and height requirements for the district.
- 2) Ground-mounted solar energy equipment shall be limited to a maximum height of fifteen (15) feet and shall be located in the rear yard or side yard and screened from the public right-of-way.
- 3) A ground-mounted solar energy system shall count toward the maximum number of accessory structures permitted on the property and shall require a zoning permit.
- 4) Non-functioning solar energy equipment shall be removed within three months of becoming nonfunctional.
- 5) The Solar Energy System shall be properly maintained to prevent both unsightly and unsafe conditions.

Article 3, Chapter 1, Sec. 3.102 Accessory Uses, Buildings & Structure Standards

(B) Principal Solar Energy Production Facility:

It is not the purpose of this regulation to regulate a major utility facility as defined by the Ohio Power Siting Board (50 MW or greater). No Principal Solar Energy Production Facility shall be located in a zoning district where such facilities are not explicitly listed as a permitted or conditionally permitted use.

All principal solar energy production facilities shall meet the following requirements:

- 1) The proposed principal solar energy production facility must be located on a lot of at least twelve (12) acres in size.
- 2) For purposes of determining lot coverage, the total surface area of all ground/pole mounted solar energy systems including cells, panels, and water collector devices shall be considered impervious and shall count toward the maximum percent of a lot to be occupied.
- 3) All on-site utility, distribution, and transmission lines, that are the responsibility of the principal solar energy production facility to maintain, shall be placed underground.

Sec. 3.102.10 (B) Principal Solar Energy Production Facility

4) Roof mounted:

- a) May be mounted to a principal or accessory building.
- b) Shall not exceed 10 feet above roof height.

5) Ground/Pole mounted:

- a) Shall be no taller than fifteen (15) feet.
- b) Limited within commercial and industrial zoning districts to 20% or less of the energy produced onsite.

6) Building mounted/Other structure mounted/integrated:

- a) Shall be no taller than the primary mounting structure, with the exception of parking lot solar canopies. A parking lot solar canopy shall be no taller than 35 feet.

Sec. 3.102.10 (B) Principal Solar Energy Production Facility

- 7) Solar energy systems shall be designed and located in order to prevent reflective glare towards any inhabited building on adjacent properties as well as adjacent street right-of-way. Applicants must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT), or an equivalent report, for neighboring lots and right-of-way.
- 8) The proposed principal solar energy production facility must comply with any applicable airport zoning overlay and height restrictions, and the ability to comply with the FAA regulations pertaining to hazards to air navigation must be demonstrated.
- 9) All mechanical equipment of solar energy systems including any structure for batteries or storage cells, shall be completely enclosed by a minimum seven (7) foot high fence with a self-locking gate, and provide screening in accordance with the Warren County Rural Zoning Code.

Sec. 3.102.10 (B) Principal Solar Energy Production Facility

- 10) Screening shall be established in accordance with the provisions of the Warren County Rural Zoning Code, be maintained in good condition, and free of all advertising or other signs. In addition to any other screening requirements of the Warren County Rural Zoning Code, the following standards shall apply:
- (a) Any buildings and solar energy equipment shall be screened from ground-level view from any adjacent road right-of-way, any adjacent lot with a residential use, and any residential zoning district.
 - (b) Screening shall consist of vegetation, mounding, natural landforms, or any combination thereof. Screening may be supplemented by fencing or walls, but shall not be the primary method. Fencing shall incorporate gaps or spaces of at least six (6) inches by six (6) inches to allow passage of small mammals.
 - (c) Screening shall be a minimum of six (6) feet in height.
 - (d) Mounding shall be seeded and planted with trees. The base of the mound shall not be graded at an angle greater than forty-five degrees (45°).
 - (e) Screening shall be clustered around groups of solar energy equipment and buildings and not the entirety of the lot to allow for “wildlife corridors” where wildlife can traverse the lot.

Sec. 3.102.10 (B) Principal Solar Energy Production Facility

11) Buffering shall be established in accordance with the provisions of the Warren County Rural Zoning Code. In addition to any other buffering requirements of the Warren County Rural Zoning Code, the following standards shall apply:

- (a) A one-hundred and twenty (120) foot setback along stream boundaries (including ephemeral and intermittent streams).
- (b) A one-hundred and twenty (120) foot setback from Category 1 and 2 wetland boundaries.
- (c) A three-hundred (300) foot setback from Category 3 wetland boundaries.

(Note: a, b, and c above are all subject to an environmental assessment by Warren County Soil and Water.)

Sec. 3.102.10 (B) Principal Solar Energy Production Facility

12) Setback requirements for solar energy equipment not housed in a building, shall be:

a) Non-Participating Parcels:

1. One-hundred and fifty (150) feet from lot lines.
2. Three-hundred (300) feet from any dwelling.
3. One-hundred and fifty (150) feet from the edge of any adjacent road right-of way.

b) Participating Parcel: Setbacks for all other buildings and structures comply with the applicable zoning setback standards

13) Ingress and egress driveways, interior access/maintenance roads, and any off-street parking and circulation routes shall be constructed with a durable and dust-free surface.

Sec. 3.102.10 (B) Principal Solar Energy Production Facility

- 14) New access drives within the Principal Solar Energy Production Facility shall be designed to minimize the extent of soil disturbance, water runoff, and soil compaction on the premises. The use of geotextile fabrics and gravel placed on the surface of the existing soil for temporary roadways during construction is permitted, provided that the geotextile fabrics and gravel are removed once the Principal Solar Energy Production Facility is in operation.
- 15) Areas that are undeveloped, areas not required for regular maintenance, and other spaces not devoted to the active use of the lot (such as in between rows of ground mounted solar panels) shall be landscaped with vegetation in such a manner as to prevent soil erosion by wind or rain or the spreading of invasive species and noxious weeds. Plantings shall follow the standards set forth in the Ohio Department of Natural Resources (ODNR) Guidance for Proposed Solar Energy Facilities in Ohio.
- 16) Solar energy systems and all solar energy equipment that are no longer functioning shall be completely removed from the property within six (6) months from the date they are no longer producing electricity, become damaged, discontinued or broken. Any earth disturbance as a result of the removal of the ground mounted solar energy system shall be graded and reseeded within thirty (30) days of removal.

Sec. 3.102.10 (B) Principal Solar Energy Production Facility

- 17) A Road Use Maintenance Agreement: The property owner shall provide for the adequate maintenance and protection of Township and County maintained, protected, or managed infrastructure (including, but not limited to roadways, rights-of-way, and easements) to be used in connection with the Principle Solar Energy Production Facility as detailed further in a road use and maintenance agreement (“RUMA”) with the Township or County. Any damaged public roads, culverts, and bridges shall be repaired promptly to their previous or better condition by the property owner or their designee under the guidance of the appropriate regulatory authority.
- 18) The property owner shall provide sufficient evidence that the property can be adequately served by the appropriate safety services, for example, a letter from the applicable fire department verifying that emergency response personnel and vehicles can safely reach and service the property, including the area where the Principle Solar Energy Production Facility is located.
- 19) Supporting application materials for a Principal Solar Energy Production Facility shall include a detailed site plan and all applicable requirements found in Section 1.303 of the Warren County Rural Zoning Code. The site plan should show all zoning districts and overlay districts. The following shall also be submitted at the time of the application and shall include:

Sec. 3.102.10 (B) Principal Solar Energy Production Facility

- a) A detailed site plan for both existing and proposed conditions must be submitted, showing location of all solar arrays, other structures, property lines, rights-of-way, service roads, floodplains, wetlands and other protected natural resources, topography, electric equipment, and all other characteristics requested by Zoning Inspector.
- b) Height of the proposed solar energy system(s) at maximum tilt.
- c) Proof of notice to the electric utility, Soil and Water Conservation District (for drainage impact purposes), and the Warren County Combined Health District (for on-site sewage treatment impacts) regarding the proposal.
- d) Letters from the County Engineer, Township, and State Department of Transportation regarding the status of any Road User Maintenance Agreement and/or bonding.
- e) A drainage plan, including any methods of stormwater management, and existence of any subsurface drainage systems. The County Engineer's Office, Soil and Water Conservation District, and if applicable, the Farm Service Agency shall be contacted to confirm the existence, or potential existence, and location of any subsurface drainage systems.

Sec. 3.102.10 (B) Principal Solar Energy Production Facility

- f) Proof of notice and/or compliance with County-level stormwater and sediment control regulations.
- g) A narrative of expected and potential impacts to ecological, cultural, archeological, and agricultural resources and impacts to neighboring land uses.
- h) A landscaping plan.
- i) A screening and buffering plan, including any wildlife corridors.
- j) A narrative addressing the expected lifespan of the facility, expected regular maintenance activities, and an end-of-life decommissioning plan.
- k) A list of all adjacent property owners, their parcel numbers, and addresses.

Notification Requirements: Within 14 days of filing an application with the Building and Zoning Department, mail a notice via first class mail to property owners within 1,000 feet of the subject site explaining the request and identifying the subject property.

DEFINITIONS

Article 4, Chapter 1, Definitions

Small Solar Facility: Pursuant to ORC 303.213 (A) (2), “Small Solar Facility” means solar panels and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of less than 50 MW.

Solar Energy: means radiant energy (direct, diffused, or reflected) received from the sun that can be collected and converted into thermal or electrical energy.

Solar, Community: Also known as shared solar, or solar gardens, is an energy model that allows customers to buy or lease part of a larger off-site shared solar photovoltaic (PV) system. For the purposes of the Warren County Rural Zoning Code, “Community Solar” is a “Principal Solar Energy Production Facility”.

Article 4, Chapter 1, Definitions

Solar Energy, Accessory: A solar collection system consisting of one or more roof mounted, ground/pole mounted, and/or building mounted/other structure mounted solar collector devices and solar related equipment and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it produces 120% or less of the onsite usage of electrical or thermal power. When a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company.

Solar Energy Equipment: Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter(s), batteries, mounting brackets, racking, framing and/or foundation used for or intended to be used for the collection of solar energy.

Article 4, Chapter 1, Definitions

Solar Energy, Accessory: A solar collection system consisting of one or more roof mounted, ground/pole mounted, and/or building mounted/other structure mounted solar collector devices and solar related equipment and is intended to primarily reduce on-site consumption of utility power. A system is considered an accessory solar energy system only if it produces 120% or less of the onsite usage of electrical or thermal power. When a property upon which the system is installed also receives electrical power supplied by a utility company, excess electrical power generated and not presently needed for on-site use may be used by the utility company..

Solar Energy Equipment: Items for the purpose of generation, transmission, and storage of electricity, including but not limited to a solar photovoltaic cell, solar panels, lines, pumps, inverter(s), batteries, mounting brackets, racking, framing and/or foundation used for or intended to be used for the collection of solar energy.

Article 4, Chapter 1, Definitions

Solar Energy System: means a system and associated facilities that collect Solar Energy, which may include, but is not limited to, a Roof/Building Mounted, Ground/Pole Mounted, or Other structure mounted / Integrated Energy System.

Solar Photovoltaic (PV): The technology that uses a semiconductor to convert light directly into electricity.

Solar, Ground/Pole Mounted Energy Systems: means a solar energy system that mounts a solar panel or panels and facilities on or above the ground.

Solar, Building Mounted/Other structure mounted/Integrated Energy Systems: means a solar energy system that is mounted to a structure in any way previously not defined or incorporated into or replaces standard building materials and does not have mounting equipment. For example, these systems may include materials that replace traditional roofing, shingle, or siding materials, awnings, canopies, skylights, or windows. This use includes parking lot solar canopies.

Article 4, Chapter 1, Definitions

Solar, Participating Parcels: A parcel of land that participates by ownership, lease or easement agreement or by contractual agreement, with a person or entity conducting a Solar Energy System project.

Solar, Principal Energy Production Facility: An area of land or other area used for a solar collection system mainly used to capture solar energy and convert it to electrical energy. These production facilities primarily produce electricity to be used off-site. Principal solar energy production facilities consist of one or more roof mounted, ground/pole mounted, and/or building mounted/other structure mounted/integrated solar collector devices, solar related equipment, and other accessory structures and buildings including light reflectors, concentrators, and heat exchangers, substations, electrical infrastructure, transmission lines and other appurtenant structures and facilities. Examples include “Small Solar Facility” and “Community Solar Facility” as defined by statute or herein.

Solar, Roof Mounted Energy Systems: means a solar energy system that is mounted to a structure or building’s roof on racks.

Article 3, Chapter 1, Sec. 3.102 Accessory Uses, Buildings & Structure Standards

3.102.12 Micro-Wind Energy Conservation System (WECS) Turbine: A micro-~~WECS~~ wind turbine is permitted as an accessory use structure in accordance with the following requirements:

- (A) Micro-~~WECS~~-wind turbine that are attached to a roof or structure are permitted provided that the measurement from the average grade to the tip of the blade of the system does not exceed the maximum height of buildings permitted in the applicable zoning district.
- (B) No more than two (2) wind turbines shall be permitted per lot
- (C) The height and location of a micro-~~WECS~~ wind turbine shall be such that, if the system were to collapse, it would fall within the boundaries of the subject lot.

Article 3, Chapter 2, Use Specific Standards and Requirements

SEC. 3.209

OTHER SPECIAL USES, STANDARDS, AND REQUIREMENTS: Permitted uses within this sub-section shall comply with the performance standards of this code.

3.209.7

Wind Energy Conversion Systems: Small wind energy conversion systems are wind turbines that are designed to generate less than five (5) megawatts. They are permitted as an accessory use pursuant to the standards of this Section. WECS-Large-Wind Farms are wind energy conversion systems that are designed to generate five (5) megawatts or greater.

(A)

Small Wind Energy Conversion Systems: Small wind energy conversion systems shall conform to the following standards:

- (1) **Maximum Height:** One hundred twenty (120) feet to the top of the rotor blade at its highest point.
- (2) **Minimum Height of Exposed Rotors:** Thirty (30) feet.
- (3) **Minimum Setbacks:** Equal to the height of the top of the rotor blade measured from all:
 - (a) Property lines; and
 - (b) Overhead utility lines (except those connecting to the principal building).

Article 1, Chapter 3, Sec. 1.304.3 Zoning Amendments, Public Notification

Except for text and map amendments, effecting more than ten (10) parcels, the following notifications shall be required:

- (A) The Zoning Inspector shall post a sign advertising the public hearing and where to get additional information, on the subject property ~~of the application, stating the public process, the public hearing time, location, and date.~~ The sign shall be posted at least 10 calendar days prior to the public hearing.
- (B) Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the public hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the public hearing, to the addresses of the owners appearing on the County Auditor's current tax list. The failure of delivery of the written notice SHALL NOT delay or postpone any such public hearing and shall not invalidate any action taken at such public hearing.
- (C) The Commission shall advertise the public notice in a newspaper of general circulation, at least 10 calendar days prior to the public hearing.

Article 1, Chapter 3, Sec. 1.305.5 PUD, Public Notification

(A) Public Notification PUD Stage 1:

- (1) The Zoning Inspector shall post a sign ~~stating the~~ advertising the public process hearing and where to get additional information. , on the subject property. The sign shall be posted at least 10 calendar days prior to the public hearing.
- (2) Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the public hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the public hearing, to the addresses of the owners appearing on the County Auditor's current tax list. The failure of delivery of the written notice SHALL NOT delay or postpone any such public hearing and shall not invalidate any action taken at such public hearing.
- (3) The Commission shall advertise the public notice in a newspaper of general circulation, at least 10 calendar days prior to the public hearing.

Article 1, Chapter 3, Sec. 1.305.5 PUD, Public Notification

(B) Public Notification PUD Stage 2:

- (1) The Zoning Inspector shall post a sign advertising the administrative hearing and where to get additional information, on the subject property. The sign shall be posted at least 10 calendar days prior to the administrative hearing.
- (2) Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the administrative hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is the subject of the administrative hearing, to the addresses of the owners appearing on the County Auditor's current tax list. The failure of delivery of the written notice SHALL NOT delay or postpone any such public hearing and shall not invalidate any action taken at such administrative hearing.
- (3) The Commission shall advertise the public notice in a newspaper of general circulation, at least 10 calendar days prior to the public hearing.

Article 1, Chapter 3, Sec. 1.305.8 Modification to an Approved PUD, Public Notification

A modification of an approved PUD Stage 3 plan which does not deviate by more than ten percent (10%) from approved building setback requirements may be approved by the Zoning Inspector. A modification which exceeds this standard but otherwise substantially conforms to the approved PUD plan may be approved by the Zoning Inspector, subject to notice and the procedures of this Section. A proposed modification of the approved PUD Stage 3 Plan that is determined minor by the Zoning Inspector, per Section 1.305.8(D), is permissible for Zoning Inspector approval after completing the following procedures:

- 1) Notice of intent to permit such modification is provided to the Township Trustees and applicable review agencies.
- 2) Publication of notice in a newspaper of general circulation available to the affected community. ~~and a sign posted on site.~~
- 3) A sign posted on the subject property for at least 10 calendar days.
- 4) After public notice, no written disagreement specifically related to the requested modification has been received by the zoning inspector within two weeks (14 days) after the publication. Additional time may be required for comments from the applicable review agencies.
- 5) If written disagreement is expressed, the modification requires BOCC approval processed as a PUD Stage 2 amendment.

Article 1, Chapter 3, Sec. 1.306.6 Conditional Use, Public Notification

The Zoning Inspector shall post a sign ~~stating the public process~~ advertising the administrative hearing and where to get additional information, on the subject property. The sign shall be posted at least 10 calendar days prior to the administrative hearing.

Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is subject of the hearing, to the addresses of the owners appearing on the County Auditor's current tax list. The failure of delivery of the written notice SHALL NOT delay or postpone any such hearing and shall not invalidate any action taken at such hearing.

Article 1, Chapter 3, Sec. 1.307.7 Variance, Public Notification

The Zoning Inspector shall post a sign ~~stating the public process~~ advertising the administrative hearing and where to get additional information-, on the subject property. The sign shall be posted at least 10 calendar days prior to the administrative hearing.

Written notice of the hearing shall be mailed by the Approving Authority, by first class mail, at least ten days before the date of the hearing to all owners of property within five hundred (500) feet from the parcel lines of each property that is subject of the hearing, to the addresses of the owners appearing on the County Auditor's current tax list. The failure of delivery of the written notice SHALL NOT delay or postpone any such hearing and shall not invalidate any action taken at such hearing.

DEFINITIONS

Article 4, Chapter 1, Definitions

Lot Depth: ~~The average distance between the street right-of-way line and the rear lot line or point, measured perpendicular or radial to the street right-of-way line. In the case of panhandle lots such distance shall be measured from the front property line.~~ The mean horizontal distance between the front and rear lot lines measured in the mean direction of the side lot lines.

Lot Width: The distance between the side lot lines, that is a function of the lots Maximum Lot Depth to Width Ratio. ~~measured at the minimum front building setback line.~~

Maximum Lot Depth to Width Ratio: The length of a lot that does not exceed the lot width as established within a defined ratio.

Minimum Lot Size: The smallest allowable portion of a parcel determined to be usable for the proposed construction of facilities, according to applicable development standards. The size of the lot shall be computed exclusive of any portion of the right-of-way of any public or private street or easement of access; approved stormwater drainage retention or detention ponds; and utility easements beyond the public utility easement.

Minimum Lot Width: The distance between the side lot lines, measured at the minimum front building setback line.

Proclamation

*From the Office of the Board of County Commissioners
Warren County, Ohio*

**HONOR DAVID MCKAIN
FOR HIS MANY CONTRIBUTIONS TO EDUCATION
AND RECOGNIZE HIM AS THE RECIPIENT OF
THE AREA PROGRESS COUNCIL OF WARREN COUNTY
“2024 WE SALUTE YOU AWARD”**

WHEREAS, David McKain is an outstanding educator, always going above and beyond for his students and colleagues; and

WHEREAS, Mr. McKain earned a degree in Computer Science from Asbury College and began his career as a Software Engineer; and

WHEREAS, David and his wife spent three years volunteering for a non-profit organization in Cameroon, Central Africa; and

WHEREAS, after returning from Cameroon, Mr. McKain went on to complete his master's degree in teaching at Miami University in computer science and math; and

WHEREAS, he spent the next 30 years teaching AP Computer Science and Cybersecurity at Lakota East High School where he then moved on to Sinclair Community College and has been for the past 3 years; and

NOW THEREFORE BE IT RESOLVED, by this Board of Warren County Commissioners, to honor David McKain and recognize him on this memorable occasion as the recipient of

**THE AREA PROGRESS COUNCIL OF WARREN COUNTY
“2024 WE SALUTE YOU AWARD”**

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of Warren County to be affixed at Lebanon this 8th day of October in the year of our Lord, Two Thousand Twenty-Four.

WARREN COUNTY BOARD OF COMMISSIONERS

David G. Young, President

Tom Grossmann

Shannon Jones

Proclamation

From the Office of the Board of County Commissioners

Warren County, Ohio

HONOR JESSICA DAMERON

**FOR HER MANY CONTRIBUTIONS TO EDUCATION
AND RECOGNIZE HER AS THE RECIPIENT OF
THE AREA PROGRESS COUNCIL OF WARREN COUNTY
“2024 WE SALUTE YOU AWARD”**

WHEREAS, Jessica Dameron is an outstanding educator, always going above and beyond for her students and colleagues; and

WHEREAS, Ms. Dameron graduated from Franklin High School in 2024 and attended Creative Images Institute of Cosmetology to obtain her cosmetology license after her daughter's second birthday; and

WHEREAS, Jessica has always had a passion for pursuing her career in cosmetology; and

WHEREAS, Jessica began her career as a stylist at Options Hair Studio and continued at Masters Touch Salon for five years; and

WHEREAS, Jessica was a suite owner at The Salons in Miamisburg, Ohio for 11 years, allowing her to create a more flexible schedule for her and her daughter; and

WHEREAS, for two years Ms. Dameron has continued her cosmetology career as an educator at the Warren County Career Center, where she is currently the Cosmetology Program Coordinator; and

NOW THEREFORE BE IT RESOLVED, by this Board of Warren County Commissioners, to honor Jessica Dameron and recognize her on this memorable occasion as the recipient of

**THE AREA PROGRESS COUNCIL OF WARREN COUNTY
“2024 WE SALUTE YOU AWARD”**

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of Warren County to be affixed at Lebanon this 8th day of October in the year of our Lord, Two Thousand Twenty-Four.

WARREN COUNTY BOARD OF COMMISSIONERS

David G. Young, President

Tom Grossmann

Shannon Jones



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

*NAME OF ATTENDEE: Candace Miller DEPARTMENT: Economic Development

*POSITION: Deputy Director DATE: 10/2/2024

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:

CCAO Annual Winter Conference

LOCATION:

Columbus, OH

DATE(S): December 4-6, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: Hilton Columbus, \$142/night

ESTIMATED COST OF TRIP: \$900

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] 10-3-24
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

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*NAME OF ATTENDEE: Steve Scott DEPARTMENT: Building/Zoning

*POSITION: Master Plans Examiner DATE: 09/11/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:
2024 Ohio Building Officials Association Conference

LOCATION:
Embassy Suites by Hilton Columbus Dublin
5100 Upper Metro Place, Dublin, OH 43017

DATE(S): November 3 - 5, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: \$415.00 (conference) + \$278.00 (hotel) + \$20.00 (Sunday dinner)

ESTIMATED COST OF TRIP: \$713.00

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] 9/23/24
Signature/Title Date

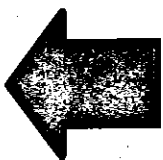
BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:





**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

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*NAME OF ATTENDEE: MICHAEL GLADWELL DEPARTMENT: BUILDING DEPARTMENT

*POSITION: BUILDING/ELE INSPECTOR DATE: 09/25/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:
2024 OHIO BUILDING OFFICIAL ASSOCIATION/MIAMI VALLEY BUILDING OFFICIAL CONFERENCE JOINT CONFERENCE

LOCATION:
EMBASSY SUITES BY HILTON COLUMBUS DUBLIN
5100 UPPER METRO PLACE, DUBLIN, OH 43017

DATE(S): NOVEMBER 3-5, 2024

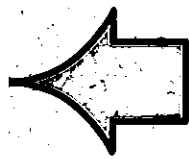
TYPE OF TRAVEL: (Check one)
AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: 8 ROOMS - \$2,613.20

ESTIMATED COST OF TRIP: CLASSES \$2,425.00. TOTAL \$5,038.20

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:
 9/25/24
Signature/Title Date



BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:
ALDEN PAYZANT, STEVE SCOTT, ALAN HIGGINS, DUSTY JOHNSON, TYLER JOHNSON, AUSTIN POWELL, NATHAN SARACINO



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

*NAME OF ATTENDEE: RAY DRATT DEPARTMENT: BUILDING/ZONING

*POSITION: ZONING OFFICIAL DATE: 10/01/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:
OCTOBER 2024 - ZONING INSPECTORS MEETING

LOCATION:
OHIO TOWNSHIP ASSOCIATION
6500 TAYLOR ROAD, SUITE A, BLACKCLICK, OH 43004


DATE(S):

TYPE OF TRAVEL: (Check one)
AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: N/A

ESTIMATED COST OF TRIP: \$70.00

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:
 10/1/24
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:
BROOKE HILL



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

*NAME OF ATTENDEE: Rebecca Ehling DEPARTMENT: BCW/Workforce (WIB)

*POSITION: Executive Director DATE: September 12, 2024

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:

Training for the State of Ohio CFIS system

LOCATION:

Nationwide Conference Center Lewis Center Ohio

DATE(S): October 7, 2024 - October 8, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: Nationwide Conference Center Lewis Center Ohio

ESTIMATED COST OF TRIP: \$900.00

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Rebecca Ehling 9/12/24
Signature/Title Date
Exec Dir

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Brittney Stephens - Operations Assistant

RECEIVED
OCT - 1 AM 8:47