

Resolution

Number 21-0765

Adopted Date June 08, 2021

RESCINDING RESOLUTIONS 20-0462, 20-0503, 20-0652 AND 21-0355 IN TOTALITY

WHEREAS, on March 17, 2020, this Board adopted Resolution No. 20-0462 in order to comply with the Executive Orders and Public Health Orders in effect at that time including the Stay at Home Order; and,

WHEREAS, on March 24, 2020, this Board adopted Resolution No. 20-0503 (thereby amending Resolution 20-0462) in order to comply with the Executive Orders and Public Health Orders in effect at that time, including the Amended Stay at Home Order; and,

WHEREAS, on May 5, 2020, this Board adopted Resolution No. 20-0652 (thereby amending Resolution 20-0503), in order to comply with the Executive Orders and Public Health Orders in effect at that time, including the Responsible Restart Ohio Plan; and,

WHEREAS, the aforementioned resolutions limited the number of persons permitted to be physically present for a public meeting, hearing or quasi-judicial proceeding to be held in a meeting or conference room in the Warren County Administration Building or any other County owned or operated buildings or facilities, with certain exceptions; and,

WHEREAS, on May 17, 2021, the Director of the Ohio Department of Health issued the *Director's Second Amended Order for Social Distancing, Facial Coverings and Non-Congregating* that modified previous orders relating thereto, and established the duration of the order to be retroactive to May 14, 2021 at 4PM EDT and remain in full force and effect until June 2, 2021, at 12:01 AM EDT unless the Director rescinded or modified the Order before that time; and,

WHEREAS, on June 1, 2021, the Director of the Ohio Department of Health issued the *Director's Order Rescinding Various Orders* effective at 12:01 AM EDT on June 2, 2021; and, such Order did not rescind or modify the *Director's Second Amended Order for Social Distancing, Facial Coverings and Non-Congregating*, accordingly, the *Director's Second Amended Order for Social Distancing, Facial Coverings and Non-Congregating* effective on May 14, 2021, expired as of June 2, 2021, at 12:01 AM EDT and this Board is no longer required to limit the number of persons permitted to be physically present for a public meeting, hearing or quasi-judicial proceeding to be held in a meeting or conference room in the Warren County Administration Building or any other County owned or operated buildings or facilities.

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

- 1) To rescind Resolutions 20-0462, 20-0503, 20-0652 AND 21-0355 in totality.
- 2) All action taken relating to and this Resolution is an administrative act by the Board.

RESOLUTION #21-0765
JUNE 08, 2021
PAGE 2

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

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

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script that reads "Tina Osborne". The signature is written in black ink and is positioned above a horizontal line.

Tina Osborne, Clerk

cc: Commissioners' file
Policy file
Bruce McGary – Prosecutor's Office

Resolution

Number 21-0766

Adopted Date June 08, 2021

ADVERTISE FOR BIDS FOR THE FY21 FRANKLIN TOWNSHIP NORTHEAST PENNYROYAL AREA REPAVING PROJECT

BE IT RESOLVED, to advertise for bids for the FY21 Franklin Township Northeast Pennyroyal Area Repaving Project for the Warren County Office of Grants Administration; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation two weeks prior to the bid opening date, and to advertise and make the bidding documents available on the Warren County website, with bid opening to occur on July 6, 2021 @ 9:30 a.m.

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP\

cc: OGA (file)
OMB Bid file

Resolution

Number 21-0767

Adopted Date June 8, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO MID- MIAMI ROOFING INC. FOR THE WARREN COUNTY OLD ADMINISTRATION BUILDING ROOF REPLACEMENT PROJECT

WHEREAS, bids were closed at 10:00 a.m., on May 18, 2021, and the bids received were opened and read aloud for the Warren County Old Administration Building Roof Replacement Project, and the results are on file in the Commissioners Office; and

WHEREAS, upon review of such bids by Trevor Hearn, Director of Warren County Facilities Management, Mid- Miami Roofing Inc., has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Trevor Hearn, that it is the intent of this Board to award the bid to Mid- Miami Roofing Inc., 626 South Main Street Monroe, Ohio, for a total bid price of \$220,000.00; and


BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KPV

cc: Facilities Management (file)
OMB Bid file

Resolution

Number 21-0768

Adopted Date June 08, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO BARRETT PAVING MATERIALS, INC. FOR THE FY2020 SOUTH LEBANON / UNION TOWNSHIP – LEBANON ROAD IMPROVEMENT CDBG PROJECT

WHEREAS, bids were closed at 9:30 a.m., June 1, 2021, and the bids received were opened and read aloud for the FY2020 South Lebanon / Union Township – Lebanon Road Improvement CDBG Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Susanne Mason, Project Manager, Warren County Office of Grants Administration, Barret Paving Materials, Inc., has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Office of Grants Administration, that it is the intent of this Board to award the bid to Barrett Paving Materials, 3751 Commerce Drive Franklin, Ohio 45005, for a total bid price of \$224,602.25; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KPV

cc: OGA (file)
OMB Bid file

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

Resolution

Number 21-0769

Adopted Date June 08, 2021

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATIONS FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL ON BEHALF OF THE WARREN COUNTY AGRICULTURAL SOCIETY

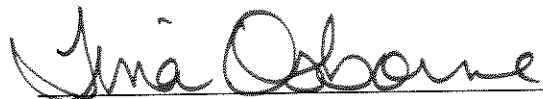
BE IT RESOLVED, to authorize the President of the Board to sign a permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Warren County Agricultural Society for the purpose of obtaining a liquor license during the Warren County Fair; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Warren County Agricultural Society (file)
C/A—Ohio Department of Commerce, Division of Liquor Control

Resolution

Number 21-0770

Adopted Date June 08, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CROP RENTAL AGREEMENT WITH JEFF WEAVER

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Crop Rental Agreement with Jeff Weaver relative to Parcel Numbers 08-13-400-035 and 08-13-400-036 in Turtlecreek Township; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Weaver, Jeff
Bruce McGary
Airport Authority (file)
Tiffany Zindel

**CROP RENTAL AGREEMENT, 2021
OF PART OF LANDS KNOWN AS THE MEYER FARM**

This Rental Agreement is made by and between the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Owner"), and **Jeff Weaver**, whose address is 1854 Hart Rd., Lebanon, OH 45036 (hereinafter "Farmer").

I. SUBJECT PROPERTY:

Owner rents to Farmer, and Farmer rents from Owner, upon the terms and conditions set forth in this Rental Agreement, *a part of* the real estate situated in Turtle Creek Township, Warren County, Ohio formerly described as 45 acres and identified as Parcel No. 08-13-400-036 & Auditor Acct. No. 5308062, but is now identified as follows and illustrated in Attachment "A" due to certain new surveys and off-conveyances:

<u>Acreage</u>	<u>Parcel No.</u>	<u>Auditor's Acct. No.</u>
13.445	08-13-400-035	5332478
27.0091	08-13-400-036	5308062

all located at **1360 Mabrey Road, Lebanon, Ohio 45036**. Farmer acknowledges that the two off-conveyance identified as follows and illustrated in Attachment "B" are not owned by Owner and are not a part of this agreement:

<u>Acreage</u>	<u>Parcel No.</u>	<u>Auditor's Acct. No.</u>
2.3154	08-13-400-032	5332475
2.2305	08-13-400-033	5332476

Unless otherwise provided herein, the only lands to be farmed consists of 25.5 acres of the aforementioned 27.0091 acre parcel.

II. TERM:

This Rental Agreement is for a term of one (1) year beginning on April 1, 2021 and ending on November 1, 2021. This term shall not be renewed or extended, nor shall the Farmer hold over, without the parties entering into a new Rental Agreement.

III. RENT:

Farmer, without prior demand and without deduction or setoff whatsoever, shall pay an annual rental payment hereinafter set forth. Said obligation to pay the rent shall survive the termination of this Rental Agreement. For and during the term of this Rental Agreement, Farmer shall pay a rate of NINETY DOLLARS (\$90.00) per acre for 25.5 acres farmed for a total annual rent in the amount of **TWO THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$2,295.00)**, in the form of cash, money order, bank certified or cashier's check, on the **1st day of November, 2021**. If rent is not received by Owner within thirty (30) days of the due date, a late charge of ten percent (10%) of the past due amount shall be added to the rental payment every thirty (30) days until paid in full. This obligation to pay rent, however, shall survive any election of default or eviction and the rent due shall remain due and owing even in the event of forfeiture of crops.

IV. LAND USE AND RESTRICTIONS ON USE OF PROPERTY:

Farmer shall use the Property only for agricultural purposes limited to the planting, cultivating and harvesting of row crops. Farmer agrees to furnish all his own materials (including but not limited to fertilizers, herbicides, insecticides, pesticides and seed), tools, equipment and machinery for the farming operations and to keep any buildings, fences, and other improvements in as good repair as they now are except for ordinary wear, loss by fire and other casualty.

Farmer agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment.

Farmer shall not identify the Subject Property for purposes of, nor shall Farmer allow any lender, vendor, supplier or materialmen to cause an artisan, crop, materialmen or mechanic's lien to be filed of public record.

Farmer shall not be entitled to use any buildings located on the farm located at 1316 Mabrey Road. Nor shall Farmer use the farm located at 1316 Mabrey Road or even the tillable land subject of this agreement for storage of any equipment, materials, supplies or any other items for longer than the minimum period of time reasonably necessary for purposes of planting, cultivating or harvesting crops.

V. INSURANCE AND LIABILITY:

Farmer shall maintain general liability insurance suitable and customary for farming operations for personal injury, death and property damage, and adequate workers' compensation and unemployment insurance in compliance with the laws, statutes, and regulations of the State of Ohio. Farmer will provide Owner with certificates of all such

insurance at the time of execution of this Rental Agreement. Any personal property kept on the Property by Farmer shall be at Farmer's sole risk and it shall be Farmer's responsibility to insure such personal property.

VI. TAXES:

During the term of this Rental Agreement, Owner shall pay all real estate taxes and assessments on the Property, if any. Owner shall be solely responsible for filing the annual CAUV application, but Farmer shall cooperate with Owner in providing information, supporting documentation and affidavits, if requested by the County Auditor.

VII. INDEMNIFICATION:

Farmer shall indemnify, defend and save Owner harmless against any and all judgments, orders, claims, liabilities, losses, damages, insurance deductibles, costs to remove liens and other costs and expenses (including court costs, experts and attorneys fees) made against, imposed upon or incurred by Owner and which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Farmer, his invitees, employees, agents, contractors, lenders, vendors, suppliers, materialmen, or the breach of any of Farmer's obligations under this Rental Agreement.

VIII. RESERVATION OF RIGHT OF ENTRY:

Owner and its agents reserve the right to enter upon the Property to inspect the same, to make improvements, to make abatements of the terms of this Rental Agreement, and for any and all other lawful purposes.

IX. TERMINATION FOR CAUSE:

Either party to this Rental Agreement may terminate the Agreement for cause.

X. DEFAULT:

It is agreed that any violation of this Rental Agreement by Farmer shall, after thirty (30) days written notice (during which the default may be cured), be just cause for immediately terminating this Rental Agreement and for immediately yielding possession of the Subject Property to Owner. Such termination shall be in addition to any other remedies that may be available at law or in equity.

XI. YIELDING POSSESSION AT END OF RENTAL AGREEMENT:

At the expiration of this Rental Agreement, Farmer will yield possession of the Subject Property to Owner without further notice, and in as good order and condition as when the same was entered upon by Farmer, loss by fire, other casualty, and ordinary wear and tear excepted.

XII. ASSIGNMENT AND SUBLEASING:

Farmer shall not assign this Rental Agreement or sublet the Subject Property in whole or in part without Owner's prior written consent. Subject to this limitation, this Rental Agreement shall be binding upon and inure to the benefit of Owner and Farmer and their respective heirs, personal representatives, successors and assigns.

XIII. RELATIONSHIP:

This Rental Agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other. The parties agree that Farmer is an independent contractor and not an employee of Owner and all work performed pursuant to this Rental Agreement will be performed according to his own methods and practices and shall not be subject to Owner's control in any manner.

Nothing in this agreement shall be construed to require Owner to pay compensation to Farmer of any third party for any investment, labor, cash outlay, and loss of or damage to growing crops.

XIV. NOTICES:

All notices required or permitted pursuant to the terms herein, shall be given by certified mail, return receipt requested, to the parties at the address set forth above unless such party gives written notice to the other party of a different address to which to direct such notice.

XV. MISCELLANEOUS:

This Rental Agreement sets forth the entire agreement of the parties and supersedes any prior understandings. This Rental Agreement may be modified only by written agreement of both parties. No waiver of any provision of this Rental Agreement shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Rental Agreement shall be severable and the invalidity of one provision shall not affect any others. Any dispute arising out of or relating to this Rental Agreement shall be governed by the laws of the State of Ohio and the parties stipulate to exclusive venue being in a court of competent jurisdiction in Warren County, Ohio. This agreement shall not be recorded of public record.

XVI. EXECUTION:

IN WITNESS WHEREOF, Jeff Weaver, the Farmer herein, has hereunto set his hand, on the date stated below.

FARMER:

Brad Weaver
Signature of Witness
Brad Weaver
Print Name of Witness

SIGNATURE: Jeff Weaver
NAME: Jeff Weaver
DATE: 05-28-21

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Owner herein, has caused this Rental Agreement to be executed by David G Young, its President, on the date stated below, pursuant to the authority of Resolution No. 21-0770 adopted on the 9 day of June 2021.

OWNER:

SIGNATURE: David G Young
NAME: David G Young
TITLE: President
DATE: 6-8-21

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Bruce A. McGary
By: Bruce A. McGary, Assistant Prosecutor
Date: 5/2/2021

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0771

Adopted Date June 08, 2021

APPROVE THE CONTRACT BETWEEN CLERMONT COUNTY COMMISSIONERS ON BEHALF OF CLERMONT COUNTY JUVENILE COURT DIVISION AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract between Clermont County Juvenile Court and Mary Haven Youth Center to provide placement services from July 1, 2021 thru June 30, 2022. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Clermont County
Juvenile (file)
Mary Haven Youth Center (file)

Contract for Residential Treatment Services
**Between the Counties of Warren County, Ohio
and
Clermont County, Ohio**
AMENDMENT #4

This Contract Amendment #4 is entered into effective July 1, 2021, by and between the Boards of County Commissioners of the Ohio counties of Warren and Clermont (hereinafter collectively, the "Participating Counties") and the Juvenile Divisions of the Court of Common Pleas of the Participating Counties, through their respective judges.


Whereas, Contract Amendment #3 was executed, July 22, 2020, by and between the Boards of County Commissioners of the Participating Counties and the Juvenile Divisions of the Court of Common Pleas of the participating Counties, through their respective judges extending all terms and conditions of the original Agreement until June 30, 2021, with the right to extend this Agreement on an annual basis.

Whereas, in the original agreement, section one states that Warren County agrees to provide and Clermont County agrees to pay if space is available, a per diem of **\$175.00** per day/per bed.

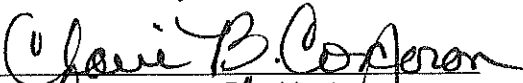
Therefore, in consideration of the mutual promises contained herein, the parties agree all other provisions remain in effect as previously agreed to in the original contract. This Agreement shall be effective from **July 1, 2021 through June 30, 2022**.

In Witness Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

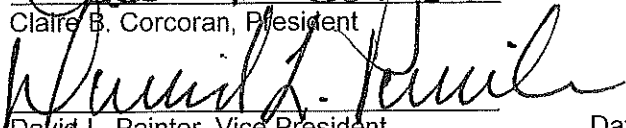
Approved by:
Clermont County Commissioners:


James A. Shriver, Judge
Clermont County Juvenile Court


April 29, 2021
Date


Claire B. Corcoran, President

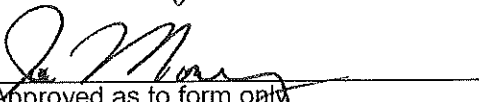
May 19, 2021
Date


David L. Painter, Vice President

19 May 2021
Date


Bonnie J. Batchler, Member

May 19, 2021
Date

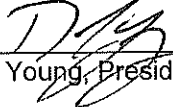

Approved as to form only
Clermont County Prosecutor's Office

5-3-21
Date

Warren County Commissioners:

Joseph W. Kirby, Judge
Warren County Juvenile Court

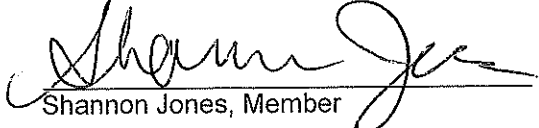
Date


David G. Young, President

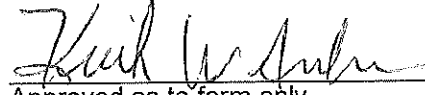
6/9/21
Date

Tom Grossmann, Vice President

Date


Shannon Jones, Member

6/9/21
Date


Approved as to form only
Warren County Prosecutor's Office

Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Clermont

I, James A. Shriver, holding the title and position of Juvenile/Probate Judge at the firm Clermont County Juvenile Court, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

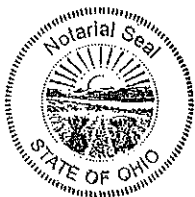
James A. Shriver
AFFIANT

Subscribed and sworn to before me this 29th day of April 2021

Teresa D. Boothby
(Notary Public),
Clermont County.

My commission expires Nov 19 2022

Notary Public, State of Ohio
My Commission Expires
November 19, 2022
Teresa D. Boothby



Teresa D. Boothby
Notary Public, State of Ohio
My Commission Expires
November 19, 2022

Resolution

Number 21-0772

Adopted Date June 08, 2021

APPROVE REIMBURSEMENT PROVISIONS TO MIKE ROWLEY FOR PRIVATE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS TO NICKEL ROAD, TURTLECREEK TOWNSHIP, WARREN COUNTY WATER DISTRICT

WHEREAS, Michael Rowley (the "Petitioner") at his own expense constructed a waterline extension to serve his property at 6884 Nickel Road in Turtlecreek Township, Warren County; and

WHEREAS, the improvements consist of approximately 1,078 feet of eight-inch ductile iron water main extending westward starting from the terminus of the existing line at the north east corner of 6723 Nickel Road and as shown in **Figure 1**; and

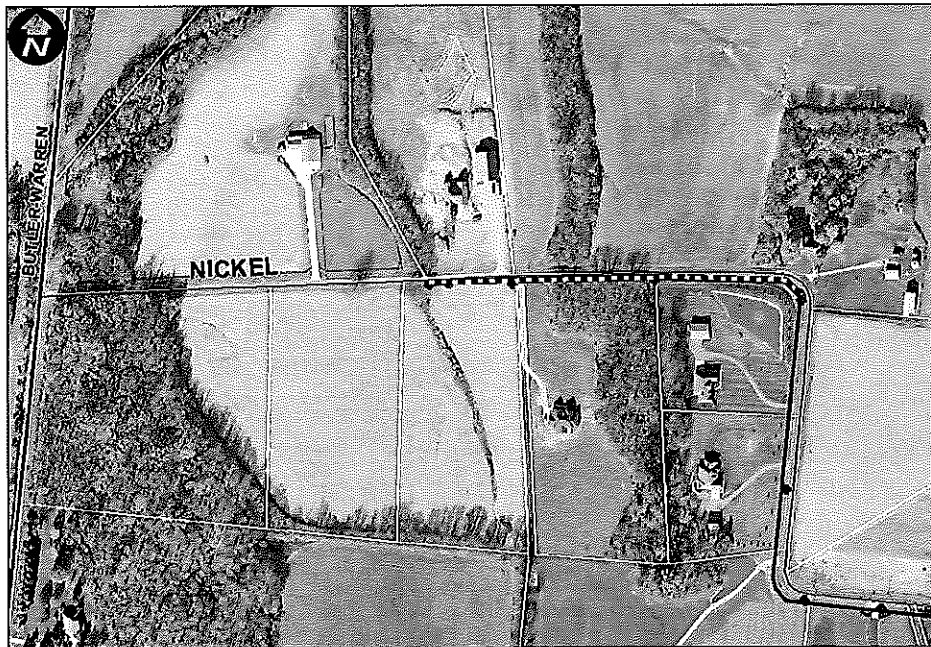


Figure 1 – Nickel Road Water Main Extension

WHEREAS, construction has been completed and it is necessary at this time to establish the Non-Participant Charge to be collected for purpose of reimbursement to the Petitioner of part of the original cost of the Improvement as authorized by Section 307.73 of the Revised Code; and

NOW THEREFORE BE IT RESOLVED:

1. That the Petitioner has submitted all costs incurred in connection with the construction of the Improvement to the County Sanitary Engineer, who has verified the same to this Board as follows:

SUMMARY OF QUANTITIES					
TOTAL PROJECT					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
WATER MAIN & SERVICE BRANCH					
1	8" WATER MAIN, D.I.P. PRESSURE CLASS 350	L.F.	1,078	\$67.00	\$72,226.00
2	6" WATER MAIN, D.I.P. PRESSURE CLASS 350	L.F.	13	\$50.00	\$650.00
3	6" GATE VALVE & BOX	EA.	2	\$1,000.00	\$2,000.00
4	8" x 45 DEGREE BEND W THRUST BLOCK	EA.	6	\$500.00	\$3,000.00
5	FIRE HYDRANT W/STORZ	EA.	3	\$4,500.00	\$13,500.00
6	8" x 6" REDUCER	EA.	1	\$500.00	\$500.00
7	8" x 6" TEE	EA.	2	\$500.00	\$1,000.00
8	8" VALVE	EA.	2	\$1,300.00	\$2,600.00
9	CONNECT TO EXISTING MAIN	EA.	1	\$800.00	\$800.00
10	CONCRETE ENCASEMENT	C.Y.	5	\$150.00	\$750.00
WATER MAIN & SERVICE BRANCH TOTAL					\$97,026.00
TOTAL					\$97,026.00

2. That the Non-Participant Charge, based on the actual cost to the Petitioner and prorated on the basis of front footage of property served by the Improvement, excluding the Petitioner, has been determined by the County Sanitary Engineer to be \$45.00 per front footage, which charge does not exceed the amount chargeable to the Non-Participants had they participated in the original cost of the Improvement.
3. That upon connection to the Improvement, owners of benefitted properties shall pay to the Water and Sewer Department, for reimbursement to the Petitioner, a Non-Participant charge, which shall be in addition to any charges or fees required by the County for connection to the County water supply system including, without limiting the foregoing, the Tap-In Charge.
4. That the Non-Participant Charge shall become effective immediately and shall be applicable to any property that receives water service through a direct connection to the Improvements excluding existing or future property owned by the petitioner. Non-Participant Charges shall be paid in cash and in full prior to the connection to the Improvements.

5. The reimbursement shall be remitted by the County to the Petitioner for a period of ten (10) years following the adoption of this Resolution.
6. That the Rules and Regulations of the Water and Sewer Department shall be modified in accordance with the above.
7. That this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.
8. That a copy of this Resolution be certified (a) to the County Sanitary Engineer, (b) to the County Auditor, and (c) to the Petitioner for approval and acceptance of the terms and conditions prescribed herein for reimbursement of part of the original cost of Improvements.

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



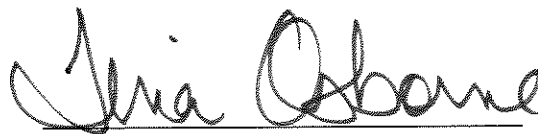
Tina Osborne, Clerk

CGB

cc: Auditor _____
Water/Sewer (file)
Petitioner—Michael Rowley, 6884 Nickel Rd, Monroe, OH 45050

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners of the County of Warren, Ohio, on the 8th day of June 2021.



Tina Osborne, Clerk
Board of County Commissioners

CERTIFICATE AND RECEIPT

The undersigned hereby acknowledges certification by the receipt of a certified copy of a resolution adopted on the 8 day of June, 2021.



County Auditor

Resolution

Number 21-0773

Adopted Date June 08, 2021

APPROVE PROFESSIONAL SERVICE AGREEMENT WITH DAVID K SHINDER, ON BEHALF OF THE LOCAL AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Chief Elected Officials (CEO) of Ohio's 12th local workforce development area (LWDA-12) appointed Warren County as its Fiscal Agent; and

WHEREAS, the Fiscal Agent for LWDA-12, which includes Butler, Clermont and Warren Counties, received WIOA funds on behalf of the area's Chief Elected Officials (CEO); and

WHEREAS, the Local Workforce Development Board's Director executes all administrative and operational functions of the local WDB, as outlined in section 107(d) of WIOA and 20 C.F.R. 679.370, which includes awarding contracts and agreements for WDB activities; and

WHEREAS, the WDB has procured David K Shinder, for professional guidance, indirect services, and specific projects and deliverables as requested, that will assist the Workforce Development Board in executing their roles and responsibilities; as well as assisting in the development of the local plan; and

NOW THEREFORE BE IT RESOLVED that the Board of Warren County Commissioners does hereby approve of its Fiscal Agent's expenditure of WIOA funds to honor this contract, in accordance with Office of Management and Budget (OMB) circulars, WIOA and corresponding federal regulations and State policies. A copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Shinder, David K.
Area 12 Workforce Development Board (file)



BCW|Workforce

Operated by the Workforce Investment Board of Butler|Clermont|Warren

**Professional Services Agreement
between
BCW|Workforce Development Area (12)
and
David K. Shinder**

This agreement is entered into by and between the BCW|Workforce, operated by the Workforce Investment Board of Butler Clermont Warren (WIBBCW), 406 Justice Dr., Suite 301, Lebanon, Ohio 45036, and David K. Shinder, 12056 N. Raphael Way, Tucson, AZ, 85742.

1. SCOPE OF CONTRACT. David K. Shinder will deliver workforce development professional services, as needed by the BCW|Workforce, to help BCW|Workforce administration and operations achieve the roles and responsibilities required by the Workforce Innovation and Opportunity Act (WIOA).

2. PAYMENT FOR SERVICES. In exchange for these services, the BCW|Workforce will pay David Shinder an hourly rate of \$115, not to exceed \$10,000. David K. Shinder will invoice the BCW|Workforce on a monthly basis, with summary of services and product(s) delivered no later than five (5) business days following the work that was completed within the previous month.

3. TERM OF AGREEMENT. This contract shall be in effect for up to 14 months from the signature date of the contract, through June 31, 2022, whichever occurs first. The terms and conditions of this contract can be modified with written agreement by the parties to this contract.

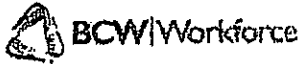
4. WARRANTY. David K. Shinder shall provide its services and meet its obligations under this contract in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards for the community and region where the work is performed, along with nationally recognized standards of excellence in the workforce development profession.

5. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this contract.

6. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.

7. SEVERABILITY. If any provision of this contract is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds

406 Justice Drive, Suite 301, Lebanon, OH 45036 | Main Office: 513-409-1769 www.BCWWorkforce.com



that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.


8. **AMENDMENT.** This contract may be revised or updated in writing, with the signed authority of the party obligated under the amendment.

9. **GOVERNING LAW.** This contract shall be executed in accordance with the laws of the State of Arizona and the State of Ohio.

10. **NOTICE.** Any notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

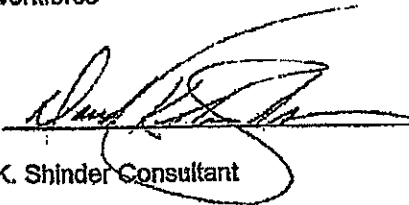
11. **TERMINATION FOR CONVENIENCE.** This agreement is subject to termination for convenience by either party upon at least thirty days (30) days written notice. In such case, David Shinder shall be entitled to receive full compensation for all services performed to the termination date with payment for all work performed prior to the date of termination.

12. **MODIFICATION OF CONTRACT.** This agreement may be modified by mutual agreement of the parties. Modifications may include length of contract, scope of work, and payment amount and structure as needed.

By: 

Stacy Sheffield, Executive Director
BCW|Workforce

Date: 2021 May 03

By: 

David K. Shinder Consultant

Date: 2021 May 03

406 Justice Drive, Suite 301, Lebanon, OH 45036 | Main Office: 513-409-1769 www.BCWWorkforce.com



Attachment A – Scope of Work

Professional guidance, indirect services, and specific projects and deliverables as requested, that will assist the BCW|Workforce in executing the roles and responsibilities identified by the Workforce Innovation and Opportunities Act (WIOA)¹, which includes:

1. Assist in the development of the local plan and identify non-Federal expertise and resources to leverage support for workforce development activities;
2. Develop and implement career pathways;
3. Identify and promote proven and promising strategies and initiatives that meet the needs of employers, workers, and job seekers;
4. Update and revise by-laws and codes of conduct;
5. Assist in the development of BCW|Workforce-specific administrative and operations-related documents, requests, and non-WIOA grant applications.


Following the initiation of this agreement, the BCW|Workforce and David K. Shinder will rank the priority of the above projects and tasks, identify the role he will play in the execution of each project, identify key content points, discuss and agree on potential prep/post work, and mutually agree on time frames and costs.

¹ <https://emanuals.jfs.ohio.gov/Workforce/WIOA/WIOAPL/WIOAPL-15-18-1.stm>

FISCAL AGENT EXECUTION

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

Warren County Board of County Commissioners



David Young, Commissioner



Shannon Jones, Commissioner

Thomas Grossman, Commissioner

Approved as to form:



Warren County Prosecuting Attorney

WDBBCW
RFQ for Combined Regional Plan

BIDDER

Sharron Perry
Carol Wargo
David Shinder

COST

Not available; currently working on another project and does not have the manpower
Not available; currently working on another project and does not have the manpower
\$115 per Hour; not to exceed \$10,000

Comments:

The writing of the plan required specific knowledge in the WIOA program; as well as familiarity with region. Ms. Scheffled contact ODJFS to obtain a list of contractor that they may suggest to include in the RFP.

The 3 contractors were contacted by email to request a quote to perform the work. We only received 1 quote from David Shinder. Since we only received one quote, this made this a non-competitive proposal.

Since this was a non-competitive proposal, I reviewed the Mr. Shinder proposal for reasonableness. In my opinion, Mr. shinder hourly rate of \$115 for professional services appears reasonable. Since this amount is under the formal procurement policy, I have determine that this proposal is acceptable.

Recommendation:

Due to lack of any other competitor and with the determination that Mr. Shinder proposal is determined reasonable, I recommend awarding the contract to David Shinder.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0774

Adopted Date June 08, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY
JUNE 10, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, June 10, 2021.

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0775

Adopted Date June 08, 2021

ACKNOWLEDGE RECEIPT OF MAY 2021 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the May 2021 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2021 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	64,073,853.82	5,808,206.79	5,370,873.40	64,511,187.21	291,498.20	64,802,685.41
2201	SENIOR CITIZENS SERVICE LEVY	13,083,696.52	418,457.62	567,534.17	12,934,619.97	0.00	12,934,619.97
2202	MOTOR VEHICLE	6,261,637.82	1,088,084.47	344,361.91	7,005,360.38	41,880.42	7,047,240.80
2203	HUMAN SERVICES	911,112.07	456,004.95	378,865.00	988,252.02	6,530.07	994,782.09
2204	COVID19 EMERGENCY RENTAL ASSIS	6,871,453.34	2,216,499.52	234,658.26	8,853,294.60	87,798.45	8,941,093.05
2205	BOARD OF DEVELOPMENTAL DISABIL	40,042,418.31	1,271,087.50	1,528,036.38	39,785,469.43	235,337.70	40,020,807.13
2206	DOG AND KENNEL	790,945.98	13,684.81	26,871.36	777,759.43	0.00	777,759.43
2207	LAW LIBRARY RESOURCES FUND	224,387.94	32,874.79	4,378.55	252,884.17	0.00	252,884.17
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	26,717.11	-115.79	26,601.32	0.00	22,233.32	22,233.32
2210	LOCAL CORONAVIRUS RELIEF FUND	660.68	0.00	660.68	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	0.00	0.00	0.00	0.00	0.00	0.00
2215	VETERAN'S MEMORIAL	4,946.84	65.00	0.00	5,011.84	0.00	5,011.84
2216	RECORDER TECH FUND 317.321	461,112.25	14,875.25	3,706.53	472,280.97	109.00	472,389.97
2217	BOE TECHNOLOGY FUND 3501.17	1,865,641.16	0.00	0.00	1,865,641.16	0.00	1,865,641.16
2218	COORDINATED CARE	728,229.30	543.78	51,181.00	677,592.08	28,751.00	706,343.08
2219	WIRELESS 911 GOVERNMENT ASSIST	344,177.69	17,963.90	11,987.17	350,154.42	0.00	350,154.42
2220	CP INDIGENT DRVR INTRLK/MONITG	7,719.32	109.47	0.00	7,828.79	0.00	7,828.79
2221	CC/MC INDIGENT DRIVER INTERLOC	111,085.08	1,329.31	0.00	112,414.39	0.00	112,414.39
2222	JUV INDIGENT DRIVER INTERLOCK	1,944.87	50.00	0.00	1,994.87	0.00	1,994.87
2223	PROBATE/JUVENILE SPECIAL PROJ	259,197.10	3,242.00	2,173.70	260,265.40	0.00	260,265.40
2224	COMMON PLEAS SPECIAL PROJECTS	154,166.78	18,221.00	5,120.00	167,267.78	2,120.00	169,387.78
2227	PROBATION SUPERVISION 2951.021	681,084.15	12,148.20	0.00	693,232.35	0.00	693,232.35
2228	MENTAL HEALTH GRANT	96,674.69	7,980.00	240.00	104,414.69	0.00	104,414.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,364,750.82	47,995.65	0.00	2,412,746.47	0.00	2,412,746.47
2231	CO LODGING ADD'L 1%	74,911.50	72,492.70	74,911.50	72,492.70	0.00	72,492.70
2232	COUNTY LODGINGS TAX (FKA 7731)	224,814.22	217,597.98	224,814.22	217,597.98	0.00	217,597.98
2233	DOMESTIC SHELTER	10,725.00	3,803.00	0.00	14,528.00	0.00	14,528.00
2237	REAL ESTATE ASSESSMENT	6,872,017.32	1,695.10	214,890.16	6,658,822.26	72,608.63	6,731,430.89
2238	WORKFORCE INVESTMENT BOARD	264,466.18	92,755.02	241,050.86	116,170.34	15,644.94	131,815.28
2243	JUVENILE GRANTS	324,336.06	0.00	5,540.80	318,795.26	0.00	318,795.26
2245	CRIME VICTIM GRANT FUND	7,511.06	6,436.93	5,297.80	8,650.19	0.00	8,650.19
2246	JUVENILE INDIGENT DRIVER ALCOH	23,832.22	42.00	0.00	23,874.22	0.00	23,874.22
2247	FELONY DELINQUENT CARE/CUSTODY	525,141.13	0.00	66,917.77	458,223.36	547.19	458,770.55
2248	TAX CERTIFICATE ADMIN FUND	29,145.74	0.00	68.00	29,077.74	0.00	29,077.74

Financial Statement for 2021 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2249	DTAC-DELINQ TAX & ASSESS COLLE	698,624.95	1,765.14	13,929.48	686,460.61	0.00	686,460.61
2250	CERT OF TITLE ADMIN FUND	4,632,668.46	250,457.18	83,680.43	4,799,445.21	5,794.94	4,805,240.15
2251	COAP GRANT - OPIOD ABUSE PROG	397,867.51	0.00	1,827.16	396,040.35	0.00	396,040.35
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	62,935.36	17,833.67	28,475.33	52,293.70	5,283.20	57,576.90
2255	MUNICIPAL VICTIM WITNESS FUND	106,429.16	0.00	6,333.65	100,095.51	0.00	100,095.51
2256	WARREN COUNTY SOLID WASTE DIST	1,174,765.27	1,898.06	10,413.59	1,166,249.74	0.00	1,166,249.74
2257	OHIO PEACE OFFICER TRAINING	83,007.00	0.00	100.00	82,907.00	100.00	83,007.00
2258	WORKFORCE INVESTMENT ACT FUND	51,219.05	76,386.51	80,531.87	47,073.69	11,525.72	58,599.41
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	0.00	0.00	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	662,471.98	47,240.66	20,611.30	689,101.34	320.00	689,421.34
2263	CHILD SUPPORT ENFORCEMENT	793,057.78	369,322.05	250,638.27	911,741.56	1,175.80	912,917.36
2264	EMERGENCY MANAGEMENT AGENCY	189,633.46	0.00	15,414.04	174,219.42	0.00	174,219.42
2265	COMMUNITY DEVELOPMENT	559,208.19	54,715.84	6,894.00	607,030.03	0.00	607,030.03
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2268	INDIGENT GUARDIANSHIP FUND	228,220.92	2,330.00	0.00	230,550.92	0.00	230,550.92
2269	INDIGENT DRIVER ALCOHOL TREATM	636,450.08	6,718.90	0.00	643,168.98	0.00	643,168.98
2270	JUVENILE TREATMENT CENTER	228,956.14	274,876.55	93,828.37	410,004.32	9,411.94	419,416.26
2271	DTAC-PROSECUTOR ORC 321.261	269,968.38	348.15	13,985.04	256,331.49	0.00	256,331.49
2272	CP INDIGENT DRVR ALC TREATMT	11,586.08	0.00	0.00	11,586.08	0.00	11,586.08
2273	CHILDREN SERVICES	8,919,674.09	302,444.46	318,193.05	8,903,925.50	59,524.55	8,963,450.05
2274	COUNTY COURT COMPUTR 1907.261A	67,998.02	1,098.00	0.00	69,096.02	0.00	69,096.02
2275	COUNTY CRT CLK COMP 1907.261B	17,158.67	2,717.00	0.00	19,875.67	0.00	19,875.67
2276	PROBATE COMPUTER 2101.162	87,019.76	696.00	0.00	87,715.76	0.00	87,715.76
2277	PROBATE CLERK COMPUTR 2101.162	235,059.01	2,320.00	0.00	237,379.01	0.00	237,379.01
2278	JUVENILE CLK COMPUTR 2151.541	22,976.11	1,110.00	0.00	24,086.11	0.00	24,086.11
2279	JUVENILE COMPUTER 2151.541	40,330.00	333.00	0.00	40,663.00	0.00	40,663.00
2280	COMMON PLEAS COMPUTER 2303.201	58,149.74	1,521.00	0.00	59,670.74	0.00	59,670.74
2281	DOMESTIC REL COMPUTER 2301.031	10,781.70	189.00	0.00	10,970.70	0.00	10,970.70
2282	CLERK COURTS COMPUTER 2303.201	244,589.81	5,508.00	0.00	250,097.81	0.00	250,097.81
2283	COUNTY CT SPEC PROJ 1907.24B1	1,836,304.19	19,793.33	3,095.99	1,853,001.53	686.39	1,853,687.92

Financial Statement for 2021 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2284	COGNITIVE INTERVENTION PROGRAM	366,848.84	10,727.70	-4,538.11	382,114.65	80.00	382,194.65
2285	CONCEALED HANDGUN LICENSE	778,543.56	8,397.50	5,164.32	781,776.74	185.98	781,962.72
2286	SHERIFF-DRUG LAW ENFORCEMENT	13,150.15	550.00	175.98	13,524.17	2,090.76	15,614.93
2287	SHERIFF-LAW ENFORCEMENT TRUST	125,566.66	0.00	2,344.37	123,222.29	48.52	123,270.81
2288	COMM BASED CORRECTIONS DONATIO	7,765.63	0.00	520.37	7,245.26	95.52	7,340.78
2289	COMMUNITY BASED CORRECTIONS	212,644.67	0.00	110,766.88	101,877.79	2,250.00	104,127.79
2290	HAZ MAT EMERG PLAN SPEC FUND	3.84	0.00	0.00	3.84	0.00	3.84
2291	SHERIFF-D.A.R.E. PROGRAM	1,163.53	0.00	0.00	1,163.53	0.00	1,163.53
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	38,656.85	0.00	0.00	38,656.85	0.00	38,656.85
2294	SHERIFF DARE LAW ENFORC GRANT	0.00	0.00	0.00	0.00	0.00	0.00
2295	TACTICAL RESPONSE UNIT	15,142.34	7,000.00	1,552.24	20,590.10	235.28	20,825.38
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	121,658.43	3,825.00	0.00	125,483.43	0.00	125,483.43
2298	REHAB INC FUNDS	79,776.74	0.00	0.00	79,776.74	0.00	79,776.74
2299	COUNTY TRANSIT	1,194,789.33	138,454.64	81,326.11	1,251,917.86	0.00	1,251,917.86
3327	BOND RETIREMENT SPECIAL ASSMT	245,712.62	0.00	27,916.51	217,796.11	23,235.26	241,031.37
3360	STATE OPWC LOAN	112,715.70	0.00	56,357.85	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	918,271.25	0.00	14,135.62	904,135.63	14,135.62	918,271.25
3384	TAX INCREMENT FINANCING - P&G	885,399.78	0.00	16,700.00	868,699.78	0.00	868,699.78
3393	RID BOND GREENS OF BUNNEL	3,114,708.48	36,515.08	101,321.00	3,049,902.56	101,321.00	3,151,223.56
3395	JAIL BONDS 2019	5,047,254.09	0.00	5,046,775.00	479.09	0.00	479.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	31,044.12	0.00	0.00	31,044.12	0.00	31,044.12
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	71,801.96	0.00	0.00	71,801.96	0.00	71,801.96
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	437,570.02	0.00	0.00	437,570.02	0.00	437,570.02
4438	NB COLUMBIA/3C RIGHT TURN LN	18,796.69	0.00	0.00	18,796.69	0.00	18,796.69
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2021 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4451	ROAD INFRASTRUCTURE	14,500,000.00	0.00	0.00	14,500,000.00	0.00	14,500,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	499,178.99	0.00	55,287.57	443,891.42	0.00	443,891.42
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	7,478,091.88	0.00	998,859.78	6,479,232.10	0.00	6,479,232.10
4479	AIRPORT CONSTRUCTION	950,788.61	0.00	2,500.00	948,288.61	0.00	948,288.61
4484	P&G TIF ROAD CONSTRUCTION	1,765,865.32	0.00	1,765,865.32	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	752,964.02	0.00	11,215.00	741,749.02	0.00	741,749.02
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	3,275,709.66	0.00	11,204.28	3,264,505.38	0.00	3,264,505.38
4493	REDEVELOPMENT TAX EQUIV FUND	2,014,131.37	0.00	324,663.82	1,689,467.55	0.00	1,689,467.55
4494	COURTS BUILDING	1,945,854.77	0.00	49,128.40	1,896,726.37	53,496.40	1,950,222.77
4495	JAIL CONSTRUCTION SALES TAX	24,172,661.99	827,165.91	2,652,992.83	22,346,835.07	556,294.17	22,903,129.24
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	287,507.59	0.00	0.00	287,507.59	0.00	287,507.59
5510	WATER REVENUE	35,153,276.99	1,198,523.68	828,594.69	35,523,205.98	191,870.45	35,715,076.43
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	2,072,865.49	45,395.48	217,777.64	1,900,483.33	185,356.27	2,085,839.60
5580	SEWER REVENUE	29,465,438.47	513,346.03	798,432.35	29,180,351.15	487,287.28	29,667,638.43
5581	SEWER IMPROV-WC VOCATIONAL SCH	236,188.49	0.00	0.00	236,188.49	0.00	236,188.49
5583	WATER CONST PROJECTS	4,060,426.69	778,687.13	1,380,396.33	3,458,717.49	80,225.97	3,538,943.46
5590	STORM WATER TIER 1	279,155.25	0.00	1,180.00	277,975.25	1,180.00	279,155.25
6619	VEHICLE MAINTENANCE ROTARY	219,703.89	31,887.54	18,115.59	233,475.84	312.40	233,788.24
6630	SHERIFF'S POLICING REVOLV FUND	1,007,628.42	0.00	355,273.99	652,354.43	0.00	652,354.43
6631	COMMUNICATIONS ROTARY	313,383.14	5,183.17	3,596.04	314,970.27	0.00	314,970.27
6632	HEALTH INSURANCE	3,532,217.89	881,593.39	941,782.67	3,472,028.61	104,107.97	3,576,136.58
6636	WORKERS COMP SELF INSURANCE	1,804,099.73	0.00	33,035.67	1,771,064.06	7,558.17	1,778,622.23
6637	PROPERTY & CASUALTY INSURANCE	78,113.28	16,812.45	3,280.00	91,645.73	0.00	91,645.73
6650	GASOLINE ROTARY	201,159.50	64,869.34	52,774.27	213,254.57	0.00	213,254.57
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	438,844.46	438,837.55	6.91	0.00	6.91
7709	CORPORATION FUND	15,278.73	302,377.79	313,890.87	3,765.65	0.00	3,765.65

Financial Statement for 2021 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7713	WATER-SEWER ROTARY FUND	334,325.94	1,882,826.40	2,073,401.76	143,750.58	26,800.91	170,551.49
7714	PAYROLL ROTARY	917,887.97	3,247,155.29	3,202,479.20	962,564.06	760,569.85	1,723,133.91
7715	NON PARTICIPANT ROTARY	3,475.44	386.16	3,475.44	386.16	0.00	386.16
7716	SCHOOL	0.00	24,972.36	24,972.36	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	7,090,851.91	1,536,031.24	106,858.58	8,520,024.57	8,653.55	8,528,678.12
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	71,751.50	9,441.64	38,900.74	42,292.40	398.15	42,690.55
7720	LOCAL GOVERNMENT FUND	0.00	416,688.17	416,688.17	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	27.62	27.62	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	146.86	8,125.00	0.00	8,271.86	0.00	8,271.86
7723	GASOLINE TAX	0.00	543,777.75	543,777.75	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	435,049.39	0.00	31,483.62	403,565.77	0.00	403,565.77
7725	UNDIVIDED WIRELESS 911 GOV ASS	18,773.08	35,927.80	36,736.98	17,963.90	9,386.54	27,350.44
7726	MOTOR VEHICLE LICENSE TAX	0.00	981,750.92	981,750.92	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	399,073.85	3,163.43	20,976.57	381,260.71	30,656.55	411,917.26
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	13,242.30	0.00	0.00	13,242.30	0.00	13,242.30
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	19,747.75	10,594.50	10,247.14	20,095.11	0.00	20,095.11
7742	LIBRARIES	0.00	482,549.58	482,549.58	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	2,514.00	0.00	2,514.00	0.00	2,514.00
7745	STATE	3,709.15	2,141.50	3,709.17	2,141.48	3,709.17	5,850.65
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	944.44	0.00	105.61	838.83	0.00	838.83
7751	UNDIVIDED INTEREST	0.00	217,638.87	217,638.87	0.00	0.00	0.00
7754	OHIO ELECTIONS COMMISSION FUND	0.00	20.00	20.00	0.00	20.00	20.00
7756	SEWER ROTARY	89,435.00	51,718.50	77,360.00	63,793.50	6,896.00	70,689.50
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	94,200.10	94,200.10	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	24,438.78	444.00	0.00	24,882.78	0.00	24,882.78
7766	ESCROW ROTARY	905,877.99	0.00	28,109.72	877,768.27	28,109.72	905,877.99
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	799.29	10,189.37	0.00	10,988.66	0.00	10,988.66

Financial Statement for 2021 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7769	BANKRUPTCY POST PETITION CONDU	11,442.85	3,830.37	0.00	15,273.22	0.00	15,273.22
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	220.00	0.00	0.00	220.00	0.00	220.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	16,644.75	15,527.75	15,415.25	16,757.25	0.00	16,757.25
7776	UNDIVIDED EVIDENCE SHERIFF	114,587.38	5,084.00	850.00	118,821.38	121.61	118,942.99
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	34,144.11	188,300.00	150.00	222,294.11	0.00	222,294.11
7779	UNDIVIDED DRUG TASK FORCE SEIZ	111,046.41	7,404.98	6,517.08	111,934.31	1,955.10	113,889.41
7781	REFUNDABLE DEPOSITS	448,342.98	18,324.31	19,542.29	447,125.00	6,108.99	453,233.99
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	2,499,127.25	2,499,127.25	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DERE	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	183,718.80	151,568.80	0.00	335,287.60	0.00	335,287.60
7795	UNDIVIDED INDIGENT FEES	0.00	2,690.00	2,690.00	0.00	538.00	538.00
7796	MUNICIPAL ORD VIOLATION INDIGE	6,388.41	920.40	1,164.00	6,144.81	440.00	6,584.81
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	29,246.26	29,246.26	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	718,838.28	0.00	0.00	718,838.28	0.00	718,838.28
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	8,370,847.64	302,049.73	243,206.37	8,429,691.00	92,041.63	8,521,732.63
9912	FOOD SERVICE	348,294.28	7,526.00	0.00	355,820.28	76.51	355,896.79
9915	PLUMBING BOND-HEALTH DEPT.	14,500.00	0.00	1,000.00	13,500.00	500.00	14,000.00
9916	STATE REGULATED SEWAGE PROGRAM	236,758.96	29,351.25	3,651.25	262,458.96	30.00	262,488.96
9925	SOIL & WATER CONSERVATION DIST	842,611.50	0.00	66,710.94	775,900.56	5,567.36	781,467.92
9928	REGIONAL PLANNING	267,026.72	16,149.00	32,509.51	250,666.21	637.00	251,303.21
9938	WARREN COUNTY PARK DISTRICT	603,609.19	649,115.83	69,974.38	1,182,750.64	33,234.80	1,215,985.44
9944	ARMCO PARK	333,846.00	114,252.18	169,017.16	279,081.02	11,049.29	290,130.31
9953	WATER SYSTEM FUND	39,036.08	3,624.00	659.00	42,001.08	145.00	42,146.08
9954	MENTAL HEALTH RECOVERY BOARD	14,417,967.73	389,028.37	607,715.88	14,199,270.22	123,218.46	14,322,488.68
9961	HEALTH GRANT FUND	1,395,771.08	180,694.13	346,634.92	1,229,830.29	750.00	1,230,580.29

Financial Statement for 2021 Period 5



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9963	CAMPGROUNDS	6,026.20	862.50	0.00	6,888.70	0.00	6,888.70
9976	HEALTH - SWIMMING POOL FUND	202,217.74	11,355.00	0.00	213,572.74	274.00	213,846.74
9977	DRUG TASK FORCE COG	897,369.68	10,916.63	6,794.03	901,492.28	499.26	901,991.54
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
							0.00
Total		371,955,235.26	32,775,141.68	39,575,940.39	365,154,436.55	3,862,635.93	369,017,072.48

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for May, 2021 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0776

Adopted Date June 08, 2021

ACKNOWLEDGE PAYMENT OF BILLS

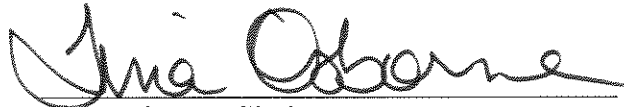
BE IT RESOLVED, to acknowledge payment of bills from 6/1/21 and 6/3/21 as attached hereto and made a part hereof.

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 21-0777

Adopted Date June 08, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR WATERCREST AT LANDEN, LLC FOR COMPLETION OF IMPROVEMENTS IN WATERCREST AT LANDEN, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

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

BOND REDUCTION

Bond Number	: 20-010 (P/S)
Development	: Watercrest at Landen, Section 2
Developer	: Watercrest at Landen, LLC
Township	: Deerfield
Reduction Amount	: \$6,100.36
Surety Company	: Central Bancshares, Inc. Cashier Check#25188357

BE IT FURTHER RESOLVED: the original amount of bond was \$46,964.32 and after the above reduction, the new required bond amount is \$40,863.96.

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Watercrest at Landen, LLC, Attn: Greg Berling, 3333 Madison Pk, Ste C, Ft. Wright, KY 41017
Engineer (file)
Bond Agreement File
OMB- S. Spencer

Resolution

Number 21-0778

Adopted Date June 08, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH COUNTRY CREEK ASSOCIATES, LTD FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN COUNTRY CREEK ESTATES, SECTION THREE, SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	21-011 (W/S)
Development	:	Country Creek Estates, Section Three
Developer	:	Contry Creek Associates, LTD
Township	:	Clearcreek
Amount	:	\$17,202.80
Surety Company	:	Civista Bank (LOC #10043130A)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Country Creek Associates, LTD, 3445 Newmark Dr., Miamisburg, OH 45342
Civista Bank, P.O. Box 5016, Sandusky OH 44871
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

10043130A 21-011 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Country Creek Associates, Ltd.
_____ (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Civista Bank (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Country Creek
Estates Subdivision, Section/Phase Three (3) (hereinafter the "Subdivision") situated in
Clearcreek (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 \$172,028.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A 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 \$17,202.80 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:

Country Creek Associates, Ltd.
Attn: Sharon Gross
3445 Newmark Drive
Miamisburg, Ohio 45342
Ph. (937) 278 - 0851

D. To the Surety:

Civista Bank
PO Box 5016
Sandusky OH 44871

Ph. (800) 604 - 9368

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 # 10043130A)

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.

Country Creek Associates LLC
 By: *Oberer Land Developers, Ltd, manager*
 SIGNATURE: *[Signature]*

PRINTED NAME: George R. Oberer, Jr.

TITLE: Manager

DATE: 3-12-21

SURETY: *Civista Bank*

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

Civista Bank

SIGNATURE: *By: Kay E. Sandusky*

PRINTED NAME: Kay E. Sandusky

TITLE: Kay E. Sandusky, SVP
Senior Vice Pres

DATE: 3-12-21

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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 21-0778, dated 6/8/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: David W. Young

TITLE: President

DATE: 6/8/21

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



IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: March 12, 2021

To the Beneficiary: Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

Irrevocable Letter of Credit # 10043130A
Loan #10043130

Dear Sir:

We hereby issue in your favor this Irrevocable Standby Letter of Credit for the account of COUNTRY CREEK ASSOCIATES, LLC, an Ohio limited liability company ("Developer"), for water and sanitary sewer improvements in Country Creek Estates, Section Three, Warren County, Ohio up to an aggregate amount of Seventeen Thousand Two Hundred Two and 80/100 Dollars (U.S. \$17,202.80) available by your draft(s) at sight drawn on Civista Bank, Sandusky, Ohio.

Drafts to be accompanied by the following document(s):

1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that COUNTRY CREEK ASSOCIATES, LLC, an Ohio limited liability company defaulted in the performance of installation of water and sanitary sewer improvements within Country Creek Estates, Section Three, Warren County, Ohio in accordance with the Developer's agreements for water and sanitary sewer."

2) Original Letter of Credit and any amendments: Draft(s) must be marked "Drawn under Civista Bank Standby Letter of Credit No. 10043130A (fill in amount not to exceed \$17,202.80).

Subject to the maximum aggregate limit of this Irrevocable Letter of Credit, if your sight draft and drawing certificate are presented at or before 1:00 P.M., Sandusky, Ohio time, on any business day, payment will be made to you of the amount of such draft in same day funds before the close of business on the same business day. Subject to the maximum aggregate limit of this Irrevocable Standby Letter of Credit, if your sight draft and drawing certificate are presented after 1:00 P.M., Sandusky, Ohio time, on any business day, payment will be made to you of the amount of such sight draft in same day funds before the close of business on the next business day. Business day means any day on which banks are not authorized or required to close in Sandusky, Ohio.

Unless extended at our sole option, this letter of credit will expire upon the earlier of (i) the close of business on March 12, 2023, or (ii) the Beneficiary's unconditional acceptance of the water and sanitary sewer improvements in Country Creek Estates, Section Three, Warren County, Ohio. This original letter of credit shall be promptly surrendered to us by you upon such expiration.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify the Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Standby Practices of the International Chamber of Commerce, Publication NO. 600 (the "Uniform Customs"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio, including Article 5 of the Uniform Commercial Code, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to CIVISTA BANK, an Ohio banking corporation, having an office at 100 East Water Street, Sandusky, Ohio 44870, Attention: Loan Department, specifically referring thereon to Civista Bank, Irrevocable Standby Letter of Credit No. 10043130A.

This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. We shall not be called upon to determine questions of fact or law at issue between Developer and Beneficiary.

Sincerely,

CIVISTA BANK,
an Ohio banking corporation

By: 
Kay E. Sandusky, Senior Vice President



Country Creek Estates, Section 3
Clearcreek Twp., Warren County, OH
Warren County, OH

Sep 22, 2020
Job # 15-07-3
jlc.

Warren County Water & Sanitary Bond Estimate

ITEM	QUANTITY	UNIT	UNIT	AMOUNT
Remove existing plug FH and connect	2	ea	360.00	720.00
4" DI pipe, gravel backfill	771	lf	43.00	33,153.00
8" DI pipe, gravel backfill	2135	lf	43.00	91,805.00
12" DI pipe, gravel backfill	0	lf	86.00	0.00
Reset Temp. Fire Hydrant	2	ea	550.00	1,100.00
Fire Hydrant	7	ea	2,950.00	20,650.00
3/4" services, gravel backfill	435	l.f.	24.00	10,440.00
4" Blow-off Valve (no longer required)	0	ea	630.00	0.00
6" Gate Valve & Box	9	ea	880.00	7,920.00
8" Gate Valve & Box	3	ea	1,300.00	3,900.00
12" Gate Valve & Box	0	ea	1,900.00	0.00
8" x 8" Tee	2	ea	620.00	1,240.00
8" x 8" Cross	1	ea	1,100.00	1,100.00
24" Water Main Encasement, per Detail W-5	0	l.f.	40.00	0.00
Water System SubTotal				172,028.00



Country Creek Estates, Section 3
 Clearcreek Twp., Warren County, OH
 Warren County, OH

Sep 22, 2020
 Job # 15-07-3
 jlc.

Site Grading Design outside of the R/W

ITEM	QUANTITY	UNIT	UNIT	AMOUNT
Clearing & Grubbing outside of the R/W		Lump Sum	2,400.00	2,400.00
Excavate Drainage Swales	5730	l.f.	5.00	28,650.00
Fine Grading, Seeding & Mulching disturbed areas	7060	s.y.	0.63	4,447.80
TOTAL				\$35,497.80

SWPPP Control Measures

ITEM	QUANTITY	UNIT	UNIT	AMOUNT
Silt Fence	768	l.f.	2.50	1,920.00
Diversion Ditch to By-Pass runoff	0	s.y.	2.00	0.00
Detention/Water Quality Basin	0	c.y.	6.25	0.00
Catch Basin Inlet Protection	14	c.y.	150.00	2,100.00
Construction Entrance 24' x 50' x 12" D = 44.3 c.y.	120.0	c.y.	67.15	8,058.00
Filter Fabric Ditch Check, per detail	0	l.f.	8.20	0.00
Stone Ditch Checks	40	l.f.	7.50	300.00
TOTAL				\$12,378.00

TOTAL for Bonding	\$47,875.80
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219,903.⁸⁰

 285,874.94

Resolution

Number 21-0779

Adopted Date June 08, 2021

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH COUNTRY CREEK ASSOCIATES, LTD. FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR COUNTRY CREEK ESTATES, SECTION THREE SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	: 21-005 (P)
Development	: Country Creek Estates, Section Three
Developer	: Country Creek Associates, Ltd
Township	: Clearcreek
Amount	: \$185,989.96
Surety Company	: Civista Bank (10043130B)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

10043130 B 21-005(P)

This Agreement made and concluded at Lebanon, Ohio, by and between Country Creek Associates, Ltd. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Civista Bank (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Country Creek Estates Subdivision, Section/Phase Three (3) (hereinafter the "Subdivision") situated in Clearcreek (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 \$490,867.80, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$143,069.20; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$185,989.96 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 two 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 \$98,173.56 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:

Country Creek Associates, Ltd.
Attn: Sharon Gross
3445 Newmark Drive
Miamisburg, Ohio 45342
Ph. (937) 258 - 0851

D. To the Surety:

Civista Bank
PO Box 5016
Sandusky OH 44871

Ph. (800) 604 - 9368

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 # 10043130B)

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.
Country Creek Associates LLC
By: Oberer Land Developers, Ltd
manager
 SIGNATURE: *By: George R. Oberer, Jr.*
 PRINTED NAME: George R. Oberer, Jr.
 TITLE: Manager
 DATE: 3-12-21

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement.
Civista Bank
 SIGNATURE: *Kay E. Sandusky*
 PRINTED NAME: Kay E. Sandusky
 TITLE: Senior Vice President
 DATE: 3-12-21

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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 21-0779, dated 6/8/21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

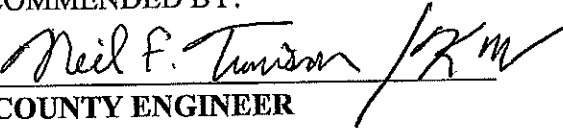
SIGNATURE: 

PRINTED NAME: David G Young

TITLE: President

DATE: 6/8/21

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



IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: March 12, 2021

To the Beneficiary: Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

Irrevocable Letter of Credit # 10043130B
Loan #10043130

Dear Sir:

We hereby issue in your favor this Irrevocable Standby Letter of Credit for the account of COUNTRY CREEK ASSOCIATES, LLC, an Ohio limited liability company ("Developer"), for street, storm sewer and sidewalk improvements in Country Creek Estates, Section Three, Warren County, Ohio up to an aggregate amount of One Hundred Eighty-Five Thousand Nine Hundred Eighty-Nine and 96/100 Dollars (U.S. \$185,989.96) available by your draft(s) at sight drawn on Civista Bank, Sandusky, Ohio.

Drafts to be accompanied by the following document(s):

1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that COUNTRY CREEK ASSOCIATES, LLC, an Ohio limited liability company defaulted in the performance of installation of street, storm sewer and sidewalk improvements within Country Creek Estates, Section Three, Warren County, Ohio in accordance with the Developer's agreements for streets, storm sewers and sidewalks."

2) Original Letter of Credit and any amendments: Draft(s) must be marked "Drawn under Civista Bank Standby Letter of Credit No. 10043130B (fill in amount not to exceed \$185,989.96).

Subject to the maximum aggregate limit of this Irrevocable Letter of Credit, if your sight draft and drawing certificate are presented at or before 1:00 P.M., Sandusky, Ohio time, on any business day, payment will be made to you of the amount of such draft in same day funds before the close of business on the same business day. Subject to the maximum aggregate limit of this Irrevocable Standby Letter of Credit, if your sight draft and drawing certificate are presented after 1:00 P.M., Sandusky, Ohio time, on any business day, payment will be made to you of the amount of such sight draft in same day funds before the close of business on the next business day. Business day means any day on which banks are not authorized or required to close in Sandusky, Ohio.

Unless extended at our sole option, this letter of credit will expire upon the earlier of (i) the close of business on March 12, 2023, or (ii) the Beneficiary's unconditional acceptance of the street, storm sewer and sidewalk improvements in Country Creek Estates, Section Three, Warren County, Ohio. This original letter of credit shall be promptly surrendered to us by you upon such expiration.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify the Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

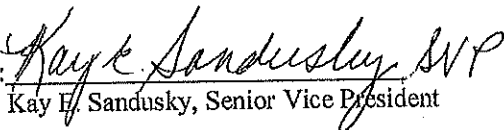
Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Standby Practices of the International Chamber of Commerce, Publication NO. 600 (the "Uniform Customs"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio, including Article 5 of the Uniform Commercial Code, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to CIVISTA BANK, an Ohio banking corporation, having an office at 100 East Water Street, Sandusky, Ohio 44870, Attention: Loan Department, specifically referring thereon to Civista Bank, Irrevocable Standby Letter of Credit No. 10043130B.

This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. We shall not be called upon to determine questions of fact or law at issue between Developer and Beneficiary.

Sincerely,

CIVISTA BANK,
an Ohio banking corporation

By: 
Kay E. Sandusky, Senior Vice President

#	DESCRIPTION	QTY	UNITS	UNIT COST	TOTAL COST	UNCOMP QTY	UNCOMP ITEMS	CONSTRUCTION STATUS					
								REPORTS		COMPLETE		COMMENTS	
								TEST	INSP	YES	NO		
1	Clearing and Grubbing	1	LS	4,800.00	\$4,800.00	0.25	\$1,200.00						
2	Excavation & Embankment	7,860	CY	5.50	\$43,230.00	1500	\$8,250.00						
3	Storm Sewer 6" perforated HDPE	980	LF	10.60	\$10,388.00		\$0.00						
4	Storm Sewer 12" Storm, ADS N-12, incl gravel backfill	360	LF	28.00	\$10,080.00		\$0.00						
5	Storm Sewer 15" Storm, ADS N-12, incl gravel backfill	148	LF	28.00	\$4,144.00		\$0.00						
6	Storm Sewer 18" Storm, ADS N-12, incl gravel backfill	1,329	LF	33.00	\$43,857.00		\$0.00						
7	Storm Sewer 24" Storm, ADS N-12, incl gravel backfill	40	LF	40.00	\$1,600.00		\$0.00						
8	Headwall 12"	0	EA	600.00	\$0.00		\$0.00						
9	Headwall 15"	0	EA	600.00	\$0.00		\$0.00						
10	Headwall 18"	4	EA	600.00	\$2,400.00		\$0.00						
11	Headwall 24"	0	EA	600.00	\$0.00		\$0.00						
12	Headwall 30"	0	EA	600.00	\$0.00		\$0.00						
13	Flared End 18"	1	EA	800.00	\$800.00		\$0.00						
14	Flared End 24"	1	EA	1,000.00	\$1,000.00		\$0.00						
15	Flared End 36"	0	EA	1,200.00	\$0.00		\$0.00						
16	Catch Basin ODOT 2-2 A	1	EA	2,000.00	\$2,000.00		\$0.00						
17	Catch Basin ODOT 2-2 B	10	EA	3,000.00	\$30,000.00		\$0.00						
18	Catch Basin ODOT 2-3	1	EA	3,500.00	\$3,500.00		\$0.00						
19	Catch Basin ODOT 2-3 A	2			\$0.00		\$0.00						
20	Curb & Gutter - Barrier for Entrance	1,800	LF	16.00	\$28,800.00	1800	\$28,800.00						
21	Master Sump Pump		LF		\$0.00		\$0.00						
22	Street Base (5" - 301)	7,652	SY	18.00	\$137,736.00	350	\$6,300.00						
23	Asphalt, Intermediate leveling course (2" - 448)	7,652	SY	9.00	\$68,868.00	350	\$3,150.00						
24	Tack Coat	765	0.3	3.00	\$2,295.60		\$0.00						
25	Street Surface (1 1/2" - 448)	7,652	SY	7.60	\$58,155.20	7652	\$58,155.20						
26	Existing Road Improvements	0	LS		\$0.00		\$0.00						
27	Street Name Signs (Including Post)	3	EA	450.00	\$1,350.00	3	\$1,350.00						
28	Stop Signs (Including Post)	2	EA	140.00	\$280.00	2	\$280.00						
29	Guard Rail	0	LF	40.00	\$0.00		\$0.00						

Performance and Sidewalk Bond - Country Creek Estates, Section 2

30	Street Lighting	5	LS	2,500.00	\$12,500.00	5	\$12,500.00					
31	Wheel Chair Ramps	2	EA	750.00	\$1,500.00	2	\$1,500.00					
32	Sodding	0	SY	6.00	\$0.00		\$0.00					
33	Seeding & Mulching	12,560	SY	0.90	\$11,304.00	12560	\$11,304.00					
34	Monuments	2	EA	350.00	\$700.00	2	\$700.00					
35	Lot Corner Pins	59	EA	160.00	\$9,440.00	59	\$9,440.00					
36	Speed Limit Signs	1	EA	140.00	\$140.00	1	\$140.00					
37	Sidewalk	0	SF		\$0.00		\$0.00					
	TOTAL COST UNCOMPLETED COST				\$490,867.80		\$143,069.20					
	MAINTEN. AMOUNT BOND AMOUNT				\$98,173.56		\$185,989.96					

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0780

Adopted Date June 08, 2021

APPROVE VARIOUS RECORD PLATS

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

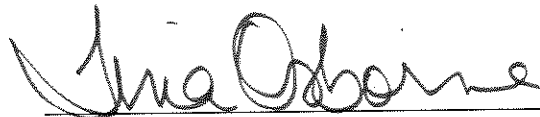
- Country Creek Estates Section Three – Clearcreek Township

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 21-0781

Adopted Date June 08, 2021

APPROVE OPERATING TRANSFERS FROM WATER 5510 (SURPLUS) INTO 5583 WATER REVENUE PROJECTS FUND

WHEREAS, it has previously been determined that all of the projects in Fund 5583 are going to be financed fully or partially through Water Revenue Funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5583; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

Operational Transfer

\$4,000,000.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833208-AAREVENUE-5583-49000	(Water Softening Project)
\$1,924.17	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833213-AAREVENUE-5583-49000	(Township Line Rd Project)
\$74,200.06	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833214-AAREVENUE-5583-49000	(Kings Mills Infrastructure Project)
\$850.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833215-AAREVENUE-5583-49000	(Snider Rd Storage Tank Paint Proj)
\$13,639.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833216-AAREVENUE-5583-49000	(South Union Rd Improvements Proj)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Operational Transfer file
Water/Sewer (File)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0782

Adopted Date June 08, 2021

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN COMMON PLEAS - DOMESTIC
RELATIONS DIVISION GRANT FUND #11011230

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 45,000.00 into 11011230 5321 (Data Approval Capital BOCC)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Domestic Relations (file)

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

Resolution

Number 21-0783

Adopted Date June 08, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO BUILDING AND ZONING FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Building and Zoning Fund #11012300 in order to process a vacation leave payout for Roderick Adler former employee of Building and Zoning:

\$2,911.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012300-5882	(Building and Zoning - Vacation Leave Payout)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building and Zoning (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0784

Adopted Date June 08, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,500.00 from #11011223-5400 (Purchased Services)
 into #11011223-5910 (Other Expenses)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0785

Adopted Date June 08, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
#11012200

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50.00	from	11012200-5223	(Gas & Oil – Operating Supplies)
	into	11012200-5950	(Refunds)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0786

Adopted Date June 08, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
#11012210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$243.73	from	11012210-5855	(Clothing/Personal Equip)
	into	11012210-5840	(Unemployment Comp)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0787

Adopted Date June 08, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SOLID WASTE
MANAGEMENT DISTRICT FUND #2256

WHEREAS, funds are needed to cover anticipated costs for Medicare expenses, and

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

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

\$250.00	from	#22564410-5850	(Solid Waste – Training/Education)
	into	#22564410-5871	(Solid Waste - Medicare)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adjustment file
Solid Waste (file)

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

Resolution

Number 21-0788

Adopted Date June 08, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

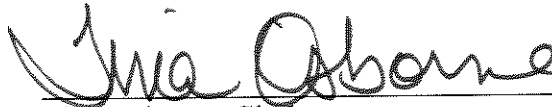
\$1,040.00 from #22735100-5447 (Child Placement Specialized)
 into #22735100-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0789

Adopted Date June 08, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

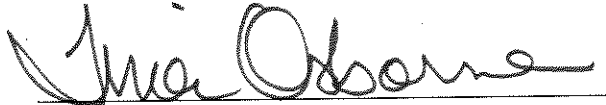
\$1,000.00	from	#22997000-5912	(Transit – Admin Costs)
	into	#22997000-5910	(Transit – Other Expense)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adj. file
Transit (file)

Resolution

Number 21-0790

Adopted Date June 08, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department needs to process an appropriation adjustment in order to have enough available appropriations required to cancel Requisition #211928 currently active in MUNIS; and

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

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

\$117,152.42	from	55103200 - 5998	(Reserve/Contingency)
	into	55103209 - 5400	(Purchased Services)

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0791

Adopted Date June 08, 2021

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.

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

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

Resolution adopted this 8th day of June 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	BECKMAN ENVIRONMENTAL SERVICES	SEW PUMPS, ADAPTORS, RELAYS FO	58,290.00
SHE	CINCYAUTOS, INC	SHE 2021 FORD EXPLORER PIU	33,347.00
BOC	ZIMMER TRACTOR INC	BOC RIDING MOWER FOR AIRPORT	14,187.22
TEL	MOBILCOMM INC	TEL NETCLOCK SERVER	14,380.00
FAC	VICTORY SUPPLY LLC	FAC NEW JAIL INMATE SANDALS	477.00
FAC	WALTER F STEPHENS JR INC	FAC NEW JAIL INMATE TOWELS	954.00
FAC	CHARM TEX	FAC NEW JAIL INMATE SNEAKERS	2,235.00
WIB	SHINDER, DAVID K	WIB DEVELOPMENT OF LOCAL PLAN	10,000.00
WAT	OHIO MACHICHINERY CO	SEW PREVENTATIVE MAINTENANCE/S	3,932.06

6/8/2025 APPROVED:



Tiffany Zindel, County Administrator