

Resolution

Number 23-0202

Adopted Date February 21, 2023

HIRE SAMANTHA PASTRANA AS ADOPTION CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Samantha Pastrana, Adoption Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #16, \$21.74 per hour, under the Warren County Job and Family Services compensation plan, effective March 6, 2023, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
S. Pastrana Personnel file
OMB – Sue Spencer

Resolution

Number 23-0203

Adopted Date February 21, 2023

APPROVE LATERAL TRANSFER OF LEIGH ANNE GEBELE FROM THE POSITION OF INVESTIGATIVE CASEWORKER II TO SCREENER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, after interviews with internal candidates the Director of Children Services has requested the lateral transfer of Ms. Gebele to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Leigh Anne Gebele from the position of Investigative Caseworker II to Screener II, within the Warren County Department of Job and Family Services, Children Services Division effective pay period beginning February 25, 2023.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0204

Adopted Date February 21, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR AMANDA KNEECE WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Amanda Kneece, Alternative Response Caseworker II within the Warren County Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Amanda Kneece's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$22.39 per hour effective pay period beginning February 25, 2023.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0205

Adopted Date February 21, 2023

RESCIND RESOLUTION #23-0119 WHICH AUTHORIZED THE HIRING OF JESSICA BUSSELL, ONGOING CASEWORKER I, WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to rescind Resolution #23-0119, adopted January 31, 2023, which authorized the hiring of Jessica Bussell as Ongoing Caseworker I within Warren County Job and Family Services, Children Services Division.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Jessica Bussell's Personnel file
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0206

Adopted Date February 21, 2023

APPROVE REAPPOINTMENTS TO THE WARREN COUNTY PORT AUTHORITY

WHEREAS, Scott Wolfe's and Tiffany Zindel's terms on the Warren County Port Authority expire on March 6, 2023; and

NOW THEREFORE BE IT RESOLVED, to approve the following reappointments to the Warren County Port Authority:

Scott Wolfe

VP of Planning, Human Resources &
General Administration
ADVICS North America

term to expire on March 6, 2027

Tiffany Zindel

County Administrator
Warren County, Ohio

term to expire on March 6, 2027

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

RB/

cc: Appointment file
Warren County Port Authority (file)
Economic Development (file)
Appointees
Laura Lander

Resolution

Number 23-0207

Adopted Date February 21, 2023

SET PUBLIC HEARING FOR REZONING APPLICATION OF JAMES AND TERRY BANKER (CASE #2023-01, 2023-02, 2023-03), TO REZONE APPROXIMATELY 102.879 ACRES FROM "R1B" SINGLE FAMILY RESIDENTIAL (1 ACRE DENSITY) AND "B1" NEIGHBORHOOD COMMERCIAL BUSINESS TO "A1" AGRICULTURAL ZONE IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application of James and Terry Banker, owners of record (Case #2023-01, 2023-02, 2023-03), to rezone approximately 102.879 (Parcel Numbers 12-10-101-001-0, 12-10-151-002-0, 12-11-100-033-0, & 12-11-100-021-0) located at 619 McClure Road in Turtlecreek Township from "R1B" Single Family Residential (1 acre density) and "B1" Neighborhood Commercial Business Zone to "A1" Agricultural Zone; said public hearing to be held March 14, 2023, at 9:15 a.m. in the County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

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

Resolution

Number 23-0208

Adopted Date February 21, 2023

REJECT BID AND ADVERTISE FOR RE-BID FOR THE STATE ROUTE 73 AT CORWIN ROAD FORCEMAIN RELOCATION PROJECT

WHEREAS, on December 1, 2023, a bid opening was held for the State Route 73 at Corwin Road Forcemain Relocation Project for the Warren County Water and Sewer Department; and

WHEREAS, the project modified to adjust the forcemain alignment due to a change in the ODOT bridge project; and

NOW THEREFORE BE IT RESOLVED, to reject all bids received for the State Route 73 at Corwin Road Forcemain Relocation Project; and

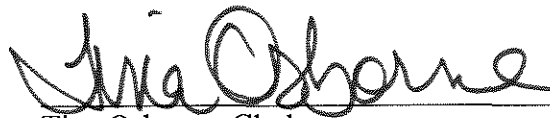
BE IT FURTHER RESOLVED, to advertise for re-bid for the State Route 73 at Corwin Road Forcemain Relocation Project, bid opening to be on April 4, 2023 at 11:00 am.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 23-0209

Adopted Date February 21, 2023

AUTHORIZE THE COUNTY ADMINISTRATOR TO APPLY, ACCEPT AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF THE BOARD OF WARREN COUNTY COMMISSIONERS FOR THE WARREN COUNTY GRANULAR ACTIVATED CARBON UPGRADES AT RICHARD A. RENNEKER WATER TREATMENT PLANT – PLANNING PHASE

WHEREAS, the State of Ohio's Water Supply Revolving Account (WSRLA) Program, an account under the Drinking Water Assistance Fund (DWAFF) offers financial assistance to public water systems for capital improvements to public infrastructure; and

WHEREAS, the Warren County Water and Sewer Department is planning to make capital improvements to the Richard A. Renneker Water Treatment Plants, specifically granular activated to address emerging contaminants including PFAS; and

WHEREAS, Warren County intends to apply for Water Supply Revolving Account (WSRLA) funding in the amount of \$16,000 for planning of said upgrades; and

WHEREAS, the Ohio Water Supply Revolving Account (WSRLA) requires the government authority to pass legislation for application of a grant and the execution of an agreement; and

NOW THEREFORE BE IT RESOLVED, by the Board of Warren County Commissioners, Ohio:

SECTION 1. That the County Administrator is hereby authorized to apply for a WSRLA grant for emerging contaminants, sign all documents for and enter into Water Supply Revolving Account (WSRLA) with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning of the Warren County Granular Activated Carbon Upgrades at Richard A, Renneker Water Treatment Plant on behalf of the Board of Warren County Commissioners of Ohio.

SECTION 2. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)



Division of Environmental & Financial Assistance (DEFA)
Office of Financial Assistance (OFA)

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: 614.644.2798

www.epa.ohio.gov/defa/ofa

This application must be completed in its entirety. Incomplete forms may result in delay of loan approval.

1.0 Program Funding Selection

Please indicate what type of project funding is needed. A selection must be made for the loan application to be reviewed.

- Wastewater Water Pollution Control Loan Fund (WPCLF)
Drinking Water Water Supply Revolving Loan Account (WSRLA)

2.0 Borrower's Information

Borrower (County, City, Village, or District): Warren County Water
Borrower's Population: 220,000 County: Warren DUNS#: 83375402
Borrower's American Community Survey (ACS) Median Household Income: \$79,397 Date of Application: 1/31/23

3.0 Project Name and Description

Project Name: Granular Activated Carbon Upgrades at Richard A. Renneker WTP

In the box below, please provide a brief description of the project requesting Ohio EPA funding.

Warren County will develop improvements to treat emerging contaminants, specifically PFAS, at the Richard A. Renneker Water Treatment Plant.

** Will land and/or easement acquisitions be required for this project?

- Yes, please indicate acquisition commencement date(s).
No additional land and/or easements are needed for the project.

* Note: If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion MUST be submitted with the bid package for review.

** A Site Title Opinion Letter must be submitted and signed by the Borrower's Solicitor/Law Director, to insure legal vested interest in all real property for the project. (Example see ATTACHMENT B)

4.0 Funding Type and Proposed Loan Terms

Estimated Loan Amount: \$16,000.00 This field autofills from Tab 4
An estimated loan award date must be entered. This date should be the 1st of Month in which the loan would be awarded. This date is dependent on the type of loan that is requested, the estimated loan date will autofill on to TAB 3-Project Schedule.
Estimated Loan Award Date: 5/1/2023

Please consider my application for the following interest rate discount (construction loans only):

Wastewater Discounts:

- Facility Sludge Upgrade
Septage Facilities
Water Resource Restoration Sponsor Program (WRRSP)
Other: (Specify)

Water Discounts:

- Auxiliary Power Program Construction projects are eligible to receive 50 percent of the auxiliary power cost up to \$10,000 in principal forgiveness.
Other: (Specify)

** Please select only ONE loan type**

The Borrower's Interest rate will be determined based on the current year's Program Management Plan requirements. The first payment date must occur no later than 12 months after the project completion date. If you would like the repayment to begin earlier, please indicate a date. Payments are due semiannually: January 1 and July 1.

- Planning Loan Planning loans have a maximum 5-year term. First Payment Date: 7/1/2024
Design Loan Design loans have a maximum 5-year term.

(Previous incurred project costs for Planning may be included in the design loan.) First Payment Date:

- Construction Loan Minimum 5-year term. Maximum 30-year term. Requested Term: Years
First Payment Date:

- Supplemental Loan Loan Number:

** Please complete the appropriate schedule on Tab 3 "Project Schedule" that correlates with the selected loan type.

5.0 Contact Information

Authorized Representative to Execute Contracts

Name Tiffany Zindel Title County Administrator
Address 406 Justice Drive
City Lebanon, Ohio Zip 45036
Telephone 513-695-1241 Cell _____
Email tiffany.zindel@co.warren.oh.us

Address to Mail Loan Agreement (if different than Authorized Representative)

Name Chris Wojnicz Title Deputy Director
Address 406 Justice Dr., PO Box 530
City Lebanon, Ohio Zip 45036
Telephone 513-695-1646 Cell _____
Email christopher.wojnicz@co.warren.oh.us

Billing Notices

Name Michael Zeiher Title Business Manager
Address 406 Justice Dr., PO Box 530
City Lebanon, Ohio Zip 45036
Telephone 513-695-1642 Cell _____
Email michael.zeiher@co.warren.oh.us

Disbursements - Borrower's representative to contact regarding disbursement

Name Chris Wojnicz Title Deputy Director
Address 406 Justice Dr. PO Box 530
City Lebanon, Ohio Zip 45036
Telephone 513-695-1646 Cell _____
Email christopher.wojnicz@co.warren.oh.us

Borrower's Wiring Information - Wires to the borrower should be sent to:

| | <u>BANK WIRING</u> | <u>CHECK MAILING</u> |
|------------------|---------------------------|-----------------------------|
| Bank Name | _____ | Address _____ |
| Address | _____ | _____ |
| City, State, Zip | _____ | City, State, Zip _____ |
| Federal Wire ABA | _____ | _____ |
| Account # | _____ | _____ |

Consulting Engineer

Name John Krinks Title Technical Leader - Water
Firm AECOM
Address 277 W. Nationwide Blvd
City Columbus State, Zip OH, 45039
Telephone 614-493-3359 Cell _____
Email john.krinks@aecom.com

6.0 Project Schedules for Planning, Design & Construction

PLANNING SCHEDULE

- | | |
|---|----------|
| 1. Submit complete Loan Application with dedicated source of repayment and draft engineering agreement with scope of planning activities to be funded through this loan (no later than 60 days prior to task 3) | 3/1/2023 |
| 2. Sign loan documents and return to DEFA (no later than 15 days prior to task 3) | 4/1/2023 |
| 3. We request a Planning Loan by (indicate the 1st of the Month in which Loan is requested) (Loan awards can be scheduled for January through October and December – no November scheduled awards) | 5/1/2023 |
| 4. Project Completion Date (The date funded planning activities will be completed and submitted to Ohio EPA) | 1/1/2024 |
| 5. Initial Payment due to Ohio EPA program (January 1 or July 1 - within one year after the Project Completion) | 7/1/2024 |

DESIGN SCHEDULE

- | | |
|---|--|
| 1. Submit approvable Facilities Planning information, including complete I/I Analysis (generally 120 days prior to task 4) | |
| 2. Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA (Example: see ATTACHMENT A) , a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (90 days prior to task 4) | |
| 3. Sign loan documents and return to DEFA (no later than 15 days prior to task 4) | |
| 4. We request a Design Loan by (1st of Month in which Loan is Awarded) | |
| 5. Project Completion Date (The date funded design will be completed and submitted to Ohio EPA) | |
| 6. Initial Payment due to Ohio EPA program (January 1 or July 1 - within one year after Project Completion) | |

CONSTRUCTION SCHEDULE

- | | |
|--|--|
| 1. Submit approvable Facilities Planning information, including complete I/I Analysis (generally 200 days prior to task 9) | |
| 2. Submit complete Permit-to-Install application (if applicable) , including application, review fee, detail plans, contract documents, and specifications (170 days prior to task 9) | |
| 3. Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the Borrower to enter into a Loan Agreement with Ohio EPA and OWDA (Example: see ATTACHMENT A) , a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (150 days prior to task 9) | |
| 4. Submit Site Title Opinion Letter signed by Solicitor/Law Director (no later than 60 days prior to task 9) (Example: see ATTACHMENT B) | |
| 5. Advertise for construction bids (no later than 60 days prior to task 9) | |
| 6. Open construction bids (no later than 30 days prior to task 9) <u>Be sure to allow for a minimum of 60 days to award contracts</u> | |
| 7. Submit bid information to DEFA (no later than 21 days prior to task 9) | |
| 8. Sign loan documents and return to DEFA (no later than 7 days prior to task 9) | |
| 9. We request a Construction Loan by (1st of Month in which Loan is Awarded) | |
| 10. Estimated Initiation of Operation date (The date funded facilities will be in full operation as planned and designed) | |
| 11. Estimated Initial payment due to the Ohio EPA loan program (January 1 or July 1 - within one year after the Initiation of Operation) | |

7.0 Estimated Cost Data

Select Funding Sources From Dropdown Box Below

| Estimated Costs | | | | OEPA/WSRLA | Total Project Cost |
|---|---|--|--|-------------|--------------------|
| Technical Services | | | | | |
| Administration | | | | | |
| Engineering Services | | | | | |
| Planning | | | | \$15,600.00 | \$15,600.00 |
| Design | | | | | |
| Force Account | | | | | |
| Planning Loan Pay-off | | | | | |
| Design Loan Pay-off | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Construction | | | | | |
| <i>(Please enter number of anticipated contractors below)</i> | | | | | |
| Contract "A" | | | | | |
| Contract "B" | | | | | |
| Contract "C" | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Equipment | | | | | |
| Other Costs | | | | | |
| Contingency | | | | | |
| | | | | | |
| Subtotal | | | | \$15,600.00 | \$15,600.00 |
| Application Fee | There is a 0.35% OWDA fee on WPLCF loans and a 1.35% fee on WSRLA loans (0.35% OWDA and 1.00% Ohio EPA/WSRLA). Fees are based on total loan amount. Both program have a minimum fee of \$400. Please see application instructions for more information. | | | \$400.00 | |
| Total Estimated Costs | | | | \$16,000.00 | \$16,000.00 |

For construction loan request, please indicate below if the project has an *Ohio EPA or **OWDA planning/design loan affiliated with the project. The planning/design loans will be closed once the construction loan is approved. If funds have been disbursed from the planning/design loans, the payoff balance will be rolled into the construction loan. If no funds have been disbursed and planning funds are needed, please include a line item for planning and/or design in the construction loan.

| | |
|---------------------------------|-----------------------------------|
| *Ohio EPA Planning Loan # _____ | Planning Loan Payoff Amount _____ |
| *Ohio EPA Design Loan # _____ | Design Loan Payoff Amount _____ |
| **OWDA Planning Loan # _____ | Planning Loan Payoff Amount _____ |

8.0 Contractor Payment

Please indicate below if the Borrower would like the contractors paid directly. Reimbursement requests for Technical Services line items will be made directly to the Borrower. Pay contractors directly

9.0 Source of Pledged Revenues

To obtain a loan from Ohio EPA, the Borrower is required to pledge the user revenues derived from the ownership and operation of their system as a security instrument (i.e. collateral) for the repayment of the loan. It can also be used as the dedicated source of repayment. The user revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan. However, unless prohibited by law, the Borrower can also choose any of the following as a dedicated source of loan repayment, with the user rates remaining the collateral. (Reference Article IV in the WPCLF and the WSRLA Standard Loan Agreement).

Please indicate the intended source of loan repayment below. More than one source can be used.

Revenue from:

- User Charges
- Assessments - Provide authorizing legislation
- General Taxes
- Other: Indicate source _____
- Other: Indicate source _____

10.0 Revenue Analysis

Current Revenues (Last Audit Year):

YEAR: 2021

| User Classes | Total Revenue | Total Number of Users | Annual Revenue Per User |
|-----------------|------------------------|-----------------------|-------------------------|
| Residential | \$13,767,606.42 | 33,182 | \$414.91 |
| Commercial | | | |
| Industry / Gov. | | | |
| Other | | | |
| TOTAL | \$13,767,606.42 | 33,182 | |

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Current Average Monthly Residential User Rate \$34.58

Projected Revenues for first year following project completion

YEAR: 2024

| User Classes | Projected Total Revenue | Projected Total Number of Users | Projected Annual Revenue Per User |
|-----------------|-------------------------|---------------------------------|-----------------------------------|
| Residential | \$15,278,920.65 | 33,600 | \$454.73 |
| Commercial | | | |
| Industry / Gov. | | | |
| Other | | | |
| TOTAL | \$15,278,920.65 | 33,600 | |

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Projected Average Monthly Residential User Rate \$37.89

Ten Largest Users

| Customer | % of Revenue |
|----------------------|--------------|
| Procter & Gamble | 2.55% |
| Great Wolf Holdings | 1.17% |
| Atrium Medical | 0.95% |
| Island Club | 0.08% |
| Sir Mallard Crossing | 0.62% |
| Shadow Lake | 0.39% |
| Arbors of Montgomery | 0.34% |
| Kings Island Park | 0.31% |
| Fath Properties | 0.31% |
| Steeplechase Apts. | 0.27% |

11.0 Revenue Analysis Continued

3-Year Revenue Allocation

Please provide the revenue allocation for 3 years ending with most recent audit.

| Year autofills from TAB 5 | 2019 | 2020 | 2021 |
|---------------------------|-----------------|-----------------|-----------------|
| Revenue | \$14,028,867.85 | \$14,929,562.89 | \$13,767,606.42 |
| Expenditures | | | |
| Operating Expenses | \$9,865,226.41 | \$10,573,686.39 | \$10,494,585.12 |
| Debt Service Payments | \$304,564.40 | \$304,564.40 | \$304,564.50 |
| Other: | | | |
| Total Expenditures | \$10,169,790.81 | \$10,878,250.79 | \$10,799,149.62 |
| Surplus or Loss | \$3,859,077.04 | \$4,051,312.10 | \$2,968,456.80 |

Outstanding System Debt (do not include loan being applied for):

| Debt Type | Debt Balance | Annual Payment | Final Payment Date |
|----------------|----------------|----------------|--------------------|
| Ohio EPA Loans | | | |
| OWDA | \$1,980,232.51 | \$304,564.40 | 1/1/2030 |
| OPWC | | | |
| GO bonds | | | |
| Revenue Bonds | | | |
| USDA-RD Loans | | | |
| Other | | | |
| TOTAL | \$1,980,232.51 | \$304,564.40 | |

The annual payment total will autofill in the current year debt service column on TAB 7 "Projection of Revenues" sheet.

12.0 Borrowers Credit Rating (If applicable)

| | Moody's | S&P |
|--------------------------|---------|-----|
| General Obligation | AAA | N/A |
| Water and Sewer Revenues | N/A | N/A |

13.0 Rate Schedule

Indicate the year of the last rate increase: 2022
 What was the % of the last rate increase? 3.00%

Please describe the planned rate increases for the next 2 years:

A planned 3% increase will occur in 1st quarter of 2023. We will meet with the Board of Commissioners to discuss future rate increases this year.

14.0 Capital Improvement Plan

Brief Description of Major Projects:

Major Projects include Well Rehabilitation, Rennker to Socialville Transmission Main, Tank Paintings, SR 22/3 Water Main Replacement, PFAS Treatment Upgrades, Water Distribution Maintenance Facility, Hopkinsville Water Main Replacement, Franklin Area Transmission Main Improvements

Ten Year Capital Improvement Plan:

| Years | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 |
|-------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| \$ in 000's | 7,000 | 7,000 | 6,000 | 6,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 |

15.0 Projection of Revenues and Expenses of the System

Borrower: Warren County Water

Project Name: Granular Activated Carbon Upgrades at Richard A. Renneker WTP

| Year | Revenues to System Only | Operations, Maintenance & Replacement (O, M & R) Expenses | DEBT SERVICE paid from Revenue to the System (i.e. OPWC, USDA, etc.) | NEW Ohio EPA Loan Repayment | Total Expense to the System | Annual Surplus | Cumulative Surplus |
|--|-------------------------|---|--|---|-----------------------------|-----------------|--------------------|
| The first Year and Current User Revenues autofills from Section 10.0 on Tab 5. The first year of O, M & R and debt service will autofill from Section 11.0 on Tab 6. | | | | ***Indicate previous year carryover surplus in the yellow Cumulative Surplus box*** | | | \$7,508,121.78 |
| 2021 | \$13,767,606.42 | \$10,494,585.12 | \$304,564.40 | | \$10,799,149.52 | \$2,968,456.90 | \$10,476,578.68 |
| 2022 | \$14,250,000.00 | \$10,704,476.82 | \$304,564.40 | | \$11,009,041.22 | \$3,240,958.78 | \$13,717,537.46 |
| 2023 | \$15,278,920.65 | \$17,000,000.00 | \$304,564.40 | | \$17,304,564.40 | -\$2,025,643.75 | \$11,691,893.71 |
| 2024 | \$15,431,709.86 | \$12,000,000.00 | \$1,104,564.40 | | \$13,104,564.40 | \$2,327,145.46 | \$14,019,039.16 |
| 2025 | \$15,740,344.05 | \$20,000,000.00 | \$1,104,564.40 | | \$21,104,564.40 | -\$5,364,220.35 | \$8,654,818.82 |
| 2026 | \$16,055,150.93 | \$15,000,000.00 | \$1,104,564.40 | | \$16,104,564.40 | -\$49,413.47 | \$8,605,405.35 |
| 2027 | \$16,376,253.95 | \$15,300,000.00 | \$1,104,564.40 | | \$16,404,564.40 | -\$28,310.45 | \$8,577,094.91 |
| 2028 | \$16,703,779.03 | \$15,606,000.00 | \$1,104,564.40 | | \$16,710,564.40 | -\$6,785.37 | \$8,570,309.54 |
| 2029 | \$17,037,854.61 | \$15,918,120.00 | \$1,104,564.40 | | \$17,022,684.40 | \$15,170.21 | \$8,585,479.75 |
| 2030 | \$17,378,611.71 | \$16,236,482.40 | \$1,104,564.40 | | \$17,341,046.80 | \$37,564.91 | \$8,623,044.66 |
| 2031 | \$17,726,183.94 | \$16,561,212.05 | \$800,000.00 | | \$17,361,212.05 | \$364,971.89 | \$8,988,016.55 |
| 2032 | \$18,080,707.62 | \$16,892,436.29 | \$800,000.00 | | \$17,692,436.29 | \$388,271.33 | \$9,376,287.88 |
| 2033 | \$18,442,321.77 | \$17,230,285.01 | \$800,000.00 | | \$18,030,285.01 | \$412,036.76 | \$9,788,324.63 |
| 2034 | \$18,811,168.21 | \$17,574,890.72 | \$800,000.00 | | \$18,374,890.72 | \$436,277.49 | \$10,224,602.12 |
| 2035 | \$19,187,391.57 | \$17,926,388.53 | \$800,000.00 | | \$18,726,388.53 | \$461,003.04 | \$10,685,605.17 |
| 2036 | \$19,571,139.40 | \$18,284,916.30 | \$800,000.00 | | \$19,084,916.30 | \$486,223.10 | \$11,171,828.27 |
| 2037 | \$19,962,562.19 | \$18,650,614.63 | \$800,000.00 | | \$19,450,614.63 | \$511,947.56 | \$11,683,775.83 |
| 2038 | \$20,361,813.43 | \$19,023,626.92 | \$800,000.00 | | \$19,823,626.92 | \$538,186.51 | \$12,221,962.35 |
| 2039 | \$20,769,049.70 | \$19,404,099.46 | \$800,000.00 | | \$20,204,099.46 | \$564,950.25 | \$12,786,912.59 |
| 2040 | \$21,184,430.70 | \$19,792,181.45 | \$800,000.00 | | \$20,592,181.45 | \$592,249.25 | \$13,379,161.84 |
| 2041 | \$21,608,119.31 | \$20,188,025.07 | \$800,000.00 | | \$20,988,025.07 | \$620,094.24 | \$13,999,256.08 |
| 2042 | \$22,040,281.70 | \$20,591,785.58 | \$800,000.00 | | \$21,391,785.58 | \$648,496.12 | \$14,647,752.20 |
| 2043 | \$22,481,087.33 | \$21,003,621.29 | \$800,000.00 | | \$21,803,621.29 | \$677,466.04 | \$15,325,218.24 |
| 2044 | \$22,930,709.08 | \$21,423,693.71 | \$800,000.00 | | \$22,223,693.71 | \$707,015.36 | \$16,032,233.60 |
| 2045 | \$23,389,323.26 | \$21,852,167.59 | | | \$21,852,167.59 | \$1,537,155.67 | \$17,569,389.27 |
| 2046 | \$23,857,109.72 | \$22,289,210.94 | | | \$22,289,210.94 | \$1,567,898.78 | \$19,137,288.06 |
| 2047 | \$24,334,251.92 | \$22,734,995.16 | | | \$22,734,995.16 | \$1,599,256.76 | \$20,736,544.82 |
| 2048 | \$24,820,936.96 | \$23,189,695.06 | | | \$23,189,695.06 | \$1,631,241.89 | \$22,367,786.71 |
| 2049 | \$25,317,355.70 | \$23,653,488.96 | | | \$23,653,488.96 | \$1,663,866.73 | \$24,031,653.44 |
| 2050 | \$25,823,702.81 | \$24,126,558.74 | | | \$24,126,558.74 | \$1,697,144.07 | \$25,728,797.51 |
| 2051 | \$26,340,176.87 | \$24,609,089.92 | | | \$24,609,089.92 | \$1,731,086.95 | \$27,459,884.46 |
| 2052 | \$26,866,980.40 | \$25,101,271.72 | | | \$25,101,271.72 | \$1,765,708.69 | \$29,225,593.15 |
| 2053 | \$27,404,320.01 | \$25,603,297.15 | | | \$25,603,297.15 | \$1,801,022.86 | \$31,026,616.01 |
| 2054 | \$27,952,406.41 | \$26,115,363.09 | | | \$26,115,363.09 | \$1,837,043.32 | \$32,863,659.33 |
| 2055 | \$28,511,454.54 | \$26,637,670.35 | | | \$26,637,670.35 | \$1,873,784.18 | \$34,737,443.51 |
| 2056 | \$29,081,683.63 | \$27,170,423.76 | | | \$27,170,423.76 | \$1,911,259.87 | \$36,648,703.38 |
| 2057 | \$29,663,317.30 | \$27,713,832.24 | | | \$27,713,832.24 | \$1,949,485.07 | \$38,598,188.44 |
| 2058 | \$30,256,583.65 | \$28,268,108.88 | | | \$28,268,108.88 | \$1,988,474.77 | \$40,586,663.21 |
| 2059 | \$30,861,715.32 | \$28,833,471.06 | | | \$28,833,471.06 | \$2,028,244.26 | \$42,614,907.47 |
| 2060 | \$31,478,949.63 | \$29,410,140.48 | | | \$29,410,140.48 | \$2,068,809.15 | \$44,683,716.62 |
| 2061 | \$32,108,528.62 | \$29,998,343.29 | | | \$29,998,343.29 | \$2,110,185.33 | \$46,793,901.95 |

Preparer Signature: _____

Date: 2/17/23

Authorized Representative Signature: _____

Date: 2-21-23

NOTES:

16.0 Equipment & Replacement Schedule

The Equipment & Replacement Schedule should include equipment necessary to maintain the capacity and performance of the treatment plant(s) during its useful life. The schedule should include those components intended to maintain the current and future capacity and performance of facilities.

** An example of an Equipment & Material Replacement would be:

| Equipment / Parts | Funding Accts | | # of Items | Date Purchased | Useful Life | Original Cost | Est. Repl. Cost | Est. Repl. Yr. |
|-------------------|-----------------|------------|------------|----------------|-------------|---------------|-----------------|----------------|
| | Capital Improve | O. M. & R. | | | | | | |
| Clarifier | | X | 2 | 2008 | 15 | \$80,000.00 | \$85,000.00 | 2023 |
| Pumps | | X | 10 | 2007 | 10 | \$30,000.00 | \$33,000.00 | 2017 |
| Replacement Pipe | X | | 200 | 1999 | 30+ | \$100,000.00 | \$110,000.00 | 2019 |

| Equipment / Parts | Funding Accts | | # of Items | Date Purchased | Useful Life | Original Cost | Est. Repl. Cost | Est. Repl. Yr. |
|-----------------------------|-----------------|------------|------------|----------------|-------------|-----------------|-----------------|----------------|
| | Capital Improve | O. M. & R. | | | | | | |
| RAR Clearwells | X | | 2 | 1995 | 50+ | \$2,000,000.00 | \$3,000,000.00 | 2050 |
| RAR High Service Pumps | | X | 5 | 2020 | 15 | \$1,000,000.00 | \$2,000,000.00 | 2035 |
| RAR Gravity Filters | X | | 7 | 2010 | 20+ | \$4,000,000.00 | \$5,000,000.00 | 2030 |
| RAR Aeration/Detention | X | | 2 | 2006 | 20+ | \$290,000.00 | \$300,000.00 | 2026 |
| RAR Chemical Feed System | X | X | 1 | 2006 | 20+ | \$2,000,000.00 | \$2,500,000.00 | 2030 |
| Shelly Booster Pump Station | X | | 1 | 2016 | 30 | \$6,300,000.00 | \$6,500,000.00 | 2046 |
| RAR NF Facility | X | | 1 | 2023 | 30 | \$23,000,000.00 | \$23,000,000.00 | 2063 |
| Franklin Area NF Facility | X | | 1 | 2022 | 30 | \$15,000,000.00 | \$15,000,000.00 | 2062 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |



EPA Project Control Number _____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Kyran Zindel

Signature of Authorized Representative

2-21-23

Date

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)



Division of Environmental & Financial Assistance

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: (614) 644-2798 Fx: (614) 644-3687

www.epa.ohio.gov/defa

**OHIO WATER SUPPLY REVOLVING LOAN ACCOUNT
COMPLIANCE CERTIFICATION**

BORROWER Warren County Water

PROJECT NAME Granular Activated Carbon Upgrades at Richard A. Renneker WTP

I certify that I am the duly authorized representative of the above-named legal entity (Borrower) and that the Borrower agrees to comply with all Federal and State laws, executive orders, regulations, policies and conditions relating to WSRLA assistance. I also certify that the Borrower:

- 1 Has the legal, institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the project facilities.
- 2 Will, if the project includes a new wastewater collection system, require all planned users to connect to the said system no later than one-year after the initiation of operation of the project facilities.
- 3 Does assure that the mitigative measures stated in the environmental assessment and detailed plans and specifications will be implemented in the construction of the project facilities.
- 4 Has not and will not violate any Federal, State or local law pertaining to fraud, bribery, graft, collusion or other unlawful or corrupt practices.
- 5 Will, during the construction of the project facilities, comply with the provisions of:
 - A. Federal Executive Order 11246 relating to Equal Employment Opportunity.
 - B. Federal Executive Orders 12432 relating to the use of Women's and Minority Business Enterprises.
 - C. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970 (P.L. 91-646).
 - D. Federal Executive Order 11988 relating to evaluation of potential effects of any actions in a floodplain and Federal Executive Order 11990 relating to minimizing harm to wetlands.
 - E. The National Historic Preservation Act of 1966 (P.L. 89-665 as amended.)
 - F. State Executive Order 90-68 relating to construction impacts on wetland areas.
 - G. The Federal Davis-Bacon Act as codified at 40 U.S.C. 276a-276a-5 unless waived in writing by the State.
- 6 Will, when disbursements exceed \$750,000 in any year under this agreement, comply with:
The Single Audit Act of 1984, (SAA), as amended by the Single Audit Act of 1996. The Borrower will also have an audit of its use of Federal Financial Assistance, keep a copy of the SAA for review for the life of the loan.

I certify that I have read and understand these requirements and agree that WSRLA assistance is conditional upon the above-named Borrower maintaining compliance with these requirements.

Signature of Authorized Official

2-21-23

Date

17.0 Application Check List

- Facilities Plan
- A copy of Legislation authorizing current rates/tap in fees
- A copy of Legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA & OWDA (Example: see ATTACHMENT A)
- Planning & Design Loan Only:** Draft or Executed Copy of Engineering Agreement
- Construction Loan Only:** Engineer's Estimate for project costs. Bid tabs are required to be submitted prior to project approval.
Detailed estimate for Equipment and Force Account
Draft or Executed Copy of the Engineering Agreement if engineering costs are included in the loan.
- If the borrower is using special assessments to cover any portion of the Ohio EPA loan payments, attach a certified statement from a Solicitor/Law Director stating the status of the assessment proceedings, resolutions or ordinances, and notices.
- Site Title Opinion Letter signed by Solicitor/Law Director (Example: see ATTACHMENT B)
* **Note:** If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion MUST be submitted with the bid package for review.
- Intermunicipal Service Agreement (if applicable)
- Documentation of outstanding debt for planning and/or design costs, to be included in the Ohio EPA loan (if applicable)

*****ITEMS LISTED BELOW ARE NOT NEEDED WITH THE LOAN APPLICATION.*****

These are required after the Borrower has reviewed and SIGNED the Ohio EPA Loan Agreement and Exhibits.

- General Certificate (Example: see ATTACHMENT C)
- Legal procedural letter signed by the Solicitor/Law Director (Example: see ATTACHMENT D)

18.0 Preparer Information

This Application Submitted by (Name & Title) : _____

Signature: _____

Date: _____ Telephone Number: _____

19.0 Authorized Representative Approval

To the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant and the applicant will maintain compliance with all the laws, rules, executive orders and policies pertaining to the Ohio EPA - Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) programs.

Authorized Representative Tiffany Zindel

Title County Administrator

Signature: Tiffany Zindel Date: 2-21-23

Resolution

Number 23-0210

Adopted Date February 21, 2023

ENTER INTO A WATERLINE EASEMENT AGREEMENT WITH KINGS ISLAND PARK LLC FOR THE SOCIALVILLE TRANSMISSION MAIN – CONTRACT 2

WHEREAS, the Water and Sewer Department is constructing and upon completion will be operating and maintaining approximately 5,700 feet of 24-inch water line and 1,000 feet of 12-inch water line extending along Kings Island and extending eastward to Columbia Road; and

WHEREAS, specifically the following property owner has agreed to enter into an easement agreement with the County for the identified parcel:

| Parcel # | Owner |
|---------------|-----------------------|
| 16 23 400 016 | Kings Island Park LLC |
| 16 17 200 012 | Kings Island Park LLC |

NOW THEREFORE BE IT RESOLVED, to enter into easement agreement with Kings Island Park LLC for permanent easement on the parcel located along the water main line alignment. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kings Island Park, LLC
Easement file
Water/Sewer (file)
Recorder (certified)

Grantor: Kings Island Park LLC
Property Address: Kings Island Dr Mason OH 45040
Parcel Number: 16-23-400-016 (Pt.)
Auditor's Account Number: 1202236

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Kings Island Park LLC**, a Delaware limited liability company, whose tax mailing address is PO BOX 543185, Dallas, TX 75354 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to permit the construction of water lines and related water transfer equipment, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

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

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

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

The permanent easement being granted herein is part of a parcel located in the City of Mason, Warren County, Ohio consisting of 11.104 acres, and being the same premises described in a deed recorded to Western Row Properties, Inc. (who merged with and into Kings Island Park, LLC, an Ohio limited liability company as evidenced by an Affidavit on Facts Relating to Title recorded 12/29/2014 as Doc. # 2014-034875) in O.R. Vol. 768, Page 438 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

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

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

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

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

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

5. Upon written request from Grantor, Grantee shall relocate the permanent easement requested by Grantor; provided, Grantor provides Grantee with a suitable relocation area, as reasonably determined by Grantee, for said relocated permanent easement; provided, further, that Grantor provides Grantee with a suitable timeframe for the relocation work (which timeframe shall allow for the completion of the relocation work), as reasonably determined by Grantee; and provided, further, that prior to commencing such relocation work, Grantor remits to Grantee the estimated expense which Grantee reasonably expects to incur with such relocation work, which amount shall be adjusted when the work is completed based upon the actual expense reasonably incurred by Grantee.

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

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an

urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

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

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

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

GRANTOR:

IN EXECUTION WHEREOF, Brian Witherow the duly authorized EVP, Chief Financial Officer of **Kings Island Park LLC, a Delaware limited liability company**, has set his/her hands to this instrument on the date stated below, in accordance with a company resolution or as otherwise authorized by Grantor's operating agreement.

GRANTOR:

SIGNATURE: _____

PRINTED NAME: Brian Witherow

TITLE: EVP, Chief Financial Officer

DATE: 01/09/23

STATE OF Ohio, COUNTY OF Erte, ss:

BE IT REMEMBERED, that on the 9th day of January, 2023, 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 Brian Witherow, whose title is EVP, Chief Financial Officer, of Kings Island Park, LLC, a Delaware limited liability company, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument. This notarial act is in compliance with R.C. 147.542 (D)(1).



MELISSA L. JOHNSON

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
January 21, 2023

Notary Public: Melissa L. Johnson
My Commission Expires: 1.21.2023

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Shannon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0210, dated 2-21-23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: Shannon Jones
Printed Name: Shannon Jones
Title: President
Date: 2-21-23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 21 day of February, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Shannon Jones, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. This notarial act is in compliance with R.C. 147.542 (D)(1).

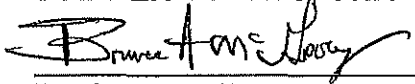


KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell
My Commission Expires: JULY 15, 2026

Approved as to form by:

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

A handwritten signature in cursive script, appearing to read "Bruce A. McHale", written over a horizontal line.

By: Assistant Prosecutor

Date: 2/1/2023

THE WARREN COUNTY WATER AND SEWER DEPARTMENT
LEGAL DESCRIPTION FOR A
PERMANENT WATER MAIN EASEMENT "A"
LOCATED ON
KINGS ISLAND PARK LLC
PARCEL ID# 1623400016

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a water main and appurtenances in and upon the following described lands:

Situated in Section 23, Town 4E, Range 2N, B.T.M., Deerfield Township, City of Mason, Warren County, Ohio, being part of 11.270 Acres conveyed to Kings Island Park LLC in Deed 2014-034875 of the Warren County Ohio Recorders Office, and being more particularly described as follows:

Commencing in the northwest corner of 11.270 Acres and in the easterly right of way line of Kings Island Drive (R/W varies) and also in the southwesterly corner of the remainder of 620.2015 Acres conveyed to Kings Island Park LLC in Deed 2014-032291;

Thence with the common line of 11.270 Acres and the remainder of 620.2015 Acres, South 65°59'22" East, 10.84 feet to the **Point of Beginning**;

Thence with the common line of 11.270 Acres and the remainder of 620.2015 Acres, South 65°59'22" East, 20.57 feet;

Thence leaving the remainder of 620.2015 Acres with a new permanent sewer easement through the lands of Kings Island Park LLC for the following eleven (11) courses:

1. South 10°26'57" West, 99.20 feet;
2. With a curve turning to the left with an arc length of 108.35', with a radius of 790.00', and being subtended by a chord bearing of S 06°31'12" W, with a chord length of 108.26 feet;
3. South 2°35'27" West, 100.01 feet;
4. With a curve turning to the left with an arc length of 101.54, with a radius of 790.00', and being subtended by a chord bearing of S 01°05'28" E, with a chord length of 101.47 feet ;
5. South 4°45'49" East, 117.41 feet;
6. South 6°45'00" East, 38.22 feet;
7. South 04°30'00" West, 219.17 feet;

8. South 18°00'00" East, 124.94 feet;
9. South 64°30'00" East, 20.05 feet;
10. South 88°30'00" East, 166.58 feet;
11. South 0°00'00" East, 42.39 feet to the northerly right-of-way line of Western Row Road;

Thence with the said northerly right-of-way line of Western Row Road the following two (2) courses:

1. South 64°12'55" West, 16.29 feet;
2. North 87°21'19" West, 5.34 feet;

Thence leaving Western Row Road with a new permanent sewer easement line through the lands of Kings Island Park LLC for the following four (4) courses:

1. North 0°00'00" East, 29.74 feet;
2. North 88°30'00" West, 151.35 feet to the northerly right-of-way line of Western Row Road;
3. North 64°30'00" West, 32.89 feet;
4. North 18°00'00" West, 101.96 feet to the easterly right-of-way line of Kings Island Drive;

Thence with the easterly line of said Kings Island Drive North 15°25'51" West, 39.91 feet;

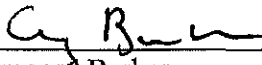
Thence leaving Kings Island Drive with a new permanent sewer easement line through the lands of Kings Island Park LLC for the following seven (7) courses:

1. North 4°30'00" East, 216.50 feet;
2. North 6°45'00" West, 36.60 feet;
3. North 4°45'49" West, 117.75 feet;
4. With a curve turning to the right with an arc length of 104.11 feet, with a radius of 810.00 feet, and being subtended by a chord bearing of N 01°05'28" W, with a chord length of 104.04 feet;

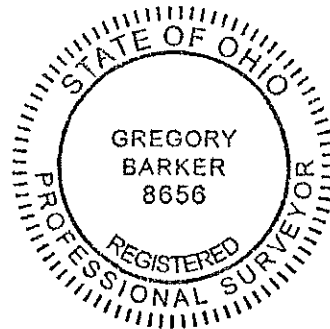
5. North $2^{\circ}35'27''$ East, 100.01 feet;
6. With a curve turning to the right with an arc length of 111.09, with a radius of 810.00', and being subtended by a chord bearing of $N\ 06^{\circ}31'12''\ E$, with a chord length of 111.01 feet;
7. North $10^{\circ}26'57''$ East, 104.02 feet to the **Point of Beginning**.

This easement area contains 22,833 square feet, more or less, and being subject to all legal highways, and any and all easement of record.

The above description was prepared on October 1, 2021 and is based on a survey made under the direct supervision of Gregory Barker, Ohio Registration No. S-8656. The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD 83, per GPS observation.

 1/17/23

Gregory Barker
Ohio Registered Surveyor No. 8656
RA Consultants LLC



**THE WARREN COUNTY WATER AND SEWER DEPARTMENT
LEGAL DESCRIPTION FOR A
TEMPORARY WATER MAIN EASEMENT "B"
LOCATED ON
KINGS ISLAND PARK LLC
PARCEL ID# 1623400016**

A temporary easement together with the right of entry and re-entry for construction purposes. Said easement shall terminate when the project is completed and accepted by the Warren County Water and Sewer Department. Said easement shall be in and upon the following described lands:

Situated in Section 23, Town 4E, Range 2N, B.T.M., Deerfield Township, City of Mason, Warren County, Ohio, being part of land conveyed to Kings Island Park LLC in Deed 2014-034875 of the Warren County Ohio Recorders Office, and being more particularly described as follows:

Beginning in the southerly line of Kings Island Park LLC, also being the intersection of the northerly right-way line of Western Row Road and westerly line of a proposed permanent water main easement. Intersection being North 87°21'19" West, 5.34 feet from a southerly corner of Kings Island Park LLC;

Thence with the northerly line of Western Row Road, North 87°21'19" West, 17.52 feet;

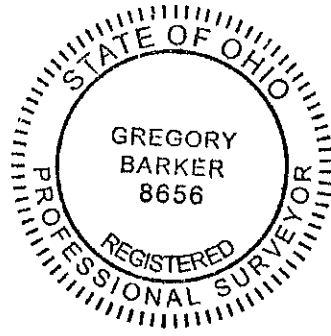
Thence leaving Western Row Road with a with a new temporary sewer easement line through the lands of Kings Island Park LLC the following three (3) courses:

1. North 0°00'00" West, 29.39 feet to a proposed permanent water main easement;
2. With a proposed permanent water main easement South 88°30'00" East, 17.51 feet;
3. With a proposed permanent water main easement South 0°00'00" West, 29.74 feet to the **Point of Beginning**.

This easement area contains 518 square feet more or less, and being subject to all legal highways, and any and all easement of record.

The above description was prepared on October 1, 2021 and is based on a survey made under the direct supervision of Gregory Barker, Ohio Registration No. S-8656. The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD 83, per GPS observation.

G. Barker 1/17/23
Gregory Barker
Ohio Registered Surveyor No. 8656
RA Consultants LLC



**THE WARREN COUNTY WATER AND SEWER DEPARTMENT
LEGAL DESCRIPTION FOR A
TEMPORARY WATER MAIN EASEMENT "C"
LOCATED ON
KINGS ISLAND PARK LLC
PARCEL ID# 1623400016**

A temporary easement together with the right of entry and re-entry for construction purposes. Said easement shall terminate when the project is completed and accepted by the Warren County Water and Sewer Department. Said easement shall be in and upon the following described lands:

Situated in Section 23, Town 4E, Range 2N, B.T.M., Deerfield Township, City of Mason, Warren County, Ohio, being part of land conveyed to Kings Island Park LLC in Deed 2014-034875 of the Warren County Ohio Recorders Office, and being more particularly described as follows:

Beginning in the southerly line of Kings Island Park LLC also being the intersection of the northerly right-way line of Western Row Road and easterly line of a proposed permanent water main easement. Intersection being North 64°12'55" East, 16.29 feet from a southerly corner of Kings Island Park LLC;

Thence leaving Western Row Road with a with a new temporary sewer easement line through the lands of Kings Island Park LLC the following five (5) courses:

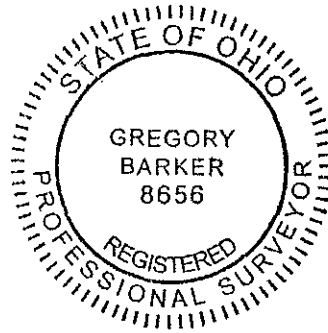
1. North 0°00'00" West, 42.39 feet;
2. North 88°30'00" West, 37.51 feet;
3. North 0°00'00" West, 32.64 feet;
4. North 90°00'00" East, 55.00 feet;
5. South 0°00'00" East, 67.56 feet to the southerly line of Kings Island Park LLC;

Thence with the southerly line of Kings Island Park LLC South 64°12'55" West, 19.44' to the **Point of Beginning**.

This easement area contains 2,499 square feet more or less, and being subject to all legal highways, and any and all easement of record.

The above description was prepared on October 1, 2021 and is based on a survey made under the direct supervision of Gregory Barker, Ohio Registration No. S-8656. The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD 83, per GPS observation.

Gregory Barker 1/17/23
Gregory Barker
Ohio Registered Surveyor No. 8656
RA Consultants LLC



DATE: 1/17/2023 3:02:33 PM

FILENAME: Z:\Shared With Me\Client Projects\030 Warren County\20-030.001 Warren Co Socialville Transmission Main\5_Design\5.5 Drawings\Easements\PROPOSED.dwg

POC A
KINGS ISLAND PARK LLC
DEED 2014-032291

POB A

A=108.35'
R=790.00'
Lch=
S06°31'12"W
~108.26'

A=111.09'
R=810.00'
Lch=
N06°31'12"E
~111.01'

A=104.11'
R=810.00'
Lch=
N01°05'28"W
~104.04'

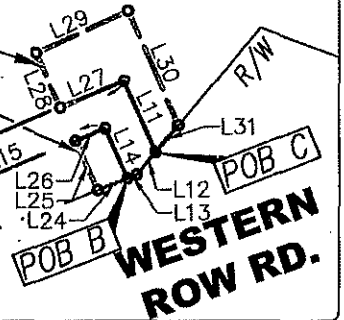
PROPOSED WATER
MAIN EASEMENT "A"
0.5241 ACRES
22,833 SF

KINGS ISLAND DRIVE

KINGS ISLAND PARK LLC
KINGS ISLAND DR
PID # 1623400016
DEED 2014-034875
11.270 Ac.

PROP. TEMP.
WATER MAIN
EASEMENT "B"
0.0119 ACRES
518 SF

PROP. TEMPORARY
WATER MAIN EASEMENT "C"
0.0573 ACRES, 2,499 SF



| Line Table | | |
|------------|---------|---------------|
| L21 | 117.75' | N04° 45' 49"W |
| L22 | 100.01' | N02° 35' 27"E |
| L23 | 104.02' | N10° 26' 57"E |
| L24 | 17.52' | N87° 21' 19"W |
| L25 | 29.39' | N00° 00' 00"W |
| L26 | 17.51' | S88° 30' 00"E |
| L27 | 37.51' | N88° 30' 00"W |
| L28 | 32.64' | N00° 00' 00"W |
| L29 | 55.00' | N90° 00' 00"E |
| L30 | 67.56' | S00° 00' 00"E |
| L31 | 19.44' | S64° 12' 55"W |

| Line Table | | |
|------------|---------|---------------|
| Line # | Length | Direction |
| L1 | 10.84' | S65° 59' 22"E |
| L2 | 20.57' | S65° 59' 22"E |
| L3 | 99.20' | S10° 26' 57"W |
| L4 | 100.01' | S02° 35' 27"W |
| L5 | 117.41' | S04° 45' 49"E |
| L6 | 38.22' | S06° 45' 00"E |
| L7 | 219.17' | S04° 30' 00"W |
| L8 | 124.94' | S18° 00' 00"E |
| L9 | 20.05' | S64° 30' 00"E |
| L10 | 166.58' | S88° 30' 00"E |
| L11 | 42.39' | S00° 00' 00"E |
| L12 | 16.29' | S64° 12' 55"W |
| L13 | 5.34' | N87° 21' 19"W |
| L14 | 29.74' | N00° 00' 00"E |
| L15 | 151.35' | N88° 30' 00"W |
| L16 | 32.89' | N64° 30' 00"W |
| L17 | 101.96' | N18° 00' 00"W |
| L18 | 39.91' | N15° 25' 51"W |
| L19 | 216.50' | N04° 30' 00"E |
| L20 | 36.60' | N06° 45' 00"W |

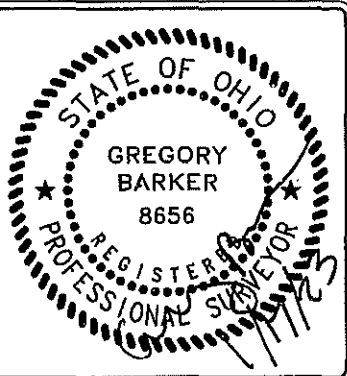


EXHIBIT B

SKETCH OF WATER MAIN EASEMENT
KINGS ISLAND PARK LLC
PID No. 1623400016
Section 23, Town 4E, Range 2N B.T.M.
Sited in Deerfield Township, City of Mason, Warren County, Ohio

SCALE: 1" = 100'
DRAWN: ELH
CHECKED:
DATE:
Dec 20, 2022

RA CONSULTANTS
10866 KENWOOD ROAD
CINCINNATI, OH 45242
513.469.6800
www.raconsultantsllc.com

WAIVER [OF APPRAISAL]

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

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

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

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

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

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

WHEREAS, the Warren County Board of County Commissioners adopted Resolution No. 13-1618 dated November 5, 2013, determining the necessity for the Wayne-Massie Sewer District Improvement Area Project which consists of construction of upgrade and extension of the 6-inch forcemain along State route 73 to a 12-inch forcemain and replacing the Fifty Springs and Maple Street sanitary lift stations, ("Project") for public use and purposes; and,

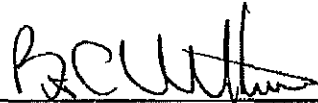
WHEREAS, the Project necessitates Warren County to acquire an easement across the property identified above.

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

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

OWNER:

SIGNATURE:



PRINTED NAME: BRIAN C. WITHROW

TITLE: ESP & CFO

DATE: 01.27.23

Grantor: Kings Island Park LLC
Property Address: Kings Island Dr Kings Mills OH 45034
Parcel Number: 16-17-200-012 (Pt.)
Auditor's Account Number: 9434054

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Kings Island Park LLC**, a Delaware limited liability company, whose tax mailing address is PO BOX 543185, Dallas ,TX 75354 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to permit the construction of water lines and related water transfer equipment, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

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

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

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

The permanent easement being granted herein is part of a parcel located in Deerfield Township, Warren County, Ohio consisting of 14.1483 acres, and being the same premises described in a deed recorded in 2004-032291 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

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

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

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

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration

of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

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

5. Upon written request from Grantor, Grantee shall relocate the permanent easement requested by Grantor; provided, Grantor provides Grantee with a suitable relocation area, as reasonably determined by Grantee, for said relocated permanent easement; provided, further, that Grantor provides Grantee with a suitable timeframe for the relocation work (which timeframe shall allow for the completion of the relocation work), as reasonably determined by Grantee; and provided, further, that prior to commencing such relocation work, Grantor remits to Grantee the estimated expense which Grantee reasonably expects to incur with such relocation work, which amount shall be adjusted when the work is completed based upon the actual expense reasonably incurred by Grantee.

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

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the

execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

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

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

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

GRANTOR:

IN EXECUTION WHEREOF, Brian Witherow the duly authorized EVP, Chief Financial Officer of **Kings Island Park LLC, a Delaware limited liability company**, has set his/her hands to this instrument on the date stated below, in accordance with a company resolution or as otherwise authorized by Grantor's operating agreement.

GRANTOR:

SIGNATURE: _____

PRINTED NAME: Brian Witherow

TITLE: EVP, Chief Financial Officer

DATE: 01/09/23

STATE OF Ohio, COUNTY OF Errie, ss:

BE IT REMEMBERED, that on the 9th day of January, 2023, 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 Brian Witherow, whose title is EVP, Chief Financial Officer, of **Kings Island Park LLC, a Delaware limited liability company** whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument. This notarial act is in compliance with R.C. 147.542 (D)(1).



MELISSA L. JOHNSON
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
January 21, 2023

Notary Public: Melissa L. Johnson
My Commission Expires: 1.21.2023

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Sharon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0210, dated 2-21-23.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

Signature: [Signature]
Printed Name: Sharon Jones
Title: President
Date: 2-21-23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 21 day of February, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Sharon Jones, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. This notarial act is in compliance with R.C. 147.542 (D)(1).

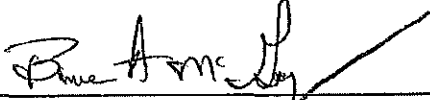


KRYSTAL LYNN POWELL
NOTARY PUBLIC - STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell
My Commission Expires: July 15, 2026

Approved as to form by:

DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO

A handwritten signature in black ink, appearing to read "David Fornshell", written over a horizontal line.

By: Assistant Prosecutor

Date: 2/1/2023

**THE WARREN COUNTY WATER AND SEWER DEPARTMENT
LEGAL DESCRIPTION FOR A
PERMANENT WATER MAIN EASEMENT
LOCATED ON
KINGS ISLAND PARK LLC
PARCEL ID# 1617200012**

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a water main and appurtenances in and upon the following described lands:

Situated in Section 17, Town 4E, Range 2N, B.T.M., Deerfield Township, City of Mason, Warren County, Ohio, being part of land conveyed to Kings Island Park LLC in Deed 2014-032291 of the Warren County Ohio Recorders Office, and being more particularly described as follows:

Commencing in the northwest corner of Kings Island Park LLC also being on the southwesterly right-of-way line of Great Wolf Drive (60' R/W) and also being the easterly corner of Lot 1 of the Great Wolf Subdivision (PB 70 pg 74 & 75);

Thence with the southwesterly right-of-way line of Great Wolf Drive, South 37°32'29" East, 4.86' to the **Point of Beginning**;

Thence continuing with the southwesterly right-of-way line of Great Wolf Drive South 37°32'29" East, 20.00';

Thence leaving Great Wolf Drive with a new permanent sewer easement line through the lands of Kings Island Park LLC for the following two (2) courses:

1. South 52°23'56" West, 40.64';
2. North 81°41'35" West, 34.70' to the southeasterly line of Lot 1 of the Great Wolf Subdivision;

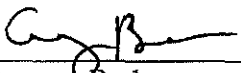
Thence with southeasterly line of Lot 1 of the Great Wolf Subdivision, North 52°27'31" East, 27.87';

Thence leaving Lot 1 with a new permanent sewer easement line through the lands of Kings Island Park LLC, for the following two (2) courses:

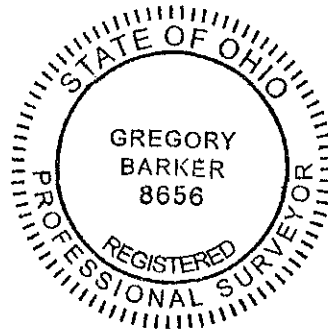
1. South 81°41'35" East, 6.81';
2. North 52°23'56" East, 32.19' to the **Point of Beginning**.

This easement area contains 1,143 square feet, more or less, and being subject to all legal highways, and any and all easement of record.

The above description was prepared on October 1, 2021 and is based on a survey made under the direct supervision of Gregory Barker, Ohio Registration No. S-8656. The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD 83, per GPS observation.

 1/17/23

Gregory Barker
Ohio Registered Surveyor No. 8656
RA Consultants LLC



GREAT WOLF DRIVE

COLUMBIA ROAD

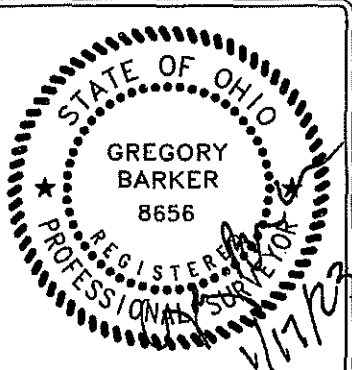
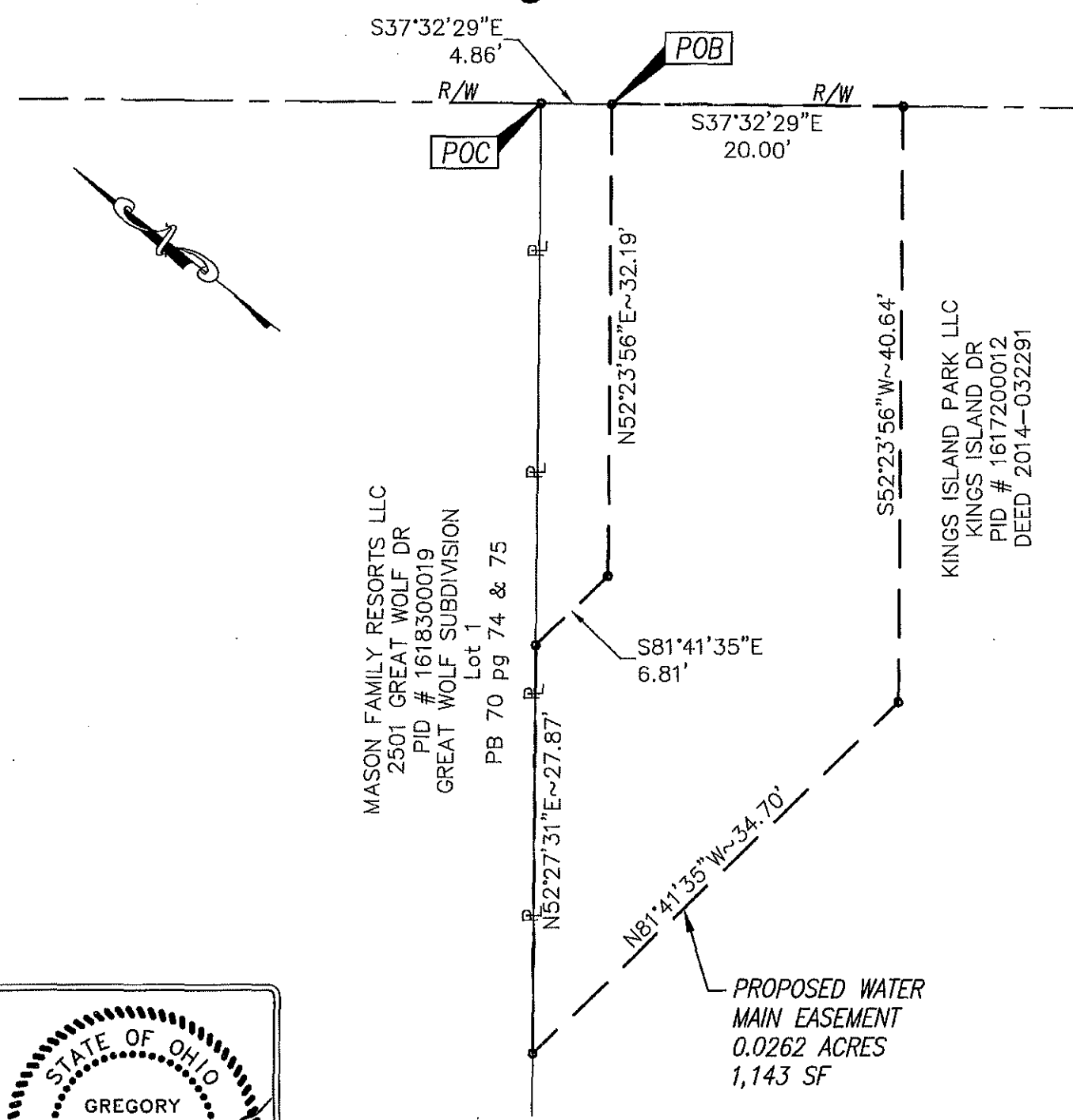


EXHIBIT B

SKETCH OF WATER MAIN EASEMENT
KINGS ISLAND PARK LLC
 PID No. 1617200012
 Section 17, Town 4B, Range 2N B.T.M.
 Situated in Deerfield Township, Warren County, Ohio

SCALE: 1" = 10'
 DRAWN: ELH
 CHECKED:
 DATE:
 Dec 20, 2022


RA CONSULTANTS
 10856 KENWOOD ROAD
 CINCINNATI, OH 45242
 513.469.6600
 www.raconsultantsllc.com

WAIVER [OF APPRAISAL]

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

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

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

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

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

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

WHEREAS, the Warren County Board of County Commissioners adopted Resolution No. 13-1618 dated November 5, 2013, determining the necessity for the Wayne-Massie Sewer District Improvement Area Project which consists of construction of upgrade and extension of the 6-inch forcemain along State route 73 to a 12-inch forcemain and replacing the Fifty Springs and Maple Street sanitary lift stations, ("Project") for public use and purposes; and,

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

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

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

OWNER:

SIGNATURE: 

PRINTED NAME: BRIAN C. WITHROW

TITLE: VP & CFO

DATE: 01.27.23

Resolution

Number 23-0211

Adopted Date February 21, 2023

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH HENRY C. BOWMAN FOR THE BRIDGE REPLACEMENT PROJECT ON SHAKER ROAD

WHEREAS, in order to improve the safety of Shaker Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #08-36-178-001 located at 6661 Shaker Rd., Franklin, OH 45005 which is owned by Henry C. Bowman, grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

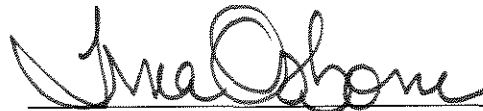
NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Henry C. Bowman, for the Shaker Road bridge replacement project, a copy of which is attached hereto, and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Bowman, Henry C.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Henry C. Bowman, whose tax mailing address is 6696 Shaker Road, Franklin, OH 45005 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Shaker Road over Tommy's Run is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 6661 Shaker Road, Franklin, OH 45005, identified as Parcel #08-36-178-001. Grantee requests permission from Grantors to enter onto the part of said real estate as illustrated in "Exhibit A" for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Place rock channel protection outside the existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, fence, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Shaker Road Bridge #48-5.93 Replacement Project or until December 31, 2023, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, Henry C. Bowman, the Grantor herein, has hereunto set his hands on the date stated below.

Grantors:

Signature: Henry C. Bowman

Printed Name: Henry C. Bowman

Date: Jan 10-23

STATE OF OHIO, COUNTY OF HAMILTON

BE IT REMEMBERED, that on this 10th day of January, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Henry C. Bowman, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Sharon K. Francis

Notary Public

My commission expires: January 05, 2026



SHARON K FRANCIS
Notary Public, State of Ohio
My Comm. Expires Jan. 05, 2026

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shanna Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0211, dated 2-21-23.

Grantee: _____
Signature: Shanna Jones
Printed Name: Shanna Jones
Title: President
Date: 2-21-23

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 21 day of February, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shanna Jones, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

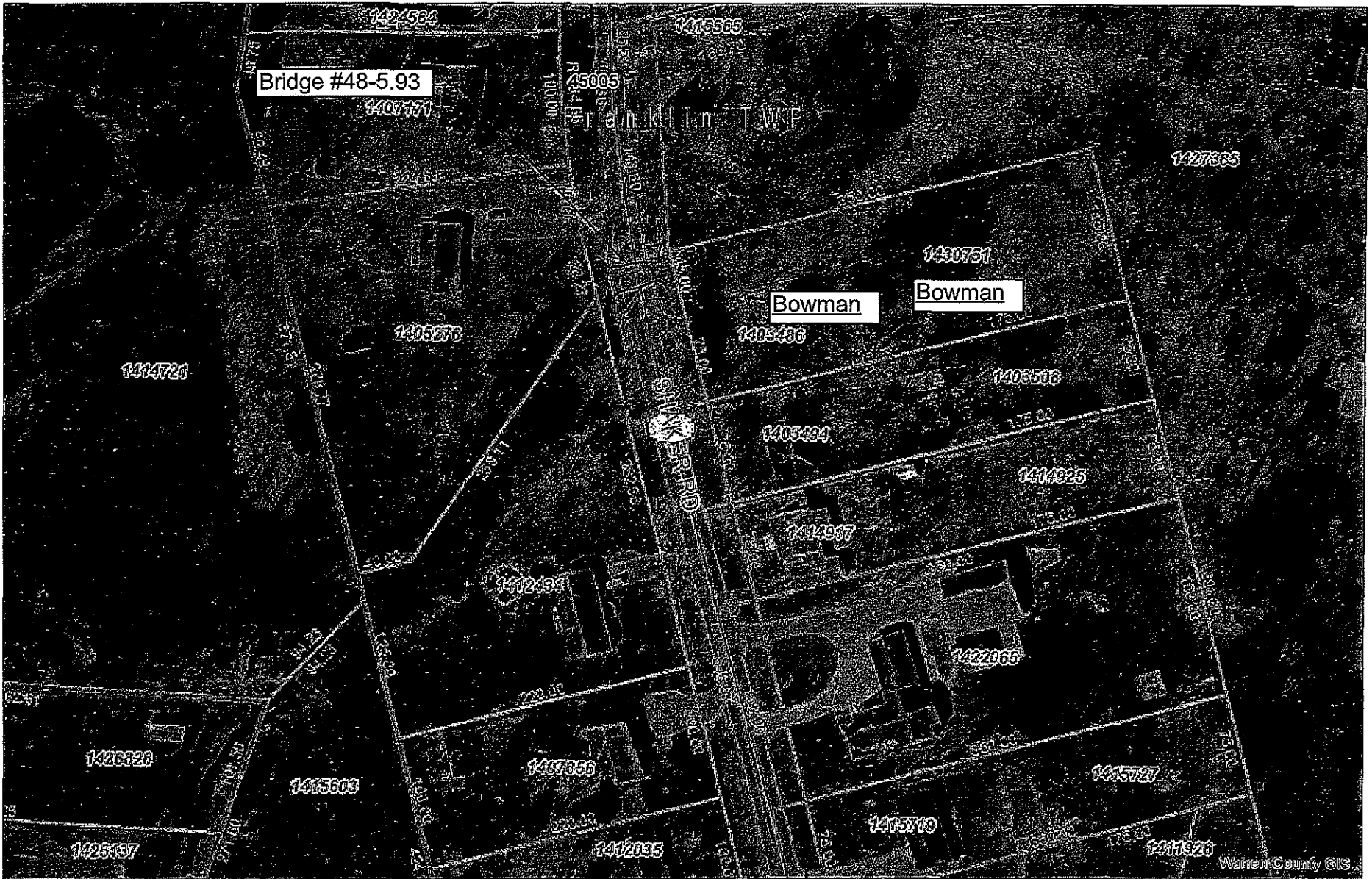
Krystal Lynn Powell
Notary Public
My commission expires: July 15, 2026

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Adam Nice
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

EXHIBIT A



Warren County GIS

Date: 10/26/2020

| | | | |
|---------------------|-----------------------|------------------------|-------------------------|
| Cadastral Lines | Corporate Line | Parcel Line | Hardware |
| all other values | County Line | ROW Unknown Width Line | Subdivision Lot Line |
| Line Type | Perm. lot Line | Road ROW | Township and Range Line |
| Address Tract Line | Drainage Line | School Line | 1/4 Sect. Line |
| Civil Township Line | Subdivision Link Line | Section Line | VAE Line |
| | | | Vegeted Road Line |

N.T.S.

Bridge #48-5.93

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0212

Adopted Date February 21, 2023

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH ETHEL W. HELTON FOR THE BRIDGE REPLACEMENT PROJECT ON SHAKER ROAD

WHEREAS, in order to improve the safety of Shaker Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #08-36-177-005 located at 6681 Shaker Rd., Franklin, OH 45005 which is owned by Ethel W. Helton, grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Ethel W. Helton, for the Shaker Road bridge replacement project, a copy of which is attached hereto, and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Helton, Ethel W.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Ethel W. Helton, unmarried, whose tax mailing address is 6681 Shaker Road, Franklin, OH 45005 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Shaker Road over Tommy's Run is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 6681 Shaker Road, Franklin, OH 45005, identified as Parcel #08-36-177-005. Grantee requests permission from Grantors to enter onto the part of said real estate as illustrated in "Exhibit A" for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Place rock channel protection outside the existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, fence, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Shaker Road Bridge #48-5.93 Replacement Project or until December 31, 2023, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, Ethel W. Helton, the Grantor herein, has hereunto set her hands on the date stated below.

Grantors:

Signature: Ethel W. Helton

Printed Name: Ethel W. Helton

Date: 1-12-2023

STATE OF Ohio, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 12th day of January, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Ethel W. Helton, being the Grantor in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public
My commission expires: 7-15-2025



GARY D LAWSON
Notary Public
State of Ohio
My Comm. Expires
July 15, 2025

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0212, dated 2-21-23.

Grantee: _____
Signature: Shannon Jones
Printed Name: Shannon Jones
Title: President
Date: 2-21-23

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 21 day of February, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



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

Krystal Lynn Powell
Notary Public
My commission expires: JULY 15, 2026

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Adam Nice
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

EXHIBIT A



Warren County GIS

Date: 10/26/2020

| | | | |
|--------------------|------------------------|------------------------|-------------------------|
| Cadastral Lines | Corporate Line | Pencil Line | Hardware |
| all other values | County Line | ROW Unknown Width Line | Subdivision Lot Line |
| Line Type | Farm Lot Line | Road ROW | Township and Range Line |
| Audubon Trail Line | Crossing Line | School Line | Tract Line |
| DIV/Township Line | Subdivision Limit Line | Section Line | VARS Line |
| | | | Unrated Road Line |

N.T.S.

Bridge #48-5.93

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

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

Resolution

Number 23-0213

Adopted Date February 21, 2023

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH MARJORIE L. MULLINS AND JOHN B. MULLINS, TRUSTEES OF THE MARJORIE L. MULLINS TRUST FOR THE BRIDGE REPLACEMENT PROJECT ON HAMILTON ROAD

WHEREAS, in order to improve the safety of Hamilton Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #12-22-100-004 located at 3774 Hamilton Road, Lebanon, OH 45036 which is owned by Marjorie L. Mullins and John B. Mullins, Trustees of the Marjorie L. Mullins, grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Remove existing fence necessary for construction of the project.
4. Construct a temporary fence outside our project limits.
5. Construct new bridge with wingwalls.
6. Place rock channel protection outside the existing right-of-way.
7. Remove temporary fence.
8. Complete final grading of embankment and stream outside of the existing right-of-way.
9. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and


NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Marjorie L. Mullins and John B. Mullins, Trustees of the Marjorie L. Mullins Trust for the Hamilton Road bridge replacement project, a copy of which is attached hereto, and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Mullins, Marjorie L. & John B.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Marjorie L. Mullins and John B. Mullins, Trustees of the Marjorie L. Mullins Trust dated April 25, 2006, as Amended, whose tax mailing address is 25 W. South Street, Lebanon, OH 45036 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Hamilton Road over a Branch of Keever Creek is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 3774 Hamilton Rd, Lebanon, OH, 45036, identified as Parcel #12-22-100-004. Grantee requests permission from Grantors to enter onto the part of said real estate as illustrated in "Exhibit A" for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Remove existing fence necessary for construction of the project.
4. Construct a temporary fence outside our project limits.
5. Construct new bridge with wingwalls.
6. Place rock channel protection outside the existing right-of-way.
7. Remove temporary fence.
8. Complete final grading of embankment and stream outside of the existing right-of-way.
9. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, fence, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Hamilton Road Bridge #13-3.46 Replacement Project or until December 31, 2023, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, Marjorie L. Mullins and John B. Mullins, Trustees of the Marjorie L. Mullins Trust dated April 25, 2006, as Amended, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: Marjorie L. Mullins

Printed Name: Marjorie L. Mullins, Trustee
of the Marjorie L. Mullins Trust dated April
25, 2006, as Amended

Date: 02/02/2023

Signature: John B. Mullins

Printed Name: John B. Mullins, Trustee of
the Marjorie L. Mullins Trust dated April
25, 2006, as Amended

Date: 02/02/2023

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 2nd day of February, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Marjorie L. Mullins and John L. Mullins, being the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2027
Recorded in
Warren County

Dominic M. Brigano
Notary Public
My commission expires: 02/06/2027

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0213, dated 2-21-23.

Grantee: _____
Signature: Shannon Jones
Printed Name: Shannon Jones
Title: President
Date: 2-21-23

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 21 day of February, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 16, 2028

Krystal Lynn Powell
Notary Public
My commission expires: July 16, 2028

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Adam Nice, Assistant Prosecutor Derek B. Faulkner
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

EXHIBIT A



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.

Date: 7/25/2022

| | | | |
|---------------------|------------------------|------------------------|-------------------------|
| Cadastral Lines | Corporate Line | Panel Line | Hardware |
| All other values | County Line | ROW Unknown Width Line | Subdivision Lot Line |
| Line Type | Farm Lot Line | Road ROW | Township and Range Line |
| Audubon Tract Line | Cressage Line | School Line | Tact Line |
| Civil Township Line | Subdivision Limit Line | Section Line | MMS Line |
| | | Unrated Road Line | |

N.T.S.

Bridge #13-3.46

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0214

Adopted Date February 21, 2023

ENTER INTO A CONSULTING SERVICES CONTRACT FOR ENGINEERING SERVICES WITH SUSTAINABLE STREAMS, LLC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE


BE IT RESOLVED, to enter into an Engineering Services contract with Sustainable Streams LLC, 1948 Deer Park Avenue, Louisville, KY 40205 for the Turtlecreek Subdivision Drainage Improvements, as attached hereto and made part hereof.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Sustainable Streams, LLC.
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR
ENGINEERING SERVICES
TURTLECREEK SUBDIVISION DRAINAGE IMPROVEMENTS**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Sustainable Streams LLC, 1948 Deer Park Avenue, Louisville, Kentucky 40205, a Limited Liability Company organized, duly licensed and existing under the laws of the State of Kentucky, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to develop a plan to prevent flooding, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Engineering representative for the Project as set forth below and shall give professional Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT ~~on a compact disk~~ *via e-mail transmittal. RJH 1/30/23*

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Traffic Engineering Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **not-to-exceed fee of \$ 9,990.00.**

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to

this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.

- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

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

| | |
|---|---|
| TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250 | Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3309 |
|---|---|

Sustainable Streams LLC
Attn: Robert Hawley, P.E.
1948 Deer Park Avenue
Louisville, Kentucky 40205
Ph. 502-718 2912

6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[the balance of this page is intentionally left blank]

SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Sustainable Streams LLC, a Kentucky company for profit, has caused this Agreement to be executed on the date stated below by Robert J. Hawley, whose title is Principal, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: Robert J. Hawley
PRINTED NAME: ROBERT J. HAWLEY
TITLE: PRINCIPAL
DATE: 1/30/23

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Shannon Jones, its President, pursuant to Resolution No. 23-0214 dated 2-21-23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 2-21-23

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: _____
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

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

By: Adam M. Nice
Assistant Prosecuting Attorney



December 30, 2022

Mr. Charles E. Petty, P.E.
Assistant Warren County Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, Ohio 45036

Re: Proposal for On-call, Conceptual-level Assistance for Wetland Demonstration and Flood Mitigation Project at the Warren County Parks Property and Lutmer Farm (Area J)

Dear Mr. Petty,

Sustainable Streams is pleased to submit this Letter Proposal to the Warren County Engineer's Office for on-call, conceptual-level assistance related to a wetland demonstration and flood mitigation project at the Warren County Parks Property and Lutmer Farms. The intention of this proposal is to build off the previous modeling and analyses provided to Warren County by Fishbeck and subsequently shared with Sustainable Streams (i.e., two technical memos, one HEC-RAS model, and one HydroCAD model).

Sustainable Streams proposes the following scope of services:

On-call, Conceptual-level (pre-design) Assistance for a Wetland Demonstration and Flood Mitigation Project at the Warren County Parks Property and Lutmer Farm (Area J)

At the direction of the Warren County Engineer's Office, Sustainable Streams will provide on-call, conceptual-level (pre-design) assistance in support of a wetland demonstration and flood mitigation project at the Warren County Parks Property and Lutmer Farm (Area J). The anticipated (primary) deliverable of this task will be a conceptual exhibit of the wetland demonstration project that could be used to support future grant applications by partner agencies such as the Warren County Soil and Water Conservation District. The deliverables may also include a preliminary, conceptual-level (pre-design) estimate of approximate design and construction costs associated with the proposed wetland/flood mitigation feature.

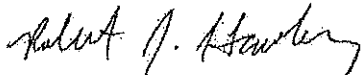
The intent of this effort is to build off the previous analyses by Fishbeck that confirmed a ~3.2-acre peak flow detention basin with ~4.3 acre-feet of storage (Alternative 2 in Memo 2) in the vicinity of Area J on the "Lutmer_Farm_Map" would meet the County's goals of mitigating flood concerns in the adjacent neighborhood to the south while not exacerbating flooding downstream of the twin 36" culverts. As such, this proposal depends on Sustainable Streams being able to use the previous HEC-RAS and HydroCAD models developed by Fishbeck. This proposal also assumes that Fishbeck's design flow targets for the 100-yr event (i.e., restricting the peak discharge in the ditch to a peak of ~85 cfs for the 100-yr event by restricting the peak discharge from the proposed wetland location draining Subbasin A (NE Farm) to a peak of ~41 cfs) will meet the County's flood control goals. It is possible that the wetland feature may need to be larger than the conventional detention basin concept outlined by Fishbeck to function both as a demonstration wetland and meet the County's flood control goals. Please refer to Fishbeck Memos 1 and 2 for more information. A map of Fishbeck's proposed detention basin (see **Alternative 2** in cyan) is pasted below for quick reference.

Sustainable Streams proposes to complete this task on a fee basis, with time and materials not to exceed \$9,990. The task will be completed within a timeframe that is agreeable to the Warren County Engineer's Office, with anticipated completion by ~fall 2023 to support the anticipated grant applications planned by the Warren County Soil and Water Conservation District. If these terms are agreeable with the Warren County Engineer's Office, Sustainable Streams can prepare an Agreement for Services based on this Letter Proposal.

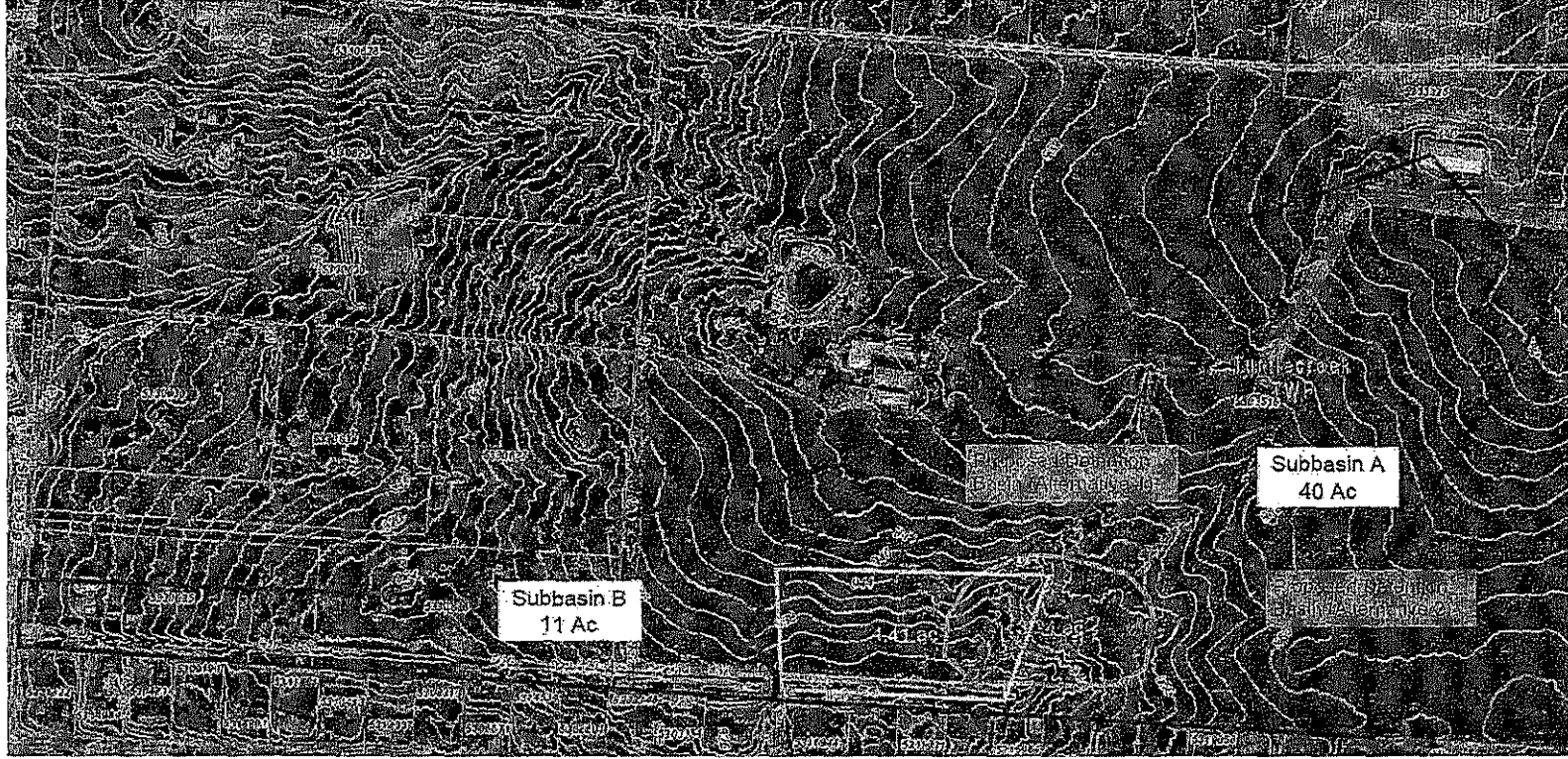
We are very grateful for the opportunity to work with the Warren County Engineer's Office and your partner agencies. If you have any questions, please do not hesitate to contact me (502-718-2912 or bob.hawley@sustainablestreams.com).

Sincerely,

Sustainable Streams, LLC



Robert J. Hawley, Ph.D., P.E.
Principal Scientist



Screenshot of the peak flow detention basin (Alternative 2 in Memo 2 by Fishbeck) that is intended to be developed into a concept plan for a wetland demonstration feature that can also meet the County's flood control goals.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0215

Adopted Date February 21, 2023

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, COMMON PLEAS COURT, FACILITIES MANAGEMENT, PLANNING, TELECOMMUNICATIONS, AND WATER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Common Pleas Court, Facilities Management, Planning, Telecommunications, and Water Department, in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

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

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

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



3 iPhone 7 w/ Otterbox Cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Condition | Category | Inventory ID |
|----------------------|-----------------------|--------------|
| Used/See Description | Electronics, Personal | BDD230008 |

Lot includes 3 iPhone 7 with Otterbox Cases. WILL NOT SHIP
****PICK UP LOCATION 42 KINGS WAY, LEBANON, OH 45036****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals[®]

A Liquidity Services Marketplace


[Advanced Search](#)


3 iPhone 7 with cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Condition | Category | Inventory ID |
|----------------------|-----------------------|--------------|
| Used/See Description | Electronics, Personal | BDD230009 |

Lot include 3 iPhone 7 with cases. WILL NOT SHIP.

****PICK UP LOCATION 42 KINGS WAY, LEBANON, OH 45036****

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



| | |
|----------------|---|
| Seller Name | Warren County, OH [view seller's other assets] |
| Asset Contact | Priscilla Hahn (Phone: 513-228-6421) |
| Asset Location | 107 Oregonia Rd Lebanon, Ohio 45036-3903 Map to this location |

Q Inspection

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

\$ Payment

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

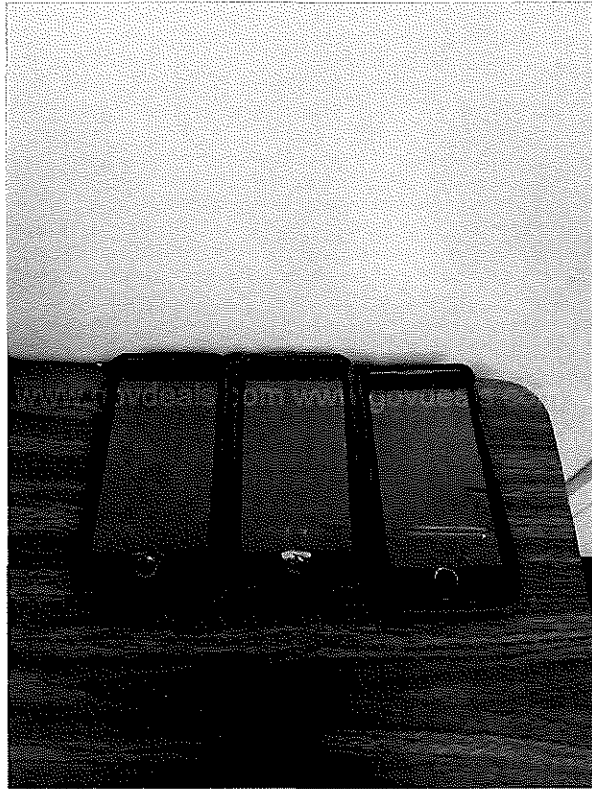
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



3 iPhone 7 with Otterbox Cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Electronics, Personal

BDD230010

Lot includes 3 iPhone 7 with Otterbox cases. WILL NOT SHIP
PICK UP LOCATION 42 KINGS WAY, LEBANON, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



2 iPhone 8- no cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

| Condition | Category | Inventory ID |
|----------------------|-----------------------|--------------|
| Used/See Description | Electronics, Personal | BDD230011 |

Lot includes 2 iPhone 8 with no cases. WILL NOT SHIP
PICK UP LOCATION 42 KINGS WAY, LEBANON, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



12 Keyboards

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

| Condition | Category | Inventory ID |
|----------------------|--------------------------------|--------------|
| Used/See Description | Computers, Parts, and Supplies | BDD230012 |

Lot includes 12 keyboards, Dell and Lenovo. New and Used. All in good condition

Pick Up Location 42 Kings Way, Lebanon, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



| | |
|----------------|---|
| Seller Name | Warren County, OH |
| Asset Contact | Priscilla Hahn (Phone: 513-228-6421) |
| Asset Location | 107 Oregonia Rd Lebanon, Ohio 45036-3903 Map to this location |

Q Inspection

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



computer mice-USB number Pads

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Used/See Description

Category

Computers, Parts, and Supplies

Inventory ID

BDD230013

Lot includes box of computer mice and 2 USB number pads.

****Pick Up Location: 42 Kings Way, Lebanon, OH 45036****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

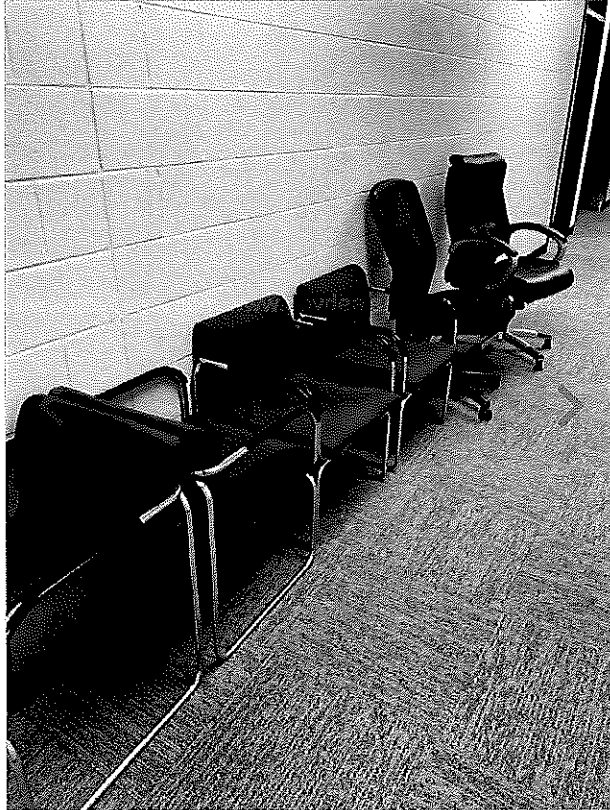
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



LOT OF OFFICE CHAIRS

| | |
|---------------|-------------------|
| Auction Ends | 3/1/23 9:22 AM ET |
| Starting Bid | \$1.00 |
| Bid Increment | \$2.00 |
| Minimum Bid | \$1.00 |

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

CPC2302

4 GREEN OFFICE CHAIRS 2 BLACK DESK CHAIRS (ONE NEEDS CUSHION REPAIR)

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

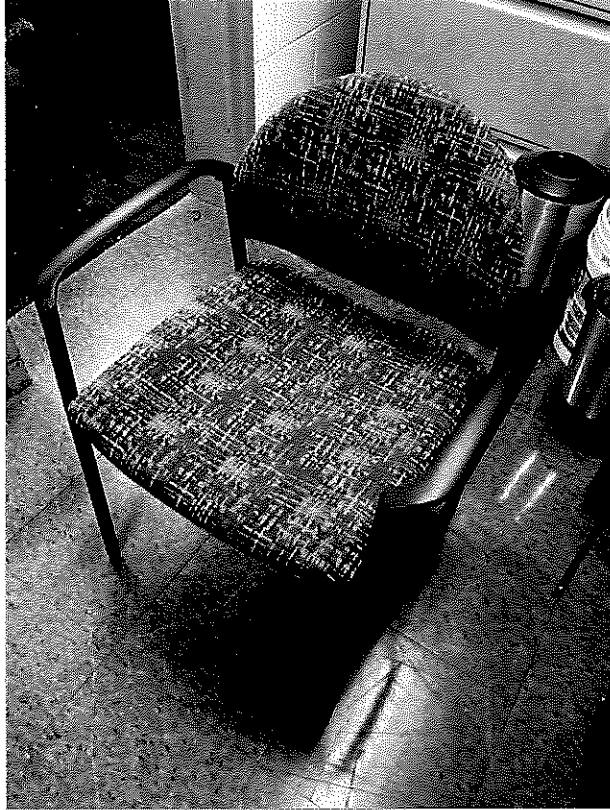
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



77 ARMED CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Condition | Category | Inventory ID |
|----------------------|-----------------------|--------------|
| Used/See Description | Furniture/Furnishings | FAC230005 |

77 chairs with arms. See other listing for matching chairs without arms. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



77 CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC230006

77 chairs. See other listing for matching chairs with arms. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



L-SHAPED DESK

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors


| Condition | Category | Inventory ID |
|----------------------|-----------------------|--------------|
| Used/See Description | Furniture/Furnishings | FAC230007 |

L-shaped desk as pictured. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

 [View other auctions from Warren County, OH](#)

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

Asset Contact [Tammy May](#) (Phone: 513-695-1463)

Asset Location 430 Justice Dr
Lebanon, Ohio 45036-2384
[Map to this location](#)

Inspection

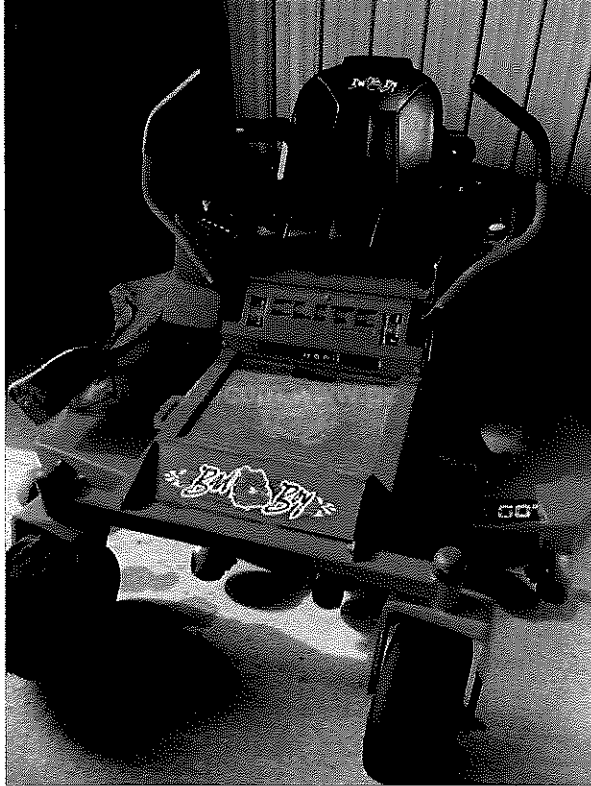
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



60" BAD BOY MOWER

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Mowing Equipment

FAC230008

60" Bad Boy Mower. 582 hours Needs new seat and front tires. Has new break cable. Has a slight oil leak. Mower runs. As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

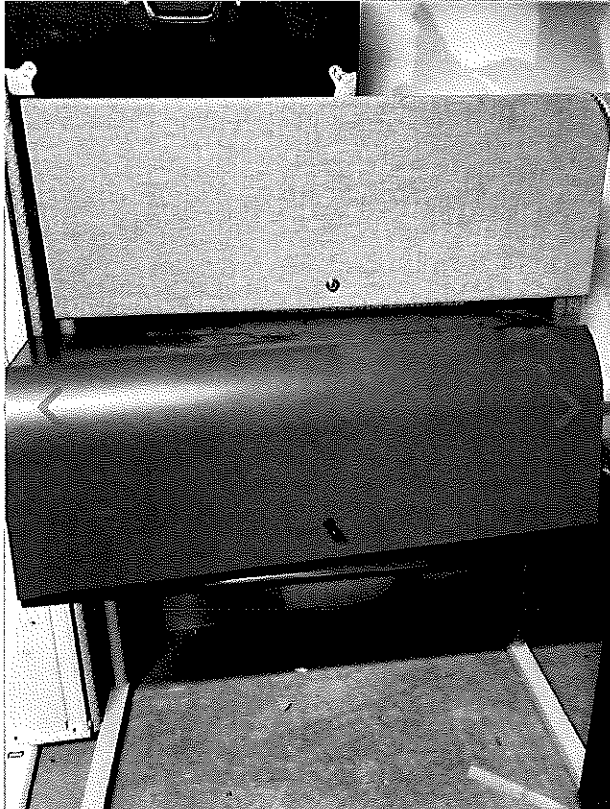
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



4 OVERHEAD CABINETS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC230009

4 Overhead Cabinets. All are 48" long.
As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



MULTIFUNCTIONAL TABLES/DESKS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



| Condition | Category | Inventory ID |
|----------------------|-----------------------|--------------|
| Used/See Description | Furniture/Furnishings | FAC230010 |

This listing is for 6 pieces of tables/desks. Pieces can be used separately or together.

Piece dimensions:

1 piece 23.5" wide, 60" long; 2) 29.5" wide, 60" long; 3) 23.5" sides, 48" long in corner; 4) 23.5" wide, 72" long - 2 pieces; 5) 29.5" wide, 72" long; 6) 23.5" wide, 48" long

As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



2011 Ford F-250 SD

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors



| Year | Make/Brand | Model | VIN/Serial | Miles |
|----------------------|--------------------------------|----------|-------------------|--------|
| 2011 | Ford | F-250 SD | 1FT7X2B68BEC11850 | 55,048 |
| Condition | Category | | Inventory ID | |
| Used/See Description | Trucks, Light Duty under 1 ton | | FAC230011 | |

2011 Ford F-250 SD EXTENDED CAB PICKUP 4-DR, 6.2L V8 OHV 16V.
Gold with grey interior. Cloth seats.

Western plow included.

Has some rust. Truck runs well and is in fair condition.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



3 4-DRAWER FILING CABINETS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC230012

3 4-drawer filing cabinets as pictured.

As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



15 GREEN CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC230013

15 green chairs all like those pictured.
As is.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

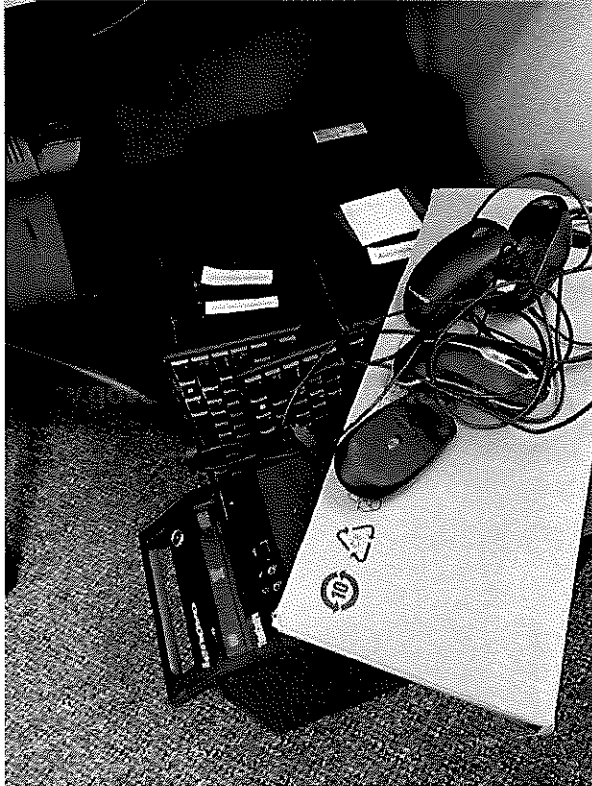
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



Computer equipment

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Make/Brand

Lenovo and Dell

| Quantity | Condition | Category | Inventory ID |
|----------|----------------------|------------------------------------|--------------|
| Lot 1 | Used/See Description | Communication/Electronic Equipment | PLN230001 |

2 Dell towers, 1 Lenovo tower, 3 keyboards (1 new in box), 4 mice.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



computer towers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Quantity | Condition | Category | Inventory ID |
|----------|----------------------|------------------------------------|--------------|
| Lot 1 | Used/See Description | Communication/Electronic Equipment | PLN230002 |

5 computer towers (4 Dell, 1 Lenovo)

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Metal Rolling Cart

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

| Condition | Category | Inventory ID |
|----------------------|---------------------------|--------------|
| Used/See Description | Office Equipment/Supplies | PLN230003 |

Metal Rolling Cart basket size approximately 31X17.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Map or poster frame

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Condition | Category | Inventory ID |
|----------------------|---------------------------|--------------|
| Used/See Description | Office Equipment/Supplies | PLN230004 |

36X47 metal frame to pin posters or maps to.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Assorted Office supplies

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

| Quantity | Condition | Category | Inventory ID |
|----------|----------------------|---------------------------|--------------|
| Lot 1 | Used/See Description | Office Equipment/Supplies | PLN230005 |

1 pamphlet holder, 1 wire file rack, 1 plastic file rack, 1 media holder case, 3 stackable trays 2 large staplers (clogged)

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Metal Coat Rack with hangers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

PLN230006

Metal Coat rack With 4 hangers and top shelf.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



Rolling file carts

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Condition | Category | Inventory ID |
|----------------------|---------------------------|--------------|
| Used/See Description | Office Equipment/Supplies | PLN230007 |

2 rolling file carts. can hold Letter size hanging files or legal size.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Projector Screen

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Condition | Category | Inventory ID |
|----------------------|---------------------------|--------------|
| Used/See Description | Office Equipment/Supplies | PLN230008 |

Projector screen

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

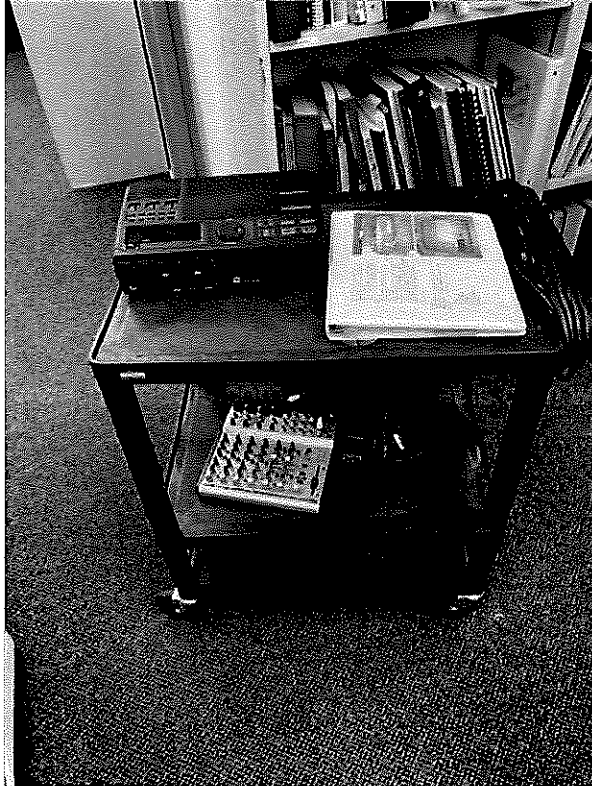
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



Marantz Professional Recorder and Rolling cart

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Quantity | Condition | Category | Inventory ID |
|----------|----------------------|------------------------------------|--------------|
| Lot 1 | Used/See Description | Communication/Electronic Equipment | PLN230009 |

Marantz Professional HD?CD Recorder CDR420, Rolling cart with electric cord and accessories. Also has a User Manual.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

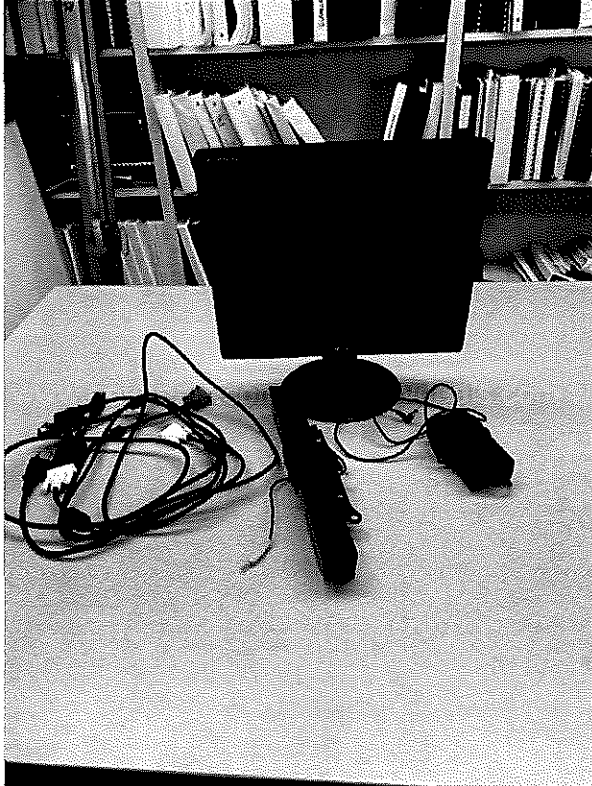
GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



Computer monitor with cords and speaker

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Condition | Category | Inventory ID |
|----------------------|------------------------------------|--------------|
| Used/See Description | Communication/Electronic Equipment | PLN230010 |

Computer monitor with cords and speaker. 13 inch screen

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



Assorted Hanging plastic file holders

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Quantity | Condition | Category | Inventory ID |
|----------|----------------------|---------------------------|--------------|
| Lot 1 | Used/See Description | Office Equipment/Supplies | PLN230011 |

5 plastic hanging file holders (for hanging on cubicles) or walls. 1 plastic clip board

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



8 assorted binder notebooks

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

| Quantity | Condition | Category | Inventory ID |
|----------|----------------------|---------------------------|--------------|
| Lot 1 | Used/See Description | Office Equipment/Supplies | PLN230012 |

8 notebook binders of assorted sizes

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

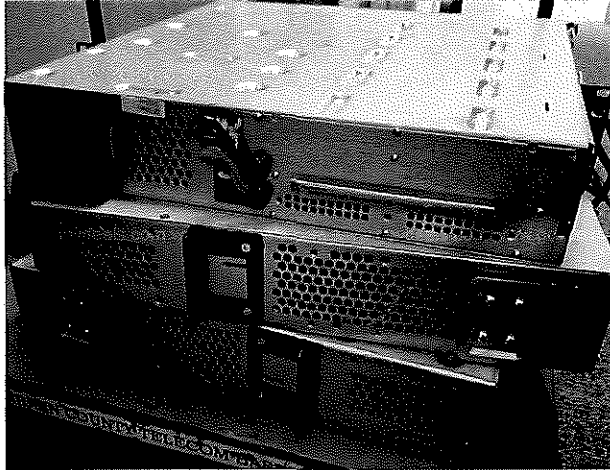
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



3 APC UPS units

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Make/Brand | Model | VIN/Serial | |
|------------|----------------------|--------------------------|--------------|
| APC | SMT 1500RM2U | see below | |
| Quantity | Condition | Category | Inventory ID |
| Lot 1 | Used/See Description | Public Utility Equipment | TEL23009 |

These UPS units are not functioning; Note they shoot sparks and smoke
S/N: AS1647240887 AS1622231570 AS1622231464

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

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

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

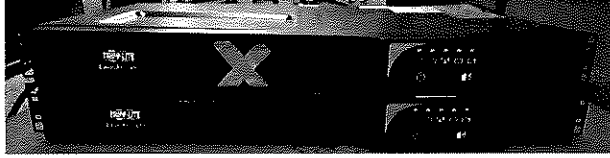
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



2 TrippLite SmartPro UPS units

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

| Make/Brand | Model | VIN/Serial | |
|------------|----------------------|--|--------------|
| TrippLite | SmartPro UPS | 2247NLCSM628400488, 2237NLCSM628401261 | |
| Quantity | Condition | Category | Inventory ID |
| Lot 1 | Used/See Description | Public Utility Equipment | TEL23010 |

These items are not in working condition

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

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

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

Q Inspection

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

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



LOT OF - MONITORS, HARD DRIVES/TOWERS, MONITOR ARMS, KEYBOARDS

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

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



[More Photos](#)

| Condition | Category | Inventory ID |
|----------------------|---------------------------|--------------|
| Used/See Description | Office Equipment/Supplies | WAT230001 |

8-HARD DRIVE/MONITORS (3-OPTIPLEX 790, 1 DELL PRECISION T-7500, 1-THINK CENTRE-MSERIES/CORE IS, 1-OPTIPLEX 3010, 1-OPIPLEX 990, 1 ULTRA) 7-MONITORS- VARIOUS SIZES, (6-DELL, 1-VIEW SONIC) 18-MONITOR STANDS/ARMS 2- KEYBOARD HOLDERS-MOUNTS UNDER DESK 11-KEYBOARD, 2 MOUSE

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals®

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



LOT OF - LASER JET PRINTER, HP OFFICE JET PRINTER & ELECTRIC PUNCH

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

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors



| Condition | Category | Inventory ID |
|----------------------|---------------------------|--------------|
| Used/See Description | Office Equipment/Supplies | WAT230002 |

1-HP LASER JET PRINTER - P4015n 1-GBC ELECTRIC PUNCH 1-HP OFFICE JET PRO 8100

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



LOT OF - 3 SCANNERS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

WAT230003

1-KODAK EL1035 1-KODAK SCANMATE ILL50 1-ANON IMAGE FORMULA DR - C225II

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



DRYING OVEN - THELCO LABORATORY OVEN

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

| Condition | Category | Inventory ID |
|----------------------|----------------------|--------------|
| Used/See Description | Laboratory Equipment | WAT230004 |

THELCO LABORATORY OVERN

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



| | |
|-----------------------|--|
| Seller Name | Warren County, OH |
| Asset Contact | Traci Guthrie (Phone: 513-695-2573) |
| Asset Location | 406 Justice Dr Lebanon, Ohio 45036-2385 Map to this location |

Q Inspection

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

\$ Payment

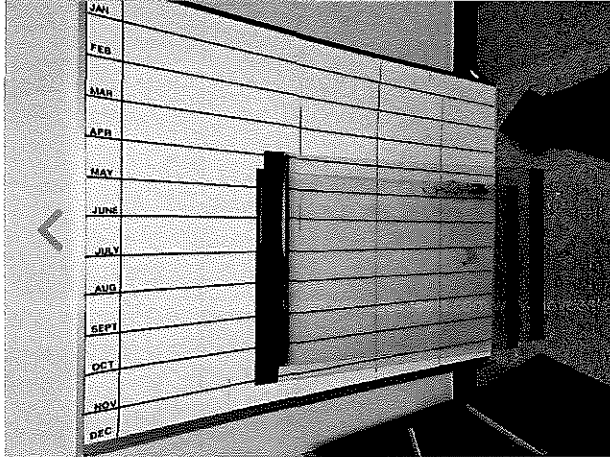
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

GovDeals[®]

A Liquidity Services Marketplace



[Advanced Search](#)



LOT OF - OFFICE SUPPLIES, CHAIR, LAMP, WALL BOARD, AND GLASS COVERS

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

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



| Condition | Category | Inventory ID |
|----------------------|---------------------------|--------------|
| Used/See Description | Office Equipment/Supplies | WAT230005 |

VARIOUS OFFICE SUPPLIES BINDERS, BLACK CHAIR, PENCIL SHARPENER, GOLD LAMP, DESK FILE HOLDERS, GLASS COVER FOR DESK, WALL-WHITE BOARD

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



| | |
|----------------|--|
| Seller Name | Warren County, OH |
| Asset Contact | Traci Guthrie (Phone: 513-695-2573) |
| Asset Location | 406 Justice Dr Lebanon, Ohio 45036-2385 Map to this location |

Q Inspection

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0216

Adopted Date February 21, 2023

ENTER INTO MEMORANDUM OF UNDERSTANDING BETWEEN THIS BOARD AND WARREN COUNTY PORT AUTHORITY RELATIVE TO THE WARREN COUNTY RECORDS COMMISSION

BE IT RESOLVED, to enter into a Memorandum of Understanding between this Board and the Warren County Port Authority relative to the designation of the Warren County Records Commission as the records commission for the Warren County Port Authority; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: C/A—Warren County Port Authority (file)
Jen Haney Conover, Records Center

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WARREN COUNTY BOARD OF COMMISSIONERS
AND
WARREN COUNTY PORT AUTHORITY**

This Memorandum of Understanding (MOU) is entered into this 21 day of February, 2023, between the Warren County Board of Commissioners of 406 Justice Drive, Lebanon, OH, 45036, and the Warren County Port Authority of 406 Justice Drive, Lebanon, Oh 45036.

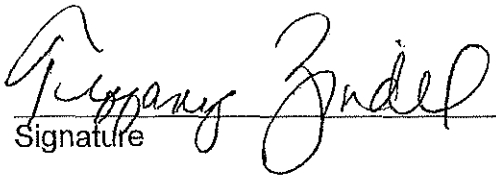
The Warren County Port Authority has requested permission to designate the county records commission as the records commission for the Port Authority. Such a designation authorizes the county records commission to exercise all of the duties and responsibilities of a records commission pursuant to Section 149.38 of the Revised Code. The mutual assent may be marked in an agreement defining the terms and conditions under which the county records commission is to perform public records-related functions, including establishing records retention and destruction schedules, on behalf of the Port Authority.

The County and the Port Authority do hereby enter into a Memorandum of Understanding that the Port Authority shall designate the Warren County Records Commission as the records commission for the Port and the Warren County Records Commission shall exercise all of the duties and responsibilities of the Port Authority's records commission. This relationship will be subject to and governed by all relevant statutes as they currently exist or may be amended.

This MOU shall remain effective unless and until terminated by either party. This MOU may be terminated by either party with thirty (30) days written notice being provided to the other party.

WITNESS:

**WARREN COUNTY
Warren County Port Authority:**



Signature



Signature

Tiffany Zindel, Vice Chair


Greg Sample, Chair

Date: 2.21.23

Date: 2.21.23


ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WARREN COUNTY, OHIO


Tina Osborne, Clerk of the Board


Shannon Jones, President

2.21.23
Date


David G. Young, Vice President


Tom Grossmann, Member

Date: 2.21.23

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 23-0217

Adopted Date February 21, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH WARREN CORRECTIONAL INSTITUTION

BE IT RESOLVED, to approve and authorize the President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the Local Support Agency Memorandum of Understanding with Warren Correctional Institution; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren Correctional Institution
Emergency Services (file)

Local Support Agency Memorandum of Understanding
With
EMA & Warren Correctional Institution (WCI)
January 9, 2023

The Ohio Department of Rehabilitation and Correction Protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During the course of our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

I. Statement of Purpose

The Purpose of this Memorandum of Understanding is to identify resources that can be made available by the Warren County Department of Emergency Services to the Warren Correctional Institution to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident. However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be available at all times.

NOTE: The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

II. Request for Assistance

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at (513) 695-2525 and request the Supervisor or Operator in Charge.
- B. Provide:
 - a. The nature of the Critical Incident
 - b. The assistance needed (type, kind, quantity and time to report).
 - c. The location to which they are to respond.
 - d. The person to whom they are to report to upon arrival.
 - e. A contact name and number.

C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Warren Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

- A. Call Warren Correctional Institution at (513) 932-3388 and request for a Shift Commander in charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).
 - c. The location to which they are to respond.
 - d. The person to whom they are to report to upon arrival.
 - e. A contact name and number.

III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Personnel Resource response by the agency to the prison is as follows:

- 1. Director of Emergency Services
- 2. Emergency Management Operations Manager
- 3. LEPC Coordinator
- 4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Commander

B. The Equipment Resource response by the agency to the prison is as follows:

- 1. 800MHz Radios which include the Marcs and Warren County Systems
- 2. Cellular Telephones

C. The Support Services capabilities of the agency to the prison is as follows:

- 1. Acquisition Resources
- 2. On Scene Resource Coordination
- 3. Communication Coordination with Responders

4. Search & Rescue Coordination
5. Activation of County Emergency Operation Center
6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources

D. The agency utilizes the following radio frequencies:

Warren County operates on a Motorola 800 MHz Trunked Radio System. This is a 15 channel trunking system. There is no specific "Primary Frequency". Warren County's system can be patched into the Ohio MARCS system.

The Local Support Agency resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Support Services capabilities of Warren Correctional to Warren County is as follows:

1. In the need of an emergency evacuation of the Warren County jail, Warren Correctional Institution is able to provide four (4) - twelve (12) passenger transportation vans, and one (1) forty-two (42) passenger HUB bus. The HUB bus will be provided by WCI only if it is not being utilized by the institution at the time of the emergency evacuation.

IV. Prison/ Agency Responsibilities

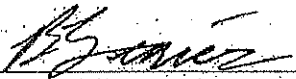
The Incident Commander will designate an individual to coordinate the agency assistance and needs in response to the Critical Incident. This individual will coordinate all security and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support Agencies, a Unified Command structure may be established, and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. In order to maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

V. Annual Review of the Memorandum of Understanding

The Warren Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

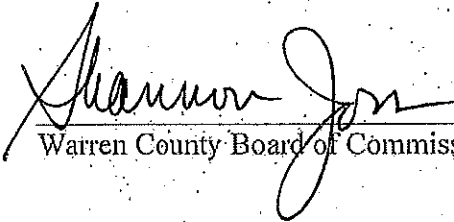
VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and Employees shall not be liable to ODCR, its employees, agents or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.



Lt. Braiden Leazier, CIM Coordinator
Warren Correctional Institution

Date: 01/09/2023



Warren County Board of Commissioners

Date: 2-21-23



Warren County Prosecutor's Office,
Approved as to Form
Adam M. Nice

Date: 1/30/23

Ohio | Department of Rehabilitation & Correction

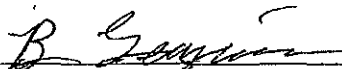
Mike DeWine, Governor
Annette Chambers-Smith, Director

V. Annual Review of the Memorandum of Understanding

The Warren Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and Employees shall not be liable to ODCR, its employees, agents or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.



Lt. Braiden Leazier, CIM Coordinator
Warren Correctional Institution

Date: 01/09/23

Warren County Board of Commissioners

Date:

Warren County Prosecutor's Office

Date:

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0218

Adopted Date February 21, 2023

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN SERVICE AGREEMENT WITH FIRST CHOICE OFFICE COFFEE SERVICE ON BEHALF OF WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES.

BE IT RESOLVED, to authorize the President of the Board to sign service agreement with First Choice Office Coffee Service and Warren County Emergency Services. First Choice Office Coffee Service will be utilized for coffee, supplies, & brewing machine. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc:

Emergency Services (file)



Service Agreement

Install Date: _____
 Re-Sign Date: _____

(check one) New Install Add Location Move Add Equip

COMPANY NAME: Warren County Dept. of Emergency Service
 SHIPPING ADDRESS: 520 Justice Dr Lebanon OH 45036
 OFFICE PHONE: 513-695-1315 WEBSITE: _____

PRIMARY CONTACT: Melissa Abrams TITLE: _____
 PHONE: 513-695-1315
 EMAIL: melissa.abrams@wcoch.net

DECISION MAKER: Same TITLE: _____
 PHONE: _____
 EMAIL: _____

MONTHLY MINIMUM PRODUCT USAGE \$ 0 SERVICE CYCLE: _____
 INSTALLATION FEE \$ 100 WAIVED AT INSTALL?

| EQUIPMENT | INSTALL LOCATION | MTH CHARGE | DATE INSTALLED |
|------------|------------------|------------|----------------|
| FCS Brewer | Kitchen | waived | |
| | | | |
| | | | |
| | | | |

WATER FILTERS:
 TYPE: 1/4 FREQUENCY CHANGED: Check One
 Charge: 1/4 2 times per year 4 times per year
 SANITATION SERVICES: 1/4 2 times per year
 ANNUAL PURITY KIT: 1/4 1 time per year
 PROTECTION PLUS: 1/4 times per year
 WATER BLOCK INSTALLED? YES NO

TERMS & CONDITIONS OF THE SERVICE AGREEMENT

1) The term of this agreement is for 24 months. The agreement will automatically renew at the end of initial term for an additional 12 months unless affirmatively cancelled with 90 days written notice.

2) This agreement may not be cancelled without cause prior to the expiration of the initial term. In the event First Choice fails to perform as set forth in this agreement, Company shall provide First Choice with written notice, specifying nature and extent of the deficiencies and demanding cure. If such deficiency is not cured within thirty (30) days following date of such notice, then company may terminate this Agreement for default by thirty (30) days written notice at the end of such cure period.

3) First choice shall retain title to all equipment during the term of this agreement. At no time will any of said equipment be disconnected, replaced, or moved in any manner, by any service or person except authorized First choice service personnel.

4) Invoices will be paid in full within 30 days of receipt of Invoice. All unpaid invoices over 30 days are subject to 1.5% interest per month or 18% per annum.

5) All product used with the equipment must be purchased from First Choice.

6) All plumbing connections installed by First Choice to its equipment are the property of the Company and Company assumes all risk and liability thereof 30 days after the install date above.

First Choice recommends the installation of a Water Block valve for leak prevention for a one time cost, including installation of \$ n/a. If Company declines the use of Water Block, Company waives all claims against First Choice for, and assumes the risk of, any associated leak.

Initial Here to Decline Water Block n/a

7) The price for coffee as specified on this agreement shall not be increased during the initial term hereof, except to the extent of an actual price increase to First Choice from its coffee suppliers.

8) In installation charges are waived by First Choice at time of installation and Company terminates this agreement at any time prior to current expiration date, with or without cause, then installation charges as stated above hereof are due and payable immediately.


9) Company will maintain the equipment in good and sanitary condition. If equipment is damaged, destroyed or lost by fire, theft, or any other cause, Company shall pay First Choice the full replacement cost of the equipment.

1a) In the event company sells, transfers or assigns any interest in company, this Agreement shall insure to the benefit and be binding upon its transferee, assignee, or successor-in-interest. First choice may assign, sell or transfer its interest in this Agreement without consent of the company.

| | |
|---|---|
| SALES REP ON BEHALF OF FIRST CHOICE: Eric Beck <i>Eric Beck</i> | <input checked="" type="checkbox"/> AUTHORIZED SIGNATURE: <i>Sharon Jones</i> PRINT NAME: Sharon Jones TITLE: President DATE: 2-21-23 |
| DATE: 2/2/23 <i>2/8/23</i> | I hereby represent that I am authorized to enter into this agreement on behalf of customer. I accept all terms & conditions of this agreement. |
| Mgr. Approval: DATE: | |

APPROVED AS TO FORM

Derek B. Faulkner
Derek B. Faulkner
Asst. Prosecuting Attorney

| | | |
|--|--------------------------------------|---------------------------|
| CUSTOMER PAYMENT INFORMATION SHEET | | BRANCH: <u>Cincinnati</u> |
| CUSTOMER NAME: ADDRESS: ADDRESS: TELEPHONE NUMBER: ACCOUNTS PAYABLE CONTACT: ACCOUNTS PAYABLES EMAIL: | PAYMENT TERMS: NET 30 DAYS | |
| PREFERRED PAYMENT METHOD PLEASE SELECT ONE: | | |
| <input checked="" type="checkbox"/> CHECK Remit to Address: <u>First Choice Coffee Services</u> | | |
| <input type="checkbox"/> ACH/EFT PAYMENT | | |
| Vendor CORPORATE Name: <u>DAIOHS USA, INC. (DBA First Choice Coffee Services)</u> Bank Name: <u>MUFG Union Bank, N.A.</u> Bank Address: <u>1980 Saturn Street, Monterey Park, CA 91755</u> Bank Routing (ABA) Number: <u>122000496 (ABA)</u> Bank Account Number: _____ Swift Code: <u>BOFCUS33MPK (INT'L WIRES)</u> Contact: _____ ACH/EFT Payment Remit to Email: _____ | | |
| <input type="checkbox"/> CREDIT CARD <small>2% processing fee may apply*</small> Credit Card Type - Select One: <input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> AMEX <input type="checkbox"/> DISCOVER Name on the Card: _____ Credit Card Number: _____ Expiration Date: _____ SIC Code: _____ Authorized By: _____ | | |
| <input type="checkbox"/> 3rd Party or Mgmt Agent Name of Mgmt Company: _____ Applicable Information Needed: _____ _____  | | |

Resolution

Number 23-0219

Adopted Date February 21, 2023

AUTHORIZE ACCEPTANCE OF QUOTE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR CENTRAL SQUARE REHOST PROJECT

WHEREAS Central Square will Rehost operating systems to a new host and install the new operating systems upgrade to meet current security standards per the attached quote# Q-106385 dated January 5, 2023, for Warren County Telecommunication; and

NOW THEREFORE BE IT RESOLVED, to accept above mentioned quote from Central Square on behalf of Warren County Telecommunications as attached hereto and a part hereof.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Central Square
Telecom (file)



SALES ORDER PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Warren County, OH ("Client") and TriTech Software Systems, a CentralSquare Technologies company ("TriTech"), and shall be effective as of the date of the last signature herein.

Quote Number: Q-106385 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Services

- 50% due upon execution of this Sales Order
- 50% due upon completion of Services

Payment due in full 30 days from date of invoice.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: System Purchase Agreement dated and signed December 22nd, 2015 (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide TriTech with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to TriTech shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay TriTech in a timely fashion.

Insurance Requirements. Central Square shall provide liability insurance coverage as follows:

Central Squarer shall carry Commercial General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. [if applicable] Central Square shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Central Square further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Central Square shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Commercial General Liability coverage, Warren County shall be included as an additional insured with the same primary coverage as the principal insured – no policy of Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

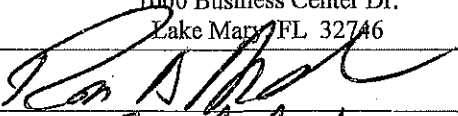
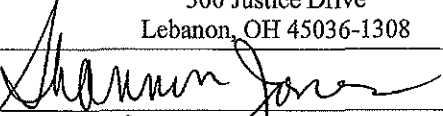
Central Square shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set

forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Notice of cancellation will be provided in accordance with policy provisions. Central Square shall also deliver to Warren County, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

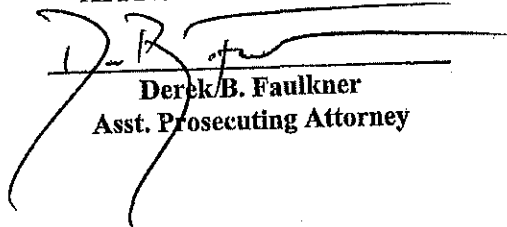
Central Square shall carry statutory worker's compensation insurance as required by law and shall provide Warren County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

| Thatch Software Systems | Warren County |
|---|--|
| 1000 Business Center Dr. Lake Mary, FL 32746 | 500 Justice Drive Lebanon, OH 45036-1308 |
| By:  | By:  |
| Print Name: Ron A Anderson | Print Name: Shannon Jones |
| Print Title: Chief Sales Officer | Print Title: President |
| Date Signed: 2/14/23 | Date Signed: 2.21.23 |

APPROVED AS TO FORM


Derek B. Faulkner
 Asst. Prosecuting Attorney



Quote prepared on:
January 05, 2023

Quote prepared by:
Garrett Reinhart
garrett.reinhart@centralsquare.com

Quote #: Q-106385
Primary Quoted Solution: PSJ Enterprise
Subsidiary: Tritech Software Systems
Quote expires on: February 28, 2023

Quote prepared for:
Gary Estes
Warren County
500 Justice Drive
Lebanon, OH 45036-1308
(513) 695-1810

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

| DESCRIPTION | TOTAL |
|--|-----------------------|
| 1. Public Safety Development Services - Fixed Fee | 21,450.00 |
| 2. Public Safety GIS/Analytics Services - Fixed Fee | 8,580.00 |
| 3. Public Safety Project Management Services - Fixed Fee | 38,220.00 |
| 4. Public Safety Technical Services - Fixed Fee | 160,680.00 |
| Services Total | 228,930.00 USD |

QUOTE SUMMARY

| | |
|--------------------------|-----------------------|
| Services Subtotal | 228,930.00 USD |
| Quote Subtotal | 228,930.00 USD |

Quote Total **228,930.00 USD**

WHAT ARE THE RECURRING FEES?

| TYPE | AMOUNT |
|-------------------------------|--------|
| FIRST YEAR MAINTENANCE TOTAL | 0.00 |
| FIRST YEAR SUBSCRIPTION TOTAL | 0.00 |

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____



Summary of Services

Project: Warren County, OH, Enterprise Rehost.

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services.

The following Servers will be rehosted from their current Operating Systems and SQL Server Versions to the latest supported Operating Systems and SQL Server versions for the products:

| Server Name | Function | Environment | Notes |
|--------------|-------------------------|-------------|------------------|
| ArcServe | CAD - Interface Server | DR | ArcServ Console |
| WCCADDR | CAD-DR\HSB | DR | CAD DR. |
| WCAPI01 | CAD - API Server | Production | |
| WCAPI02 | CAD - API Server | Production | |
| WCARM01 | IQ Crimeview - Import | Production | |
| WCCAD | CAD - SQL\DB | Production | |
| WCCAD2CAD | CAD - Interface Server | Production | Tellus CAD-CAD |
| WCCADBRWS | CAD - Web\Browser | Production | |
| WCCADINT01 | CAD - Interface Server | Production | Paging, ANI\ALI |
| WCCADINT02 | CAD - Interface Server | Production | CAD2EXT; MCC7500 |
| WCCADINTZOLL | CAD - Interface Server | Production | CAD2EXT |
| WCCADM0BILE | Mobile - Server | Production | |
| WCCADREPORT | CAD - Archive\Reporting | Production | |



| | | | |
|----------------|-------------------------|------------|--|
| WCCADROUTING | Routing Server | Production | |
| WCCADROUTING02 | Routing Server | Production | Redundant Routing |
| WCCADWEB | CAD - Web\Browser | Production | |
| WCCIM | CIM | Production | |
| WCFO01 | Field Ops Server | Production | |
| WCJAIL | Jail 5 - SQL | Production | |
| WCJAILAPP | Jail 5 - App | Production | |
| WCJAILINT | Jail 5 - I/F | Production | ICS Publisher, Keefe Publisher, Livescan Publisher, Roster Publisher, Correct Care Publisher, VINE to APRISS |
| WCRMS | RMS - Classic | Production | |
| WCRMSASH01 | RMS ASH Server | Production | |
| WCRMSIIS | RMS - SQL / Web UI | Production | |
| WCRMSINT | RMS - Interface Server | Production | Livescan, NDEX, DMV, Ecitation, Accdnt |
| WCRMSSearch01 | RMS - Elastic Search | Production | |
| WCRMSWEB | RMS Web SQL | Production | |
| WCTTMS | TTMS\Proxy | Production | |
| TSTAPI01 | CAD - API Server | Test | |
| TSTCAD | CAD - SQL\DB | Test | |
| TSTCAD2CAD | CAD - Interface Server | Test | Tellus CAD-CAD |
| TSTCADBRWS | CAD - Web\Browser | Test | |
| TSTCADINT01 | CAD - Interface Server | Test | Paging, ANI\ALI |
| TSTCADINT02 | CAD - Interface Server | Test | CAD2EXT, MCC7500 |
| TSTCADINTZOLL | CAD - Interface Server | Test | CAD2EXT |
| TSTCADMOBILE | Mobile - Server | Test | |
| TSTCADREPORT | CAD - Archive\Reporting | Test | |
| TSTCADROUTING | Routing Server | Test | |



| | | | |
|---------------|-------------------------|----------|---|
| TSTCADWEB | CAD - Web\Browser | Test | |
| TSTCIM | CIM | Test | |
| TSTJAIL | Jail 5 - SQL | Test | |
| TSTJAILAPP | Jail 5 - App | Test | |
| TSTJAILINT | Jail 5 - I/F | Test | Replicate Production Jail Interfaces to new endpoints |
| TSTRMS | RMS Classic | Test | |
| TSTRMSASH01 | RMS - SQL / Web UI | Test | |
| TSTRMSIIS | RMS - IIS | Test | |
| TSTRMSINT | RMS - Interface Server | Test | Replicate Production RMS Interfaces to new endpoints |
| TSTRMSSEARCH | RMS - Elastic Search | Test | |
| TSTRMSWEB | RMS - Web SQL | Test | |
| TSTTTMS | TTMS\Proxy | Test | |
| TRNAPI01 | CAD - API Server | Training | |
| TRNCAD | CAD - SQL\DB | Training | |
| TRNCADBRWS | CAD - Web\Browser | Training | |
| TRNCADINT | CAD - Interface Server | Training | |
| TRNCADINT02 | CAD - Interface Server | Training | |
| TRNCADINTZOLL | CAD - Interface Server | Training | |
| TRNCADMObILE | Mobile - Server | Training | |
| TRNCADREPORT | CAD - Archive\Reporting | Training | |
| TRNCADROUTING | Routing Server | Training | |
| TRNCADWEB | CAD - Web\Browser | Training | |
| TRNCIM | CIM | Training | |
| TRNJAIL | Jail 5 - SQL | Training | |
| TRNJAILAPP | Jail 5 - App | Training | |
| TRNJAILINT | Jail 5 - I/F | Training | Replicate Production Jail Interfaces to new endpoints |



| | | | |
|--------------|------------------------|----------|--|
| TRNRMS | RMS - Classic | Training | |
| TRNRMSASH01 | RMS - Ash Server | Training | |
| TRNRMSIIS | RMS - IIS | Training | |
| TRNRMSINT | RMS - Interface Server | Training | Replicate Production RMS Interfaces to new endpoints |
| TRNRMSSEARCH | RMS - Elastic Search | Training | |
| TRNRMSWEB | RMS Web SQL | Training | |
| TRNTTMS | TTMS\Proxy | Training | |

Planning:

CentralSquare will host a planning meeting between the Technical Services staff and the Client’s subject matter experts (IT staff, Operations staff and/or Client Project Manager). CentralSquare will provide a detailed plan for the rehost operation and review with the Client. This planning phase may introduce scale out (or scale-in) operations to servers and databases for performance, efficiency or SQL licensing gains.

Staging:

CentralSquare will perform verification on all servers once the Client has created and provided access to them. CentralSquare will install SQL Server on new servers which require SQL Server. CentralSquare will install CentralSquare applications on the new servers and migrate some configuration prior to Go Live.

CentralSquare to install and configure ArcServ for CAD database DR

Interfaces:

CentralSquare Engineering to assist with the migration of Records and Jail Enterprise Interfaces. Engineering will assess each interface, its configuration, and systems it is tied to. Engineering will re-install each one individually in a new environment and test the interface. Testing will be coordinated for each interface to confirm that the install and configuration was successful.

CAD Production Interfaces will be tested by the Technical Services Interface Team.

A goal of this project will be to replicate all interfaces from Production to the Test and Training environment. Where the third parties have a Test or Training end point these are to be used for these instances of the Interfaces.

Go Live:

CentralSquare in conjunction with the client will migrate each new server into production in turn according to the project plan. CentralSquare will migrate databases to the new SQL Instances as part of this operation. CentralSquare will migrate configuration and Interfaces as part of this operation.



Post Go Live:

CentralSquare Technical Services Engineers to assist client in a Failover test of the Production system and a fail back to production.

CentralSquare Technical Services Engineers to update CentralSquare documentation with all new Operating System, SQL version and configuration data.

Note for Disaster Recovery SQL Server protected systems the SQL Server version of Production must match the SQL Server version of the DR site.

Note: In some cases, SQL Server versions must match between certain server groups – example of these being SQL Replication partners, SQL Server versions per product across installed instances (i.e., Production and Test must match for refresh purposes), SQL Server versions for integrated products within a product line (i.e., Enterprise Classic and Enterprise Web RMS), SQL Cluster nodes\Availability Groups.

Note - Product upgrades may be required to move to the latest supported Operating System and SQL Server versions. For older versions of software on 32-bit operating systems, or for certain version upgrades there is the potential for multiple rehost and upgrade operations to migrate to the latest supported Operating System and SQL Version.

Note - Active Directory, Jump Servers and Hypervisor servers are not included in this scope unless explicitly contracted for. It is expected that these will be migrated or replaced by the Client.

Assumptions and Client Responsibilities

- Implementation will be carried out remotely during CentralSquare's regular business hours unless specifically noted in Services Scope.
- Services are proposed for delivery during normal business hours. To ensure the success of every project and availability of support resources from Central Square and various third party vendors, which vary from site to site, certain limitations are imposed, and a specific definition of business hours is defined. For the purpose of scheduling such activities, business hours are defined as 9am-5pm EST, Monday thru Friday, excluding holidays. Services outside of normal business hours shall be scheduled between the hours of 5pm EST Monday and be completed no later than 5pm EST Thursday and incurs additional costs. Delivery of all services will be scheduled to avoid all client, Central Square and/or nationally recognized holidays.
- Client to supply hardware, virtualization software, Operating System licensing, SQL Server licensing and licensing of any other third party hardware or software not specifically listed in the quote or Services Scope.
- Client to install hardware, create virtual machines and install Operating Systems unless specified as a CentralSquare or partner responsibility in the quote or Services Scope.
- Client will maintain remote connectivity to the site either through CentralSquare's preferred remote connectivity solution, or a mutually agreed upon alternative.
- CentralSquare staff will be permitted console access to all servers.
- CentralSquare staff will be permitted SQL administrator access to all database instances.



- Client will adhere to minimum specifications and disk space recommendations and guidelines as documented in the System Planning Guide and the client-specific specifications documented by the CentralSquare project team as a project artefact.
- Client to ensure any client-installed third party software (for example utilities for backups, antivirus) are certified to operate on the new operating system.
- Client will be responsible for any physical connections to the servers such as serial interface connections.
- Client to run all Windows Critical and Important Updates on all new servers.
- Client to add all servers to the Client's domain and ensure the CentralSquare Console account has local administrative rights on all servers.
- During the staging process no new builds or configuration changes are recommended in any environment to be rehosted. If necessary, changes are to be coordinated through the Project Manager as well as Client Support. Some changes may require a Change Order to the project.

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Resolution

Number 23-0220

Adopted Date February 21, 2023

AUTHORIZE THE TELECOMMUNICATIONS DEPARTMENT TO INITIATE CONTRACT NEGOTIATIONS WITH CBTS TECHNOLOGY SOLUTIONS LLC FOR ENTERPRISE BACKUP SYSTEM FOR WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, pursuant to Resolution #22-1756, adopted November 22, 2022, this Board issued a request for proposals for Enterprise Backup System relative to Warren County Telecommunications; and

WHEREAS, on or before December 12, 2022, the Telecommunications Department received five (5) sealed proposals; and

WHEREAS, based on rankings by Gary Estes, Deputy Director, the Telecommunications Department requests authorization to begin negotiations with the top ranked vendor, CBTS Technology Solutions LLC; and

NOW THEREFORE BE IT RESOLVED, to authorize the Telecommunications Department to begin negotiations with CBTS Technology Solutions, LLC for Enterprise Backup System for Warren County Telecommunications.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0221

Adopted Date February 21, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/14/23 and 2/16/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

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

Resolution

Number 23-0222

Adopted Date February 21, 2023

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH CANDLESTONE, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CANDLESTONE, PHASE 2B SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT


| | | |
|---------------|---|----------------------------------|
| Bond Number | : | 23-003 (W/S) |
| Development | : | Candlestone, Phase 2B |
| Developer | : | Candlestone LLC |
| Township | : | Deerfield |
| Amount | : | \$8,877.30 |
| Cashier Check | : | Heritage Bank (Check No. 002388) |

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: John Candle Homes, LLC, 7556 Central Parke Blvd., Mason, OH 45040
OMB – J. Stilgenbauer
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

23-003(w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Candlestone, LLC
_____ (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
_____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Candlestone
Deerfield Subdivision, Section/Phase 2B (3) (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is 88,773
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
0; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide performance security to the County Commissioners in the sum
of 8,877.30 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the minimum performance security shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 8,877.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Candlestone
7556 Central Parke Blvd
Mason OH 45040
Ph. (513) 492-9636

D. To the Surety:

Ph. (_____) _____

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

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

- Certified check or cashier's check (attached) (CHECK # HERITAGE BANK 002388)
- Original Letter of Credit (attached) (LETTER OF CREDIT # _____)
- Original Escrow Letter (attached)
- Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

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

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

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

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

DEVELOPER:

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

SIGNATURE: *Rick Seitz*

PRINTED NAME: Rick Seitz

TITLE: OWNER

DATE: _____

SURETY:

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

SIGNATURE: N/A

PRINTED NAME: N/A

TITLE: _____

DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0222, dated 2-21-23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Sharon Jones


TITLE: President

DATE: 2-21-23

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR
Adam M. Nice, A.P.A.

Key:

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

Sewer & water - revised
Candlestone phase 2B
Deerfield Township
11 lots

Water - Warren County

| | |
|--------------------------|--------|
| 8" water | 52,473 |
| 8" water valve (3) | 0 |
| fire hydrant (1) 6" | 7,500 |
| Service branch (12) | 21,600 |
| Remove Temp fire hydrant | 2,500 |
| Tie into existing main | 3,500 |
| Inspection fees | 1,200 |

SUBTOTAL 88,773

Total
10% maintenance Bond amount 8,877.30

Resolution

Number 23-0223

Adopted Date February 21, 2023

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH JOHN CANDLE HOMES FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CANDLESTONE, PHASE 2B SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

| | | |
|----------------|---|-----------------------------|
| Bond Number | : | 23-001 (P/S) |
| Development | : | Candlestone, Phase 2B |
| Developer | : | John Candle Homes |
| Township | : | Deerfield |
| Amount | : | \$39,868.28 |
| Surety Company | : | Heritage Bank Check #002371 |

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
OMB – J. Stilgenbauer
Bond Agreement file
Engineer (file)

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

23-001 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between JOHN CANDLE HOMES
_____ (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
_____ (2) (hereinafter the "Surety").

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is 199,341.41,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
28,248.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of 39,868.28 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 39,868.28 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

JOHN CANDLE HOMES, LLC
7556 CENTRAL PARKE BLVD
MASON, OH 45040

Ph. (513) 492 - 9636

D. To the Surety:

Ph. (_____) _____

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

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

- Certified check or cashier's check** (attached) (CHECK # 002371)
- Original Letter of Credit** (attached) (LETTER OF CREDIT # _____)
- Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

DEVELOPER:

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

SIGNATURE: *Rick Seitz*

PRINTED NAME: RICK SEITZ

TITLE: OWNER

DATE: 1/18/2023

SURETY:

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0223, dated 2-21-23.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 2-21-23

RECOMMENDED BY:

By: Neil F. Turnison / NFW
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Adam M. Nice
COUNTY PROSECUTOR
Adam M. Nice, A.P.A.

Key:

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

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

Resolution

Number 23-0224

Adopted Date February 21, 2023

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH PARKWAY INVESTMENT PARTNERS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN DISTRICT AT DEERFIELD, PHASE 3 SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

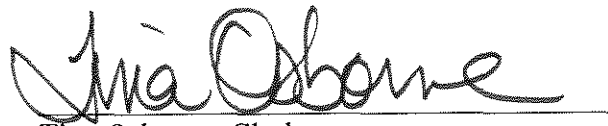
| | | |
|----------------|---|---|
| Bond Number | : | 23-002 (P/S) |
| Development | : | District at Deerfield, Phase 3 |
| Developer | : | Parkway Investment Partners, LLC |
| Township | : | Deerfield |
| Amount | : | \$1,694,053.68 |
| Surety Company | : | Travelers Casualty and Surety Co. of America (107662573) and Federal Insurance Co. (K41630772) |

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Messer Construction Co.
Surety Company
Bond Agreement file
Engineer (file)

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of 260,623.64 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Parkway Investment Partners, LLC
9545 Kenwood Road, Suite 401
Cincinnati, Ohio 45242
Ph. (513) 984 - 5360

With a copy to:

Messer Construction Co.
643 West Court Street
Cincinnati, Ohio 45203
Attn: Brian Doyle

D. To the Surety:

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183 and

Federal Insurance Company

202B Halls Mill Road
Whitehouse Station, NJ 08889

Ph. (216) 643 2435
513 651 - 6013

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

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

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

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

_____ **Original Escrow Letter** (attached)

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

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

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

DEVELOPER:

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

SIGNATURE: 

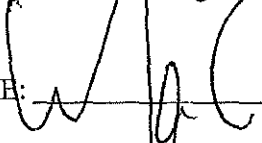
PRINTED NAME: Harold R. Silverman

TITLE: Manager

DATE: 2/13/2023

SURETY:

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

SIGNATURE: 

PRINTED NAME: Robert E. Gigax, Jr.

TITLE: Attorney-In-Fact

DATE: 2/13/2023

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0224, dated 2-21-23.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Shawn Jones

TITLE: President

DATE: 2-21-23

RECOMMENDED BY:

By: 

COUNTY ENGINEER

APPROVED AS TO FORM:

By: 

COUNTY PROSECUTOR

Key:

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

CO-OBLIGEE SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RIDER

STREETS AND APPURTENANCES (including Sidewalks)

Security Agreement No. Travelers Bond No. 107662573 And Federal Bond No. K41630772

This Rider is executed concurrently with and shall be attached to and form a part of Subdivision Public Improvement Performance and Maintenance Security Agreement (hereinafter the "Agreement").

WHEREAS, on or about the 13th day of February, 2023, Parkway Investment Partners, LLC (hereinafter the "Developer"), entered into an agreement with the Warren County Board of County Commissioners (hereinafter the "County Commissioners") for Streets and Appurtenances (including Sidewalks) in District at Deerfield Subdivision, Section/Phase Three situated in Deerfield Township, Warren County, Ohio; and

WHEREAS, Developer is required to provide a Surety Bond (hereinafter the "Bond") and the Developer has requested that the Warren County Port Authority be named as a Co-Obligee under the Bond; and

WHEREAS, Developer and Travelers Casualty and Surety Company of America and Federal Insurance Company (hereinafter the "Surety") have agreed to execute and deliver this Rider in conjunction with the Bond.

NOW, THEREFORE, the undersigned hereby agree and stipulate that the Warren County Port Authority shall be added to said Bond as a Co-Obligee.

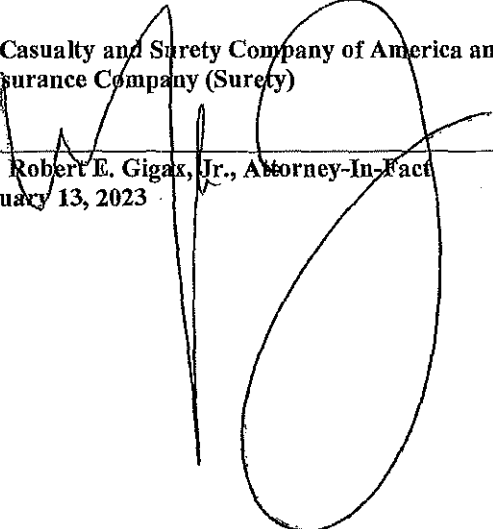
IN EXECUTION WHEREOF, the Developer and the Surety have caused this Rider to be executed on the date stated below.

Parkway Investment Partners, LLC (Developer)

Signature: 
Harold R. Silverman, Manager

Date: February 13, 2023

Travelers Casualty and Surety Company of America and Federal Insurance Company (Surety)

Signature: 
Robert E. Gigax, Jr., Attorney-In-Fact

Date: February 13, 2023

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Rider to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0223, dated 2-21-23.

Warren County Board of County Commissioners

Signature: [Handwritten Signature]

Printed Name: Sharon Jones

Title: President

Date: 2-21-23

RECOMMENDED BY:

By: [Handwritten Signature: Neil F. Tunison]
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Handwritten Signature: Bonnie A. McHenry]
COUNTY PROSECUTOR



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert E. Gigax Jr.** of **CINCINNATI** Ohio, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut
 City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of February, 2023



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Robert E. Gigax Jr., Shelly M. Martin, Phyllis T. Neal and Thomas B. Thelen of Cincinnati, Ohio -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 6th day of May, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 6th day of May, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 13th day of February, 2023.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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

Ohio Department of Insurance

Mike DeWine - Governor
Judith French - Director



Certificate of Compliance

Issued 03/07/2022

Effective 04/02/2022

Expires 04/01/2023

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$5,000,059,915, liabilities in the amount of \$2,881,598,277, and surplus of at least \$2,118,461,638.

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

Handwritten signature of Judith L. French in black ink.

Judith French, Director



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

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/08/2022

Effective 04/02/2022

Expires 04/01/2023

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

FEDERAL INSURANCE COMPANY

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

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Fire

Glass

Group Accident & Health

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$18,087,070,097, liabilities in the amount of \$13,451,094,368, and surplus of at least \$4,635,975,729.

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

Handwritten signature of Judith L. French in black ink.

Judith French, Director



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2021

CAPITAL STOCK \$ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|--|------------------|---|------------------|
| BONDS | \$ 4,178,693,671 | LOSSES | \$ 1,122,815,478 |
| STOCKS | 114,786,486 | REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES | 695,864 |
| CASH AND INVESTED CASH | 236,770,155 | LOSS ADJUSTMENT EXPENSES | 159,285,563 |
| OTHER INVESTED ASSETS | 4,526,223 | COMMISSIONS | 36,618,399 |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS | 4,589,444 | OTHER EXPENSES | 36,401,381 |
| INVESTMENT INCOME DUE AND ACCRUED | 36,933,276 | TAXES, LICENSES AND FEES | 12,207,838 |
| PREMIUM BALANCES | 801,257,638 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 8,767,186 |
| REINSURANCE RECOVERABLE | 54,828,629 | UNEARNED PREMIUMS | 1,167,693,732 |
| NET DEFERRED TAX ASSET | 56,521,569 | ADVANCE PREMIUM | 964,295 |
| RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES | 33,124,477 | POLICYHOLDER DIVIDENDS | 13,993,267 |
| OTHER ASSETS TRI-PARTY / TAX CREDIT BONDS | 1,436,195 | CEDED REINSURANCE NET PREMIUMS PAYABLE | 70,509,295 |
| OTHER ASSETS | 1,943,189 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 52,326,253 |
| | | REMITTANCES AND ITEMS NOT ALLOCATED | 15,935,338 |
| | | PROVISION FOR REINSURANCE | 7,930,280 |
| | | PAYABLE FOR SECURITIES | 14,986,150 |
| | | PAYABLE FOR SECURITIES LENDING | 4,589,444 |
| | | ESCHEAT LIABILITY | 814,973 |
| | | RETROACTIVE REINSURANCE RESERVE ASSUMED | 798,263 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 1,810 |
| | | TOTAL LIABILITIES | \$ 2,716,318,809 |
| | | CAPITAL STOCK | \$ 6,480,000 |
| | | PAID IN SURPLUS | 433,803,760 |
| | | OTHER SURPLUS | 1,868,809,262 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | \$ 2,809,092,022 |
| TOTAL ASSETS | \$ 5,025,410,831 | TOTAL LIABILITIES & SURPLUS | \$ 5,025,410,831 |

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

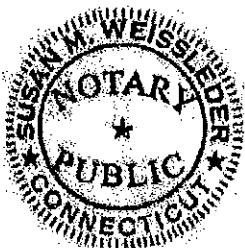
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2021.

Michael J. Doody
 VICE PRESIDENT - FINANCE

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 20TH DAY OF AUGUST, 2021

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2022



FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
 December 31, 2021
 (in thousands)



| ASSETS | | LIABILITIES AND SURPLUS TO POLICYHOLDERS | |
|---|-----------------------------|---|----------------------------|
| Cash and Short Term Investments | \$ (567,306) | Outstanding Losses and Loss Expenses | \$ 8,701,383 |
| United States Government, State and Municipal Bonds | 4,271,534 | Reinsurance Payable on Losses and Expenses | 1,484,166 |
| Other Bonds | 5,994,673 | Unearned Premiums | 2,400,711 |
| Stocks | 675,588 | Ceded Reinsurance Premiums Payable | 366,332 |
| Other Invested Assets | <u>1,647,712</u> | Other Liabilities | <u>498,472</u> |
| TOTAL INVESTMENTS | <u>12,022,201</u> | TOTAL LIABILITIES | <u>13,451,094</u> |
| | | | |
| Investments in Affiliates: | | Capital Stock | 20,980 |
| Great Northern Ins. Co. | 414,838 | Paid-in Surplus | 2,711,474 |
| Vigilant Ins. Co. | 354,686 | Unassigned Funds | <u>1,903,522</u> |
| Chubb Indemnity Ins. Co. | 183,242 | SURPLUS TO POLICYHOLDERS | <u>4,635,976</u> |
| Chubb National Ins. Co. | 190,801 | | |
| Other Affiliates | 116,373 | | |
| Premiums Receivable | 1,728,653 | | |
| Other Assets | <u>3,078,466</u> | | |
| | | | |
| TOTAL ADMITTED ASSETS | <u>\$ 18,087,070</u> | TOTAL LIABILITIES AND SURPLUS | <u>\$18,087,070</u> |

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2021. Investments with a carrying value of \$509,085,162 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2021.

Sworn before me this March 16, 2022


 Senior Vice President

 Notary Public

September 19, 2023
 My commission expires

Commonwealth of Pennsylvania - Notary Seal
 Jaime L. Yates, Notary Public
 Philadelphia County
 My commission expires September 19, 2023
 Commission number 1357070
 Member, Pennsylvania Association of Notaries

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

Resolution

Number 23-0225

Adopted Date February 21, 2023

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH PARKWAY INVESTMENT PARTNERS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE DISTRICT AT DEERFIELD, PHASE 3 SITUATED IN DEERFIELD TOWNSHIP

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

AGREEMENT

| | | |
|----------------|---|----------------------------------|
| Bond Number | : | 23-004 (W/S) |
| Development | : | District at Deerfield, Phase 3 |
| Developer | : | Parkway Investment Partners, LLC |
| Township | : | Deerfield |
| Amount | : | \$417,014.00 |
| Surety Company | : | Travelers [Bond 107662574] |

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: Parkway Investment Partners, LLC; 9545 Kenwood Rd, Ste 401, Cincinnati, OH 45242
Messer Construction Co.; 643 West Court St, Cincinnati, OH 45203 Attn: Brian Doyle
Travelers Casualty and Surety Co. of America, One Tower Square, Hartford, CT 06183
Bond Agreement file
Water/Sewer (file)

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

Travelers Bond No. 107662574

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Parkway Investment Partners, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Travelers Casually and Surety Company of America (2) (hereinafter the "Surety").

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$320,780.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$320,780.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$417,014.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$32,078.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

With a copy to:

| | |
|---|-------------------------|
| <u>Parkway Investment Partners, LLC</u> | Messer Construction Co. |
| <u>9545 Kenwood Road, Suite 401</u> | 643 West Court Street |
| <u>Cincinnati, Ohio 45242</u> | Cincinnati, Ohio 45203 |
| | Attn: Brian Doyle |
| Ph. (<u>513</u>) <u>984</u> - <u>5360</u> | |

D. To the Surety:

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

Ph. (216) 643 - 2435

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

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

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

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

___ **Original Escrow Letter** (attached)

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

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

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

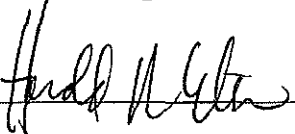
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

DEVELOPER:

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

SIGNATURE: 

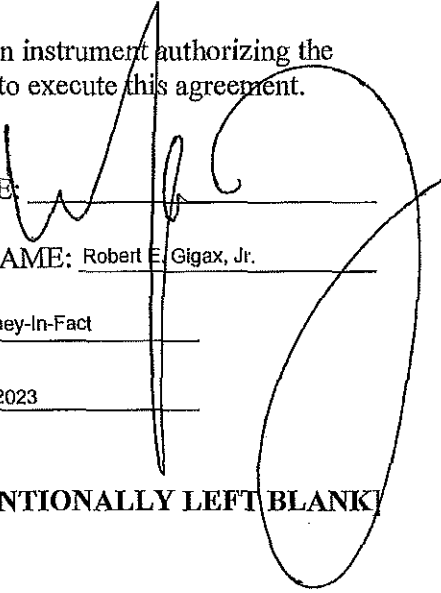
PRINTED NAME: Harold R. Silverman

TITLE: Manager

DATE: 2/13/2023

SURETY:

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

SIGNATURE: 

PRINTED NAME: Robert E. Gigax, Jr.

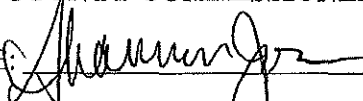
TITLE: Attorney-In-Fact

DATE: 2/13/2023

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number ZB-0229, dated 2-21-23.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

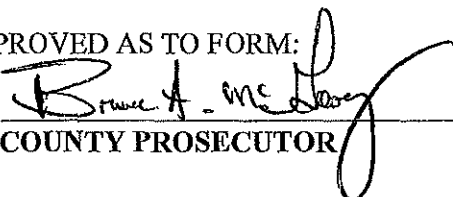
PRINTED NAME: Shannon Jones

TITLE: President

DATE: 2-21-23

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:
By: 
COUNTY PROSECUTOR

Key:

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

**CO-OBLIGEE SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND
MAINTENANCE SECURITY AGREEMENT RIDER**

WATER AND/OR SANITARY SEWER

Security Agreement No. Travelers Bond No. 107662574

This Rider is executed concurrently with and shall be attached to and form a part of Subdivision Public Improvement Performance and Maintenance Security Agreement (hereinafter the "Agreement").

WHEREAS, on or about the 13th day of February, 2023, Parkway Investment Partners, LLC (hereinafter the "Developer"), entered into an agreement with the Warren County Board of County Commissioners (hereinafter the "County Commissioners") for Water and/or Sanitary Sewer in District at Deerfield Subdivision, Section/Phase Three situated in Deerfield Township, Warren County, Ohio; and

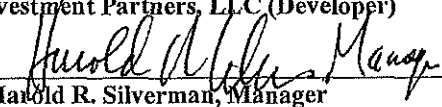
WHEREAS, Developer is required to provide a Surety Bond (hereinafter the "Bond") and the Developer has requested that the Warren County Port Authority be named as a Co-Obligee under the Bond; and

WHEREAS, Developer and Travelers Casualty and Surety Company of America (hereinafter the "Surety") have agreed to execute and deliver this Rider in conjunction with the Bond.

NOW, THEREFORE, the undersigned hereby agree and stipulate that the Warren County Port Authority shall be added to said Bond as a Co-Obligee.

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

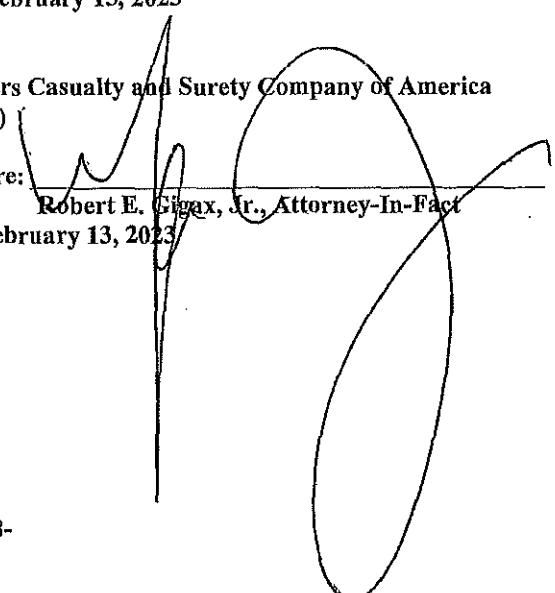
Parkway Investment Partners, LLC (Developer)

Signature: 

Harold R. Silverman, Manager

Date: February 13, 2023

Travelers Casualty and Surety Company of America
(Surety)

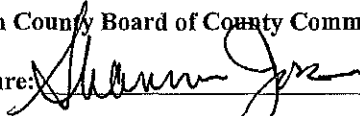
Signature: 

Robert E. Gigax, Jr., Attorney-In-Fact

Date: February 13, 2023

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Rider to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0224, dated 2-21-23.

Warren County Board of County Commissioners

Signature: 

Printed Name: Shannon Jones

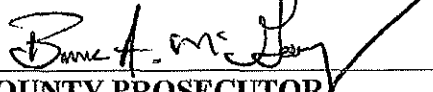
Title: President

Date: 2-21-23

RECOMMENDED BY:

By: 
COUNTY ENGINEER
SANITARY

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casually and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert E. Gigax Jr.** of **CINCINNATI**, Ohio, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **February**, 2023



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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

Ohio Department of Insurance

Mike DeWine - Governor
Judith French - Director



Certificate of Compliance

Issued 03/07/2022

Effective 04/02/2022

Expires 04/01/2023

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

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2021 that it has admitted assets in the amount of \$5,000,059,915, liabilities in the amount of \$2,881,598,277, and surplus of at least \$2,118,461,638.

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

Handwritten signature of Judith L. French in black ink.

Judith French, Director



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2021

CAPITAL STOCK \$ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|--|------------------|---|------------------|
| BONDS | \$ 4,178,693,571 | LOSSES | \$ 1,122,815,478 |
| STOCKS | 114,786,486 | REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES | 695,864 |
| CASH AND INVESTED CASH | 236,770,155 | LOSS ADJUSTMENT EXPENSES | 159,285,563 |
| OTHER INVESTED ASSETS | 4,526,223 | COMMISSIONS | 36,618,399 |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS | 4,689,444 | OTHER EXPENSES | 36,401,381 |
| INVESTMENT INCOME DUE AND ACCRUED | 36,933,276 | TAXES, LICENSES AND FEES | 12,207,838 |
| PREMIUM BALANCES | 301,257,638 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 8,751,186 |
| REINSURANCE RECOVERABLE | 54,828,629 | UNEARNED PREMIUMS | 1,167,893,732 |
| NET DEFERRED TAX ASSET | 56,521,569 | ADVANCE PREMIUM | 964,295 |
| RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES | 33,124,477 | POLICYHOLDER DIVIDENDS | 13,993,267 |
| OTHER ASSETS TRI-PARTY / TAX CREDIT BONDS | 1,436,195 | CEDED REINSURANCE NET PREMIUMS PAYABLE | 70,509,295 |
| OTHER ASSETS | 1,973,169 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 52,326,253 |
| | | REMITTANCES AND ITEMS NOT ALLOCATED | 15,936,338 |
| | | PROVISION FOR REINSURANCE | 7,930,280 |
| | | PAYABLE FOR SECURITIES | 14,986,150 |
| | | PAYABLE FOR SECURITIES LENDING | 4,589,444 |
| | | ESCHEAT LIABILITY | 614,973 |
| | | RETROACTIVE REINSURANCE RESERVE ASSUMED | 798,263 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 1,810 |
| | | TOTAL LIABILITIES | \$ 2,716,318,809 |
| | | CAPITAL STOCK | \$ 6,480,000 |
| | | PAID IN SURPLUS | 433,803,760 |
| | | OTHER SURPLUS | 1,868,808,262 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | \$ 2,309,092,022 |
| TOTAL ASSETS | \$ 5,025,410,831 | TOTAL LIABILITIES & SURPLUS | \$ 5,025,410,831 |

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

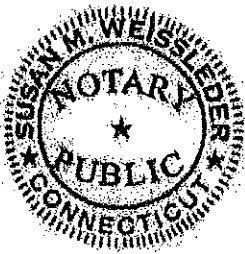
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2021.

Michael J. Doody
 VICE PRESIDENT - FINANCE

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20TH DAY OF AUGUST, 2021

SUSAN M. WEISSELEDER
 Notary Public
 My Commission Expires November 30, 2022



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0226

Adopted Date February 21, 2023

APPROVE VARIOUS RECORD PLATS

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

- Candlestone Phase 2B Final Plat – Deerfield Township
- The District at Deerfield Phase 3 Final Plat – Deerfield Township

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 23-0227

Adopted Date February 21, 2023

APPROVE A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #2202 INTO THE KING AVENUE BRIDGE #282-0.97 OVER THE LITTLE MIAMI RIVER IMPROVEMENTS PROJECT FUND #4437

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the King Avenue Bridge #282-0.097 Over the Little Miami River Improvements Project has requested a cash advance until monies are received from fund #2202; and

WHEREAS, said cash advance will be repaid upon receipt of said funds from fund #2202; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance:

| | | | |
|----------------|------|------------|------------------------|
| \$1,000,000.00 | from | 2202-45556 | (Advances of Cash Out) |
| | into | 4437-45555 | (Cash Advance In) |

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Cash Advance File
Engineer (file)
OMB

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

Resolution

Number 23-0228

Adopted Date February 21, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
#11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 35,000.00 from 11011220-5102 (Regular Salaries)
into 11011220-5400 (Purchased Services)

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0229

Adopted Date February 21, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$200.00 from #11012810-5910 (TEL Other Expense)
 into #11012810-5421 (TEL Rent or Lease)

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0230

Adopted Date February 21, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL SALES TAX FUND #4495

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

\$21,800.00 into 44953712-5320 (Capital Purchases)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0231

Adopted Date February 21, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Grossmann – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

| Department | Vendor Name | Description | Amount |
|------------|--------------------------|--------------------------------|---------------|
| ENG | SUSTAINABLE STREAMS LLC | ENG. CONTRACT FOR TURTLECREEK | \$ 9,990.00 |
| ENG | REQ BLANKET VENDOR | ENG. TEMP ENT AND WORK AGREEME | \$ 1.00 |
| ENG | REQ BLANKET VENDOR | ENG. TEM ENT AND WORK AGREEMEN | \$ 1.00 |
| ENG | REQ BLANKET VENDOR | ENG. TEMP ENT AND WORK AGREEME | \$ 1.00 |
| TEL | TRITECH SOFTWARE SYSTEMS | TEL CENTRAL SQUARE REHOST PROJ | \$ 228,930.00 |
| CSV | ENDICOTT MICROFILM INC | KODAK SCANNER AND CARE KIT FOR | \$ 11,211.00 |

PO CHANGE ORDER

| Department | Vendor Name | Description | Amount |
|------------|----------------------|--------------------------------|--------------------------|
| ENG | EAGLE BRIDGE COMPANY | KING AVENUE BRIDGE REPLACEMENT | \$ 2,123,549.49 DECREASE |
| WAT | BUILDING CRAFTS INC | RAR MEMBRANE PROJECT | \$ 5,000.00 DECREASE |

2/21/2023 APPROVED



Tiffany Zindel, County Administrator

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0232

Adopted Date February 21, 2023

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
FEBRUARY 23, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
February 23, 2023.

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0233

Adopted Date February 21, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #6630:

| | | | |
|----------|------|---------------|------------------------|
| \$993.00 | from | 66302258-5102 | (Regular Salaries) |
| | into | 66302258-5830 | (Workers Compensation) |

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

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

Resolution adopted this 21st day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)