

Resolution

Number 22-0261

Adopted Date February 22, 2022

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

WHEREAS, Bailey Cobb, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective February 16, 2022; and


NOW THEREFORE BE IT RESOLVED, to approve Bailey Cobb's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.61 per hour effective pay period beginning February 26, 2022.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

Resolution

Number 22-0262

Adopted Date February 22, 2022

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

WHEREAS, Elizabeth Kaufman, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective February 16, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Elizabeth Kaufman's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.61 per hour effective pay period beginning February 26, 2022.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

Resolution

Number 22-0263

Adopted Date February 22, 2022

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KOLE GENTRY WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Kole Gentry, Water Treatment Plant Technician within the Warren County Water and Sewer Department, has successfully completed a 365-day probationary period, effective February 16, 2022; and

NOW THEREFORE BE IT RESOLVED, to approve Kole Gentry's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$17.06 per hour effective pay period beginning February 26, 2022.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Water/Sewer (file)
K. Gentry's Personnel File
OMB – Sue Spencer

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

Resolution

Number 22-0264

Adopted Date February 22, 2022

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
FEBRUARY 24, 2022

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
February 24, 2022.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: Auditor
Commissioners' file
Press

Resolution

Number 22-0265

Adopted Date February 22, 2022

SET ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF
CONDITIONS REQUIRED FOR AN ACCESS PERMIT FOR TURTLECREEK
INVESTMENTS LLC

BE IT RESOLVED, to set the administrative hearing required to consider a Request for Variance and Appeal of Conditions Required for an Access Permit filed by Turtlecreek Investments, LLC, owner or record, for access to Greentree Road for Parcels # 082510003 and 082510001 in Turtlecreek Township; said public hearing to be held March 15, 2022, at 9:15 a.m. in the County Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Engineer (file)
Public Hearing file
Applicant – Turtlecreek Investments, LLC
Maronda Homes (agent)
Turtlecreek Township Trustees
Bruce McGary

Resolution

Number 22-0266

Adopted Date February 22, 2022

ADVERTISE FOR BIDS FOR THE WARREN COUNTY AIRPORT- TAXIWAY LIGHTING
AND NEW WIND CONE PROJECT

BE IT RESOLVED, to advertise for bids for the Warren County Airport – Taxiway Lighting and
New Wind Cone Project; and

BE IT FURTHER RESOLVED, to advertise said bid for two (2) weeks in a newspaper of general
circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of
February 27, 2022; bid opening to be March 21, 2022 @ 3:00 p.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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

KP/

cc: Airport (file)
OMB Bid file

Resolution

Number 22-0267

Adopted Date February 22, 2022

ADVERTISE FOR BIDS FOR THE SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

BE IT RESOLVED, to advertise for bids for the Sycamore Wastewater Treatment Plant Upgrades Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two (2) consecutive weeks on the Warren County website, beginning the week of February 27, 2022; bid opening to be April 14, 2022 @ 11:00 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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

KP/

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 22-0268

Adopted Date February 22, 2022

APPROVE EMERGENCY REPAIR TO 12" WATERMAIN UTILIZING A LINE STOP NEAR
ETHEL AVENUE

WHEREAS, the Water & Sewer Department experienced leaking valves on Ethel Avenue that affect the raw water main serving the new water softening membranes; and

WHEREAS, the repair is critical and time sensitive to the continued operation of our newly installed water softening membranes; and

WHEREAS, our crews so not have the ability or equipment to perform an in-service line stop; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXXXXX with Rangeline Tapping Services Inc. Inc. in the amount of \$8,000 for the installation of a line stop.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

caw

cc: Auditor
Water/Sewer (file)

Resolution

Number 22-0269

Adopted Date February 22, 2022

AUTHORIZE VICE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Lebanon Athletic Boosters are holding an event at the Warren County Fairgrounds on March 5, 2022, and are applying for an F-6 Liquor Permit; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign an F-6 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Lebanon Athletic Boosters for the purpose of obtaining a liquor license during the event being held at the Warren County Fairgrounds; 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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

tao/

cc: Warren County Agricultural Society (file)
Lebanon Athletic Boosters – Liza Johnson
C/A—Ohio Department of Commerce, Division of Liquor Control

Resolution

Number 22-0270

Adopted Date February 22, 2022

ENTER INTO CONTRACT WITH EAGLE BRIDGE COMPANY FOR THE KING AVENUE BRIDGE #282-0.97 REPLACEMENT OVER LITTLE MIAMI RIVER IMPROVEMENTS PROJECT

WHEREAS, pursuant to Resolution #22-0174 dated February 1, 2022 this Board approved a Notice of Intent to Award Bid for the King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project to Eagle Bridge Company, for a total bid price of \$22,047,747.70 ; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Eagle Bridge Company, P. O. Box 59 , Sidney, Ohio 45365, for a total contract price of \$22,047,747.70; 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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

KP/

cc: c/a— Eagle Bridge Company
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 22 day of February, 2022, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Eagle Bridge Company, P.O. Box 59 Sidney, Ohio 45365**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

KING AVENUE BRIDGE #282-0.97 REPLACEMENT OVER LITTLE MIAMI RIVER IMPROVEMENTS PROJECT (WAR-CR 282-0.97)

hereinafter called the project, for the sum of **\$22,047,747.70 (Twenty- Two Million, Forty- Seven Thousand, Seven- Hundred Forty-Seven Dollard and Seventy Cents)** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (it's or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Federal Davis Bacon Wage
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project is December 4, 2023 after the written Notice to Proceed has been issued from Warren County and ODOT and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$1,500.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney's fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

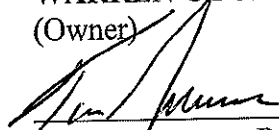
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

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

WARREN COUNTY BOARD OF COMMISSIONERS

(Owner)



Tom Grossmann, President

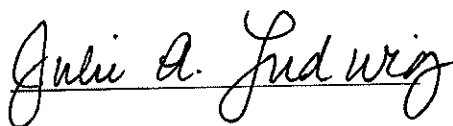
ATTEST:



Name


(Seal)

ATTEST:



Eagle Bridge Company

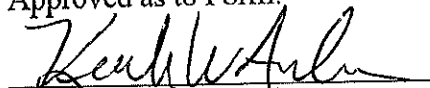
(Contractor)

By: 

Name and Title

Thomas J. Frantz - VP
VICE PRESIDENT

Approved as to Form:



Assistant Prosecutor



Resolution

Number 22-0271

Adopted Date February 22, 2022

DETERMINING THE NECESSITY FOR CERTAIN ROAD IMPROVEMENT PROJECTS FOR PUBLIC USE WITHOUT CHARGE WHERE SPECIAL ASSESSMENTS ARE NOT TO BE LEVIED OR COLLECTED, TO BE KNOWN AS THE KINGS ISLAND DRIVE, KINGS MILLS ROAD, KING AVENUE, COLUMBIA ROAD AND WILSON AVENUE IMPROVEMENTS IN DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO

WHEREAS, in accordance with Ohio Revised Code § 5555.02, et seq., a board of county commissioners may construct a public road by laying out and building a new road, or by improving, reconstructing, or repairing any public road or part of an existing public road; and,

WHEREAS, pursuant to Ohio Revised Code § 5555.03, et seq., by resolution adopted by a majority vote and acting without regard to or the necessity for a petition, may find that the public convenience and welfare require the improvement of any public road or roads, or parts thereof, identified in such resolution in a manner provided in 5555.06 of the Revised Code and may fix the route and termini of the improvement; and, if the board determines, in such resolution or a subsequent resolution, that special assessments are not to be levied or collected to pay any part of the county's costs of the improvement, the board, in that resolution or in a subsequent resolution (including a resolution authorizing the issuance or incurrence of public obligations for the improvement) may authorize the improvement and expenditure of funds required by the county for its construction and may proceed with the improvement without regard to any other procedures required by sections 5555.03 -.42; 5555.45-.47; 5555.50, and 5555.81-.83 of the Revised Code, except as otherwise provided; and

WHEREAS, pursuant to Ohio Revised Code § 5555.09, et seq., if the surveys, plans, profiles, and cross sections prepared by the County Engineer and filed with the board of county commissioners show that lands will be required for the improvement, the board shall proceed in accordance with sections 163.01 to 163.22 of the Revised Code; and

WHEREAS, in accordance with Am. Sub. S.B. 7 (127th General Assembly), certain changes to Chapter 163 of the Ohio Revised Code ["Appropriation of Property"] went into effect on October 10, 2007 that prescribes the procedural requirements by which public agencies must abide to appropriate real property for public use; and

WHEREAS, specifically Ohio Rev. Code § 163.021 (A) provides as a prerequisite that no public agency shall appropriate real property except as necessary and for public use; and,

WHEREAS, Ohio Rev. Code § 163.021 (A) places the initial burden on the public agency to show by a preponderance of the evidence that the taking is necessary for the public use; however, in accordance with Ohio Rev. Code § 163.09 (B) (1) (a), a resolution of the public agency declaring the necessity for the appropriation creates a rebuttable presumption of the necessity for the appropriation if the public agency is not appropriating the property because it is a blighted parcel or part of a blighted area or slum; and

WHEREAS, this Board is of the opinion that it is necessary to construct improvements to Kings Island Drive, Kings Mills Road, King Avenue, Columbia Road and Wilson Avenue; and

NOW THEREFORE BE IT RESOLVED, the Board does hereby determine that it is necessary for public safety, convenience and welfare to obtain or acquire Right-of-Way and easements for the following projects that do not include a blighted parcel or part of a blighted area or slum, for the construction of improvements to serve the public, without charge:

Kings Mills Road (CR 31) – Northbound I-71 ramps to Columbia Road (CR 15)

King Avenue (CR 282) – Columbia Road (CR 15) to Walnut Street (TR 1088)

Columbia Road (TR 15) – this is the township portion south of CR 31) – Wilson Avenue (TR 1117) to Kings Mills Road (CR 31)

Wilson Avenue (TR 1117)- Kings Island Drive (CR 110) to Columbia Road (TR 15)

Kings Island Drive (CR 110) – Wilson Avenue (TR 1117) to 400- Linear Feet north of Kingsview Drive (CR 112)

BE IT FURTHER RESOLVED, that the Board does hereby determine that special assessments are not to be levied or collected to pay any part of the county's costs of the said projects; and

BE IT FURTHER RESOLVED, if the surveys, plans, profiles, and cross sections prepared by the County Engineer and filed with this Board show that lands will be required for the said project, the Board may determine in a subsequent resolution to proceed in accordance with sections 163.01 to 163.22 of the Revised Code to acquire such lands if the County Engineer is unable to acquire such lands by voluntary conveyance.

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 – absent

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Engineer (file)
Project file

Resolution

Number 22-0272

Adopted Date February 22, 2022

AUTHORIZE COUNTY ENGINEER TO FUND WARREN COUNTY'S PORTION (EASTERN HALF) OF THE PAVEMENT RESURFACING OF BUTLER-WARREN COUNTY LINE ROAD BETWEEN FALLEN OAKS DRIVE AND WESTERN ROW ROAD, BEING 0.860 MILES IN LENGTH, IN AN AMOUNT NOT TO EXCEED \$85,000.00 THROUGH A JOINT PROJECT WITH WEST CHESTER TOWNSHIP, BUTLER COUNTY (WESTERN HALF) THROUGH THE BUTLER COUNTY ENGINEER'S 2022 PAVING PROGRAM AND APPROVE A FUTURE PURCHASE ORDER IN THE SAME AMOUNT WITH THE SELECTED PAVING CONTRACTOR

WHEREAS, the Butler-Warren County Line Road joint maintenance agreement was approved jointly by this Board and the Butler County Board of Commissioners on October 1, 1991; and

WHEREAS, the said joint maintenance agreement provides for completing capital improvements, such as pavement resurfacing, by splitting the cost equally between Warren County and Butler County; and

WHEREAS, Butler-Warren County Line Road is classified as a County Road in Warren County and a Township Road in Butler County; and

WHEREAS, the condition of Butler-Warren County Line Road between Fallen Oaks Drive and Western Row Road is deteriorating, which makes it necessary for the County Engineer and West Chester Township, Butler County, to complete a joint improvement project by resurfacing the pavement through the Butler County Engineer's 2022 Paving Program; and

NOW THEREFORE BE IT RESOLVED, to authorize County Engineer to fund Warren County's portion (eastern half) of the pavement resurfacing of Butler-Warren County Line Road between Fallen Oaks Drive and Western Row Road, being 0.860 miles in length, in an amount not to exceed \$85,000.00 through a joint project with West Chester Township, Butler County (western half) through the Butler County Engineer's 2022 Paving Program, final cost and contractor to be determined in the future at the time of contract award by Butler County; and

BE IT FURTHER RESOLVED, to approve a future purchase order in an amount not to exceed \$85,000.00 made payable to the contractor that is awarded the project by Butler County through their project bidding process.

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

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Deputy Clerk

cc: Engineer (file)

Resolution

Number 22-0273

Adopted Date February 22, 2022

ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH WOOLPERT, INC. FOR THE WARREN COUNTY BASE MAPPING PROJECT ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a professional services contract with Woolpert, Inc., One Easton Oval, Suite 400, Columbus, OH 43219-6062 for the Warren County Base Mapping Project, 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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Woolpert, Inc.
Engineer (file)

Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, is entered on 12 day of February, 2022, between Woolpert, Inc., One Easton Oval, Suite 400, Columbus, OH 43219-6062 ("Woolpert") and Warren County, Ohio ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished for the: Warren County Base Mapping Program ("Project"), all as described below (This agreement for services is to be performed in conjunction with the Ohio State Imagery Program (CSP#0A1177):

1. **Scope:** Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, as may be supplemented from time to time by separate Task Orders, which will always intend to reference and incorporate this Agreement. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with the labor schedule identified within Woolpert's proposal.

2. **Schedule:** Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the schedule described within Client's request and/or solicitation for services dated 08/19/2021. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.

3. **Budget:** Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the Project budget and/or Programming described within Client's request and/or solicitation for services dated 08/19/2021. Client understands that a modification to the budget may reasonably impact Woolpert's planned resource allocation, and that additional service and/or fee may be required to achieve the contemplated budget variance or value-engineered savings.

4. **Fees:** Client agrees the total compensation due Woolpert for its professional service demonstrated in Attachment A is described within Attachment B. Client agrees that Woolpert's compensation is not dependent or conditional upon Client's funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert interest at a rate of 1.5 percent per month. Amounts payable to Woolpert are exclusive of taxes. Client shall be responsible for payment of all applicable sales or services taxes in connection with this Agreement and the transactions contemplated hereunder or shall otherwise provide Woolpert with appropriate tax exemption certificates and documentation.

5. **Insurance:** Woolpert maintains an Insurance program, at its sole cost and discretion, which includes continual coverage for both professional and commercial liability. When required by a written

document, and if permitted by applicable law and/or industry regulation, Woolpert will accommodate specified terms and condition and/or afford additional insured status upon its applicable policies. Client shall be responsible for the costs of Insurance required by the project that is beyond Woolpert's typical Insurance program. A project-responsive copy of Woolpert's ACORD specimen is available upon Client's request.

6. **Communication:** Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement.

7. **Coordination:** Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations, or the project's schedule, budget or quality.

8. **Change Management:** Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.

9. **Documentation:** Woolpert and Client agree to reasonably maintain and store Project documentation that adequately describes the contemporaneous milestones, circumstances, and/or decisions related to the applicable scope and/or obligations required of this Agreement.

10. **Issues:** Woolpert and Client agree to timely identify and disclose all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible.

11. **Integration:** This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

Warren County, Ohio:

Signed: Tom Grossmann

Name: Tom Grossmann

Title: President

Woolpert, Inc.:

Signed: Oliver Brown

Name: Oliver Brown

Title: risk Management and Compliance Leader

• Attachments A, B, Terms and Conditions, are incorporated herein by reference and expressly made part of this Agreement.

- This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.





Client's Representative

- Name: Neil Tunison, PE, PS; Warren County Engineer
- Address: Warren County, Ohio Engineer's Office, 210 W Main Street, Lebanon, Ohio 45036
- Phone Number: (513) 695-3301
- Email address: Neil.Tunison@co.warren.oh.us

Client's Project Manager

- Name: Dawn Johnson, GISP; Warren County GIS Coordinator
- Address: Warren County, Ohio GIS Office, 406 Justice Drive, Lebanon, Ohio 45036
- Phone Number: (513) 695-2511
- Email address: Dawn.Johnson@co.warren.oh.us

Woolpert's Contacts

- Name: Brian Stevens, CP, GISP; Program Director
- Address: One Easton Oval, Suite 400, Columbus, Ohio 43219
- Phone Number: (614) 827-6155
- Email address: brian.stevens@woolpert.com
- Name: Jennifer Sturges; Project Manager
- Address: 1203 Walnut Street, 2nd Floor, Cincinnati, Ohio 45202
- Phone Number: (513) 527-2516
- Email address: jen.sturges@woolpert.com

Attachment A: Scope of Services

Project Boundary/Limits

The project boundary includes all of the land area of Warren County (407.2 square miles), plus a project buffer that extends 100-feet past the county-line. All delivery tiles (1,250' x 1,250' in size) that touch or are within the project buffer will be delivered as a full lidar tile.

QL1 Enhanced Aerial Lidar Acquisition and Processing

Woolpert will acquire new aerial lidar data covering the entire land area of Warren County during the fall of 2021 through the spring of 2022. The lidar data will have a point density average of **20 points per square meter**. Vertical accuracy of the lidar data will conform to the USGS QL1 Standard (10.0cm RMSE) and be assessed and reported in accordance with the guidelines developed by the National Digital Elevation Program (NDEP) and subsequently adopted by the American Society for Photogrammetry and Remote Sensing (ASPRS). This implies control data of a higher accuracy and independent of the lidar processing will be used to assess the NVA (Non-vegetated Vertical Accuracy) of the Bare Earth Terrain as well as the VVA (Vegetated Vertical Accuracy) in predetermined land-cover types (i.e. brush lands, forested canopy, tall weeds). The lidar data will be "hydro-flattened" per the USGS specification.

Note: In the event that weather postpones the fall 2021 flight, Woolpert, in accordance with the USGS guidelines will continue acquisition during the spring of 2022 during "leaf-off" flight season.

Horizontal-Vertical Datums/Coordinate System/Geoid/Mapping Units:

- Horizontal Datum: NAD83 (2011)
- Vertical Datum: NAVD88
- Coordinate System: Ohio State Plane, South Zone
- Geoid Model: Geoid18
- Mapping Units: US Survey Feet

Hydrology/Drainage Base Mapping

Orthoimagery

Woolpert will use existing orthoimagery to assist with delineation of the hydrography layer.

Aerial Lidar

Woolpert will use the new 2021-2022 Warren County USGS QL1 lidar dataset to derive the hydrology and contour layers.

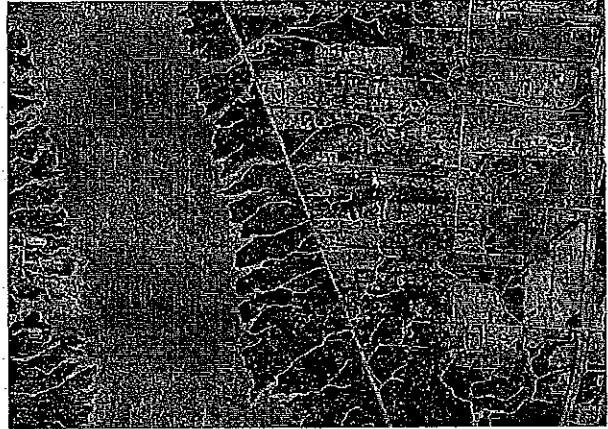
Automated Hydro Extraction

The following approach uses a combination of automated and interactive mapping methodologies to produce a hydro network covering the project area, where connectivity can be determined. Woolpert will use the following:

- County Provided Existing Hydro Data
- 2021-2022 QL1 Lidar Elevation Data
- Existing Orthoimagery
- USGS Hydrologic Unit Code (HUC) 12 Drainage Area Polygons and National Hydrography Data (NHD)
- 20-Acre (urbanized areas) and 6-Acre (rural areas) Catchments



6 Acre Catchments



Single Layer Streams

Perennial Features (Visible Water)

Our remote sensing specialist will generate a Countywide perennial hydro network using automated and interactive techniques.

- Streams (Polygon) – Polygons of visible water with open surface
- Streams (Line) – Single Line of visible water
- Canal/Ditch - Manmade Canal, Concrete Ditch
- Lakes/Ponds – Polygons of visible water with open surface
- Reservoir - Polygons of visible water with open surface
- Swamp/Marsh - Polygons of visible water with vegetation



Ephemeral Hydro Features (Non-Visible Water/Drainageway)

Our remote sensing specialist will create automated, ephemeral streams with natural surface flows to perennial streams and water bodies.

- Enhance the perennial stream network with an ephemeral stream network utilizing 20-acre catchments over developed land use areas such as urban, commercial and industrial.
 - Include 20-acre ephemerals which continue as natural surface flows through culverts, underground pipes and bridges to streams and water bodies
 - Exclude 20-acre ephemerals which flow into storm water inlets, curb inlets or catch basins
 - Exclude 20-acre ephemerals which flow onto impervious streets or highways with no apparent exit to natural surface flows
- Enhance the ephemeral stream network utilizing 6-acre catchments over agricultural fields
 - Include ephemerals from agricultural fields which continue as natural surface flows to the perennial streams and water bodies
 - Exclude ephemerals from agricultural fields which flow into storm water inlets, curb inlets or catch basins
 - Exclude agricultural ephemerals which flow onto impervious streets or highways with no apparent exit to natural surface streams



Other Features

- Artificial paths – linear features that approximate the centerline flow within a waterbody, including both flowing and nonflowing waterbodies
- Connectors – connector between two water features, such as a culvert or pipeline
- Dams/Weirs – linear feature that represents a man-made barrier constructed to hold back water

Specifications

- Produce a hydro dataset that will be 3D (X, Y, Z) with direction of flow
- Streams greater than 15-feet wide will be represented by a polygon will be hydro-flattened level bank-to-bank (perpendicular to the apparent flow centerline) with gradient elevation following the immediately surrounding terrain.
- Single Line Streams and Ephemeral Flowlines with gradient following the immediately surrounding terrain
- Reservoirs, Lakes, and Ponds 0.5 acre or greater will be generated and hydro flattened with a single elevation
- Rivers, Lakes and Pond represented by a polygon will have a 3-D centerline.
- All intersections of features will be at nodes with a single elevation, dangles will only be at upstream headwater end of stream.
- Entire water surface edge must be at or just below the immediately surrounding terrain
- Long impoundments, such as reservoirs or inlets, whose water surface elevations dropping downstream will be treated as rivers.
- Only features with connectivity will be produced

Attribution Guidelines

Hydro_Polys

Field Name	Description
OBJECTID	Unique feature identifier
Shape	PolygonZ
FClass	1 or 2
EClass	0, 1 or 2
FCode	Feature code (ex. 39000 or 46000)
Desc	Feature description (ex. Lake/Pond or Stream/River)
Source	Lidar collection name, date, quality level
Method	Description of collection method
UserCode	TBD
Comments	TBD

Hydro_Lines

Field Name	Description
OBJECTID	Unique feature identifier
Shape	PolylineZ
FClass	1 or 2
EClass	0, 1, or 2
FCode	Feature code (ex. 33400, 46800, 55800, or 34300)
Desc	Feature description (ex. Connector, Drainageway, Artificial Path, or Dam/Weir)
Source	Lidar collection name, date, quality level
Method	Description of collection method
UserCode	TBD
Comments	TBD

Positional Assessment and Reporting of Hydro Layer

Positional assessment is meant to indicate how accurately the vector hydrographic feature is positioned relative to the feature as represented on the digital terrain model (DTM), but it is not a measure of how accurate the DEM is, in and of itself, nor is it a measure of how accurate the hydrographic features are in relation to the surface of the earth. Note that the position of the hydrographic feature may not exactly match the most recent imagery taken of the area due to the age of the imagery

or a change in water elevation from the date of photography to the date lidar was flown. However, based on USGS guidelines, the positional accuracy of the hydrographic feature as delineated from the lidar takes precedence over any imagery collected.

- Vertical Accuracy
 - All lines and water surface edges shall be at or just below the elevation value of the immediately surrounding terrain, within 1-meter of the location on the bare-earth DEM.
 - Exceptions to this requirement are features that are used to traverse, such as culverts, connectors, and pipelines.
- Horizontal Accuracy
 - Streams and other linear features shall stay within the apparent channels in the elevation data and shall not leave the channel, within a 90% confidence level. Streams and other linear features that do leave the channel will be limited to 10% of the data and shall not leave the channel by more than 3-meters.
 - Lakes/ponds and other polygonal features shall match the apparent boundary of the feature in the elevation data and shall not vary from the boundary of the feature, within a 90% confidence level. Lakes/ponds and other polygonal features that do vary from the apparent boundary of the feature will be limited to 10% of the data and shall not vary from the boundary of the feature by more than 3-meters.
 - Exceptions to this requirement are vertices that have been adjusted to maintain monotonicity for hydro-flattening, such as lowering or raising a vertex to maintain a flat bank appearance on a lake or the downhill flow of a hydro-flattened river, or moving the x and y position of a vertex to accommodate the cartographic purposes of hydro-flattening.

Using this new, semi-automated method, Woolpert will provide hydro data set that will be similar to the traditional perennial hydro networks delivered in the past, with the enhancement of ephemerals streams where possible. This will produce a much more comprehensive, more accurate hydrography dataset, at the same cost or less than traditional methods.



Hydro Network containing the above Perennial (Dark & Light Blue) and Ephemeral (Red) Features. Note the developed areas without hydro features where connectivity could not be confirmed.

Countywide Contours

Using the 2021-2022 USGS QL1 lidar dataset, as well as components of the new hydro layer also part of this project, Woolpert will generate 2-foot contours over the entire county. No other breaklines other than the hydrology lines will be collected or used for the generation of these contours. Note that these contours are automatically generated, not hand-compiled.

Although this results in a much more accurate contour layer, it can also affect the aesthetic look of the contours – so they may have a rougher appearance than cartographic-compiled contours. However, we do take extra steps in our post-processing to clean up any topology errors or outliers that may be introduced.

The State of Ohio Imagery and Lidar Program has adopted the 2014 American Society of Photogrammetry and Remote Sensing (ASPRS) Positional Accuracy Standards for Digital Geospatial Data (Edition 1, Version 1.0) Guidelines. Under the new ASPRS standards contours do not have an accuracy applied to them, they are considered a "graphic representation of the surface". The accuracy standard is applied to the lidar points and digital elevation model (DEM) data.

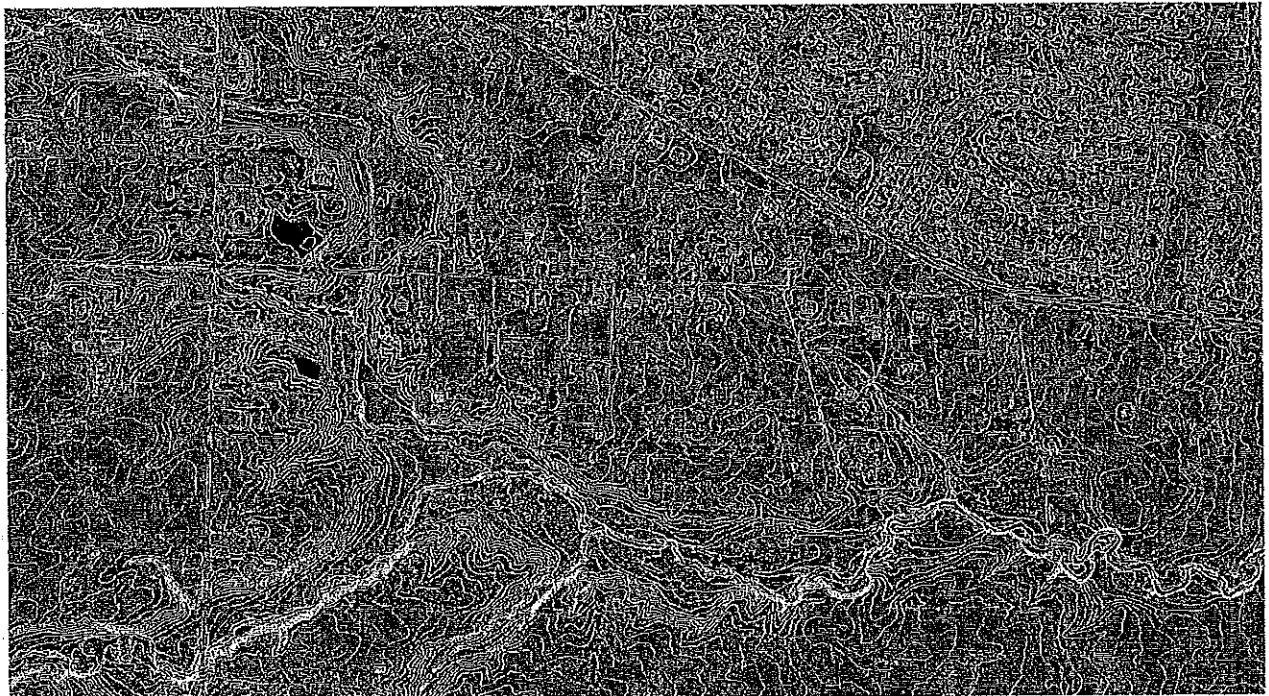
Accuracy of the Derived DEM

The ASPRS accuracy (ACCZ) of the derived DEM is calculated and reported in three (3) ways:

- RMSEz (Non-Vegetated): The required RMSEz is: $\leq 20\text{cm}$.
- Non-Vegetated Vertical Accuracy (NVA) The required NVA is: $\leq 39.2\text{cm}$ at a 95% confidence level, derived according to NSSDA, i.e., based on RMSEz of 20cm in the "open terrain" and/or "Urban" land cover categories.
- Vegetated Vertical Accuracy (VVA): The required VVA is: $\leq 58.8\text{cm}$ at a 95th percentile level, derived according to ASPRS Guidelines, Vertical Accuracy Reporting for LIDAR Data, i.e., based on the 95th percentile error in Vegetated land cover categories combined (Tall Grass, Brush, Forested Areas). This is a required accuracy.
- Approximately 67% of all measurements are within 20cm (7.87-inches) and 95% within 39.2cm (~15.43 inches) on hard un-obstructed surfaces.
- Approximately 95% (with 5% unrestricted outliers) of all measurements are within 58.8cm (~23.15 inches) in Vegetated land cover categories combined (Tall Grass, Brush, Forested Areas), does not include swamps or wetlands.

Contours should be used as a visual guide only. Without an applied accuracy, they may not be the best choice to use for analytical purposes, such as, cross-sections, profiles, volumetric calculations, cut and fill calculations, grading, water modeling, hazardous spill model, etc. These would all be performed using the lidar or lidar derived DEM.

The need for contours may be based upon individual preference, restriction of hardware/software or certain work tasks that will be performed using the lidar-derived contours (if the DEM cannot be used). Lidar contours should not be overly smoothed for aesthetic reasons. With accuracy as the objective, remember that contours are only a graphic representation of the surface, they are produced through modeling software interpretation. The lidar bare-earth points are direct measurements and the most accurate.



The screenshot above is an example of 2-foot contours created from aerial lidar



Attachment B: Compensation Lump Sum Summary

Countywide QL1 Enhanced Lidar Data (20-Points/Square Meter) Fee.....	\$46,827.00
Countywide Hydrography and 2-Foot Contours Fee.....	\$122,160.00
Total Fee.....	\$168,987.00

Woolpert will invoice the County each month according to percentage complete. Each invoice is to be paid within 30-days.

Attachment C: Schedule

- The 2021-2022 countywide enhanced QL1 Lidar will be delivered on or before September 30, 2022
- The 2022 countywide hydrology and 2-foot contours will be completed on or before December 31, 2022

Attachment D: Deliverables

Woolpert will produce and deliver the following:

- Countywide QL1 Lidar delivered in the USGS required formats
 - Delivered as individual tiles (1,250' x 1,250' in size)
- Countywide hydrology and 2-foot contours delivered in Esri geodatabase format
- CSDGM-compliant metadata (XML format)

Attachment E: Data Distribution

In the event that Woolpert is contacted by entities outside of Warren County for copies of the 2021-2022 Warren County Base Mapping Datasets, Woolpert will not provide the data to the entity, however, will inform them to direct requests to the County Auditor's and/or Engineer's Offices.

Deliverable Acceptance

The client has thirty (30) business days to review each deliverable and submit review comments. Woolpert will review each comment and together with the client determine the appropriate action. If it is determined that Woolpert needs to re-submit a deliverable or portion of a deliverable, that deliverable or portion will be completed and resubmitted within thirty business days (30) after the appropriate action has been determined. Any deliverable not submitted by the client for review within thirty business days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

TERMS AND CONDITIONS

Client agrees to provide Woolpert, and timely supplement, all agreements that may relate to or affect the Project's programming, design, delivery and/or administration before Woolpert begins its service, or at such time when an agreement first becomes available. Woolpert shall not be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays caused by others not under the control of Woolpert or similar delays experienced by its subconsultants.

Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service.

In recognition of the relative risks, rewards and benefits of the Project to both Woolpert and Client, the risks have been allocated such that Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs, to the extent caused by Woolpert's negligent errors or omissions, such that Woolpert's total aggregate liability shall not exceed Woolpert's fee, or Twenty-Five Thousand Dollars, whichever is greater.

Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct. Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Both Woolpert and Client agree that each will perform its respective service and obligations with the degree of skill ordinarily exercised by members of the same profession, practicing under the similar circumstances. Woolpert and Client expressly disclaim any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold.

Drawings, specifications, documents, and data prepared or collected by Woolpert may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein.

In the event of Client's termination, suspension, or abandonment of the project, Woolpert will be compensated for services actually furnished through the date notice was received. Client's failure to make payments or substantially perform its obligations under this Agreement may be deemed material non-performance and sufficient cause for Woolpert to suspend or terminate its service, without subsequent consequence, provided Woolpert delivers written notice of Client's breach and at least 10 days have passed upon Client's receipt.

Client acknowledges that additional Project costs may result due to the imperfect nature of the intended improvement and that the actual Project cost may exceed the allocated Project budget. Client agrees to prepare and plan for contingencies, clarifications and

modifications that may impact both the cost, schedule and/or quality of the Project.

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage related to the project or this Agreement, which shall include, without limitation, loss of use, profits, business or income or any other consequential damage incurred. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement.

Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services from the United State, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such requirements, Woolpert's performance will be excused and the parties will terminate this Agreement for convenience.

Information contained in data, if any, furnished by Woolpert is dynamic and may change over time. These data are not better than the original sources from which they were derived. It is the responsibility of the data user to use the data appropriately and within the limitations of the data for which it was requested and prepared, in general, and these data in particular. Related graphics are intended to aid the data user in acquiring relevant data. Woolpert gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of any data. It is strongly recommended that any data are directly acquired from a Woolpert server, and not indirectly through other sources which may have changed the data in some way. Although data have been processed successfully upon Woolpert's computer system, no warranty, expressed or implied, is made regarding the utility of the data on another system, or for general or scientific purposes; nor shall the act of distribution constitute any such warranty. This disclaimer applies both to individual use of the data and aggregate use with other data.

This Agreement is to be governed by and construed in accordance with the laws of the state where the project is situated, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction based upon the project's location.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Greene

I, Joshua Heid, holding the title and position of Chief Financial Officer at the firm Woolpert, Inc., 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.

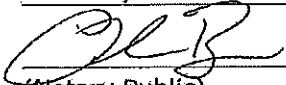
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

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.



AFFIANT

Subscribed and sworn to before me this 10th day of February 20 2022



(Notary Public),

Greene County.

My commission expires n/a 20_____



OLIVER B. BROWN, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

Resolution

Number 22-0274

Adopted Date February 22, 2022

APPROVE THE VACATION OF AN EXISTING SANITARY SEWER EASEMENT FOR SANITARY SEWER LINES ON LOT 6 OF TWENTY MILE STAND SUBDIVISION, SECTION 21, TOWN 4, RANGE 2, LOCATED IN DEERFIELD TOWNSHIP

WHEREAS, this Board has deemed it necessary to vacate an existing sanitary easement for a gravity sewer that was abandoned along parts of Lot 6 of Twenty Mile Stand Subdivision, Section 21, Town 4, Range 2 in Deerfield Township; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Warren County Board of County Commissioners to sign the vacation document for the aforementioned easement and to have the document recorded with the County Recorder; copy of easement 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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a – Bunnell Hill Development Co.
Easement file
Water/Sewer (file)
Recorder (certified)

Prior Owner: CJMKC Realty Company, LLC
Current Owner: Bunnell Hill Development Co. Inc.
Lot Description: Lot No. 6, Replat of Twenty Mile
Stand Subdivision; Plat Book 34, Page 98

VACATION OF SANITARY SEWER EASEMENT

This Vacation of Sanitary Sewer Easement (“Vacation”) is made by the **BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY, OHIO** (“Grantor”) as of the date signed below. Grantor was granted a 20’ Sanitary Sewer Easement” (“Easement”) across a part of Lot 6 of Twenty Mile Stand Subdivision, Section 21, Town 4, Range 2, as shown in Plat Book 26, Page 90 recorded on April 15, 1993, in the office of the Recorder of Warren County, Ohio. The purpose of this Vacation is to permanently terminate the Easement area described in **Exhibit A - Vacated Sewer Easement Legal Description** and illustrated in **Exhibit B - Vacated Sewer Easement Exhibit** (collectively “Exhibits A & B”).

For and in consideration of the fact that the Easement is of no benefit to Grantor, Grantor has determined it is in the interest of the general public to vacate the Easement as described in Exhibits A & B.

Grantor does hereby **ABANDON, CANCEL, NULLIFY, RELEASE, TERMINATE** and **VACATE** the Easement in, on, through, under and over the Easement area described in Exhibits A & B. Grantor authorizes the Recorder of Warren County, Ohio to record this Vacation and such Easement shall be **NULL** and **VOID** and **HELD FOR NAUGHT**.

[Remainder of page intentionally left blank. Signature page and Exhibits follow.]

Executed as of the 22 day of February, 2022.

GRANTOR:

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

By: [Signature]
Name: Tom Grossmann
Title: President

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

STATE OF Ohio)
)ss:
COUNTY OF Warren)

The foregoing instrument was acknowledged before me this 22 day of February, 2022, by Tom Grossmann, the President of the Board of County Commissioners, Warren County, Ohio on its behalf. This is an acknowledgment clause. No oath or affirmation was administered to the signer with regard to this notarial act.



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

[Signature]
Notary Public

This Instrument Prepared By:

Christina M. Sprecher, Esq.
Frost Brown Todd LLC
301 E. Fourth Street
3300 Great American Tower
Cincinnati, Ohio 45202
(513) 651-6105

LENDER'S CONSENT
TO
VACATION OF SANITARY SEWER EASEMENT

The undersigned ("Symetra"), is the holder of a mortgage granted by Bunnell Hill Development Co., Inc., dated as of March 31, 2020 and recorded in Instrument No. 2020-011080 of the land records of Warren County, Ohio (the "Mortgage") which Mortgage encumbers the BHD Parcel described in the foregoing Vacation.

Symetra hereby consents to the execution and delivery of the Vacation, together with the exhibits thereto, and consents to the recording thereof in the land records of Warren County, Ohio.

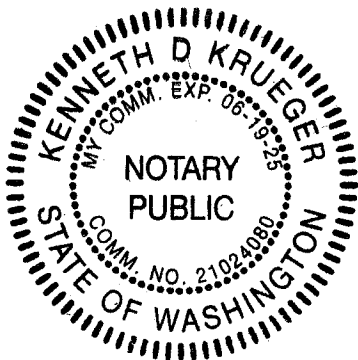
IN WITNESS WHEREOF, Symetra has caused the execution of this Lender's Consent as of the 22nd day of December, 2021, by its duly authorized officer.

SYMETRA LIFE INSURANCE
COMPANY, an Iowa corporation
By: [Signature]
Name: Vincent J. Reilly
Title: Vice President

STATE OF Washington)
)ss:
COUNTY OF King)

The foregoing instrument was acknowledged before me this 22nd day of December 2021, by Vincent J. Reilly, the Vice President of Symetra Life Insurance Company, an Iowa corporation on behalf of said company. This is an acknowledgment clause. No oath or affirmation was administered to the signer with regard to this notarial act.

[Signature]
Notary Public



OWNER'S CONSENT
TO
VACATION OF SANITARY SEWER EASEMENT

The undersigned ("Bunnell Hill"), is the owner of that certain real property situated in the County of Warren, State of Ohio, more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "BHD Parcel").

Bunnell Hill hereby consents to the execution and delivery of the Vacation, together with the exhibits thereto, and consents to the recording thereof in the land records of Warren County, Ohio.

IN WITNESS WHEREOF, Bunnell Hill has caused the execution of this signature as of the 11 day of January, 2022, by its duly authorized officer.

**BUNNELL HILL DEVELOPMENT CO.,
INC.**, an Ohio corporation

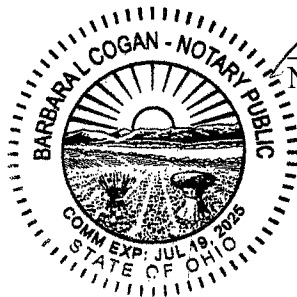
By: _____

Name: Michael F. Schuch

Title: President

STATE OF Ohio)
)ss:
COUNTY OF Warren)

The foregoing instrument was acknowledged before me this 11 day of January, 2022, by Michael F. Schuch the President of **Bunnell Hill Development Co., Inc.**, an Ohio corporation, on behalf of said corporation. This is an acknowledgment clause. No oath or affirmation was administered to the signer with regard to this notarial act.



Barbara Logan
Notary Public

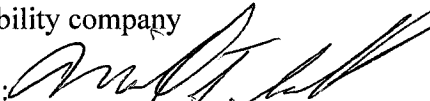
TENANT'S CONSENT
TO
VACATION OF SANITARY SEWER EASEMENT

The undersigned ("Big Mike's"), is the tenant of the BHD Parcel under an unrecorded lease as disclosed by Subordination and Attornment Agreement dated as of March 31, 2020, and recorded in Instrument No. 2020-011081 of the land records of Warren County, Ohio (the "Lease") which Lease encumbers the BHD Parcel described in the foregoing Vacation.

Big Mike's hereby consents to the execution and delivery of the Vacation, together with the exhibits thereto, and consents to the recording thereof in the land records of Warren County, Ohio.

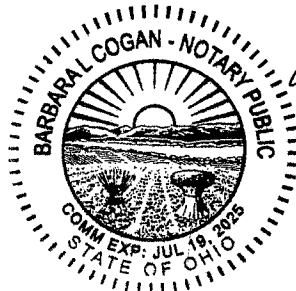
IN WITNESS WHEREOF, Big Mike's has caused the execution of this Tenant's Consent as of 26 day of January, 2022, by its duly authorized officer.

BIG MIKE'S GAS N GO, LLC, an Ohio liability company

By: 
Name: Michael T. Schueler
Title: President

STATE OF Ohio)
)ss:
COUNTY OF Warren)

The foregoing instrument was acknowledged before me this 26 day of January, 2022, by Michael T. Schueler the President of **Big Mike's Gas N Go, LLC**, an Ohio limited liability company on behalf of said company. This is an acknowledgment clause. No oath or affirmation was administered to the signer with regard to this notarial act.



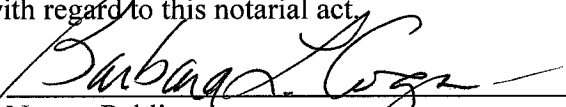

Notary Public

EXHIBIT A
VACATED SEWER EASEMENT LEGAL DESCRIPTION



OCTOBER 8, 2021

LEGAL DESCRIPTION
20' WIDE SANITARY SEWER EASEMENT TO BE VACATED
0.0529 ACRES

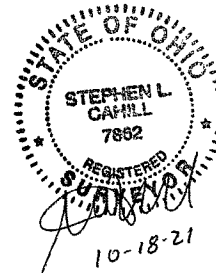
SITUATE IN SECTION 21, TOWN 4, RANGE 2, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO, BEING PART OF LOT 6 OF THE REPLAT OF LOTS 4 AND 5 OF TWENTY MILE STAND SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGE 98 OF THE WARREN COUNTY, OHIO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MAG NAIL AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE EASTERLY LINE OF SAID LOT 6, SOUTH 42°58'39" WEST, 123.29 FEET TO A POINT; THENCE LEAVING THE EASTERLY LINE OF SAID LOT 6, ALONG A TIE-LINE, NORTH 47°49'00" WEST, 34.39 FEET TO A POINT IN THE SOUTHERLY LINE OF AN EXISTING 20' SANITARY SEWER EASEMENT AS RECORDED IN PLAT BOOK 26, PAGE 90 OF THE WARREN COUNTY, OHIO RECORDS AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED 20' WIDE SANITARY SEWER EASEMENT TO BE VACATED; THENCE ALONG THE LINES OF SAID EXISTING 20' SANITARY SEWER EASEMENT, THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 80°25'27" WEST, 123.16 FEET TO A POINT; THENCE NORTH 09°34'33" WEST, 20.00 FEET TO A POINT AND THENCE NORTH 80°25'27" EAST, 107.40 FEET TO A POINT AND THENCE LEAVING THE LINES OF SAID EXISTING 20' SANITARY SEWER EASEMENT, SOUTH 47°49'00" EAST, 25.46 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED 20' WIDE SANITARY SEWER EASEMENT TO BE VACATED.

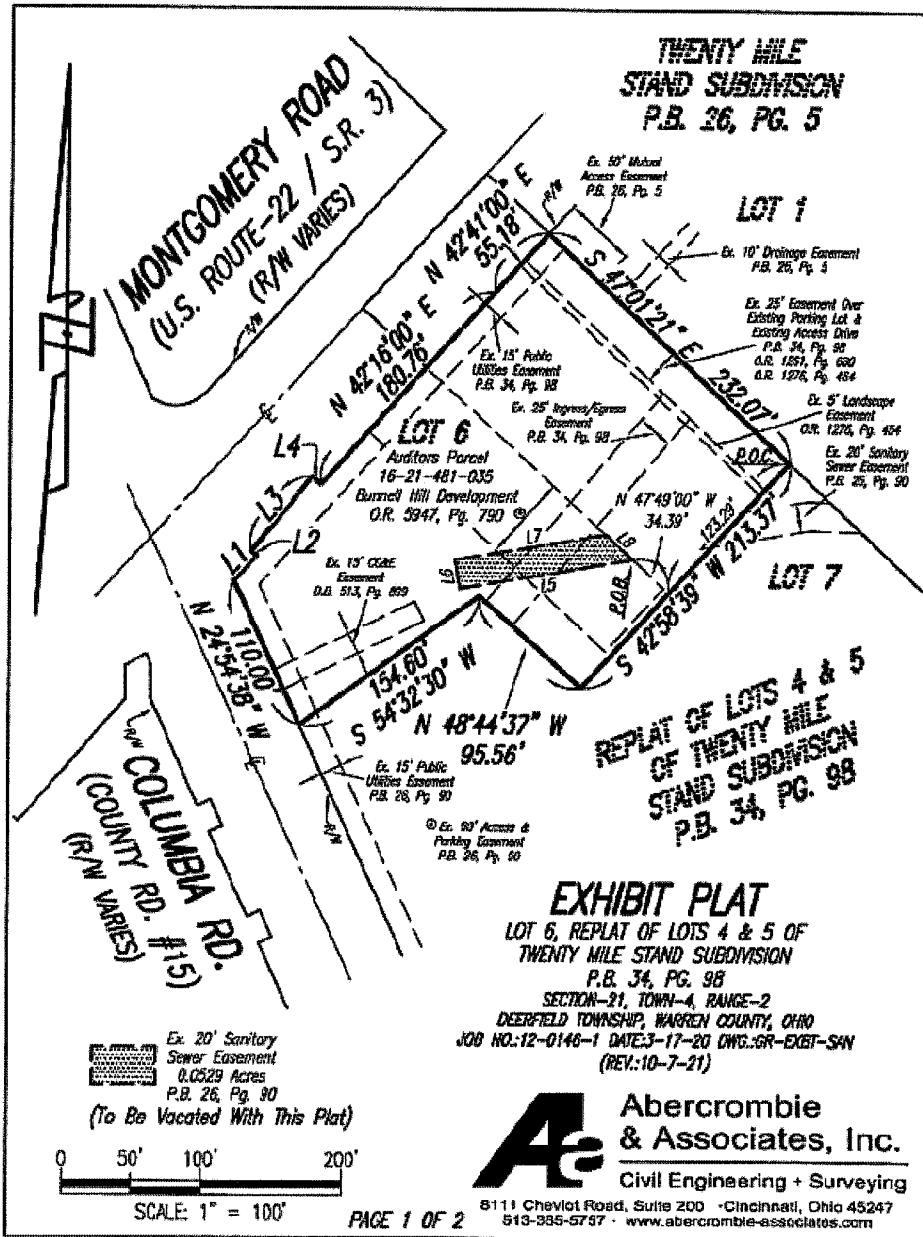
THUS CONTAINING 0.0529 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

FILE:12-0146.L1-0.0529AC

8111 Cheviot Road • Suite 200 • Cincinnati, Ohio 45247
Phone: (513) 385-5757 • Fax: (513) 245-5161
www.abercrombie-associates.com



**EXHIBIT B
VACATED SEWER EASEMENT EXHIBIT**

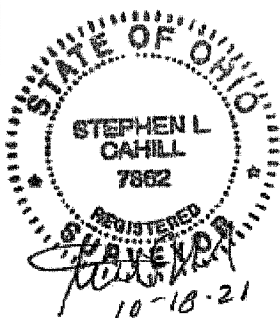


**EXHIBIT B (CONTINUED)
VACATED SEWER EASEMENT EXHIBIT**

LINE TABLE		
LINE	LENGTH	BEARING
L1	23.43'	N 42°16'00" E
L2	4.72'	N 50°15'02" W
L3	66.85'	N 39°24'49" E
L4	8.05'	S 50°35'11" E
L5	123.16'	S 80°25'27" W
L6	20.00'	N 09°34'33" W
L7	107.40'	N 80°25'27" E
L8	25.46'	S 47°49'00" E

EXHIBIT PLAT

LOT 6, REPLAT OF LOTS 4 & 5 OF
TWENTY MILE STAND SUBDIVISION
P.B. 34, PG. 98
SECTION-21, TOWN-4, RANGE-2
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO
JOB NO.:12-0146-1 DATE:3-17-20 DWG:GR-EXBT-SAN
(REV. 10-7-21)



A_E **Abercrombie
& Associates, Inc.**
Civil Engineering + Surveying

PAGE 2 OF 2 8111 Chevrolet Road, Suite 200 Cincinnati, Ohio 45247
619-386-5757 • www.abercrombie-associates.com

EXHIBIT C
BHD PARCEL

Situated in the Township of Deerfield, County of Warren, State of Ohio, being a part of Section 21, Town 4, Range 2, between the Miamis, and being Lot No. 6 of the Replat of Lots 4 and 5 of Twenty Mile Stand Subdivision, First Addition and 0.8263 acre of unplatted land, the plat of which is recorded in Plat Book 34, Page 98 in the Warren County Recorder's Office.

FOR INFORMATION: Parcel ID: 16-21-481-035

Property Address: 3159 Route 22 & 3, Loveland, Ohio 45140



Resolution

Number 22-0275

Adopted Date February 22, 2022

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN A MEMORANDUM OF UNDERSTANDING AND CONTRACT ADDENDUM TO THE LABOR CONTRACT BETWEEN THE WARREN COUNTY SHERIFF AND THE WARREN COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

WHEREAS, there is a need to consider a Memorandum of Understanding and Contract Addendum changing the collective bargaining agreements ("labor contract") between the Warren County Sheriff and the Warren County Deputy Sheriff's Benevolent Association covering the Non-Sworn Employees bargaining units (in particular Unit C); and

WHEREAS, the Memorandum of Understanding and Contract Addendum is to add the work unit of Deerfield Township Clerical; and

BE IT RESOLVED, that the County Administrator is hereby authorized to sign the above referenced Memorandum of Understanding and Contract Addendum incorporating changes to the labor contract covering Non-Sworn Employees bargaining units, copy of the Memorandum of Understanding Contract Addendum 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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS




Krystal Powell, Deputy Clerk

cc: c/a – Warren County Deputy Sheriff's Benevolent Association
Sheriff (file)

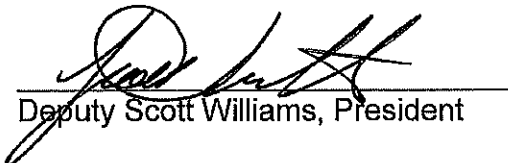
MEMORANDUM OF UNDERSTANDING

In anticipation of the addition of a clerical specialist to Deerfield Township, the Warren County Sheriff's Office and the Warren County Deputy Sheriff's Benevolent Association collectively referred to as "the Parties" hereby agree to add the work unit of **Deerfield Township clerical** to the following Collective Bargaining Agreements: Non-Sworn Employees, SERB Case Numbers 2019-MED-07-0646; 2019-MED-07-0647; 2019-MED-07-0648.

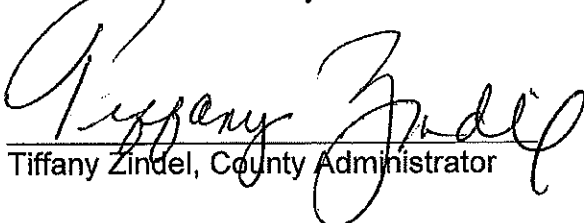
For the Warren County Sheriff's Office:


Larry L. Sims, Sheriff

For the Warren County Deputy Sheriff's Benevolent Association:


Deputy Scott Williams, President

For the Warren County Commissioners:


Tiffany Zindel, County Administrator

Resolution

Number 22-0276

Adopted Date February 22, 2022

CERTIFICATION OF DELINQUENT WATER AND/OR SEWER ACCOUNTS – WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Section 7.05G, Warren County Rules and Regulations, all delinquent water and/or sewer accounts with an unpaid balance may be certified to the property owner's real estate tax record; and

NOW THEREFORE BE IT RESOLVED, to certify the attached list of delinquent water and/or sewer accounts to the property owner's real estate tax record. A copy of which is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the Clerk of this Board is hereby directed to forward a copy of this resolution to the Warren County Auditor.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor ____ (certified)
Water/Sewer (file)

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

Resolution

Number 22-0277

Adopted Date February 22, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/15/22 and 2/17/22, 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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: Auditor

Resolution

Number 22-0278

Adopted Date February 22, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH D.R. HORTON-INDIANA, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN VALLEY VIEW, SECTION 1 SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	: 22-003 (P/S)
Development	: Valley View, Section 1
Developer	: D.R. Horton-Indiana, LLC
Township	: Hamilton
Amount	: \$250,289.72
Surety Company	: Arch Insurance Company (SU1180791)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

22-003 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between D.R. Horton - Indiana, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Arch Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Valley View Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in HAMILTON (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 \$631,878.68, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$192,530.55; 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 \$250,289.72 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$126,375.74 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:

D.R. Horton - Indiana, LLC
9190 Corporate Park Dr., Suite 100
Cincinnati, OH 45242
Ph. (513) 297 - 3460

D. To the Surety:

Arch Insurance Company

Harborside 3, 210 Hudson Street, Suite 300

Jersey City, NJ 07311

Ph. (201) 743 - 4000

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

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

DEVELOPER: D.R. Horton - Indiana, LLC

SURETY: Arch Insurance Company

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

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

SIGNATURE: *Mark A. Bidwell*

SIGNATURE: *Noah William Pierce*

PRINTED NAME: Mark A. Bidwell

PRINTED NAME: Noah William Pierce

TITLE: Assistant Secretary

TITLE: Attorney-In-Fact

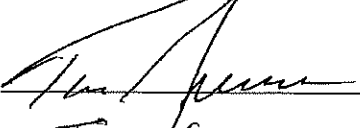
DATE: 2/1/22

DATE: 1/31/22

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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 22-0278, dated 2.22.22.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 2.22.22

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amy R. Waugh, Carol S. Card, Catherine Thompson, Jennifer B. Gullett, Jynell Whitehead and Noah William Pierce of Charlotte, NC (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 18th day of November, 2021.

Attested and Certified

Handwritten signature of Regan A. Shulman

Regan A. Shulman, Secretary



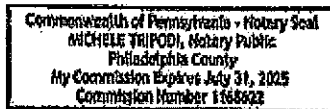
Arch Insurance Company

Handwritten signature of Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Handwritten signature of Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 18, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 30th day of January, 2022.

Handwritten signature of Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

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

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/30/2021

Effective 04/02/2021

Expires 04/01/2022

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

ARCH INSURANCE COMPANY

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

Section 3929.01 (A)

Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew- Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	

ARCH INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$5,686,750,389, liabilities in the amount of \$4,554,285,393, and surplus of at least \$1,132,464,997.

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

Judith L. French

Judith French, Director



Resolution

Number 22-0279

Adopted Date February 22, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT D.R. HORTON – INDIANA, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN VALLEY VIEW, SECTION 1 SITUATED IN HAMILTON TOWNSHIP

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

AGREEMENT

Bond Number	:	22-005 (W/S)
Development	:	Valley View, Section 1
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Amount	:	\$295,314.37
Surety Company	:	Arch Insurance Company (SU1180792)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

CGB

cc: D.R. Horton – Indiana, LLC, 9190 Corporate Park Dr., Suite 100, Cincinnati, OH 45242
Arch Insurance Co, Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

22-005 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between D.R. Horton - Indiana, LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Arch Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Valley View
Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in
Hamilton (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 \$227,164.90,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$227,164.90; 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 \$295,314.37 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 1 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 \$22,716.49 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:

D.R. Horton - Indiana, LLC

9190 Corporate Park Dr., Suite 100

Cincinnati, OH 45242

Ph. (513) 297 _ 3460

D. To the Surety:

Arch Insurance Company

Harborside 3, 210 Hudson Street, Suite 300

Jersey City, NJ 07311

Ph. (201) 743 - 4000

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER: D.R. Horton - Indiana, LLC

SURETY: Arch Insurance Company

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

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


SIGNATURE: *Mark A. Bridwell*
 PRINTED NAME: Mark A. Bridwell
 TITLE: Assistant Secretary
 DATE: 2/2/22

SIGNATURE: *Noah William Pierce*
 PRINTED NAME: Noah William Pierce
 TITLE: Attorney-In-Fact
 DATE: 2/1/22

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0279, dated 2.22.22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 2.22.22

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amy R. Waugh, Carol S. Card, Catherine Thompson, Jennifer B. Gullett, Jyanel Whitehead and Noah William Pierce of Charlotte, NC (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and apply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 18th day of November, 2021.

Attested and Certified

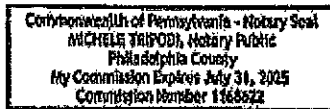
Regan A. Shulman
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi
Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 18, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 1st day of February, 2022.

Regan A. Shulman
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Resolution

Number 22-0280

Adopted Date February 22, 2022

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY REDUCTION WITH GRAND COMMUNITIES, LLC FOR COMPLETION OF WATER AND SANITARY IMPROVEMENTS IN PROVIDENCE SUBDIVISION, SECTION 12, BLOCK A SITUATED IN HAMILTON TOWNSHIP

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

SECURITY REDUCTION

Bond Number	:	21-018 (W/S)
Development	:	Providence Subdivision Section Twelve, Block A
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Original Amount	:	\$302,844.79
Reduction Amount	:	\$279,549.04
Surety Company	:	RLI Insurance Company (CMS0342304)

BE IT FURTHER RESOLVED, the original amount of bond was \$302,844.79 and the new required bond amount is \$23,295.75.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

CAW

cc: Grand Communities, LLC, 3940 Olympic Boulevard, Suite 400, Erlanger, KY 41018
RLI Insurance Company, 525 W. Van Buren Street, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement File

Resolution

Number 22-0281

Adopted Date February 22, 2022

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR SORAYA FARMS, LLC, FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS, SECTION FIVE SITUATED IN CLEARCREEK TOWNSHIP

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

BOND RELEASE

Bond Number	: 18-015 (P/S)
Development	: Soraya Farms, Section Five
Developer	: Soraya Farms, LLC
Township	: Clearcreek
Amount	: \$54,420.20
Surety Company	: Unity National Bank (LOC #1224210404281)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

Cc: Soraya Farms, LLC, Attn: Adam Sweeney, 8534 Yankee St., Dayton, Oh 45458
Unity National Bank, Attn: Commercial Loans, 212 N. Main St., PO Box 913, Piqua, OH 45356
Engineer (file)
Bond Agreement file

Resolution

Number 22-0282

Adopted Date February 22, 2022

APPROVE PETRUS COURT AND ROTHSCHILD COURT IN SORAYA FARMS, SECTION FIVE FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Petrus Court and Rothschild Court has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2595-T	Petrus Court	0'-29'-0'	0.082
2606-T	Rothschild Court	0'-29'-0'	0.062

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

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

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

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

- NOTES**
1. A 15' wide public utility easement exists behind right-of-way unless otherwise indicated or is greater distance.
 2. Minimum Building Setbacks per Resolution No. 3209, March 15, 2007 (Setbacks measured from dedicated R/W and/or defined easements for R/W)
 - Single Family Detached:
 - Front Yard - 40'
 - Side Yard - 5' per side (Lots widths 55'-74')
 - 7' per side (Lots widths 75'-84')
 - 8' per side (Lots widths 85' and greater)
 - Rear Yard - 25'
 3. Bearings are based on the west right-of-way line of St. Rts. 45 (N 00°57'45" W) as recorded in the deed to Soraya Farms, LLC recorded in Official Record Book 2687, Page 240, which is based on a survey by Stone Wiles and Demoslew, dated 01/8/93 and recorded in Survey Volume 88, Plat No. 20.
 4. The evidence of occupation along boundary lines generally conforms with the boundary shown hereon.
 5. All monuments is straight and in good condition except as noted.
 6. Pertinent documents and sources of data are as shown hereon.

PERTINENT INFORMATION:

SORAYA FARMS, LLC
SECTION ONE
P.B. 82, PG. 44-48

SORAYA FARMS, LLC
SECTION TWO
P.B. 84, PG. 91-93

CLUBHOUSE AT SORAYA
P.B. 84, PG. 95-97

SORAYA FARMS, LLC
SECTION THREE
P.B. 83, PG. 99-100

SORAYA FARMS, LLC
SECTION FOUR
P.B. 84, PG. 93-94

SORAYA FARMS, LLC
O.R. 2887, PG. 240

BROADSTREET FAMILY LIMITED PARTNERSHIP
O.R. 1380, PG. 187
O.R. 1380, PG. 190

STREET DATA

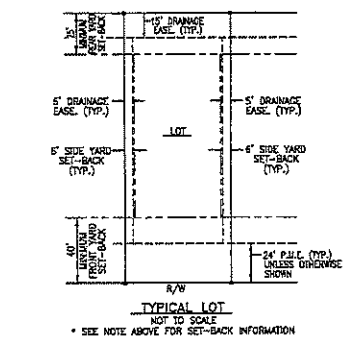
WINTWOOD ROAD
BEGIN SEC. 5 TO E PETRUS COURT = 160.00'
E PETRUS COURT TO END SECTION FIVE = 165.00'
TOTAL = 325.00'

PETRUS COURT
E WINTWOOD ROAD TO E CUL-DE-SAC = 434.98'
TOTAL = 434.98'

SORAYA FARMS, SECTION FIVE
TOTAL STREET CENTERLINE LENGTH = 759.98'

SORAYA FARMS SECTION FIVE

LOCATED IN:
SECTION 27 TOWN 9, RANGE 5 M.Rs.
CLEARCREEK TOWNSHIP
WARREN COUNTY, OHIO
CONTAINING: 6.1303 AC.
JULY 11, 2018



ACRDAGE TABULATION

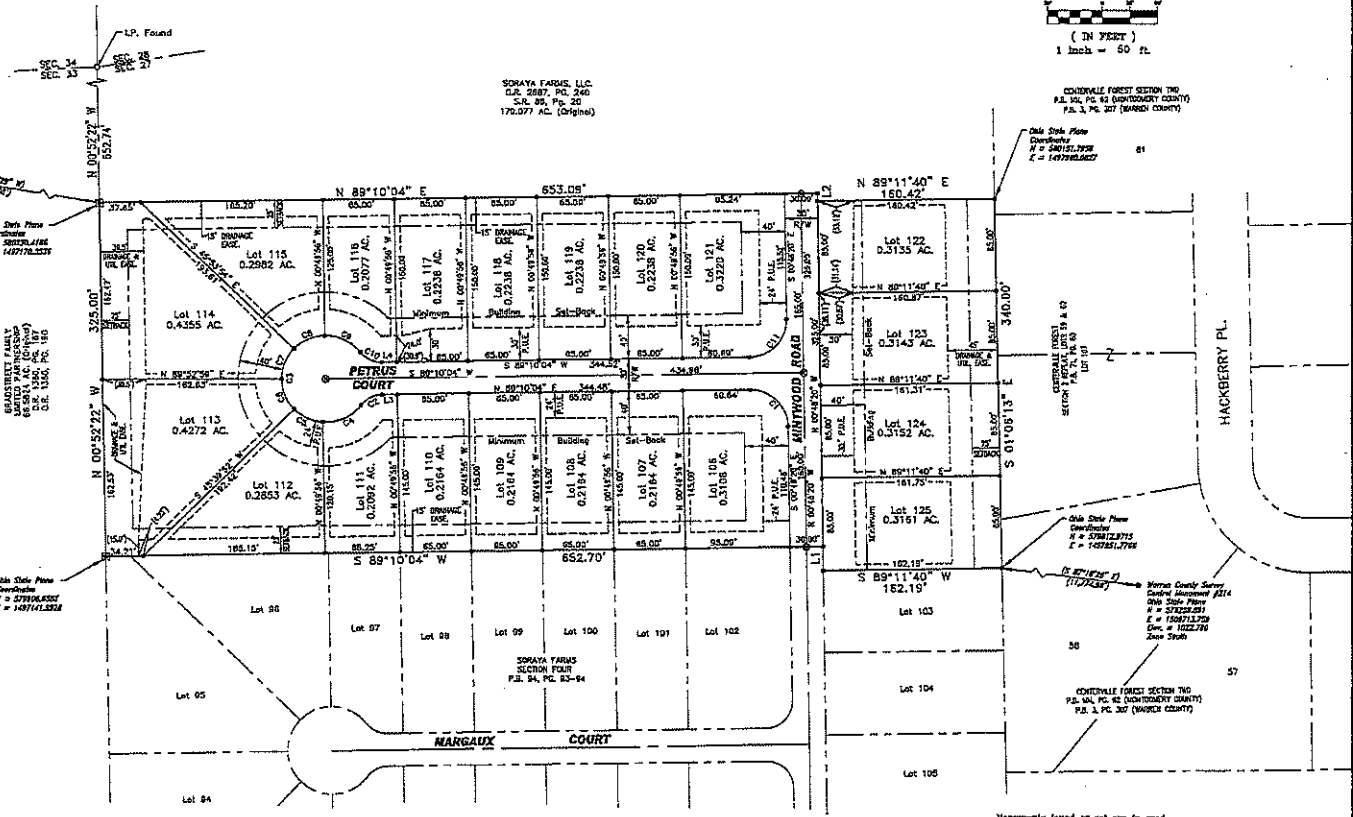
RESIDENTIAL LOTS #108-#125 = 5.6156 AC.
RESIDENTIAL STREET R/W = 0.6145 AC.
TOTAL = 6.1303 AC.

LINE TABLE

LINE	BEARING	LENGTH
L1	N 60°48'20" W	22.01'
L2	S 00°48'20" E	7.01'
L3	N 69°10'04" E	13.83'
L4	S 89°10'04" W	13.83'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARINGS	CHORD
C1	34.30'	54.21'	80°11'36"	S 45°45'08" E	48.80'
C2	24.50'	22.34'	52°14'12"	N 63°02'58" E	21.57'
C3	40.00'	106.60'	284°28'23"	S 00°49'57" E	48.89'
C4	40.00'	39.80'	57°08'34"	N 65°30'38" E	38.27'
C5	40.00'	28.02'	41°34'28"	S 85°07'21" E	28.38'
C6	40.00'	30.87'	44°13'07"	S 22°13'35" E	30.11'
C7	40.00'	30.87'	44°13'07"	S 21°58'32" W	30.11'
C8	40.00'	31.28'	44°43'06"	S 66°30'02" W	32.48'
C9	40.00'	38.48'	52°30'03"	N 64°50'47" W	35.38'
C10	24.50'	22.34'	52°14'11"	N 64°52'51" W	21.57'
C11	24.50'	24.18'	89°58'24"	S 44°10'52" W	48.78'



Monuments listed or set are in good condition unless otherwise indicated. Dates & Survey Records as noted on drawings are accurate data. The Ohio Survey.

- MONUMENT LEGEND**
- 5/8" Iron Pin found (#5 Rebar)
 - 3/8" Iron Pin set with yellow plastic cap stamped: "Reinke L.S. 16207"
 - Iron Pipe found
 - Stone found
 - Spikes found
 - Spikes set
 - Wing Nails set
 - Wing Nails found
 - Concrete Monument found
 - Concrete Monument set
 - Ucle found

REINKE GROUP

Surveying • Engineering • Land Planning

100 Corporate Park Drive
Columbus, OH 43240
614-442-1212
www.ReinkeGroup.com

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 20-0063

Adopted Date January 7, 2020

APPROVE THE ROAD NAME CHANGE OF MINTWOOD ROAD IN CLEARCREEK TO ROTHSCHILD COURT

WHEREAS, this Board met this 7th day of January 2020 to consider a request for a road name change from Mintwood Road to Rothschild Court in Soraya Farms, Section 3, Section 4 and Section 5, Clearcreek Township; and

WHEREAS, this Board has considered the recommendation from the Warren County Engineer, Tax Map Department and all those present to speak in favor of the road name change with no persons present to speak in opposition; and

NOW THEREFORE BE IT RESOLVED, to approve the road name change of Mintwood Road to Rothschild Court in Soraya Farms, Section 3, Section 4 and Section 5, in Clearcreek Township further described in Exhibit A as attached hereto and made a part hereof.

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

Mr. Young - yea
Mrs. Jones - yea
Mr. Grossmann - yea

Resolution adopted this 7th day of January 2020.

CERTIFIED COPY
WARREN COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS

Resolution No. 20-0063
Date Adopted January 7, 2020
[Signature]
Clerk

[Signature]
Tina Osborne, Clerk

cc: Property Owners
Clearcreek Township
Engineer (file) (certified)
Road Name Change file
Auditor (certified)
Dispatch
GIS
Sheriff's Office
Recorder (certified)
Map Room

"Exhibit A"



TRANSFER NOT NECESSARY
MATT NOLAN, AUDITOR
WARREN COUNTY, OHIO

OCT 30 2019

MATT NOLAN
AUDITOR, WARREN CO, OHIO

LYNDA ODA
WARREN COUNTY RECORDER

2019-032511

AFFIDAVIT
10/30/2019 09:04:51 AM
REC FEE: 50.00 PGS: 4
PIN:

STATEMENT OF AFFIDAVIT

State of Ohio
County of Warren

Before me, the undersigned Notary, Shery Oakes on this 29 day of October 2019
Personally, appeared Shery Oakes, known to me to be a credible person and of lawful age, who being by
me first duly sworn, on her oath, deposes and says:

1. That at the insistence of the Clearcreek Township Trustees, the Clearcreek Township Zoning Commission and the Warren County Engineer's office, Mintwood Road located in Soraya Farms, Section 3 (Plat Book 88, Page 99) and Section 4 (Plat Book 94, Page 93) and Section 5 (Plat Book 98, Page 18) shall be re-named Rothschild Court.
2. The change was requested as the proposed connection to the existing Mintwood Road as shown on the record plat of Centerville Forest, Section Two and recorded in Plat Book 3, Page 307 was terminated at the request of the Clearcreek Township Trustees and Clearcreek Township Zoning Commission and a re-design of the proposed Soraya Section 6 was required.
3. This Affidavit is to change the Name of the aforementioned Mintwood Road as dedicated in Soraya Farms to Rothschild Court.

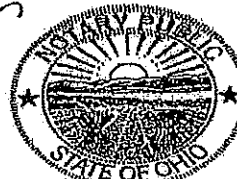
Shery Oakes
Shery Oakes (Signature)

Shery Oakes
8534 Yankee Street
Dayton, OH 45458

Subscribed Before Me, this 29th Day of October, 2019

Gail M. Perkins
Notary Signature

Gail M. Perkins
Notary Name



GAIL M PERKINS, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 31, 2021

Notary Public

My Commission Expires: 9/11, 2021

ADJOINING PARCELS:

Soraya Farms, Section Three

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Reserve Lot 59 and Lot 70, 71 and 86 as shown on the Record Plat of Soraya Farms, Section Three as recorded in Plat Book 88, Page 99.

Soraya Farms, Section Four

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of lot 87, and lots 102-105 as shown on the Record Plat of Soraya Farms, Section Four as recorded in Plat Book 94, Page 93.

Soraya Farms, Section Five

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of lot 106 and lots 121-125, as shown on the Record Plat of Soraya Farms, Section Five as recorded in Plat Book 98, Page 18.

Soraya Farms, Lifestyle Community, Section Four

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Reserve Lot 122, as shown on the Record Plat of Soraya Farms, Lifestyle Community, Section Four as recorded in Plat Book 96, Page 16.

LEGAL DESCRIPTION AS DESCRIBED IN O.R. 2687, PAGE 240

Situate in the Township of Clearcreek, County of Warren and Township of Washington, county of Montgomery, State of Ohio and being part of Section 27, Town 3, Range 5 M.Rs. being more particularly described as follows:

Beginning at and Iron pin at the Northwest corner of said Section 27;

Thence North $81^{\circ}23'05''$ East, with the north line of said Section 27, a distance of 817.99 feet to an Iron pin;

Thence South $01^{\circ}05'46''$ East, with a west line of Centerville Forest Section Two as recorded in Plat Book 3, Page 307 a distance of 1296.62 feet to an iron pin;

Thence North $89^{\circ}27'17''$ East, with a south line of said Centerville Forest Section Two a distance of 784.31 feet to an Iron pin;

Thence South $01^{\circ}00'53''$ East with a west line of said Centerville Forest Section Two a distance of 666.31 feet to a stone;

Thence North $81^{\circ}00'11''$ East with the south line of said Centerville Forest Section Two and the south line of Centerville Forest Section One as recorded in Plat Book 3, Page 283 a distance of 995.50 feet to an Iron pin and the west right-of-way line of State Route #48;

Thence South $00^{\circ}57'45''$ East with the west right-of-way line of State Route #48 a distance of State Route #48 a distance of 1806.88 feet to an Iron pin;

Thence South $80^{\circ}59'52''$ West a distance of 579.63 feet to an Iron pin;

Thence South $00^{\circ}57'45''$ East a distance of 1117.77 feet to an Iron pin;

Thence South $79^{\circ}44'31''$ West a distance of 1527.00 feet;

Thence South $00^{\circ}57'45''$ East a distance of 697.00 feet to a railroad spike on the centerline of Lytle-Five Points Road and the south line of Section 27;

Thence South $79^{\circ}44'31''$ West with the centerline of Lyle-Five Points Road and the south line of Section 27 a distance of 58.40 feet to a railroad spike;

Thence North 00°43'14" West a distance of 2764.71 feet to an Iron pin;

Thence South 80°35'54" West a distance of 471.93 feet to a stone;

Thence North 00°52'22" West a distance of 2783.13 feet to the place of beginning

Containing 179.077 Acres of which 6.80 acres are in Montgomery County and 172.277 acres are in Warren County. Subject to all legal highways, easements and restrictions of record

Less and except the following real estate:

Situate in Section 27, Town 3, Range 5 M.Rs., Washington Township, Montgomery County, Ohio and being all of the 6.8401 acre tract as conveyed to Divided Ridge Associates, LTD. An Ohio Limited Liability Company as recorded in L.R. Deed 13-046780 of the Deed Records of Montgomery County Ohio Recorder's Office, on file in Dayton, Ohio.

Soraya Farms, Section One

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Soraya Farms, Section One as recorded in Plat Book 82, Page 44 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on file in Lebanon, Ohio. Containing 34.0903 Acres

Soraya Farms, Section Two

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Soraya Farms, Section Two as recorded in Plat Book 84, Page 91 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on file in Lebanon, Ohio.

Containing 8.6762 Acres

Soraya Farms, Section Three

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Soraya Farms, Section Three as recorded in Plat Book 88, Page 99 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on file in Lebanon, Ohio.

Containing 14.2228 Acres

Soraya Farms, Section Four

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Soraya Farms, Section Four as recorded in Plat Book 94, Page 98 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on file in Lebanon, Ohio. Containing 6.2333 Acres

Soraya Farms, Section Five

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of Soraya Farms, Section Five as recorded in Plat Book 98, Page 18 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on file in Lebanon, Ohio. Containing 6.1303 Acres

Soraya Farms, Lifestyle Community, Section Two

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of the Record Plat of Soraya Farms, Lifestyle Community, Section Two as recorded in Plat Book 84, Page 94 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on file in Lebanon, Ohio. Containing 1.8191 Acres

Soraya Farms, Lifestyle Community, Section Three

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being all of the Record Plat of Soraya Farms, Lifestyle Community, Section Three as recorded in Plat Book 92, Page 9 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on file in Lebanon, Ohio. Containing 7.7004 Acres

Soraya Farms, Lifestyle Community, Section Three, Revision 1

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being 0.0278 Acres of the 2.7157 Acres in the Record Plat of Soraya Farms, Lifestyle Community, Section Three, Revision 1 as recorded in Plat Book 93, Page 16 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio.

Soraya Farms, Lifestyle Community, Section Four

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being 5.7231 Acres of the 5.7442 Acres in the Record Plat of Soraya Farms, Lifestyle Community, Section Four as recorded in Plat Book 96, Page 16 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio.

Soraya Farms, Lifestyle Community, Section Five

Situate in Section 27, Town 3, Range 5 M.Rs., Clearcreek Township, Warren County, Ohio and being 5.1960 Acres of the 5.2180 Acres in the Record Plat of Soraya Farms, Lifestyle Community, Section Five as recorded in Plat Book 97, Page 89 and being the lands of Soraya Farms, LLC as recorded in Official Record 2687, Page 240 of the Warren County Recorder's Office, on File in Lebanon, Ohio.

Containing a total remaining acreage of = 82.4577 Acres

Adjoining lot Sidwell Numbers

Sidwell Number	Lot	Plat
05-27-166-001	RL 59	SORAYA FARMS SECTION 3 (PB 88, PG99)
05-27-185-009	70	SORAYA FARMS SECTION 3 (PB 88, PG99)
05-27-155-008	71	SORAYA FARMS SECTION 3 (PB 88, PG99)
05-27-151-008	86	SORAYA FARMS SECTION 3 (PB 88, PG99)
05-27-151-009	87	SORAYA FARMS SECTION 4 (PB 94, PG93)
05-27-110-008	102	SORAYA FARMS SECTION 4 (PB 94, PG93)
05-27-176-027	103	SORAYA FARMS SECTION 4 (PB 94, PG93)
05-27-176-028	104	SORAYA FARMS SECTION 4 (PB 94, PG93)
05-27-176-029	105	SORAYA FARMS SECTION 4 (PB 94, PG93)
05-27-110-009	106	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-105-008	121	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-125-004	122	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-125-003	123	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-125-002	124	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-125-001	125	SORAYA FARMS SECTION 5 (PB 98, PG18)
05-27-176-051	RL 122	SORAYA FARMS SECTION LIFESTYLE COM., SEC 4 (PB 96, PG 16)
05-27-300-025	REMAINDER	82.4577 ACRES

10 ACES
BF
25
FOR ALL

RESOLUTION 5353
CLEARCREEK TOWNSHIP TRUSTEES
Warren County, Ohio
January 24, 2022

**RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE IN
SORAYA FARMS, SECTION FIVE, CLEARCREEK TOWNSHIP, WARREN
COUNTY, OHIO, AND DISPENSING WITH THE SECOND READING**

WHEREAS, the Board of County Commissioners for Warren County has accepted the following streets in Soraya Farms, Section Five, and approved them for maintenance by Clearcreek Township, and Clearcreek Township is accepting the same for maintenance (relevant parts of): Rothschild Court and Petrus Court.

NOW THEREFORE, BE IT RESOLVED by the Board of Clearcreek Township Trustees that:

SECTION 1. Clearcreek Township accepts for maintenance the relevant parts of the following streets in Soraya Farms, Section Five: Rothschild Court and Petrus Court

SECTION 2. The Trustees of Clearcreek Township, upon majority vote, hereby dispenses with the requirement that this Resolution be read on two separate days, and authorizes the adoption of this Resolution upon its first reading.

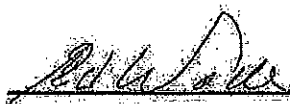
Mr. GABBARD moved to adopt the foregoing Resolution. Mr. MUTERSPAW seconded the motion and upon the call of the roll the following vote resulted:

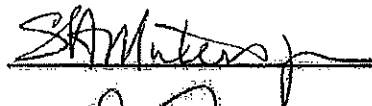
Mr. Wade	- YEA
Mr. Gabbard	- YEA
Mr. Muterspaw	- YEA

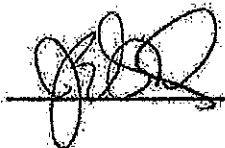
Resolution adopted at a regular public meeting conducted January 24, 2022.

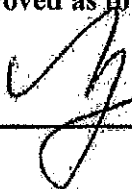
**THE BOARD OF
CLEARCREEK TOWNSHIP TRUSTEES**

**Law Director Bryan Pacheco
Approved as to form**









Resolution

Number 22-0283

Adopted Date February 22, 2022

APPROVE VARIOUS RECORD PLATS

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

- Candlestone Phase 2A – Deerfield Township
- Valley View Section 1 – Hamilton 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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Plat File
RPC

Resolution

Number 22-0284

Adopted Date February 22, 2022

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of January 2022:

\$ 16,577.49	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 610.82	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project – Interest Earnings)
\$ 16,309.66	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue – Interest Earnings)
\$ 4,166.98	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects – Interest Earnings)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0285

Adopted Date February 22, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO THE MIAMI VALLEY GAMING FUND 4485

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations needed to process the developer cost disbursement:

46,000.00 into 44853120-5910 (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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Supplemental App. file
Economic Development (File)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0286

Adopted Date February 22, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 555,150.57 into #44923814-5320 (Capital Purchase)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Supplemental App. file
Telecom (file)

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

Resolution

Number 22-0287

Adopted Date February 22, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office Fund #11012210 in order to process a vacation leave payout for Tara Jones former employee of the Sheriff's Office:

\$1,648.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(Sheriff - 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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff – Corrections (file)
OMB

Resolution

Number 22-0288

Adopted Date February 22, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO TELECOMMUNICATIONS FUND #11012812

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Telecommunications #11012812 in order to process a sick and vacation leave payout for D. Sebastianelli former employee of Telecommunications:

\$5,354.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012812-5882 (Telecommunications - Vacation Leave Payout)

\$5,518.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11012812-5881 (Telecommunications - Sick 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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adjustment file
Telecommunications (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0289

Adopted Date February 22, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE COMMISSIONERS
GENERAL FUND 11011110

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 19,000.00 from #11011110-5910 (General BOCC – Other Expense)
into #11011110-5830 (General BOCC – Workers 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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0290

Adopted Date February 22, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

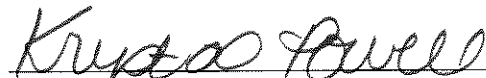
\$12,000 from #11011300-5400 (Purchased Services)
 into #11011300-5370 (Software)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Board of Elections (file)

Resolution

Number 22-0291

Adopted Date February 22, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES /
EMERGENCY MANAGEMENT FUND #2264

BE IT RESOLVED, to approve the following appropriation adjustment:


\$300.00 from #22642800 5317 (Non-Capital Purchases)
 into #22642800 5318 (Data Board Approval Non Cap. Purchase)

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
 Appropriation Adjustment file
 Emergency Services (file)

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

Resolution

Number 22-0292

Adopted Date February 22, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustment within Mary Haven Fund #2270:

\$1,175.00	from	22701240-5881	(Sick Leave Payout)
	into	22701240-5882	(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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 22-0293

Adopted Date February 22, 2022

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

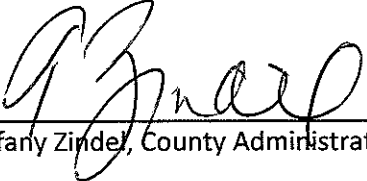
/tao

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	EAGLE BRIDGE CO	ENG. KING AVE BRIDGE IMPROVEME	22,047,747.70
FAC	ZIMMER TRACTOR INC	FAC KUBOTA UTILITY VEHICLE	23,457.68
SEW	EARTH & PIPE CONTRACTING INC	SEW DEMOLITION AND REMOVAL OF	25,480.00
ENG	WOOLPERT INC	ENG.WARREN COUNTY BASE MAPPING	168,987.00
WIB	ERNIE C DIMALANTA	WIB OUTREACH SERVICES	75,000.00

2/22/2022 APPROVED:



Tiffany Zindel, County Administrator

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0294

Adopted Date February 22, 2022

APPROVE AND AUTHORIZE THE WARREN COUNTY PORT AUTHORITY
TO APPLY TO THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE BUILDING
DEMOLITION AND SITE REVITALIZATION GRANT PROGRAM

WHEREAS, The Warren County Port Authority has been designated as the lead entity for the
Building Demolition and Site Revitalization Grant Program on behalf of the Warren County
Commissioners, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Warren County Port
Authority to submit an application to the Ohio Department of Development for the Building
Demolition and Site Revitalization Grant Program.

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 – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 22nd day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: C/A—Ohio Dept. of Development
OGA (file)
Port Authority (file)