

Resolution

Number 23-0144

Adopted Date February 07, 2023

HIRE JENA SHORT AS CUSTOMER ADVOCATE I WITHIN OHIOMEANSJOBS WARREN COUNTY


BE IT RESOLVED, to hire Jena Short, as Customer Advocate I within OhioMeansJobs Warren County, classified, full-time permanent, non-exempt status, Pay Range #14, \$20.25 per hour, effective February 27, 2023, subject to a negative background check, drug screen, and a 365-day probationary period.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)
J. Short's Personnel file
OMB-Sue Spencer

Resolution

Number 23-0145

Adopted Date February 07, 2023

HIRE WARD JONES AS CUSTOMER ADVOCATE I WITHIN OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to hire Ward Jones, as Customer Advocate I within OhioMeansJobs Warren County, classified, full-time permanent, non-exempt status, Pay Range #14, \$20.25 per hour, effective February 21, 2023, subject to a negative background check, drug screen, and a 365-day probationary period.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)
W. Jones' Personnel file
OMB-Sue Spencer

Resolution

Number 23-0146

Adopted Date February 07, 2023

ACCEPT RESIGNATION OF MISTY TREADWAY, COMPLIANCE CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE FEBRUARY 17, 2023

BE IT RESOLVED, to accept the resignation, of Misty Treadway, Compliance Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, effective February 17, 2023.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
M. Treadway's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 23-0147

Adopted Date February 07, 2023

APPROVE PAY INCREASE FOR LISA BENTON, COMPLIANCE SUPERVISOR WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director has requested an increase for Ms. Benton due to restructuring as the department will not be replacing a compliance caseworker and shifting the primary duties to Ms. Benton; and

NOW THEREFORE BE IT RESOLVED, to approve pay increase for Lisa Benton, Compliance Supervisor, within Warren County Job and Family Services, Child Services Division, \$2,404.00 bi-weekly, effective pay period beginning February 11, 2023.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Lisa Benton's Personnel file
OMB – Sue Spencer

Resolution

Number 23-0148

Adopted Date February 07, 2023

AUTHORIZE THE WARREN COUNTY SHERIFF TO APPROVE ADDENDUM FOR POLICE PROTECTION WITH THE KINGS SCHOOL DISTRICT, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

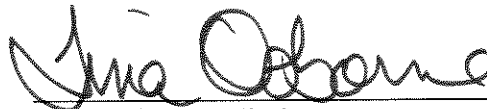
BE IT RESOLVED, authorize the Warren County Sheriff to approve the 2023 Addendum for Police Protection with the Kings School District, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kings School District
Sheriff (file)

ATTACHMENT A
2023 PAYROLL ADDENDUM

School Resource Deputy Agreement between the Sheriff of Warren County, Ohio and the Kings School District, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced agreement relative to the number of and the compensation for the services of School Resource Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2023 and continuing through midnight on December 31, 2023.

2023 Kings SRO Enforcement

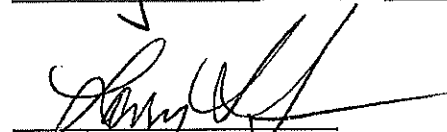
Salaries				\$222,214.00
Overtime				\$8,500.00
PERS	18.10%	\$230,714.00		\$41,759.00
Benefits				\$19,768.00
Single / Base	1	\$547.49	\$5,474.90	
Family / Base	1	\$1,429.32	\$14,293.20	
Couple / Base	0	\$719.91	0.00	
Waive	5	\$0.00	\$0.00	
Worker's Comp	2%	\$230,714.00		\$4,614.00
Medicare	1.45%	\$230,714.00		\$3,345.00
Total				\$300,201.00

These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

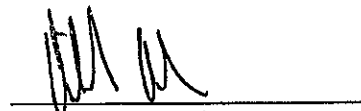
FIRST QUARTER INVOICE: \$75,050.00
FIRST QUARTER INVOICE: \$75,050.00
FIRST QUARTER INVOICE: \$75,050.00
FIRST QUARTER INVOICE: \$75,050.00

All other conditions and terms shall remain in effect.


In witness where of, the parties have hereunto set their hands on this 10 day of January, 2023, at Warren Co., Ohio



 Sheriff Larry L. Sims



 Mike Morrow, Treasurer

APPROVED AS TO FORM


 Adam M. Nice
 Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0149

Adopted Date February 07, 2023

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
FEBRUARY 9, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
February 9, 2023.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓
Commissioners' file
Press ✓

Resolution

Number 23-0150

Adopted Date February 07, 2023

ENTER INTO A CONTRACT WITH OHIO DEPARTMENT OF HEALTH FOR THE TUBERCULOSIS FUNDING ON BEHALF OF THE WARREN COUNTY COMBINED HEALTH DISTRICT

BE IT RESOLVED, to approve and enter into a contract with Ohio Department of Health for the Tuberculosis funding on behalf on the Warren County Combined Health District; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Health
Health Dept (file)
OMB

**OHIO DEPARTMENT OF HEALTH
SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")
Bureau of Infectious Diseases, TB & HAI/AR Program
Sarah Mitchell, TB & HAI/AR Program Manager ("ODH Agreement Manager")
246 N. High Street, 2nd Floor
Columbus, Ohio 43215
614-387-0652
Sarah.Mitchell@odh.ohio.gov

AND

Warren County Board of County Commissioners ("Subrecipient")
President, Commissioner Tom Grossmann ("Authorized Representative")
416 South East Street
Lebanon, Ohio 45036
(513) 695-1250
Tom.Grossmann@co.warren.oh.us
Vendor OAKS #- 52991-1

For the purpose of this Agreement, the term "Party" or "Parties" may be used to refer to either ODH and/or Subrecipient individually or collectively. Two (2) hardcopies of this Agreement should be signed by Subrecipient and returned along with required attachments (see §3) to ODH, ATTN: Paul Maragos, Contract Unit, 246 North High Street, Columbus, Ohio 43215, within fourteen (14) days of receipt at the above address. A copy of the executed Agreement shall be returned to the Subrecipient's Authorized Representative.

- PURPOSE & OBJECTIVE.** The Ohio Department of Health (ODH) will use these Uniting for Ukraine (U4U) TB Program Supplemental funds to support local TB Control Unit (LTCU) activities related to screening, evaluation, and treatment of latent TB infection (LTBI) and TB disease for Ukrainian Humanitarian Parolees (UHPs) to reduce morbidity and mortality caused by TB.

This project furthers ODH Bureau of Infectious Diseases objective to prevent and control the spread of TB within Ohio through active surveillance, detection, treatment, education, and identification of high-risk populations.

- EFFECTIVE DATE OF THE AGREEMENT.** This Agreement is in effect (the "Agreement Period") from the date of execution by the Director of ODH, whichever is later ("Agreement Beginning Date") through 12/31/2022 ("Agreement Ending Date"), unless this Agreement is renewed, suspended or terminated pursuant to the provisions of this Agreement prior to the termination date. Any reference to the Agreement Period shall include any renewal term (if any).

3. AGREEMENT FUNDING.

3.1. Agreement Funding Source:

CDC - Tuberculosis Elimination and Laboratory Cooperative Agreement

3.2. Grant Award Number:

6 NU52PS910184-03-04






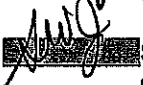


3.3. CFDA Number:

93.116

3.4. Ohio Statute Authorizing Administration of the Program:

O.R.C. 3701.04(A)(4) & 3701.146

4. ATTACHMENTS & ACKNOWLEDGEMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

-  Subrecipient affirms that they have read and understand and agree to be bound by the Scope of Work, Deliverables & Compensation terms in §6 below, and by the Agreement Terms and Conditions in §7 below;
-  If Subrecipient is not currently a registered vendor with the State of Ohio, Subrecipient must register online using the OAKS Supplier Self-Registration module at www.supplier.obm.ohio.gov;
-  Subrecipient must submit with this a budget or expense report;
-  Subrecipient certifies that it is an organization eligible to receive this grant from ODH by certifying it is either a State, Local and Indian Tribal Government, institution of higher education, non-profit organization (including faith-based, community-based, or tribal organization), or hospital;
-  If Subrecipient does not currently have an assigned Dun and Bradstreet (D&B) Universal Numbering System (DUNS) number. Subrecipient shall immediately take steps to obtain one as soon as possible;
-  Subrecipient must submit with this Agreement verification of any required licenses, registrations or other qualifications required by this Agreement or relevant Request for Proposal;
-  Subrecipient certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and
-  Effective March 28, 2019, if the Agreement Funding Source identified in §3.1. of this Agreement is any of the following listed funding sources, Subrecipient must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Subrecipient become nor is Subrecipient currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:
 - Violence Against Women Act;
 - Breast and Cervical Cancer Mortality Prevention Act;
 - Infertility prevention project;
 - Minority HIV/AIDS initiative; or
 - State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

5. FEDERAL NOTICE OF AWARD RESTRICTIONS, DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement.

5.1. Audit Requirements: If 45 CFR 75 Subpart F applies, subrecipients receiving CDC funds under this Agreement must meet applicable audit requirements set forth in 45 CFR 75.

5.2. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

Ryan Springer, MBA
 Grants Management Specialist | Branch I, IDSB
 Office of Grants Services (OGS)
 Centers for Disease Control and Prevention (CDC)
 Office: (678) 475-4693
 Email: RSpringer@cdc.gov

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement must be included in all sub-awards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371.


Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31U.S.C. 3321).

Remainder of Page Left Intentionally Blank. Signature Page Immediately Follows.

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Agreement.

SUBRECIPIENT

OHIO DEPARTMENT OF HEALTH


[Signature, Blue Ink Please]

Bruce Vanderhoff, MD, MBA, Director of Health



[Print Name & Title]

Date


Date

Remainder of Page Left Intentionally Blank. Scope of Work, Deliverables & Compensation & General Terms and Conditions Immediately Follow this Page.

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

6. SCOPE OF WORK, DELIVERABLES & COMPENSATION.

	<p align="center">Scope of Work and/or Deliverables (Due Date and Compensation only noted if Applicable or Required)</p>	<p align="center">Due Date</p>	<p align="center">Compensation</p>
	<p>During the Agreement Period, Subrecipient and ODH agree that Subrecipient shall complete the following and ODH shall compensate Subrecipient as indicated:</p>		
<p>6.1.</p>	<p>Completion of the Aggregate Report for Tuberculosis Program Evaluation (ARPE) Targeted Testing and Treatment for Latent Tuberculosis Infection (LTBI) document. Data must include:</p> <ul style="list-style-type: none"> • Total number of people tested • Where laboratory testing performed • Number of people evaluated for TB disease • Number of people treated for LTBI • Number of LTBI completing treatment • Number of people treated for TB disease • Number of people completing TB disease treatment 	<p align="center">12/31/2022</p>	<p align="center">\$8,143.00</p>
<p>6.2.</p>	<p>Completion of the Report of a Verified Case of Tuberculosis (RVCT) data for any identified TB disease cases among the UHP which must be entered into the Ohio Disease Reporting System. Uniting for Ukraine cases will be marked with "U4UKRAINE" in the "Other, specify" free text field under Additional/Other TB Risk Factors in the RVCT.</p>	<p align="center">12/31/2022</p>	<p align="center">N/A</p>
<p>6.3.</p>	<p>Subrecipients shall submit an invoice related to the costs of work associated with this agreement. Mandatory requirements on invoice:</p> <ol style="list-style-type: none"> 1. Time period when work was performed (5/21/2022-12/31/2022). 2. Total number of people tested. 3. Total number diagnosed with LTBI. 4. Total number diagnosed with TB disease. 5. Description of services provided (e.g., outpatient services related to TB control and clinical care (e.g., Interferon Gamma Release Assay (IGRA) testing, tuberculin skin testing, chest radiography, medical evaluation, treatment; procurement and provision of medications for the treatment of LTBI and TB disease; and reasonable program purposes, including personnel, travel, supplies, and services). 	<p align="center">12/31/2022</p>	<p align="center">N/A</p>
<p>TOTAL AGREEMENT AMOUNT</p>			<p align="center">\$8,143.00</p>

*Remainder of Page Left
Intentionally Blank. Terms & Conditions Immediately Follow this Page.*

7. AGREEMENT TERMS AND CONDITIONS.

- 7.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Subrecipient agrees to perform, and ODH agrees to pay Subrecipient, in accordance with the terms of this Agreement.
- 7.2. Scope of Work, Deliverables, and Compensation. Subrecipient shall provide work, services, products and deliverables in the time and manner and for the compensation specified in §6 and any attachment specified or incorporated into this Agreement.
- 7.2.1. Compensation. In consideration of the Scope of Work and Deliverables specified in §6, ODH agrees to pay the Compensation as set forth in §6 for a total not to exceed the Total Agreement Amount. ODH will compensate Subrecipient upon the successful completion of each deliverable, in accordance with §6 of this Agreement.
- 7.2.1.1. Indirect Rate. ODH must budget for and pay Subrecipient its full federally-negotiated Facilities and Administrative Costs ("F&A") rate on the entire amount of the subaward (unless specifically excepted in the federal award notice). If Subrecipient has no negotiated rate, 10% of the subaward's Modified Total Direct Cost must be paid as the F&A rate, unless Subrecipient is able to direct charge 100% of their costs and has no indirect costs.
- 7.2.2. Total Agreement Amount. The Total Agreement Amount, as indicated in §6, includes the cost for all services, travel, or any other expenses that Subrecipient may incur as a result of Subrecipient's performance of this Agreement.
- 7.2.2.1. In the event that §6 specifically allows ODH to reimburse Subrecipient for travel and other related expenses, ODH will reimburse Subrecipient for those expenses in accordance with this section. Travel and travel-related expenses must be pre-approved by Agreement Manager in advance of travel and may not exceed the amounts specified for the State Fiscal Year. Subrecipient may invoice ODH for reimbursement of travel and travel-related expenses no later than thirty days after the travel occurred. Subrecipient must invoice travel expenses separate from invoices for services and work. Reimbursement for authorized travel and other related expenses shall be limited to actual and necessary expenses as specified in the O.R.C. 126.31 and O.R.C. 126.32 and the provisions of the Ohio Administrative Code ("O.A.C.") 126-1-02. Subrecipient shall submit all claims/travel invoices to the Agreement Manager for approval prior to submitting a claim for reimbursement. ODH will not reimburse Subrecipient for any other expenses except as specifically provided in this Agreement. For the purpose of determining allowable travel expenses, Subrecipient's headquarters shall be Franklin County, Ohio.
- 7.2.2.2. Subrecipient shall not submit claims for expenses which do not meet the requirements specified or directly related to work in §6.
- 7.2.3. Subrecipient shall monitor the work under this Agreement and shall not accept an assignment under this Agreement if it will cause or is reasonably likely to cause the Compensation specified in §6 to exceed the Total Agreement Amount for the Agreement Period.
- 7.2.4. Subrecipient waives the interest provisions of O.R.C. 126.30.
- 7.2.5. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
- 7.2.6. Funds Availability. Subrecipient understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. If the Ohio General Assembly or other Agreement Funding Source fails at any time to continue funding ODH for the Compensation specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source.
- 7.2.7. ODH will not compensate Subrecipient for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met ODH will not compensate Subrecipient for any work performed after the Agreement Ending Date, as applicable.

7.2.8. Invoices. Subrecipient shall invoice ODH in accordance with §6 for work or services Subrecipient provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will reimburse Subrecipient within thirty (30) days of receipt of a valid invoice for the amount of payment due pursuant to O.A.C. 126-3-01. ODH shall return any invalid or incomplete invoice to Subrecipient within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Subrecipient no later than thirty (30) days after the end of the Agreement Period.

7.2.8.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Subrecipient by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Subrecipient is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at www.supplier.obm.ohio.gov.

7.2.9. Subrecipient shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Subrecipient for the purpose of assisting Subrecipient's performance.

7.2.10. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Subrecipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Subrecipient shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Subrecipient.

7.2.11. If the Agreement Funding Source identified in §3.1. of this Agreement is any of the following listed funding sources, Subrecipient certifies that Subrecipient does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

7.2.11.1. Violence Against Women Act;

7.2.11.2. Breast and Cervical Cancer Mortality Prevention Act;

7.2.11.3. Infertility prevention project;

7.2.11.4. Minority HIV/AIDS initiative; and/or

7.2.11.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

Any violation or failure to comply with this section shall be treated as a material breach of this Agreement.

7.3. Time of Performance & Amendments.

7.3.1. Agreement Period; Extension. Upon approval by ODH and, if required, the Controlling Board, this Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement. Any extensions or renewals are subject to sections 7.2.6 and 7.5.3.

7.3.1.1. Biennium Year. In the event that the term of this Agreement Period spans the State of Ohio biennium ending on June 30th of an odd-numbered year, e.g. June 30, 2015, then this Agreement will terminate on the last day of that biennium. At that time, ODH may unilaterally extend the Agreement by giving Subrecipient written notice. Until such notice is given, Subrecipient is subject to §7.3.3 below.

7.3.2. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written

amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

- 7.3.3. Pursuant to O.R.C. 126.07, this Agreement is not valid nor enforceable in any fiscal year unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, in an amount at least equal to the current fiscal year funding specified for each fiscal year that comprises the Total Agreement Amount. Subrecipient shall not perform nor charge ODH for any work performed by Subrecipient in the time period prior to receiving written notification from ODH that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. Subrecipient shall neither perform work nor submit an invoice for payment for any Agreement performance after the Agreement Ending Date.
- 7.4. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to Subrecipient. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Subrecipient if ODH (i) discovers any illegal conduct on the part of Subrecipient; (ii) discovers any violation of §7.7 of this Agreement regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation of §7.13 regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §7.2.11; (v) is subject to a loss of funding as specified in §7.2.6; (vi) discovers that Subrecipient or any of its subcontractors has performed any services under this Agreement in §7.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Subrecipient. If at any time during the Agreement Period a bankruptcy or similar proceeding has been filed by or against Subrecipient, Subrecipient shall immediately notify ODH of the filing.
- 7.4.1. Subrecipient to Cease Work and Other Agreement Activities. Subrecipient, upon effective date of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require.
- 7.4.2. Determining Compensation after Agreement Suspension or Termination. Except in the instances of material breach or default as indicated in §7.5, Subrecipient shall be entitled to compensation in the event of suspension or termination under this Agreement, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the compensation set forth in §6 and §7.2, less any funds previously paid by or on behalf of ODH. In the case of services for which Subrecipient's compensation is based upon a fixed fee per deliverable, compensation shall be based on a reasonable percentage of the total services performed, as determined by ODH, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Subrecipient shall not exceed the total amount of compensation allowed by this Agreement.
- 7.5. Breach or Default.
- 7.5.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §4, §7.2.11 and §7.12, ODH may unilaterally terminate this Agreement without compensation to Subrecipient as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that ODH offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.
- 7.5.2. Upon breach or default by Subrecipient of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.
- 7.5.3. If ODH or Subrecipient fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §6, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.
- 7.5.4. A breach or default based upon Subrecipient's failure to comply with §7.12 is subject to that section with regard to Agreement termination, sanctions, and damages.

7.6. Independent Subrecipient. Subrecipient acknowledges and agrees any individual providing personal services under this agreement is not a public employee (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Subrecipient's end product, ODH does not control the manner in which Subrecipient performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Subrecipient assumes responsibility for tax liabilities that result from compensation paid to Subrecipient by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Subrecipient to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).

7.7. Conflict of Interest and Ethics Laws.

7.7.1. Neither Subrecipient nor any officer, member or employee of Subrecipient shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.

7.7.2. Subrecipient hereby covenants that neither Subrecipient, nor any officer, member, or employee of Subrecipient, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.

7.7.3. Subrecipient shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Subrecipient shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.

7.7.4. Subrecipient hereby covenants that Subrecipient and any officer, member or employee of Subrecipient are in compliance with O.R.C. 102.04 and that if Subrecipient is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.

7.7.5. Subrecipient hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.

7.7.6. Subrecipient hereby certifies and affirms that, as applicable to Subrecipient, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Subrecipient's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Subrecipient shall return to ODH all monies paid to Subrecipient under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

7.8. Nondiscrimination and Equal Employment Opportunity.

7.8.1. In carrying out this Agreement, Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Subrecipient shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:

7.8.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

7.8.1.2. Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment;

7.8.1.3. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see www.lep.gov), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;

- 7.8.1.4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
 - 7.8.1.5. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
 - 7.8.1.6. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
 - 7.8.1.7. If grant funding is from the U.S. Department of Justice ("DOJ"), subrecipients must also comply with the following laws and regulations which prohibit discrimination on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, or disability in the provision of services and employment practices:
 - 7.8.1.7.1. The nondiscrimination provision of the Violence Against Women Act of 1994, as amended (42 U.S.C. § 13925(b)(13));
 - 7.8.1.7.2. 28 C.F.R. pt. 42, subpt. C (the DOJ regulations implementing Title VI of the Civil Rights Act of 1964);
 - 7.8.1.7.3. 28 C.F.R. pt. 54 (the DOJ regulations implementing Title IX of the Education Amendments of 1972);
 - 7.8.1.7.4. 28 C.F.R. pt. 42, subpt. G (the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973); 28 C.F.R. pt. 42, subpt. I (the DOJ regulations implementing the Age Discrimination Act of 1975);
 - 7.8.1.7.5. 28 C.F.R. pt. 38 (the DOJ regulations on the Equal Treatment for Faith-Based Organizations);
 - 7.8.1.7.6. Ex. Order No. 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and
 - 7.8.1.7.7. Ex. Order No. 13559 (Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations).
 - 7.8.1.8. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 7.9. "Sweatshop Free" Certification. Subrecipient hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Subrecipient in furnishing the supplies or services pursuant to this Agreement. If it is determined that Subrecipient's certification of this requirement is false or misleading, then Subrecipient understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 7.10. Records, Documents and Information. All records, documents, writings or other information produced or used by Subrecipient in the performance of this Agreement shall be treated according to the following terms:
- 7.10.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Subrecipient. Where there is a question as to whether information is public or private, ODH shall make the final determination. Subrecipient shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Subrecipient agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the Agreement period a proceeding has been filed by or against Subrecipient which would compel disclosure of private information under this Agreement, Subrecipient shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Subrecipient for work under this Agreement.
 - 7.10.2. Pursuant to Section 149.43 of the Ohio Revised Code, all proprietary information of Subrecipient shall be held to be strictly confidential by ODH. Proprietary information is information which, if made public, would put Subrecipient at a disadvantage in the market place and trade of which Subrecipient is a part. Subrecipient is responsible for notifying ODH of the nature of the information prior to its release to ODH.

ODH reserves the right to require reasonable evidence of Subrecipient's assertion of the proprietary nature of any information to be provided.

- 7.10.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Subrecipient shall be retained and made available by Subrecipient for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Subrecipient shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 7.11. Disclosure of Personal Health Information. Subrecipient hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Subrecipient will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Subrecipient shall comply with 45 C.F.R.164.504(e)(2)(ii). Subrecipient shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Subrecipient hereby agrees that anytime information is provided or made available to any sub-Subrecipient or agent, Subrecipient must enter into a subcontract with the sub-Subrecipient or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Subrecipient must obtain ODH approval prior to entering into such agreements. Further, Subrecipient agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Subrecipient's obligations under this Agreement.
- 7.12. Prohibition of the Expenditure of Public Funds for Offshore Services. No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Agreement. Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Subrecipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Subrecipient must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Subrecipient understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, if the Subrecipient changes the location(s) disclosed on the Affirmation and Disclosure Form, Subrecipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.
- 7.12.1. Termination, Sanction, Damages. If Subrecipient or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Subrecipient or any of its subcontractors perform any such services, Subrecipient shall immediately return to ODH all funds paid for those services. ODH may also recover from Subrecipient all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Subrecipient performing services outside the United States.
- 7.12.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Subrecipient. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- 7.12.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of % of the value of the Agreement.
- 7.12.4. ODH, in its sole discretion, may provide written notice to Subrecipient of a breach and permit Subrecipient to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Subrecipient any costs associated with acquiring those substitute services.

- 7.12.5. Notwithstanding ODH permitting a period of time to cure the breach or Subrecipient's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Subrecipient performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 7.13. Drug Free Workplace. Subrecipient shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Subrecipient shall make a good faith effort to ensure that all employees of Subrecipient do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 7.14. Security & Safety Rules. When using or possessing ODH data or accessing State of Ohio networks and systems, the Subrecipient, its employees, subcontractors and agents must comply with all applicable state rules, policies, and regulations regarding state-provided IT resources, data security and integrity. When on any property owned or controlled by the State of Ohio, the Subrecipient must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 7.15. Compliance.
- 7.15.1. Subrecipient affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Subrecipient further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R. 180.110. Subrecipient agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.
- 7.15.2. Subrecipient certifies that Subrecipient is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Subrecipient is federally debarred from participating in government contracts funded by federal money, for whatever reason, Subrecipient shall immediately notify ODH of the debarment.
- 7.15.3. Subrecipient certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Subrecipient becomes disqualified from conducting business in Ohio, for whatever reason, Subrecipient shall immediately notify ODH of the disqualification.
- 7.15.4. Subrecipient certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.
- 7.16. Audit Exceptions.
- 7.16.1. ODH shall be responsible for receiving, replying to, and arranging compliance with any audit exception(s) found as a result of any state or federal audit of this Agreement as it pertains to federal or ODH funding of the Agreement. ODH shall promptly notify Subrecipient of any adverse findings which allegedly are the fault of Subrecipient. Upon receipt of notification by ODH, Subrecipient shall fully cooperate with ODH and timely prepare and send to ODH its written response to the audit exception(s).
- 7.16.2. The Parties shall be liable for any audit exception(s) that result(s) solely from their own acts or omissions in the performance of this Agreement. In the event that any audit exception(s) result(s) from the acts or omissions of both Subrecipient and ODH, the financial liability for the audit exception(s) shall be shared by the Parties in proportion to their relative fault.
- 7.16.3. For the purpose of this section, the term "audit exception" shall include federal disallowance and deferrals.
- 7.17. Trafficking Victims Act. In carrying out this Agreement, Subrecipient, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Subrecipient must include this provision in its contracts and subcontracts under this Agreement. Subrecipient must inform ODH immediately of any information regarding violation of the foregoing. Subrecipient understands that its failure to comply with this provision may subject ODH to loss of federal funds. Subrecipient agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.

- 7.18. Limitation of Liability. Subrecipient agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH; and ODH agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any such responsibility on the Subrecipient. ODH's liability for damages, whether in contract or in tort, shall not exceed the Total Agreement Amount or the amount of direct damages incurred by Subrecipient, whichever is less, and is the Subrecipient's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.
- 7.19. Insurance. Subrecipient will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Subrecipient may be required to show proof of insurance upon request by ODH. Subrecipient also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Subrecipient instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that Subrecipient is one of the following:
- 7.19.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;
- 7.19.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
- 7.19.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.
- 7.20. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by Subrecipient. Subrecipient shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Subrecipient an unlimited license to use work and materials produced by Subrecipient under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant Number from . Its contents are solely the responsibility of the authors and do not necessarily represent the official views of ." Subrecipient shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.
- 7.21. Assignment. Subrecipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 7.22. Attachments. Attachments and documents referenced in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 7.23. Governing Law. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement.
- 7.24. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby,

provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.

7.25. Headings. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.

7.26. Survival. Except as expressly stated otherwise in this Agreement, all sections herein relating to payment, confidentiality, license and ownership, liability, record retention, audit, publicity, conflicts of interest and ethics, warranties and limitations on damages shall survive the termination or expiration of this Agreement.

7.27. Notices.

7.27.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.

7.27.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Subrecipient's Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.

7.27.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

7.28. OMB Omni-Circular. If applicable, Subrecipient must meet the requirements and comply with the federal Office of Management and Budget (OMB) Omni-Circular, 2 CFR Part 200.

Remainder of Page Left Intentionally Blank. Attachment(s) Immediately Follow.

ATTACHMENT A

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2022-02D
State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

March 2022

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

406 Justice Drive
(Address)

Lebanon, OH 45036
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

Warren County Health District
(Name)

416 S. East St. Lebanon, OH 45036
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

406 Justice Drive
(Address)

Lebanon, OH 45036
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

Warren County Health District
(Name)

416 S. East St. Lebanon, OH 45036
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

406 Justice Drive
(Address)

Lebanon, OH 45036
(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

Warren County Health District
(Name)

416 S. East St. Lebanon, OH 45036
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

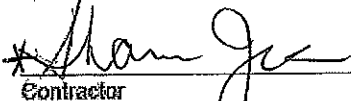
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: 
Contractor

Print Name: Shannon Jones

Title: President

Date: 2-7-23

Resolution

Number 23-0151

Adopted Date February 07, 2023

APPROVE ADDENDUM TO THE ONLINE DOG LICENSING SYSTEM AGREEMENT WITH FAIRFIELD COMPUTER SERVICES, LLC

WHEREAS, pursuant to Resolution No. 20-1586, adopted on November 10, 2020 this Board entered into an Online Dog Licensing System Agreement with Fairfield Computer Services, LLC for the use of the Online Dog Licensing System; and

WHEREAS, the Warren County Dog Warden seeks to utilize the Animal Control Module which is part of the existing Online Dog Licensing System; and

NOW THEREFORE BE IT RESOLVED, to approve Addendum to the Online Dog Licensing System Agreement with Fairfield Computer Services, LLC for addition of the Animal Control Module for the Warren County Dog Warden; as attached hereto and made part hereof.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Fairfield Computer Services
Auditor (file)
Information Technology (file)
Dog & Kennel (file)

ADDENDUM TO ONLINE DOG LICENSING SYSTEM AGREEMENT

This addendum is made to the Agreement signed November 10, 2020 and approved via resolution 20-1586 between the County Commissioners of Warren County, Ohio (CUSTOMER) of 406 Justice Dr., Lebanon, OH 45036 and Fairfield Computer Services, LLC (FCS) of 144 Forrer Blvd, Oakwood, Ohio 45419 for use of the Online Dog Licensing System.

This addendum adds the Animal Control Module (ACM) to the licensing service described in the Agreement. A description of ACM is provided in "Exhibit 1. Animal Control Module". For the use of ACM, CUSTOMER compensates FCS in accordance with the terms given in "Exhibit 2. Cost Summary." All other terms, including those related to the duration of service, security, backup, and data ownership, are as per the Agreement.

WHEREFORE, the parties have caused this addendum to be executed by their duly authorized representatives.

FAIRFIELD COMPUTER SERVICES, LLC

By: 

Name: Wendy Dehlers

Its: President

Date: 1/11/2023

WARREN COUNTY

By: 

Name: Shannon Jones

Its: President

Date: 2-7-23

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Exhibit 1. Animal Control Module

The Animal Control Module is used by animal control personnel to manage and report on data relating to animal control activity. The Module stores current and historical information on animal control incidents, citations, bites, impounding, and follow-ups. It supports the uploading of files related to animal control activity. It provides court and summary reporting. The Animal Control Module operates as a module within the licensing system, providing animal control personnel an integrated view of license and animal control information. A detailed audit trail is kept on all system activity. Access to the Module must be expressly enabled on a per administrator basis. Enabling or disabling access are recorded to the audit trail.

Exhibit 2. Cost Summary

Setup and Training	Total
Set up and configure the Animal Control Module. Load animal control data since January 1, 2010 from the existing system. Provide a beta system for review, testing, and acceptance. Provide training to animal control personnel. Any work outside the scope of what is described here is billed at \$100/hr. For any such work, we are happy to provide a proposal with an estimate of its time and cost.	\$0.00

Monthly Service	Total
Use of system; new features and fixes; 50 GB upload space*; phone and email support. The first six months after acceptance are waived. *Additional storage space for uploads is billed at 10 GB / \$10 / Month.	\$160.00

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

Resolution

Number 20-1586

Adopted Date November 10, 2020

ENTER INTO ONLINE DOG LICENSING SYSTEM AGREEMENT WITH FAIRFIELD
COMPUTER SERVICES, LLC FOR THE USE OF THE ONLINE DOG LICENSING
SYSTEM ON BEHALF OF THE WARREN COUNTY INFORMATION TECHNOLOGY
DEPARTMENT

BE IT RESOLVED, to enter into an Online Dog Licensing System Agreement with Fairfield
Computer Services, LLC; copy of said agreement is 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 10th day of November 2020.

BOARD OF COUNTY COMMISSIONERS


Layfa Lander, Deputy Clerk

cc: c/a—Fairfield Computer Services, LLC
Auditor (file)
Information Technology (file)

ONLINE DOG LICENSING SYSTEM AGREEMENT

OVERVIEW. This is an agreement between the County Commissioners of Warren County, Ohio (CUSTOMER) of 406 Justice Dr., Lebanon, OH 45036 and Fairfield Computer Services, LLC (FCS) of 144 Forrer Blvd, Oakwood, Ohio 45419 for use of the Online Dog Licensing System (SYSTEM).

DURATION. This agreement is in force for an initial term of two (2) years from the date of signing. This agreement automatically renews for three (3) successive one (1) year terms, unless terminated. Either party may terminate this agreement with a written sixty (60) day notice. At the expiration or termination of this agreement, FCS discontinues access to SYSTEM immediately.

SPECIFICATIONS. FCS configures SYSTEM in accordance to the terms given in "Exhibit 1. System Specifications."

DELIVERY. FCS uses reasonable diligence to make SYSTEM available for use by CUSTOMER no later than eight weeks after receiving from CUSTOMER all the necessary information relating to configuring SYSTEM as described in "Exhibit 1. System Specifications." CUSTOMER acknowledges that this is an estimate and not a guarantee of the delivery time.

DATA SECURITY. FCS shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of data contained in SYSTEM. Such security measures shall be in accordance with recognized industry practice.

DATA BACKUP. FCS shall routinely back up SYSTEM. Such backups shall be made to enable a full recovery of SYSTEM as of the date the backup was taken. The backup practice shall be in accordance with recognized industry practice.

LICENSE DATA is defined as data on licenses, license holders, licensing transactions, license enforcement, and animal control collected and stored in SYSTEM pursuant to this agreement. Specifically, but without limitation, this includes data on 1) license descriptions, issue dates, numbers and expiration dates; 2) names, addresses, telephone numbers, and email address of license holders; 3) order numbers, items purchased, fees for purchases, payment methods, and totals; 4) license enforcement and animal control activity; 5) other administrative notes of CUSTOMER.

UPLOADED DATA is defined as electronic files transferred to and stored in SYSTEM pursuant to this agreement by CUSTOMER, their agents, and the public. Specifically, but without limitation, this includes files 1) needed as proofs for licensing; 2) having information on account holders needed to be kept on file by law; 3) used for descriptive purposes relating to license enforcement or animal control.

CREDIT CARD DATA is defined in this agreement as the information related to performing and managing credit card transactions executed in SYSTEM pursuant to this agreement. Specifically, but without limitation, this includes 1) credit card numbers and expiration dates; 2) credit card holder names; 3) credit card security codes; 4) reference numbers exchanged between the credit card processor and FCS. CUSTOMER DATA and UPLOADED DATA expressly do not include CREDIT CARD DATA.

OWNERSHIP. CUSTOMER owns LICENSE DATA. CUSTOMER retains intellectual property rights in any material they hold in UPLOADED DATA. FCS shall not sell, share, or make available LICENSE DATA or UPLOADED DATA to any party without the express consent of CUSTOMER or except as is directly necessary for the proper operation of SYSTEM or as required by law. FCS does not review material held in UPLOADED DATA. UPLOADED DATA is the responsibility of CUSTOMER. FCS holds all right, title, and interest in SYSTEM which includes without limitation all interfaces, menu arrangements, software and data designs, and all components of any source or object computer code that make up SYSTEM. CUSTOMER has a nonexclusive and nontransferable lease for use of SYSTEM for the duration of this agreement. CUSTOMER shall do nothing

which may infringe upon or in any way undermine the right, title, and interest of FCS in SYSTEM. FCS owns CREDIT CARD DATA.

DATA DISPOSITION. At the expiration or termination of this agreement, FCS shall 1) transmit LICENSE DATA and UPLOADED DATA to CUSTOMER in an electronic and reasonably organized format; 2) securely store an archival representation of LICENSE DATA and UPLOADED DATA for records retention purposes; 3) and remove LICENSE DATA and UPLOADED DATA from SYSTEM.

SETUP MATERIAL. CUSTOMER warrants that all documents, images, artwork, or other material it transmits to FCS for use in configuring SYSTEM is legally owned by or licensed to CUSTOMER.

COMPENSATION. For the services provided under this agreement, CUSTOMER compensates FCS in accordance to the terms given in "Exhibit 2. Cost Summary."

FCS BRAND. CUSTOMER allows FCS to place on the public website of SYSTEM an inconspicuous phrase or mark identifying FCS as the developer and owner of SYSTEM with a hyperlink to the website of FCS:

DISCLAIMER. FCS disclaims all warranties not expressly contained in this agreement. This includes without limitation any warranty as to the suitability, merchantability, fitness for any particular purpose, or non-infringement of the equipment, software, or services provided hereunder. FCS does not warrant that the equipment or software will operate uninterrupted or error-free. FCS does not warrant that SYSTEM will work on all platforms. No representation or other affirmation of fact, including without limitation statements regarding capacity, suitability for use, or performance of SYSTEM, whether made by employees of FCS or otherwise that is not contained in this agreement is deemed a warranty by FCS for any purpose or give rise to any liability of FCS whatsoever.

LIMITATION. In no event is FCS or CUSTOMER liable to the other for any lost or anticipated profits, or any indirect, incidental, exemplary, special, reliance, punitive, or consequential damages arising out of or in connection with this agreement, regardless of whether FCS or CUSTOMER has been advised or has reason to know of the possibility of such damages. Notwithstanding any provision contained herein to the contrary, the maximum liability of FCS to CUSTOMER or any person whatsoever arising out of or in connection with this agreement or any use of or inability to use services, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall not exceed the actual amount paid to FCS by CUSTOMER. The foregoing limitations of liability does not apply to claims for personal injury caused by FCS's intentional misconduct or negligence, or claims for infringement, whether actual or alleged.

FORCE MAJEURE. FCS shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the control of FCS, including without limitation acts of God, emergency, accident, fire, lightning, riot, strikes, lock-outs, industrial disputes, or epidemics.

ENTIRE AGREEMENT. This agreement, together with the attached exhibits, constitutes the entire agreement between FCS and CUSTOMER with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between FCS and CUSTOMER in connection with this agreement.

AMENDING. Except as expressly provided herein, this agreement may not be changed or amended except by a writing executed by authorized representatives of both parties.

SEVERABILITY. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid or unenforceable provision with another which closely approximates the intent and economic effect of the invalid or unenforceable provision.

NON-WAIVER. Both parties agree that the failure of the other to enforce any provision of this agreement is not a waiver of that provision or any other provision contained herein.

REMEDIES. All remedies available to either party are cumulative and not exclusive. Termination or expiration of this agreement shall not limit either party from pursuing other remedies available at law or in equity. Neither party may institute any action in any form arising out of this agreement more than fifteen (15) years after the cause of action has arisen.

ASSIGNMENT. This agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the foregoing shall not prohibit FCS from assigning this agreement or its rights hereunder, nor require the consent of the CUSTOMER, in connection with any change of control, corporate reorganization, merger or consolidation of FCS. Any purported assignment, transfer, or delegation in violation of this section shall be null and void. Subject to the foregoing, this agreement shall be binding upon, insure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

GOVERNING LAW AND JURISDICTION. The laws of the State of Ohio govern this agreement and CUSTOMER and FCS hereby submit to the exclusive jurisdiction of the Ohio courts.


ACCEPTANCE. By signature below, the parties agree to the provisions in this document. Parties further agree that they are authorized to act on behalf of their respective organizations and to bind said organizations to the provisions herein.

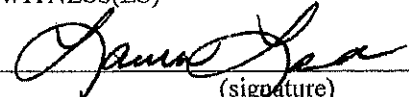
CUSTOMER acknowledges that CUSTOMER has read this agreement, understands it, and agrees to be legally bound by it.

WHEREFORE, the parties have caused this agreement to be executed by their duly authorized representatives.

COUNTY COMMISSIONER(S)

WITNESS(ES)

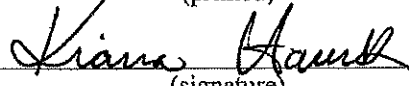
* 
(signature)


(signature)

David Young
(printed)

Laura Lender
(printed)

* 
(signature)


(signature)

Tom Grossmann
(printed)

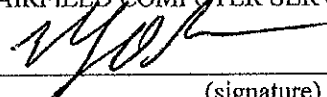
Kiana Hawk
(printed)

* _____
(signature)

(printed)

Date: _____

FAIRFIELD COMPUTER SERVICES, LLC

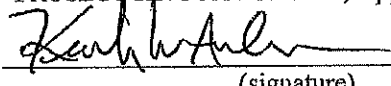
* 
(signature)

* Wendy Ochlers
(printed)

Title: President

Date: 8/22/2020

PROSECUTING ATTORNEY, Approved as to form


(signature)

Keith W. Anderson
(printed)

Date: June 29, 2020

Exhibit 1. System Specifications

FCS has a system for managing dog licenses and other license types. The system is made available for use to CUSTOMER who manages licensing and related activities by accessing an administrative website of the system using a web browser over the Internet.

The system stores current and historical information on licenses, license holders, orders, payments, and other license-related information. It generates blank license applications, pre-filled renewal applications, and license receipts. It supports barcode reading and batch file input for rapid processing of renewal applications. It supports email communication for sending renewal notices and receipts to license holders. It contains reports and facilities for license enforcement and animal control. It supports the uploading of files to various system entities such as license holders, orders, and incident reports. It provides numerous reports on license holders, licenses, orders, and payments. It has different tiers of administrative access and maintains a detailed audit trail on system activity.

In addition to an administrative website, there is a public website. The public website often contains information on licensing; links to relevant officials' web pages and other related web pages; and blank applications which can be printed and used for filling out by hand. The public website also may feature a license search capability, allowing the public to search the license database using a license number to find a license holder's contact information. Finally, if the CUSTOMER elects to allow online licensing, the public website is where the public goes to renew and purchase new license online via a credit card.

Fees for licenses purchased online are remitted to CUSTOMER by the end of business Monday for transactions done the prior week. Remittance is in the form of a paper check or an ACH transfer. In the event Monday is a holiday, fees are remitted on the next business day.

The administrative and public websites are available on the Internet at

<https://www.doglicenses.us/<State>/<County>>

Once an agreement is signed, FCS provides CUSTOMER a set-up questionnaire. Based upon it, an instance of the system is configured. Into this is loaded the existing license and license holder data of CUSTOMER, provided such data is in an electronic and reasonably organized format. Applications, receipts, and the public website are marked up as appropriate for CUSTOMER. On the public website, FCS adds three to five web pages in support of licensing, typically these include a home page, an FAQ on licensing, blank applications, and other related forms and hyperlinks.

The following items are needed from CUSTOMER for FCS to successfully set up the system. The list is not necessarily exhaustive.

1. The signed agreement.
2. The identity of the person who will lead the set-up from the side of CUSTOMER.
3. The completed set-up questionnaire.
4. Digital copies of all images to use on the website, such as the seal and any photos.
5. Digital copies of all forms to post to the website.
6. Data files on license holders and licenses.
7. Data files on related licensing information, such as breeds, colors, and vet clinics.

Exhibit 2. Cost Summary

Setup and Training	Total
<p>Configure an instance of the system as per the setup questionnaire. Load one (1) year of license and license holder data. Provide a beta system for review, testing, and approval. Provide one day of training.</p> <p>Any work outside the scope of what is described here is billed at \$100/hr. For any such work, we are happy to provide a proposal with an estimate of its time and cost.</p>	<p>\$3,000.00*</p> <p>*setup fee waived for setup April - August</p>

Monthly Service	Total
<p>Use of system; new features and fixes; 10 GB upload space*; phone and email support.</p> <p>*Additional storage space for uploads is billed at 10 GB / \$10 / Month.</p>	<p>\$325.00 x 12 = \$3,900.00</p>

Total \$6,900.00

Convenience Fees for Online Orders																																																	
<p>The fee is per tag, applies only to online orders, and is incurred by the owner. The fee covers all credit card costs, such as merchant fees, processor fees, gateway fees, and chargebacks. The fee is based on the underlying license cost according to the following schedule:</p>																																																	
<table border="1"> <thead> <tr> <th>License Cost</th> <th>Fee</th> </tr> </thead> <tbody> <tr><td>\$0.01 - \$1.00</td><td>\$1.00</td></tr> <tr><td>\$1.01 - \$2.99</td><td>\$1.25</td></tr> <tr><td>\$3.00 - \$4.99</td><td>\$1.50</td></tr> <tr><td>\$5.00 - \$6.99</td><td>\$1.75</td></tr> <tr><td>\$7.00 - \$10.99</td><td>\$2.00</td></tr> <tr><td>\$11.00 - \$14.99</td><td>\$2.15</td></tr> <tr><td>\$15.00 - \$19.99</td><td>\$2.25</td></tr> <tr><td>\$20.00 - \$24.99</td><td>\$2.50</td></tr> <tr><td>\$25.00 - \$29.99</td><td>\$2.75</td></tr> <tr><td>\$30.00 - \$34.99</td><td>\$3.00</td></tr> <tr><td>\$35.00 - \$39.99</td><td>\$3.20</td></tr> </tbody> </table>	License Cost	Fee	\$0.01 - \$1.00	\$1.00	\$1.01 - \$2.99	\$1.25	\$3.00 - \$4.99	\$1.50	\$5.00 - \$6.99	\$1.75	\$7.00 - \$10.99	\$2.00	\$11.00 - \$14.99	\$2.15	\$15.00 - \$19.99	\$2.25	\$20.00 - \$24.99	\$2.50	\$25.00 - \$29.99	\$2.75	\$30.00 - \$34.99	\$3.00	\$35.00 - \$39.99	\$3.20	<table border="1"> <thead> <tr> <th>License Cost</th> <th>Fee</th> </tr> </thead> <tbody> <tr><td>\$40.00 - \$49.99</td><td>\$3.40</td></tr> <tr><td>\$50.00 - \$59.99</td><td>\$3.50</td></tr> <tr><td>\$60.00 - \$69.99</td><td>\$3.60</td></tr> <tr><td>\$70.00 - \$79.99</td><td>\$3.70</td></tr> <tr><td>\$80.00 - \$89.99</td><td>\$3.80</td></tr> <tr><td>\$90.00 - \$99.99</td><td>\$3.90</td></tr> <tr><td>\$100.00 - \$109.99</td><td>\$4.00</td></tr> <tr><td>\$110.00 - \$119.99</td><td>\$4.40</td></tr> <tr><td>\$120.00 - \$129.99</td><td>\$4.80</td></tr> <tr><td>\$130.00 - \$139.99</td><td>\$5.20</td></tr> <tr><td>\$140.00 - \$149.99</td><td>\$5.60</td></tr> </tbody> </table>	License Cost	Fee	\$40.00 - \$49.99	\$3.40	\$50.00 - \$59.99	\$3.50	\$60.00 - \$69.99	\$3.60	\$70.00 - \$79.99	\$3.70	\$80.00 - \$89.99	\$3.80	\$90.00 - \$99.99	\$3.90	\$100.00 - \$109.99	\$4.00	\$110.00 - \$119.99	\$4.40	\$120.00 - \$129.99	\$4.80	\$130.00 - \$139.99	\$5.20	\$140.00 - \$149.99	\$5.60
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<p>Example. An owner buys two tags online, where the underlying price of a tag is \$14.00, pays $2 * (\\$14.00 + \\$2.15) = \\$32.30$, of which CUSTOMER receives \$28.00 and FCS keeps \$4.30.</p>																																																	

Resolution

Number 23-0152

Adopted Date February 07, 2023

ENTER INTO A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH THE KINGS LOCAL SCHOOL DISTRICT FOR AREA LOCATED ALONG A PORTION OF THE KINGS HIGH SCHOOL COLUMBIA ROAD AND KING AVENUE ROAD FRONTAGE IN DEERFIELD TOWNSHIP

WHEREAS, the temporary construction easement is situated along a portion of the Kings High School road frontage located at 5500 Columbia Road, PID 16-18-436-002 and is provided by the Kings School District for the planned Kings Mills Road and Columbia Road widening project; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a temporary construction easement from the property owner as deemed necessary by Grantee's Resolution No 22-0271, adopted February 22, 2022; and

WHEREAS, the land area for the temporary easement area is as follows:

- Temporary Construction Easement – Exhibits A & B – 0.1870 acres (Along King Ave and Columbia Rd., along PID #16-18-436-002)

NOW THEREFORE BE IT RESOLVED, to enter into a temporary construction easement agreement with Kings Local School District. A copy of the said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Kings Local School District
Engineer (file)
Easement file

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
IN THE NAME OF AND FOR THE USE AND BENEFIT OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. # 16-18-436-002 (Pt.)**

ARTICLES OF AGREEMENT

This Temporary Easement Agreement (the "Agreement") is entered into the date stated below by Kings Local School District, an Ohio local school district, whose tax mailing address is 5620 Columbia Road, Kings Mills, Ohio 45034 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Agreement is to obtain the necessary temporary access rights for the construction of the planned future widening of Columbia Road (Township Road #0015) and King Avenue (County Road #282), being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 22-0271 adopted February 22, 2022.

That the Grantor, for and in consideration of the sum of One Dollars (\$1.00) and other valuable consideration paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant to the Grantee, its successors and assigns, a temporary construction easement for constructing the necessary Columbia Road and King Avenue improvements, above, in, over and under the lands hereafter described, situated in Section 18, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

See Exhibit "A" for metes & bounds description.

See Exhibit "B" for Survey drawing.

The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors, and assigns, and shall terminate upon the earlier of the completion of the Columbia Road and King Avenue Improvements or December 31, 2024.

GRANTOR:

IN EXECUTION WHEREOF, said Kings Local School District has hereunto set their hands the 10th day of January, 202~~2~~³.

[Signature]
Greg Sears – Superintendent
Kings Local Schools

[Signature]
Witness

[Signature]
Witness

[Signature]
Stacie Belfrom – President
Kings Local School Board

[Signature]
Witness

[Signature]
Witness

[Signature]
Mike Morrow – Treasurer
Kings Local School Board

[Signature]
Witness

[Signature]
Witness

STATE OR COMMONWEALTH OF Ohio,
COUNTY OF Warren, ss.

On this 10th day of January, 202~~2~~³, before me, the undersigned Notary Public, personally appeared Greg Sears, Superintendent, Stacie Belfrom, President, and Mike Morrow, Treasurer, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

WITNESS my hand and official seal

[Signature]
Notary Public
Print Name: Jane Boehm
My commission expires: 3/27/27



JANE BOEHM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
03-27-2027

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution No. 23-0152, dated 2-7-23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: *Shannon Jones*
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 2-7-23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 7 day of February, 2023 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannon Jones, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing instrument, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorizing him to act. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Notary Public: *Kristal Lynn Powell*



**KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834388
My Commission Expires July 15, 2028**

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: *Bruce A. McGary*

Bruce McGary, Assistant Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com

92157-97
16-18H
1-25-2023

Page 1 of 3

EXHIBIT A

Parcel 12-T

Temporary Construction Easement

Situate in Section 18, Town 4, Range 2, in Deerfield Township, Warren County, State of Ohio, and being part of a 19.7243 acre tract of land as conveyed to KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, by instrument as recorded in OR 326, Page 800 of the Official Records of said county, and shown on Survey Record 108 Page 80, and being more particularly bounded and described, with Stations and offsets referenced to the centerline of Columbia Road as shown on the "Kings Mills Road (CR31)/Kings Island Drive (CR110) Centerline Plat" as recorded in Plat Book 106 Pages 87 & 88 of the Warren County Plat Records, as follows:

Beginning for reference at MAG nail set at the northwest corner of said 19.7243 acre tract and at the intersection of the existing centerline of right of way for King Avenue and Kings Mills Road (85'), with the centerline of Columbia Road (to the south -60'), 0.22 feet left of Columbia Road centerline Station 29+94.43;

Thence along the north line of said 19.7243 acre tract and said centerline of right of way for King Avenue South $86^{\circ} 52' 16''$ East 136.90 feet to a MAG nail set 120.41 feet right of the extended centerline of Columbia Road Station 30+59.15;

Thence South $03^{\circ} 07' 44''$ West 38.09 feet to iron pin set in the existing south right of way line of King Avenue, being also in the new south right of way line of King Avenue, 138.42 feet right of extended centerline Station 30+25.58, said iron pin being the TRUE POINT OF BEGINNING;

PARCEL 12-T

Thence along new lines through said tract for the following six courses:

1. Thence South $62^{\circ} 36' 29''$ West 61.51 feet to a point 106.50 feet right of centerline Station 29+73.00;
2. Thence South $83^{\circ} 28' 05''$ West 57.01 feet to a point 61.50 feet right of centerline Station 29+38.00;
3. Thence South $31^{\circ} 20' 35''$ West 138.00 feet to a point 61.50 feet right of centerline Station 28+00.00;
4. Thence South $35^{\circ} 20' 50''$ West 200.49 feet to a point 47.50 feet right of centerline Station 26+00.00;

EXHIBIT A
Parcel 12-T
Temporary Construction Easement

5. Thence South $31^{\circ} 20' 35''$ West 125.00 feet to a point 47.50 feet right of centerline Station 24+75.00;
6. North $58^{\circ} 39' 25''$ West 18.22 feet to a point on the existing east right of way line of Columbia Road 29.28 feet right of Columbia Road centerline Station 24+75.00;

Thence along the said existing east right of way line North $31^{\circ} 21' 54''$ East 70.00 feet to a point on the new east right of way line of Columbia Road, 29.31 feet right of Columbia Road centerline Station 25+45.00;

Thence along the new east right of way line for the following five courses:

1. South $58^{\circ} 39' 25''$ East 13.19 feet to an iron pin set 42.50 feet right of Columbia Road centerline Station 25+45.00;
2. North $31^{\circ} 20' 35''$ East 398.00 feet to a point 42.50 feet right of centerline Station 29+43.00;
3. South $75^{\circ} 30' 55''$ East 17.24 feet to a point 59.00 feet right of centerline Station 29+48.00;
4. North $31^{\circ} 20' 35''$ East 8.00 feet to a point 59.00 feet right of centerline Station 29+56.00;
5. North $80^{\circ} 07' 25''$ East 105.59 feet to the TRUE POINT OF BEGINNING, containing 0.1870 acres, (8143.821 sq. ft.), more or less, and subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by McGill Smith Punshon, Inc., under the direction of Richard D. Nichols, Registered Surveyor Number 7929, in March and April, 2022, with bearings based upon the Ohio State Plane Coordinates, South Zone, NAD83 (2011), by GPS utilizing ODOT VRS, and conventional surveying.

This description was prepared by LJB Inc. under the direction of Harry G. Herbst III, Registered Surveyor Number 6596.

EXHIBIT A
Parcel 12-T
Temporary Construction Easement

Monument Boxes referred as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor. Iron pins referred to as "set" shall be 5/8" by 30" reinforcing rod set by LJB Inc. with Plastic cap stamped "PS 6596 - LJB INC.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

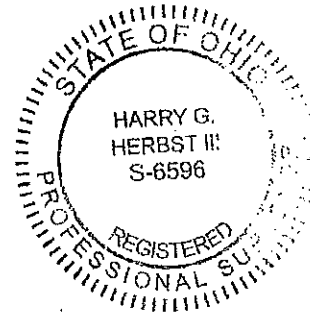
Grantor claims title through instrument of record in OR 326 Page 800, Warren County Recorder's Office.

0.1870 acres of the above described area is contained within Warren County Auditor's Parcel Number (SIDWELL) 1618436002, of which the present road right of way occupies 0.000 acres, more or less.

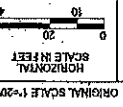
The survey of which is filed in Vol. Plat in the Warren County Engineer's record of land surveys.

Prepared by
LJB Inc.

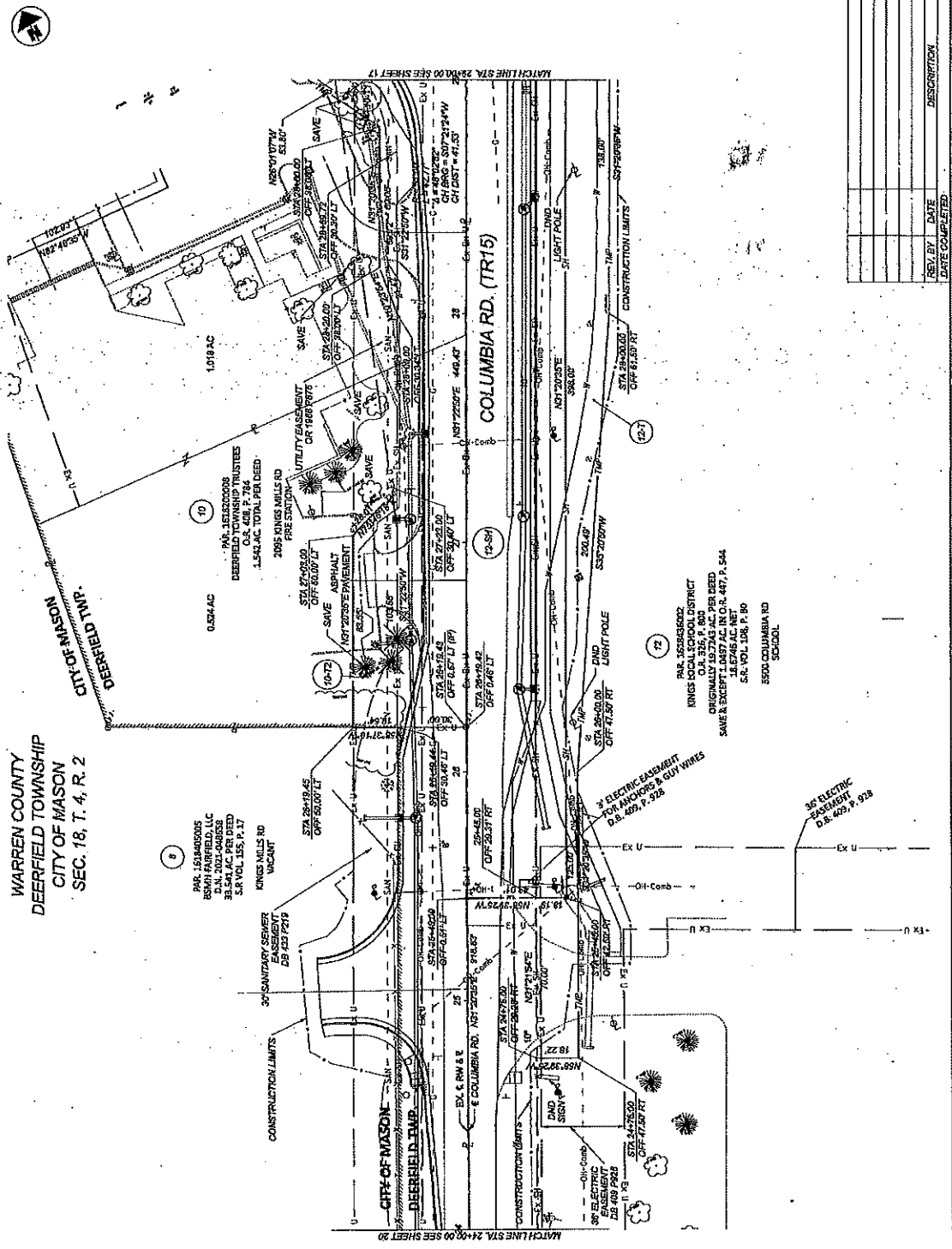
By: Harry G. Herbst III 1/10/2023
Harry G. Herbst III, Ohio PS No. 6596 Date



WARREN COUNTY
DEERFIELD TOWNSHIP
CITY OF MASON
SEC. 18, T. 4, R. 2



ORIGINAL SCALE 1"=20'



COLUMBIA RD. (TR15)
STA. 24+00 TO STA. 29+00



REV.	BY	DATE	DESCRIPTION
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KINGS MILLS ROAD (CR31)/KINGS ISLAND DRIVE (CR110) IMPROVEMENTS 2023

PROJECT: Kings Mills Road Improvements (CR31) and Kings Island Drive (CR110) Improvements
DATE: 10/20/23
SCALE: 1"=20'

Resolution

Number 23-0153

Adopted Date February 07, 2023

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT AGREEMENT WITH THE KINGS LOCAL SCHOOL DISTRICT FOR AREA LOCATED ALONG A PORTION OF THE KINGS HIGH SCHOOL COLUMBIA ROAD AND KING AVENUE ROAD FRONTAGE IN DEERFIELD TOWNSHIP

WHEREAS, the exclusive and permanent highway easement is situated along a portion of the Kings High School road frontage located at 5500 Columbia Road, PID 16-18-436-002 and is provided by the Kings School District for the planned Kings Mills Road and Columbia Road widening project; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent highway easement from the property owner as deemed necessary by Grantee's Resolution No 22-0271, adopted February 22, 2022.

WHEREAS, the land area for the exclusive and permanent highway easement area is as follows:

- Exclusive and Permanent Highway Easement – Exhibits A & B – 0.5768 acres, 0.4345 acres more or less of which is Present Road Occupied (Along King Ave and Columbia Rd., along PID #16-18-436-002)

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent highway easement agreement with Kings Local School District. A copy of the said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Kings Local School District
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #16-18-436-002 (Pt.)**

ARTICLES OF AGREEMENT

This Agreement is entered into the date stated below by Kings Local School District (aka Kings Local School District Board of Education), an Ohio local school district, whose mailing address is 5620 Columbia Road, Kings Mills, Ohio 45034 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent standard highway easement for Columbia Road (Township Road #0015) and King Avenue (County Road #282), being a part of a public roadway and a planned future roadway improvement/widening project open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 22-0271, adopted February 22, 2022.

That the Grantor, for and in consideration of the sum of one-dollar (\$1.00), the receipt and sufficiency of which is hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and permanent standard highway easement, for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road, a perpetual and exclusive easement and right-of-way for roadway, drainage, water and sanitary sewer utility purposes, together with the right to construct, reconstruct, operate, maintain, repair, replace, and/or remove said roadway and any facilities that may be necessary or convenient for the providing of such drainage and/or utility and/or utility services, in, upon, across, over, under, and through the property as shown and described together with ingress and egress thereto, which property includes lands situated in Section 18, Town 4, Range 2, Deerfield Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

**EXCLUSIVE & PERMANENT STANDARD HIGHWAY EASEMENT LEGAL
DESCRIPTION**

See Exhibit "A" for details.

See Exhibit "B" for drawing.

The exclusive and permanent standard highway easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantor shall have the right to repurchase this property interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days

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

The GRANTORS covenant and agree that no additional structures of a temporary or permanent type shall be placed on, above, or under the property subject to the Easement, nor shall any dirt, stone, fill, or other materials be added or removed.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

{The remainder of this page is intentionally left blank}

GRANTOR:

IN EXECUTION WHEREOF, said Kings Local School District has hereunto set their hands the 10th day of January, 2023.

[Signature]
Greg Sears – Superintendent
Kings Local Schools

[Signature]
Witness

[Signature]
Witness

[Signature]
Stacie Belfrom – President
Kings Local School Board

[Signature]
Witness

[Signature]
Witness

[Signature]
Mike Morrow – Treasurer
Kings Local School Board

[Signature]
Witness

[Signature]
Witness

STATE OR COMMONWEALTH OF Ohio,
COUNTY OF Warren, ss.

On this 10th day of January, 202³, before me, the undersigned Notary Public, personally appeared Greg Sears, Superintendent, Stacie Belfrom, President, and Mike Morrow, Treasurer, who proved to me on the basis of satisfactory evidence, to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on this instrument, the person(s) or the entity upon which the person(s) acted, executed this instrument. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

WITNESS my hand and official seal

[Signature]
Notary Public
Print Name: Jane Boehm
My commission expires: 3/27/27



JANE BOEHM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
03-27-2027

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution No. 23-0153, dated 2-7-23

WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 2-7-23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 7 day of February, 2023 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannon Jones, whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Notary Public: Krystal Lynn Powell



Approved by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

Bruce A. McGary, Assistant Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1384; Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com

SR157-97
16-18H
1-25-2023

Page 1 of 3

EXHIBIT A
Parcel 12-SH
Highway Easement

Situate in Section 18, Town 4, Range 2, in Deerfield Township, Warren County, State of Ohio, and being part of a 19.7243 acre tract of land as conveyed to KINGS LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, by instrument as recorded in OR 326, Page 800 of the Official Records of said county, and shown on Survey Record 108 Page 80, and being more particularly bounded and described, with Stations and offsets referenced to the centerline of Columbia Road as shown on the "Kings Mills Road (CR31)/Kings Island Drive (CR110) Centerline Plat" as recorded in Plat Book 106 Pages 87 & 88 of the Warren County Plat Records, as follows:

Beginning for reference at mag nail set at the northwest corner of said 19.7243 acre tract, the northeast corner of a 1.542 acre (total) tract of land as conveyed to DEERFIELD TOWNSHIP TRUSTEES by instrument as recorded in OR 408 Page 784 of the Official Records of said county, and at the intersection of the existing centerline of right of way of King Avenue and Kings Mills Road (85°), with the centerline of Columbia Road (to the south - 60°), 0.22 feet left of Columbia Road centerline Station 29+94.43, said mag nail being the TRUE POINT OF BEGINNING;

PARCEL 12-SH

Thence along the north line of said 19.7243 acre tract and said centerline of right of way for King Avenue South 86° 52' 16" East 136.90 feet to a mag nail set 120.41 feet right of the extended centerline of Columbia Road Station 30+59.15;

Thence South 03° 07' 44" West 38.09 feet to iron pin set in the existing south right of way line of King Avenue, being also in the new south right of way line of King Avenue, 138.42 feet right of extended centerline Station 30+25.58;

Thence with said new south right of way line for the following three courses:

1. South 80° 07' 25" West 105.59 feet to an iron pin set 59.00 feet right of centerline Station 29+56.00;
2. South 31° 20' 35" West 8.00 feet to an iron pin set 59.00 feet right of centerline Station 29+48.00;
3. North 75° 30' 55" West 17.24 feet to an iron pin set in the new east right of way line of Columbia Road, 42.50 feet right of centerline Station 29+43.00;

EXHIBIT A
Parcel 12-SH
Highway Easement

Thence with said new east right of way line South $31^{\circ} 20' 35''$ West 398.00 feet to an iron pin set 42.50 feet right of Columbia Road centerline Station 25+45.00;

Thence along the south terminus of said line North $58^{\circ} 39' 25''$ West, passing the existing east right of way line at 13.19 feet, for a total distance of 43.01 feet, to a mag nail set on the west line of said 19.7243 acre tract, 0.51 feet left of Columbia Road centerline Station 25+45.00;

Thence along the west line of said 19.7243 acre tract North $31^{\circ} 22' 50''$ East 449.43 feet to the TRUE POINT OF BEGINNING, containing 0.5768 acres, (25,128 SF), more or less, and subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by McGill Smith Punshon, Inc., under the direction of Richard D. Nichols, Registered Surveyor Number 7929, in March and April, 2022, with bearings based upon the Ohio State Plane Coordinates, South Zone, NAD83 (2011), by GPS utilizing ODOT VRS, and conventional surveying.

This description was prepared by LJB Inc. under the direction of Harry G. Herbst III, Registered Surveyor Number 6596.

Monument Boxes referred as "set" are Centerline Monument Box assemblies to be set during construction, containing a 1" Iron pin to be set by the contractor's registered surveyor. Iron pins referred to as "set" shall be 5/8" by 30" reinforcing rod set by LJB Inc. with Plastic cap stamped "PS 6596 - LJB INC.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record in OR 326 Page 800, Warren County Recorder's Office.

EXHIBIT A
Parcel 12-SH
Highway Easement

0.5768 acres of the above described area is contained within Warren County Auditor's Parcel Number (SIDWELL) 1618436002, of which the present road right of way occupies 0.4345 acres, more or less.

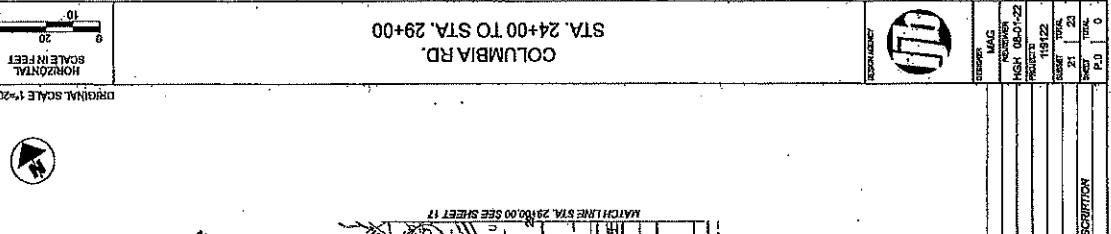
The survey of which is filed in Vol. Plat in the Warren County Engineer's record of land surveys.

Prepared by
LJB Inc.

By: Harry G. Herbst III 4/10/2023
Harry G. Herbst III, Ohio PS No. 6596 Date



WARREN COUNTY
DEERFIELD TOWNSHIP
CITY OF MASON
SEC. 18, T. 4, R. 2



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REVISIONS
NO. DATE DESCRIPTION

REV. BY DATE DESCRIPTION

DATE COMPLETED

SCALE: HORIZONTAL SCALE IN FEET 1"=20'

ORIGINAL SCALE 1"=20'

COLUMBIA RD. (TR15)

STA. 24+00 TO STA. 29+00

MATCHLINE STA. 29+00 SEE SHEET 17

MATCHLINE STA. 24+00 SEE SHEET 20

WARREN COUNTY DEERFIELD TOWNSHIP CITY OF MASON SEC. 18, T. 4, R. 2

KINGS MILLS ROAD (CR31) KINGS ISLAND DRIVE (CR110) IMPROVEMENTS 2023

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Resolution

Number 23-0154

Adopted Date February 07, 2023

ADVERTISE FOR BIDS FOR THE CORWIN BOOSTER PUMP STATION IMPROVEMENTS PROJECT

BE IT RESOLVED, to advertise for bids for the Corwin Booster Pump Station Improvements Project for the Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for four (4) consecutive weeks on the Warren County website, beginning the week of February 12, 2023; bid opening to be March 16, 2023 @ 11:00 a.m.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 23-0155

Adopted Date February 07, 2023

AUTHORIZE THE PARTIAL RELEASE OF RETAINAGE IN THE BUILDING CRAFTS, INC. ESCROW ACCOUNT FOR THE RICHARD A. RENNEKER WATER SOFTENING PROJECT

WHEREAS, pursuant to Resolution 22-0251, this Board of County Commissioners authorized the President of the Board to sign corporate resolutions with 1st National Bank in Lebanon, Ohio to open and make withdrawals on accounts for retainage held on Water and Sewer Contracts; and

WHEREAS, Building Crafts, Inc. opened an escrow account with 1st National Bank of Lebanon, Ohio for the deposition of retainage amounts held on the construction contract of the Richard A. Renneker Water Softening Project; and

WHEREAS, the County has deposited the requisite funds into said escrow account, the sum total of which amounts to the maximum allowable 4% (8% of the first 50% of completed Labor and Materials costs) and a maximum allowable 8% of stored materials cost; and

WHEREAS, the Project Engineer is requesting a partial release of retainage in the amount of \$671,527.05 of said escrow account to pay Building Crafts, Inc. for work performed to date that is deemed substantial; and

NOW THEREFORE, BE IT RESOLVED to direct the President of the Board to authorize a withdrawal from the said escrow account for Building Crafts, Inc. in the amount of \$671,527.05.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz
cc: Auditor ✓
c/a—Building Crafts, Inc
Water/Sewer (file)

Resolution

Number 23-0156

Adopted Date February 07, 2023

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

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

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

Parcel #	Owner
16 17 100 002	Kings Island Park LLC
16 17 200 014	Kings Island Park LLC

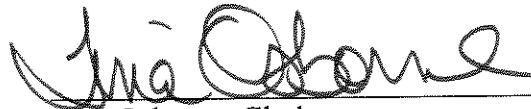
NOW THEREFORE BE IT RESOLVED, to enter into easement agreement with Kings Island Park LLC for permanent easement on the parcel located along the water main line alignment. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Grantor: Kings Island Park LLC
Property Address: Kings Island Dr Kings Mills OH 45034
Parcel Number: 16-17-100-002 (Pt.)
Auditor's Account Number: 9400044

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

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

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

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

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

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

The permanent easement being granted herein is part of a parcel located in the City of Mason, Warren County, Ohio consisting of 3.0419 acres, and being the same premises described in a deed recorded in 2014-032291 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTOR:

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

GRANTOR:

SIGNATURE: _____

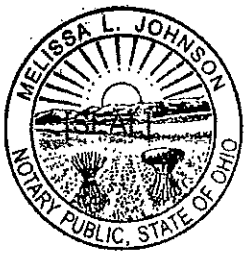
PRINTED NAME: Brian Witherow

TITLE: EVP, Chief Financial Officer

DATE: 01/09/23

STATE OF Ohio, COUNTY OF Erie, ss:

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



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

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

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Shannon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0156, dated 2.7.23.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

Signature: Shannon Jones
Printed Name: Shannon Jones
Title: President
Date: 2.7.23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 7 day of February, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Shannon Jones, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. This notarial act is in compliance with R.C. 147.542 (D)(1).

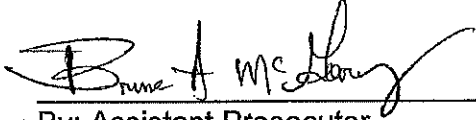


KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-884386
My Commission Expires July 15, 2026

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

Approved as to form by:

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



By: Assistant Prosecutor

Date: 1/26/23

**THE WARREN COUNTY WATER AND SEWER DEPARTMENT
LEGAL DESCRIPTION FOR A
PERMANENT WATER MAIN EASEMENT
LOCATED ON
KINGS ISLAND PARK LLC
PARCEL ID# 1617100002**

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

Situated in Section 17, Town 4E, Range 2N, B.T.M., Deerfield Township, Warren County, Ohio, being part of Lot 2 of the Great Wolf Subdivision PB 70 pg 74 & 75, conveyed to Kings Island Park LLC in Deed 2014-032291 of the Warren County Ohio Recorders Office, and being more particularly described as follows:

Commencing in the westerly corner of Lot 2, also being on the easterly line of the remainder of 631.6926 Acres Conveyed to Kings Island Park LLC by deed 2014-032291;

Thence with the common line of Lot 2 and the remainder of 631.6926 Acres, North 39°08'51" East, 17.52' to the **Point of Beginning**;

Thence with the easterly line of the remainder of 631.6926 Acres, North 39°08'51" East, 20.00';

Thence leaving the remainder of 631.6926 Acres with a new permanent sewer easement line through Lot 2 for the following two (2) courses:

1. South 50°57'02" East, 314.57';
2. South 60°42'02" East, 225.40' to the easterly line of the westerly line of Lot 1;

Thence with the westerly line of Lot 1 of the Great Wolf Subdivision, South 13°03'32" East, 27.07';

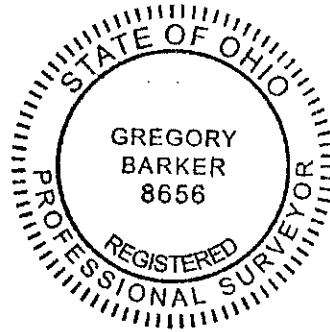
Thence leaving Lot 1 with a new permanent sewer easement line through Lot 2 for the following two (2) courses:

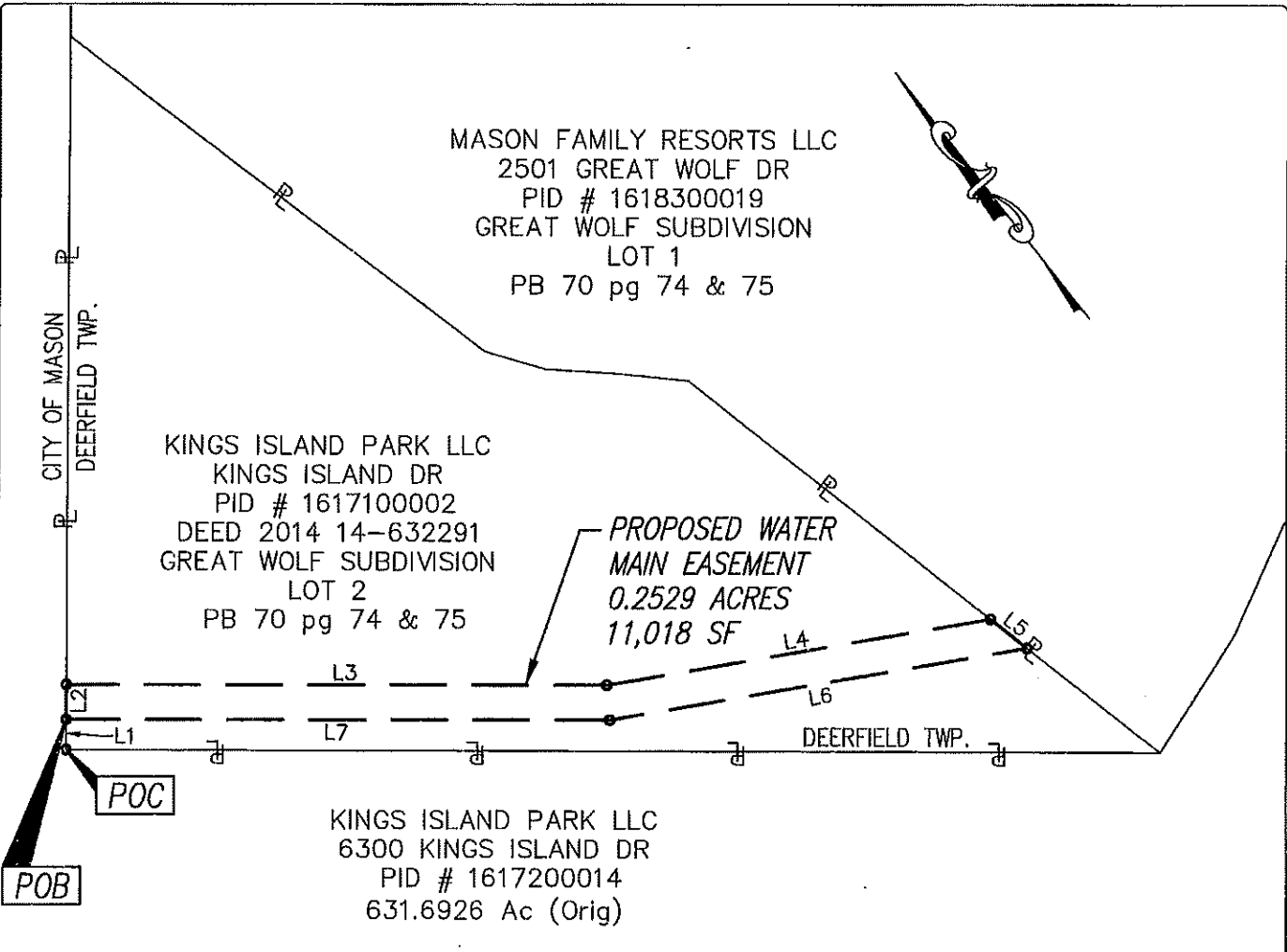
1. North 60°42'02" West, 245.34';
2. North 50°57'02" West, 316.31' to the **Point of Beginning**.

This easement area contains 11,018 square feet, more or less, and being subject to all legal highways, and any and all easement of record.

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

Gregory A. Barker 5/19/2022
Gregory Barker
Ohio Registered Surveyor No. 8656
RA Consultants LLC





Line Table		
Line #	Length	Direction
L1	17.52'	N39° 08' 51"E
L2	20.00'	N39° 08' 51"E
L3	314.57'	S50° 57' 02"E
L4	225.40'	S60° 42' 02"E
L5	27.07'	S13° 03' 32"E
L6	245.34'	N60° 42' 02"W
L7	316.31'	N50° 57' 02"W

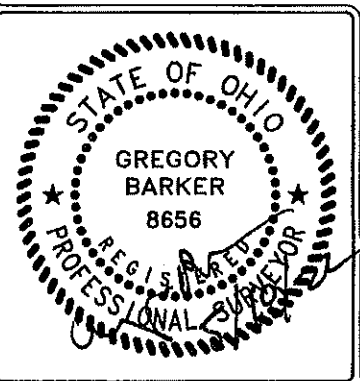


EXHIBIT B

SKETCH OF WATER MAIN EASEMENT
KINGS ISLAND PARK LLC
 PID No. 1617100002
 Section 17, Town 4E, Range 2N B.T.M.
 Situated in Deerfield Township, Warren County, Ohio

SCALE: 1" = 100'
 DRAWN: ELH
 CHECKED:
 DATE:
 Sep 13, 2021

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

WAIVER [OF APPRAISAL]

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

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

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

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

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

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

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

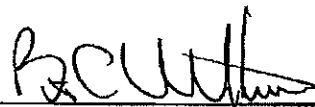
WHEREAS, the Project necessitates Warren County to acquire an easement across the property identified above.

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

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

OWNER:

SIGNATURE:



PRINTED NAME: BRIAN C. WITHROW

TITLE: Exp & CFO

DATE: 01.27.23

Grantor: Kings Island Park LLC,
Property Address: 6300 Kings Island Dr Mason OH 45040
Parcel Number: 16-17-200-014 (Pt.)
Auditor's Account Number: 1202233

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

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

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

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

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

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

The permanent easement being granted herein is part of a parcel located in the city of Mason, Warren County, Ohio consisting of 617.5625 acres, and being the same premises described in a deed recorded in 2014-032291 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTOR:

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

GRANTOR:

SIGNATURE: _____

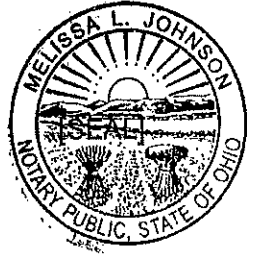
PRINTED NAME: Brian Witherow

TITLE: EVP, Chief Financial Officer

DATE: 01/09/23

STATE OF Ohio, COUNTY OF Erie, ss:

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



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

Notary Public: Melissa L. Johnson
My Commission Expires: 1-21-2023

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Shannon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0156, dated 2-7-23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: Shannon Jones
Printed Name: Shannon Jones
Title: President
Date: 2-7-23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 7 day of February, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Shannon Jones, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. This notarial act is in compliance with R.C. 147.542 (D)(1).

[SEAL]

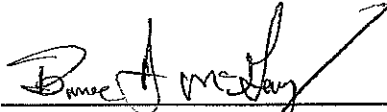


KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834388
My Commission Expires July 15, 2026

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

Approved as to form by:

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

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

By: Assistant Prosecutor

Date: 1/24/23

**THE WARREN COUNTY WATER AND SEWER DEPARTMENT
LEGAL DESCRIPTION FOR A
PERMANENT WATER MAIN EASEMENT
LOCATED ON
KINGS ISLAND PARK LLC
PARCEL ID# 1617200014**

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

Situated in Section 17 & 23, Town 4E, Range 2N, B.T.M., Deerfield Township, City of Mason, Warren County, Ohio, being part of the remainder of 620.2015 acres of land conveyed to Kings Island Park LLC by Deed 2014-032291 (O.R. 197 pg 448) of the Warren County Ohio Recorders Office, and being more particularly described as follows:

Commencing at a point in the southeasterly right of way line of Kings Island Drive also being a southwesterly corner of Kings Island Park LLC;

Thence leaving Kings Island Drive with a southwesterly line of Kings Island Park LLC, South 65°59'22" East, 10.84 feet to the **Point of Beginning**;

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

1. North 10°26'57" East, 132.40 feet;
2. North 21°41'57" East, 284.22 feet;
3. With a curve turning to the right with an arc length of 64.51 feet, with a radius of 810.00 feet, and being subtended by a chord bearing of N23°58'51"E, for a distance of 64.49 feet;
4. North 26°15'44" East, 246.94 feet;
5. North 27°11'29" East, 794.15 feet;
6. With a curve turning to the right with an arc length of 44.16 feet, with a radius of 810.00 feet, and being subtended by a chord bearing of N28°40'12"E, for a distance of 44.16 feet;
7. North 30°13'55" East, 482.12 feet;
8. North 39°58'55" East, 229.78 feet;

9. North 18°06'04" East, 114.91 feet;

10. North 40°36'04" East, 77.33 feet;

11. North 5°43'08" West, 9.27 feet to the easterly right-of-way line of Kings Island Drive;

Thence with the easterly right-of-way line of Kings Island Drive North 39°11'38" East, 432.08 feet;

Thence leaving Kings Island Drive with a new permanent sewer easement line through the lands of Kings Island Park LLC for the following sixteen (16) courses:

1. North 45°41'08" East, 66.80 feet;

2. With a curve turning to the left with an arc length of 96.84 feet, with a radius of 790.00 feet, and being subtended by a chord bearing of North 42°10'25" East, for a distance of 96.78 feet;

3. North 38°39'43" East, 256.68 feet;

4. North 38°39'43" East, 521.14 feet;

5. North 34°17'52" East, 25.35 feet;

6. North 37°34'26" East, 35.34 feet;

7. North 36°57'30" East, 37.81 feet;

8. North 80°27'30" East, 28.77 feet;

9. North 33°57'30" East, 65.74 feet;

10. North 80°27'30" East, 78.73 feet;

11. North 36°57'30" East, 303.25 feet;

12. North 49°42'30" East, 55.22 feet;

13. North 39°57'30" East, 96.09 feet;

14. North 49°42'30" East, 129.90 feet;

15. South 87°32'24" East, 398.48 feet;

16. South 50°57'02" East, 233.56 feet to the northwesterly line of Lot 2 of the Great Wolf Subdivision recorded in Plat Book 70 pages 74 & 75;

Thence with the northwesterly line of Lot 2 South 39°08'51" West, 20.00 feet;

Thence leaving Lot 2 with a new permanent sewer easement line through the lands of Kings Island Park LLC for the following forty (40) courses:

1. North 50°57'02" West, 226.91 feet;
2. North 87°32'24" West, 350.96 feet;
3. South 73°42'28" West, 55.20 feet;
4. South 49°42'30" West, 94.22 feet;
5. South 39°57'30" West, 96.09 feet;
6. South 49°42'30" West, 54.69 feet;
7. South 36°57'30" West, 308.99 feet;
8. South 80°27'30" West, 78.12 feet;
9. South 33°57'30" West, 65.74 feet;
10. South 80°27'30" West, 29.38 feet;
11. South 36°57'30" West, 29.94 feet;
12. South 37°34'26" West, 34.88'
13. South 34°17'52" West, 25.54'
14. South 38°39'43" West, 521.90 feet;
15. South 38°39'43" West, 256.68 feet;
16. With a curve turning to the right with an arc length of 99.29 feet, with a radius of 810.00 feet, and being subtended by a chord bearing of South 42°10'25" West, for a distance of 99.23 feet;
17. South 45°41'08" West, 67.91 feet;


18. With a curve turning to the right with an arc length of 88.31 feet, with a radius of 790.00 feet, and being subtended by a chord bearing of South 42°29'00" West, for a distance of 88.26 feet;
19. South 39°16'52" West, 106.96 feet;
20. South 50°43'08" East, 42.75 feet;
21. South 73°13'08" East, 79.04 feet;
22. South 50°48'47" East, 839.89 feet;
23. North 84°11'13" East, 25.94 feet;
24. South 50°48'47" East, 43.03 feet;
25. South 39°11'13" West, 20.00 feet;
26. North 50°48'47" West, 34.74 feet;
27. South 84°11'13" West, 25.94 feet;
28. North 50°48'47" West, 844.21 feet;
29. North 73°13'08" West, 79.06 feet;
30. North 50°43'08" West, 46.73 feet;
31. South 39°16'52" West, 199.55 feet;
32. South 05°43'08" East, 17.79 feet;
33. South 40°36'04" West, 81.91 feet;
34. South 18°06'04" West, 114.80 feet;
35. South 39°58'55" West, 231.94 feet;
36. South 30°13'55" West, 480.41 feet;
37. With a curve turning to the left with an arc length of 43.09 feet, with a radius of 790.00 feet, and being subtended by a chord bearing of South 28°40'10" West, for a distance of 43.08 feet;

- 38. South 27°11'29" West, 794.00 feet;
- 39. South 26°15'44" West, 246.78 feet;
- 40. With a curve turning to the left with an arc length of 62.92 feet, with a radius of 790.00 feet, and being subtended by a chord bearing of South 23°58'51" West, for a distance of 62.90 feet;
- 41. South 21°41'57" West, 282.25 feet;
- 42. South 10°26'57" West, 135.26 feet to the southwesterly line of Kings Island Park LLC;

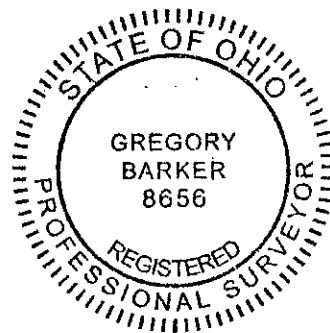
Thence with the common line of Kings Island Park LLC North 65°59'22" West, 20.57 feet to the **Point of Beginning**.

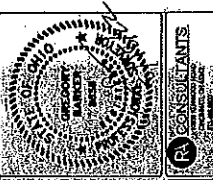
This easement area contains 125,254 square feet, more or less, and being subject to all legal highways, and any and all easement of record.

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

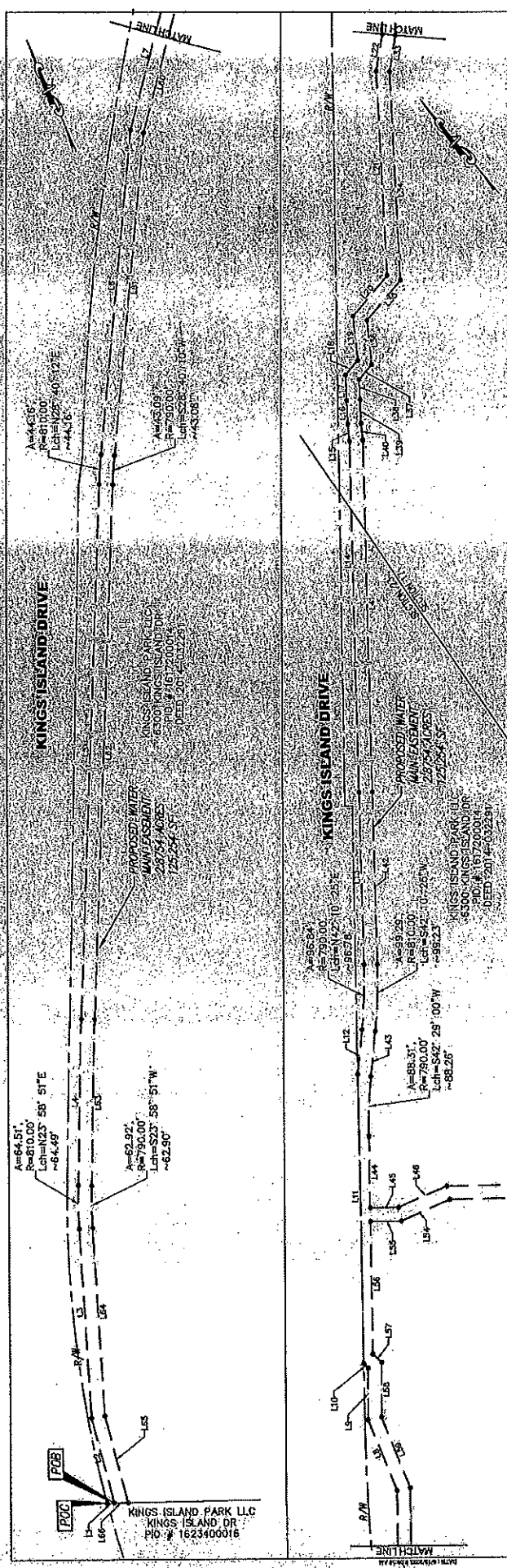
 5/18/2022

Gregory Barker
Ohio Registered Surveyor No. 8656
RA Consultants LLC



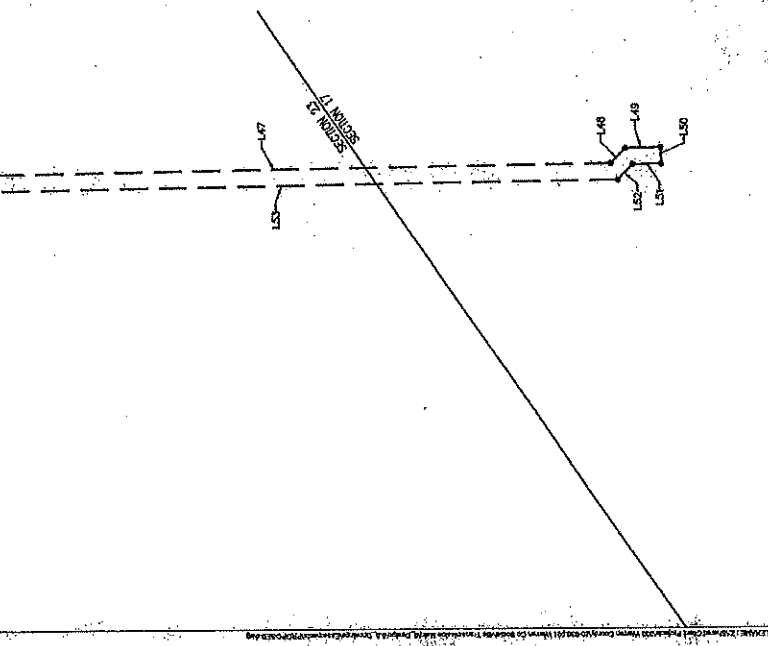
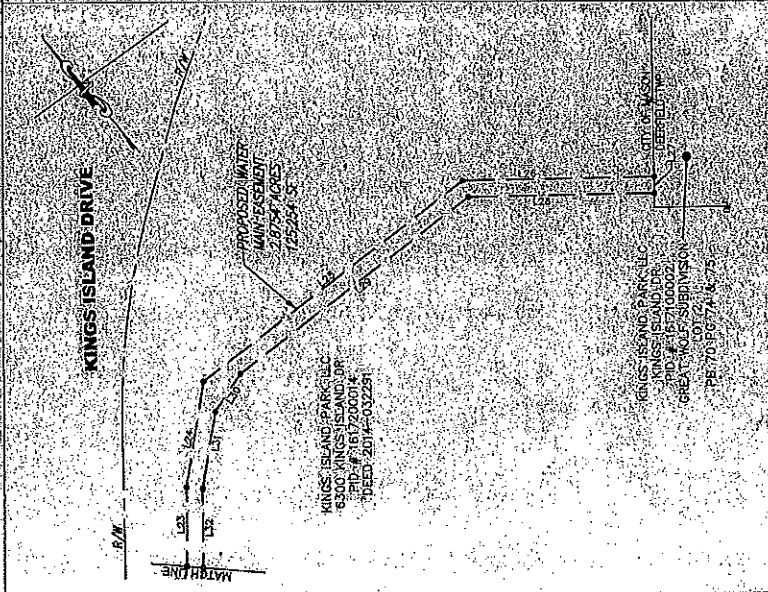


CONSULTANTS
 10582
 STATE OF OHIO
 PROFESSIONAL ENGINEER
 License No. 10582
 Date 10/1/2019



Line table		Line table		Line table	
Line #	Length	Curve	Direction	Line #	Length
L1	10.84	S88°58'22"E		L27	17.76
L2	132.40	N10°25'57"E		L28	228.78
L3	20.00	S88°05'57"E		L29	114.81
L4	248.94	N28°15'41"E		L30	77.83
L5	784.19	N27°11'24"E		L31	482.12
L6	482.12	N80°43'55"E		L32	228.78
L7	228.78	N85°58'59"E		L33	914.81
L8	914.81	N48°08'04"E		L34	177.83
L9	177.83	N467°38'04"E		L35	27.83
L10	27.83	N88°42'08"W		L36	32.83
L11	32.83	N88°11'38"E		L37	32.83
L12	32.83	N45°41'04"E		L38	32.83
L13	32.83	N89°39'45"E		L39	32.83
L14	32.83	N88°39'45"E		L40	32.83
L15	32.83	N89°39'45"E		L41	32.83
L16	32.83	N87°39'45"E		L42	32.83
L17	32.83	N88°39'45"E		L43	32.83
L18	32.83	N87°39'45"E		L44	32.83
L19	32.83	N88°39'45"E		L45	32.83
L20	32.83	N87°39'45"E		L46	32.83
L21	32.83	N88°39'45"E		L47	32.83
L22	32.83	N87°39'45"E		L48	32.83
L23	32.83	N88°39'45"E		L49	32.83
L24	32.83	N87°39'45"E		L50	32.83

Line table		Line table		Line table	
Line #	Length	Curve	Direction	Line #	Length
L25	32.83	N88°39'45"E		L51	32.83
L26	32.83	N87°39'45"E		L52	32.83
L27	32.83	N88°39'45"E		L53	32.83
L28	32.83	N87°39'45"E		L54	32.83
L29	32.83	N88°39'45"E		L55	32.83
L30	32.83	N87°39'45"E		L56	32.83
L31	32.83	N88°39'45"E		L57	32.83
L32	32.83	N87°39'45"E		L58	32.83
L33	32.83	N88°39'45"E		L59	32.83
L34	32.83	N87°39'45"E		L60	32.83
L35	32.83	N88°39'45"E		L61	32.83
L36	32.83	N87°39'45"E		L62	32.83
L37	32.83	N88°39'45"E		L63	32.83
L38	32.83	N87°39'45"E		L64	32.83
L39	32.83	N88°39'45"E		L65	32.83
L40	32.83	N87°39'45"E		L66	32.83
L41	32.83	N88°39'45"E		L67	32.83
L42	32.83	N87°39'45"E		L68	32.83
L43	32.83	N88°39'45"E		L69	32.83
L44	32.83	N87°39'45"E		L70	32.83
L45	32.83	N88°39'45"E		L71	32.83
L46	32.83	N87°39'45"E		L72	32.83
L47	32.83	N88°39'45"E		L73	32.83
L48	32.83	N87°39'45"E		L74	32.83
L49	32.83	N88°39'45"E		L75	32.83
L50	32.83	N87°39'45"E		L76	32.83
L51	32.83	N88°39'45"E		L77	32.83
L52	32.83	N87°39'45"E		L78	32.83
L53	32.83	N88°39'45"E		L79	32.83
L54	32.83	N87°39'45"E		L80	32.83



KINGS ISLAND PARK LLC
 6300 KINGS ISLAND DR
 PID # 161720014
 DEED 2014-032291

KINGS ISLAND PARK LLC
 6300 KINGS ISLAND DR
 PID # 161720014
 DEED 2014-032291

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KINGS ISLAND PARK LLC
 6300 KINGS ISLAND DR
 PID # 161720014
 DEED 2014-032291

WAIVER [OF APPRAISAL]

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

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

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

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

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

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

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

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

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

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

OWNER:

SIGNATURE: 

PRINTED NAME: BRIAN C. WITHROW

TITLE: Exp & CFO

DATE: 01.27.23

Resolution

Number 23-0157

Adopted Date February 07, 2023

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, BOARD OF ELECTIONS, BUILDING & ZONING, DOG WARDEN, JUVENILE/MARY HAVEN, SHERIFF'S OFFICE, AND TELECOMMUNICATIONS AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Board of Elections, Building & Zoning, Dog Warden, Juvenile/Mary Haven, Sheriff's Office, and Telecommunications, in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

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

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6 iPad Airs with Cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	BDD230001

Lot includes 6 iPad Air 2. All come with hard shell cases with keyboards. WILL NOT PAY TO SHIP
 PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

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

Asset Location 107 Oregonia Rd
 Lebanon, Ohio 45036-3903
[Map to this location](#)

Q Inspection

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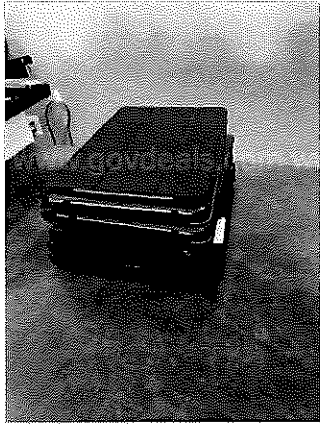
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6 iPad Airs with Cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	BDD23002

Lot includes 6 iPad Air 2. All with cases, one case does not have keyboard. WILL NOT PAY TO SHIP
 PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



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

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

Asset Location 107 Oregonia Rd
 Lebanon, Ohio 45036-3903
[Map to this location](#)

Q Inspection

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6 iPad Airs with Cases

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

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Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	BDD230003

Lot includes 6 iPad Air 2. 2 do not have cases, 4 have cases with keyboards. WILL NOT PAY TO SHIP
 PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



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

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

Asset Location 107 Oregonia Rd
 Lebanon, Ohio 45036-3903
[Map to this location](#)

Q Inspection

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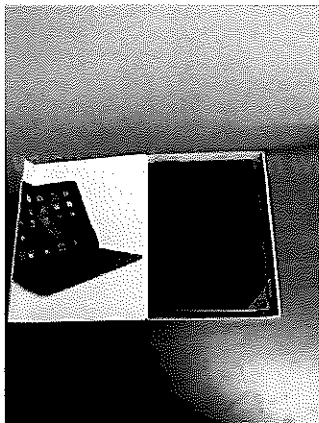
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iPad Air / Air 2 cases- new in box

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

iPad Air / Air 2 cases- new in box

Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	BDD230004

Lot includes iPad Air/ Air 2 cases. New in box. WILL NOT PAY TO SHIP
 PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



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

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

Asset Location 107 Oregonia Rd
 Lebanon, Ohio 45036-3903
[Map to this location](#)

Q Inspection

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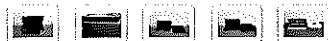
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iPad Air Cases

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	BDD230005

Lot includes various brands of iPad Air 2 cases. WILL NOT PAY TO SHIP

2- Bekln with keyboard 2- LogiTech with keyboard 2- Otterbox 4- Belkin soft shell cases 5- Arteck hard shell cases with keyboards

PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

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

Asset Location 107 Oregonia Rd
Lebanon, Ohio 45036-3903
[Map to this location](#)

Q Inspection

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iPhone Cases

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230006

Lot includes various Otterbox iPhone cases- 5, 6, 7. WILL NOT PAY TO SHIP
 PICK UP LOCATION 42 KINGS WAY LEBANON, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

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

Asset Location **107 Oregonia Rd**
Lebanon, Ohio 45036-3903
[Map to this location](#)

Q Inspection

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Epson Projector

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Audio/Visual Equipment	BDD230007

Epson Projector, with carrying cases and remote

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

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

Asset Location 107 Oregonia Rd
Lebanon, Ohio 45036-3903
[Map to this location](#)

Q Inspection

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

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White Folding Tables

Auction Ends **1/26/23 10:43 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE230001

19 White folding Tables with handle 8ft Long

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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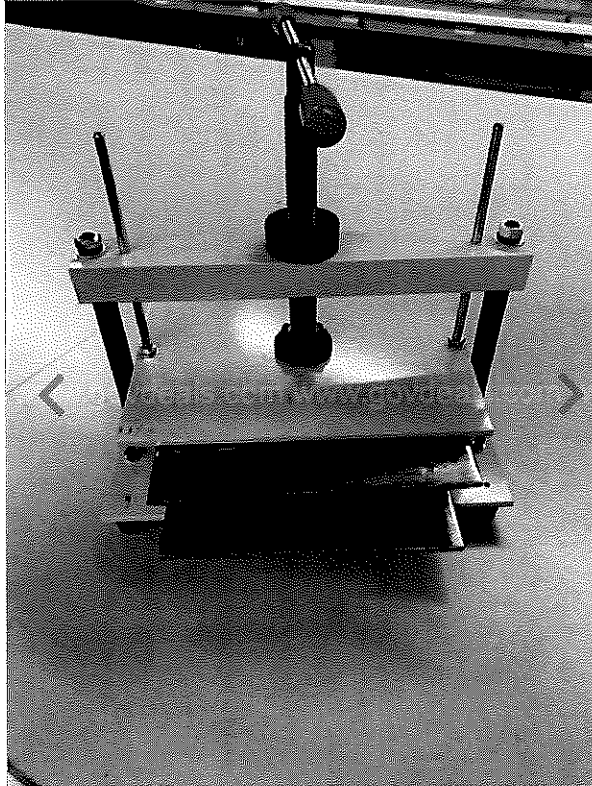
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Ballot Press

Auction Ends **1/24/23 10:46 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE230002

2 Hand powered Ballot Press. Used to flatten out ballots before going though scanners.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Filing Cabinet

Auction Ends **3/3/23 11:47 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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0 visitors

Condition

Used/See Description

Category

Election Equipment

Inventory ID

BOE230003

Four Drawer Filing Cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Filing Cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Used/See Description

Category

Election Equipment

Inventory ID

BOE230004

4 drawer filing cabinet

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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office supplies

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	B&Z230001

2 CLIP BOARDS, 2 GARMINS, 3 OFFICE CHAIRS, 5 FILE FOLDERS, 6 DESK ORGANIZERS, BINDING COVERS (BLACK & WHITE) BLACK BINDERS, BOOK ENDS, BUSINESS CARD HOLDER, CALCULATOR TAPE, CALCULATOR, CANNON SCANNER, BINDER CLIPS, DRY ERASER BOARD, 2 FLOOR MATS, KEYBOARD HOLDER, KEYBOARDS, HP COPY LASTER JETPRO, PEN HOLDER, TAPE, STAPLES

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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computer, monitor, keyboard & mouse

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	DOG23001

Dell Optiplex380, View Sonic(Monitor) with keyboard and mouse.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



Seller Name	Warren County, OH
Asset Contact	Nate Harper (Phone: 513-695-2122)
Asset Location	230 Cook Rd Lebanon, Ohio 45036-9600 Map to this location

Q Inspection

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

\$ Payment

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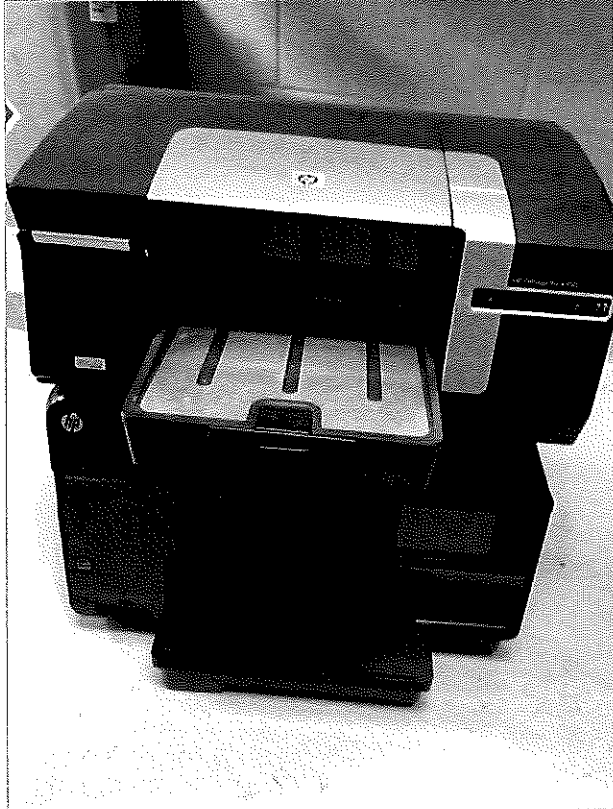
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2 HP printers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Make/Brand

HP

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Printers, Scanners, and Copiers	DOG230002

HP Office Jet Pro K550 and HP Pro 8620 Printers

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Canon Copier

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Computer Printers, Scanners, and Copiers	DOG230003
Canon PC940 Copier		

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Dell Optiplex 990

Auction Ends **2/6/23 10:45 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Computer Hardware	MRY23005

1 - Dell Optiplex 990

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

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UPS, PRINTERS, LAPTOP, CAMERAS,DVR,MONITORS, AND KEYBOARD

Auction Ends **4/26/23 2:15 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

0 visitors



Condition	Category	Inventory ID
Used/See Description	Computer accessories	SHF23502

Tripp-Lite UPS HP Laser Jet Pro color M251nw Lenovo think pad lap top 15" HP Color Laser Jet Pro M452dw 18 Panasonic Cameras 18 Panasonic DVR's 5 Monitors 1 Keyboard

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

Asset Contact [Craig Justice](#) (Phone: 513-695-1749 ext. 1749)

Asset Location 822 Memorial Dr
Lebanon, Ohio 45036-2355
[Map to this location](#)

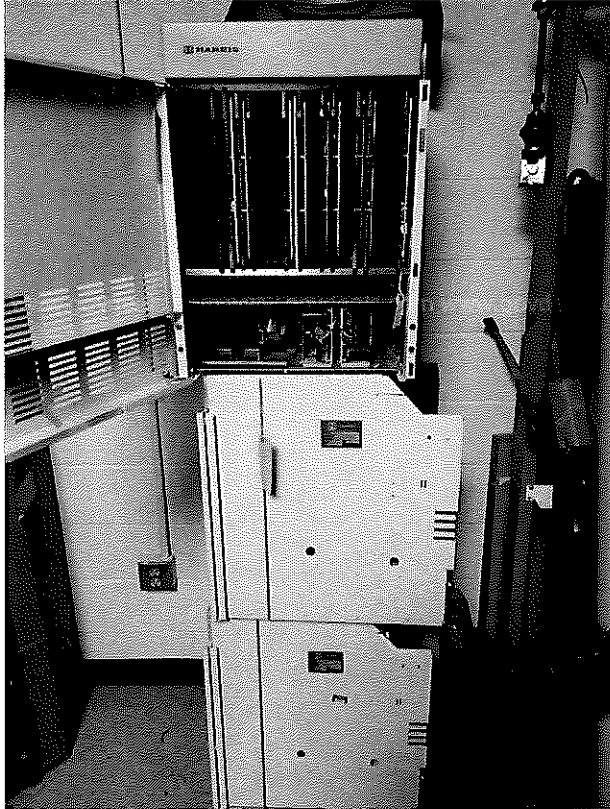
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3 Harris 512 Port RDT MAP AC, 1 Harris 128 Port NRDNT MAP AC

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial	
Harris	512 Port / 128 Port	6563-1 / 9192-1 C/C	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Public Utility Equipment	TEL23004

unknown working condition for this lot of items

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

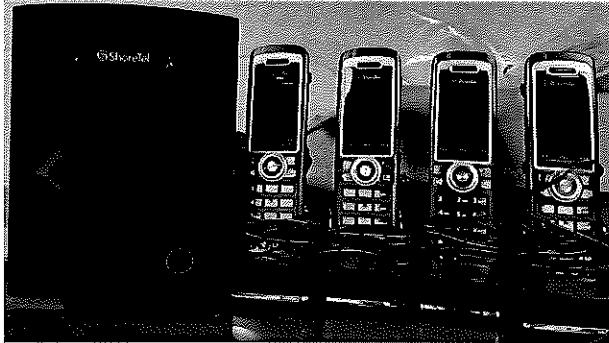
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4 Shoretel Cordless Handsets, 1 Shoretel Base Unit, 5 Shoretel IP 655

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Make/Brand	Model	VIN/Serial	
Shoretel	IP930D, IP 655	see below	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Audio/Visual Equipment	TEL23005

All items are in working condition

serial numbers: 1719002363 00104945F8AA 00104945F8A4 00104945F870 00104945F7E9 00104945F8A6

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

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

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

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

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9 Key Tronic Keyboards PS2 Connection

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial	
Key Tronic	KT800PS2	C121800338	
Quantity	Condition	Category	Inventory ID
Lot 1	New/Unused	Computers, Parts, and Supplies	TEL23006

Unknown working conditions for all 9 new un-opened keyboards

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

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

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

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

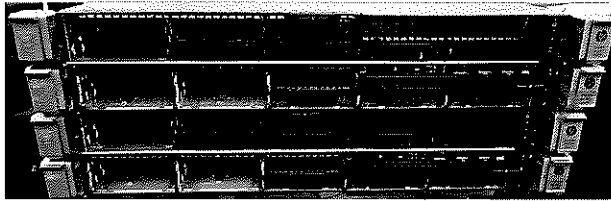
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2 HP Proliant DL360 Gen9,
2 HP Proliant DL360p Gen8,
1 Barracuda Web Security
Gateway 310

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Make/Brand	Model	VIN/Serial	
HP and Barracuda	Proliant DL and Gateway	see below	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	TEL23007

Items are in working order
MXQ53503NS MXQ53503P3 MXQ4420DVM MXQ443053P BAR-YF-1183003

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

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

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

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

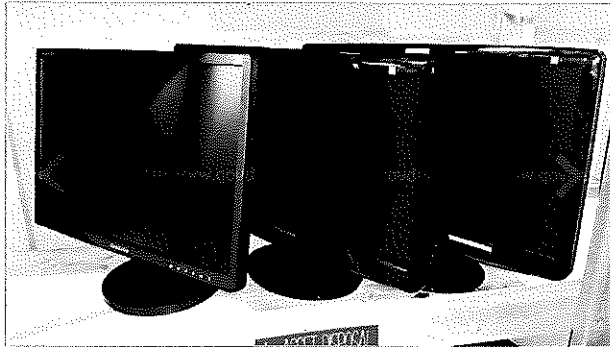
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[More Photos](#)

3 Samsung Monitors, 2 Compaq Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial	
Samsung and Compaq	B2330, 225BW, 7020	see below	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	TEL23008

Unknown working condition for this lot of monitors
 Model B2330 S/N PU23HVN900663 Model 225BW S/N DP22HVFLA05515N Model 7020 S/N 209CK64GA436

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information



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

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

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

Q Inspection

Resolution

Number 23-0158

Adopted Date February 07, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/31/23 and 2/2/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 23-0159

Adopted Date February 07, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR TURNING LEAF, LLC, FOR COMPLETION OF IMPROVEMENTS IN TURNING LEAF, SECTION 7A SITUATED IN HAMILTON TOWNSHIP

WHEREAS, while the roadway improvements have now been completed, and the Erosion Control Bond remains in force under a separate bond agreement; and

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

BOND RELEASE

Bond Number	:	17-017 (P/S-M)
Development	:	Turning Leaf, Section 7A
Developer	:	Turning Leaf, LLC
Township	:	Hamilton
Maintenance Amount	:	\$26,704.60
Surety Company	:	Guarantee Co. of North America, USA (20151434)

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Turning Leaf, LLC, Attn: Jill Prior, 11025 Reed Hartman Hwy, Ste B-1, Cincinnati, OH 45242
Guarantee Co. of North America USA, One Towne Square, Suite 1470, Southfield, MI 48076
Engineer (file)
Bond Agreement file

Resolution

Number 23-0160

Adopted Date February 07, 2023

APPROVE TURNING LEAF WAY IN TURNING LEAF, SECTION 7A FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Turning Leaf Way has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1455-T	Turning Leaf Way	0'-29'-0'	0.085

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

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

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

NO.	DESCRIPTION	AMOUNT	DATE
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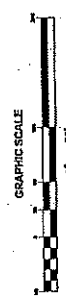
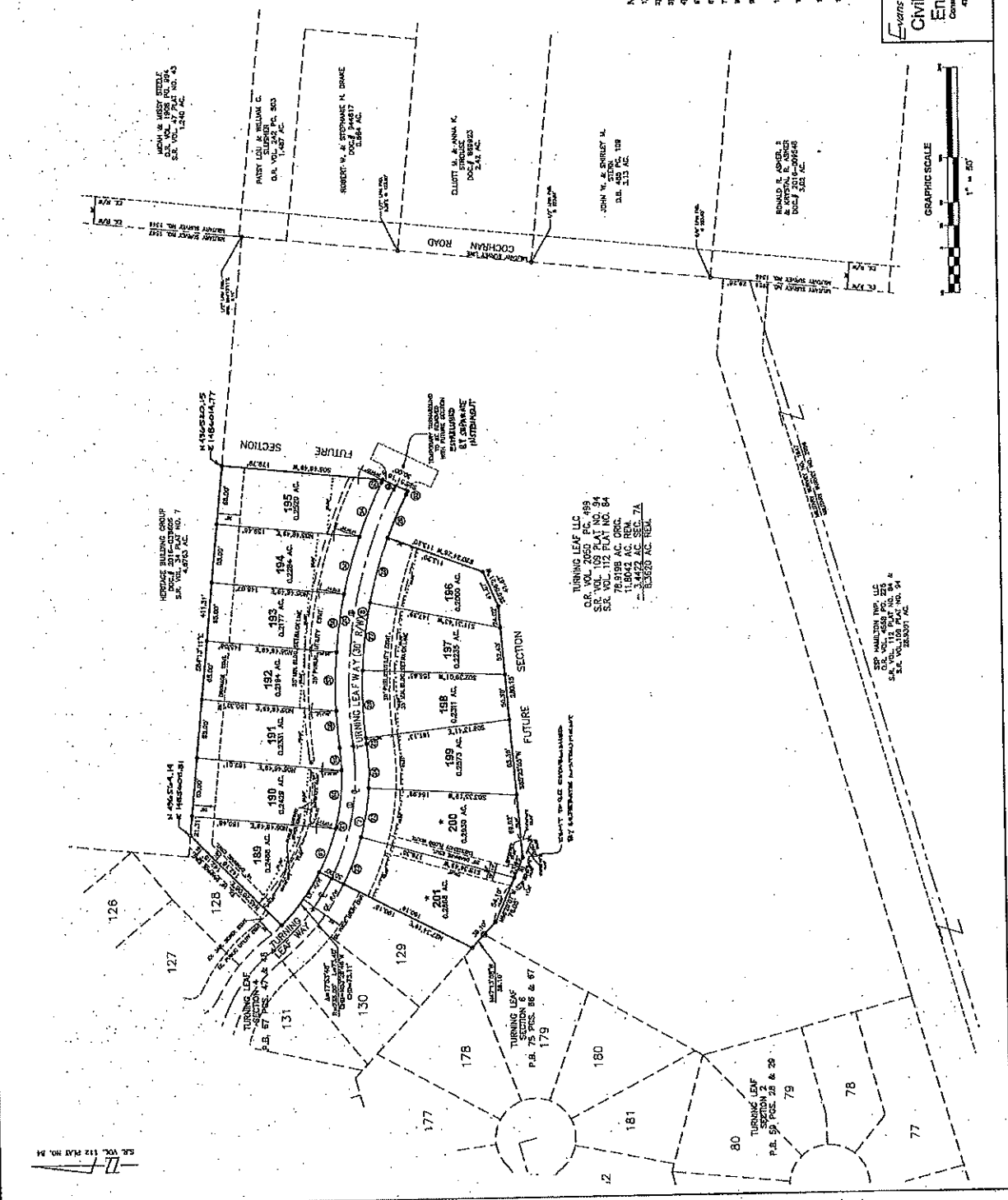
THE ABOVE OPERATIONS EXISTING UNDER AND ABOVE THE SURFACE SHALL BE ACCORDING TO THE RECORD DRAWINGS AND THE RECORD PLANS FOR THE PROJECT. THE RECORD DRAWINGS AND RECORD PLANS SHALL BE THE BASIS FOR THE RECORD DRAWINGS AND RECORD PLANS FOR THE PROJECT. THE RECORD DRAWINGS AND RECORD PLANS SHALL BE THE BASIS FOR THE RECORD DRAWINGS AND RECORD PLANS FOR THE PROJECT.

- NOTES:**
- 1) ALL RECORDS OF RECORDS SHALL BE MAINTAINED.
 - 2) RECORDS SHALL BE MAINTAINED FOR THE PROJECT.
 - 3) RECORDS SHALL BE MAINTAINED FOR THE PROJECT.
 - 4) RECORDS SHALL BE MAINTAINED FOR THE PROJECT.
 - 5) RECORDS SHALL BE MAINTAINED FOR THE PROJECT.
 - 6) RECORDS SHALL BE MAINTAINED FOR THE PROJECT.
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 - 10) RECORDS SHALL BE MAINTAINED FOR THE PROJECT.
 - 11) RECORDS SHALL BE MAINTAINED FOR THE PROJECT.
 - 12) RECORDS SHALL BE MAINTAINED FOR THE PROJECT.
 - 13) RECORDS SHALL BE MAINTAINED FOR THE PROJECT.
 - 14) RECORDS SHALL BE MAINTAINED FOR THE PROJECT.

TURNING LEAF SECTION TA

Engineers, LLC
 CONSULTING ENGINEERS & SURVEYORS
 4700 DAVIS DRIVE, SUITE 100
 HUNTERDON TOWNSHIP, NJ 07032
 PHONE: 908-271-0000
 FAX: 908-271-0001

DATE: 08/27
 SHEET: 2 OF 2



9/6-10

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on February 1, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, Chair
Joseph Rozzi – Trustee, Vice Chair
Darryl Cordrey - Trustee

Mr. Sousa introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 23-0201A**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON SECTION SEVEN "A", IN THE TURNING LEAF
SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE SECOND
READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Turning Leaf subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Seven "A" (7A) shown on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

SECTION 1. Hamilton Township accepts Section Seven "A" as shown on the attached Exhibit A of the Turning Leaf subdivision for maintenance.

SECTION 2. The speed limit in Section Seven "A" (7A) of the Turning Leaf subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.

SECTION 3. The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

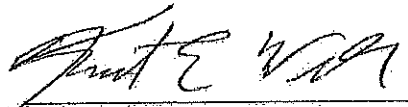
SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Rozzi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:


Darryl Cordrey -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Joseph P. Rozzi -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Mark Sousa -	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

Resolution adopted this 1st day of February 2023.

Attest:

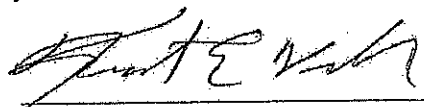

Kurt E. Weber, Fiscal Officer

Approved as to form:


~~Benjamin J. Yoder, Law Director~~
Drew J. Conrad, Assistant Law Director

I, Kurt E. Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on February 1, 2023.

Date: 2/1/2023


Kurt E. Weber, Fiscal Officer

Resolution

Number 23-0161

Adopted Date February 07, 2023

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH RED HAWK LAND, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 3C SITUATED IN THE VILLAGE OF MORROW

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

SECURITY AGREEMENT

Bond Number	:	23-002 (W/S)
Development	:	The Woodlands at Morrow, Phase 3C
Developer	:	Red Hawk Land, LLC
Location	:	Village of Morrow
Amount	:	\$12,820.91
Surety Company	:	Great American Insurance Company

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Red Hawk Land LLC, 3400 Werk Road, Cincinnati, Ohio 45211
Great American Insurance Group, 301 E 4th Street, Cincinnati, OH 45202
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

23-002 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Red Hawk Land, LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Great American Insurance Group (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Woodlands
at Morrow **Subdivision, Section/Phase** 3C (3) (hereinafter the "Subdivision") situated in
(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 \$128,209.11,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
-0-; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 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 \$12,820.91 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:

Red Hawk Land, LLC

3400 Werk Rd

Cincinnati, OH 45211

Ph. (513) 451 - 2611

D. To the Surety:

Great American Insurance Group

301 E 4th Street

Cincinnati, OH 45202

Ph. (513) 369 - 5000

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: Red Hawk Land, LLC

SURETY: Great American Insurance Group

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

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

SIGNATURE: Mary S Allen

SIGNATURE: Timothy L. Iori

PRINTED NAME: Mary S. Allen

PRINTED NAME: Timothy L. Iori

TITLE: Manager

TITLE: Attorney In Fact

DATE: 1-24-2023

DATE: 1/24/2023

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 23-0161, dated 2-7-23.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 2-7-23

RECOMMENDED BY:

By: Mary Burch
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Colin Tri
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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21554

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
TIMOTHY J. IORI	ALL OF	ALL
JAMES L. IORI	CINCINNATI, OHIO	\$100,000,000
ANTHONY L. IORI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of NOVEMBER 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 11TH day of NOVEMBER, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 24th day of January 2023



My L C B

Assistant Secretary

Resolution

Number 23-0162

Adopted Date February 07, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

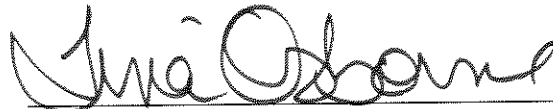
\$ 40,000.00 into BUDGET-BUDGET 22891227-5400 (Purchased Services)

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Common Pleas (file)

Resolution

Number 23-0163

Adopted Date February 07, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012200

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office Fund #11012200 in order to process a vacation and sick leave payout for Karon Johnson former employee of the Sheriff's Office:

\$2,897.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012200-5882 (Sheriff's Office - Vacation Leave Payout)

\$1,009.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11012200-5881 (Sheriff's Office - Sick Leave Payout)

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0164

Adopted Date February 07, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,630.14 from #11011600-5114 (Overtime Pay)
 into #11011600-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 23-0165

Adopted Date February 07, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN ENGINEER'S OFFICE FUND
#2202

BE IT RESOLVED, to approve the following appropriation adjustments :

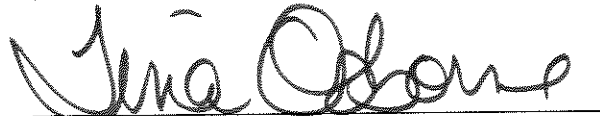
\$ 5000.00	from	22023110-5400	(Purchased Services)
	into	22023110-5911	(Non-Taxable Meal Fringe)
\$ 5000.00	from	22023110-5102	(Regular Salaries)
	into	22023110-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 23-0166

Adopted Date February 07, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND #2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court RECLAIM FUND#2247:

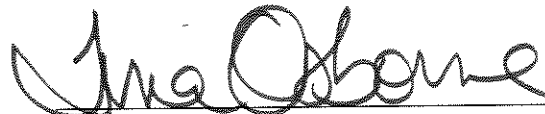
\$ 10,000.00 from 22471242-5400 (Purchased Services)
into 22471242-5910 (Other Expense)

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 23-0167

Adopted Date February 07, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	SOUTHEASTERN EQUIPMENT CO INC	WAT KM INT'L 2 TON ASPHALT HOT	\$ 37,665.00
WAT	DEERE & COMPANY	WAT (2) JOHN DEERE Z970R ZTRAK	\$ 20,484.80
TEL	ERGOFLEX SYSTEMS INC	TEL XYBIX -MONITOR MOUNTS AND	\$ 1,998.57
WAT	ZIMMER TRACTOR INC	SEW KUBOTA MX5400HST UTILITY T	\$ 48,308.14

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
TEL	CDW LLC	DISPATCH MONITOR UPGRADE PROJECT	\$ 27,960.05 CHANGE OBJECT CODE TO 5320

2/7/2023 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 23-0168

Adopted Date February 07, 2023

APPROVE CHANGE OF TOWNSHIP BOUNDARIES OF LEBANON TOWNSHIP TO MAKE THEM, IN PART, IDENTICAL TO THOSE OF THE CITY OF LEBANON

WHEREAS, this Board of County Commissioners is in receipt of a petition by the City of Lebanon, Ohio to change the boundaries of Lebanon Township to make them identical, in part, with the boundaries of the City of Lebanon; and

WHEREAS, pursuant to Ohio Revised Code Section 503.07, the Board of County Commissioners, upon presentation of such petition, with the proceedings of the legislative authority authenticated, shall upon petition of a City change the boundaries of the township when the limits of such corporation include territory lying in more than one township; and

NOW THEREFORE BE IT RESOLVED, that the prayer of the City of Lebanon be granted for such changes in and extensions of the boundary lines of Lebanon Township as may be necessary so that it may include therein, those portions of Union Township, Warren County, Ohio, which has, by successive orders of the Warren County Board of Commissioners, been annexed to the City of Lebanon, said territory having been accepted by the City pursuant to ordinance number 2022-136 to make the boundary lines of Lebanon Township co-extensive with the corporate limits of the City of Lebanon; copy of petition attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of February 2023

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: City of Lebanon (file)
Auditor _____ (certified)
RPC (file)
Dispatch

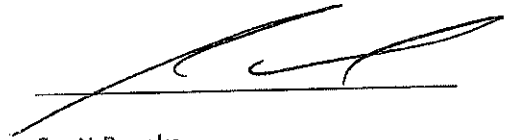
Union Township
Map Room
GIS
Board of Elections

PETITION FOR A CHANGE IN TOWNSHIP BOUNDARIES

Now comes the City of Lebanon, Ohio, a municipal corporation, by its City Manager, and petitions the Warren County Board of County Commissioners, pursuant to Ohio Revised Code Section 503.07, for an order changing the boundaries of Lebanon Township so as to include therein certain parts of the City of Lebanon, and for such other actions which may be proper in this matter. The portions of the City of Lebanon, Ohio not now included within the limits of Lebanon Township include the following: those portions of Union Township, Ohio annexed by the City of Lebanon, Ohio by Ordinance No. 2022-136, passed December 13, 2022, and approved by the Warren County Board of County Commissioners by Resolution No. 22-1488, adopted September 27, 2022 (copies of said Ordinance and Resolution are attached hereto as Exhibits "A" and "B" respectively).

A complete and accurate description of the additional area of the City of Lebanon, Ohio which is now to be included in Lebanon Township is attached hereto, marked Exhibit "C" and incorporated herein by reference as if fully set forth.

This petition is filed through the authority of Resolution No. 2023-008, passed January 24, 2023. A true copy of said Ordinance is attached hereto as Exhibit "D" made a part hereof and incorporated herein as if fully set forth.



Scott Brunka
City Manager,
Lebanon, Ohio

I hereby certify that this is a true and correct copy of the petition directed to be filed by the City Council of Lebanon, Ohio by Resolution 2023-008



Daniel Burke
City Auditor,
Lebanon, Ohio

EXHIBIT A

ORDINANCE NO. 2022-136

AN ORDINANCE ACCEPTING AN ANNEXATION OF 80.511 ACRES KNOWN AS THE BYER PROPERTY FROM UNION TOWNSHIP TO THE CITY OF LEBANON

WHEREAS, on April 26, 2022 this Council adopted Ordinance No. 2022-052, approving an annexation agreement with the Board of Township Trustees of Union Township, Warren County, Ohio and authorizing and directing the City Manager to execute and deliver said annexation agreement for certain real property proposed to be annexed to the City of Lebanon from Union Township, Warren County, Ohio, known as the "Byer Property" and identified by Warren County Auditor PARID Nos 12094000040 and 12082000090; and

WHEREAS, on September 27, 2022, the Warren County Board of County Commissioners enacted Resolution No. 22-1488, authorizing the annexation of said territory, which Resolution was delivered to the Agent for the Petitioners and the Clerk of the Lebanon City Council on September October 3, 2022 with a certified transcript of proceedings pursuant to R.C. 709.022 and R.C. 709.033.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, State of Ohio:

SECTION 1. That the annexation of real estate in Warren County and adjacent to the City of Lebanon, an accurate map of which territory, together with a petition for its annexation and other documents related thereto, and a certified transcript of the proceedings of the Warren County Board of County Commissioners in relation thereto are and have been on file for sixty (60) days with the Clerk of this Council, is hereby accepted pursuant to R.C. 709.04.

SECTION 2. That this Ordinance shall become effective on the earliest date allowed by law.



Mayor

Passed: December 13, 2022

Attest:



Clerk of Council

Sponsors:

Messer

City
Manager



City
Auditor



City
Attorney

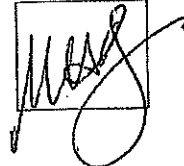


EXHIBIT B

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-1488

Adopted Date September 27, 2022

APPROVE ANNEXATION OF 80.511 ACRES TO THE CITY OF LEBANON,
CHRISTOPHER H. HURLBURT, AGENT, PURSUANT TO OHIO REVISED CODE
SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Christopher H. Hurlburt,
Agent to annex 80.511 acres to the City of Lebanon filed on the 12th day of September 2022; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the
Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.


NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Christopher H. Hurlburt, Agent
RZC
Auditor _____
City of Lebanon

RPC
Map Room
Annexation file
Union Township

EXHIBIT C

PARCEL P-5

Land situated in the Township of Union, County of Warren, State of Ohio, being a part of Sections 8 and 9, Township 4, Range 3 of the Between the Miami Rivers Survey, and being the same as 53.962 acres known as Parcel P-5 described in deed to 100 ACRES AND A MULE, LLC recorded in Document No. 2021-008147, records of Warren County, described as follows:

COMMENCING at a 1-inch iron rod found at the southwest corner of said Section 9; THENCE South 84°24'56" East, along the southerly line of Section 9 and northerly line of Section 8, a distance of 3,431.44 feet to a 5/8-inch Iron rod with cap labeled "NCG PS 8460 8668" found;

THENCE the following ten (10) courses and distances along the easterly line of 183.576 acres described in deed to L. Byer Investments, LLC recorded in OR Volume 1820, Page 731:

- 1) South 84°24'56" East, along the southerly line of Section 9 and northerly line of Section 8, a distance of 171.63 feet to a 5/8-inch Iron rod with cap labeled "NCG PS 8460 8668" found;
- 2) North 50°07'26" East, a distance of 222.10 feet to a 5/8-inch Iron rod with cap labeled "NCG PS 8460 8668" found;
- 3) North 06°04'55" West, a distance of 181.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 4) North 49°05'10" East, a distance of 170.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 5) South 87°57'56" East, a distance of 66.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 6) North 31°23'33" East, a distance of 565.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 7) North 60°55'01" East, a distance of 445.00 feet to a 5/8-inch Iron rod with cap labeled "NCG PS 8460 8668" found;
- 8) South 66°24'11" East, a distance of 98.00 feet to a 5/8-inch Iron rod with cap labeled "NCG PS 8460 8668" found;
- 9) North 68°58'37" East, a distance of 107.00 feet to a 5/8-inch Iron rod with cap labeled "NCG PS 8460 8668" found;

10) North $05^{\circ}35'12''$ East, a distance of 100.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;

THENCE South $84^{\circ}24'48''$ East, along the southerly line of 46.421 acres described in deed to Ann H. Kelly recorded in OR Volume 583, Page 894, a distance of 615.00 feet to a 5/8-inch iron rod found;

THENCE South $05^{\circ}25'08''$ West, along a west line of Lot 2 Replat Warren County Industrial Park recorded in Plat Book 12, Pages 79 & 80 and the westerly right-of-way of Glosser Road (a 37.5-foot-wide public right-of-way as dedicated in Plat Book 34, Page 19), a distance of 825.08 feet to a 5/8-inch iron rod found;

THENCE the following seven (7) courses and distances along the northwesterly right-of-way of Kingsview Drive (an 80-foot-wide public right-of-way as dedicated in Plat Book 19, Page 93):

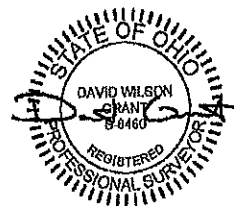
- 1) North $83^{\circ}35'15''$ West, a distance of 31.22 feet to a 5/8-inch iron rod found;
- 2) Along a curve to the left, having a radius of 440.00 feet, through a central angle of $29^{\circ}39'47''$, an arc distance of 227.79 feet, said curve having a chord which bears South $81^{\circ}34'53''$ West a distance of 225.26 feet to a 5/8-inch iron rod found;
- 3) South $66^{\circ}45'00''$ West, a distance of 566.88 feet to a 5/8-inch iron rod found;
- 4) Along a curve to the left, having a radius of 440.00 feet, through a central angle of $48^{\circ}44'59''$, an arc distance of 374.37 feet, said curve having a chord which bears South $42^{\circ}22'30''$ West a distance of 363.18 feet to a 5/8-inch iron rod found;
- 5) South $18^{\circ}00'00''$ West, a distance of 576.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 6) Along a curve to the left, having a radius of 440.00 feet, through a central angle of $8^{\circ}59'58''$, an arc distance of 69.12 feet, said curve having a chord which bears South $13^{\circ}30'00''$ West a distance of 69.04 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 7) South $09^{\circ}00'00''$ West, a distance of 243.92 feet to a 5/8-inch iron rod found;

THENCE North $84^{\circ}14'01''$ West, along the northerly line of the remaining 47.585 acres of the land described in deed to Wild Turkey Farms, LLC, recorded in OR Volume 4430, Page 347, a distance of 880.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;

THENCE the following six (6) courses and distances along the easterly line of 183.576 acres described in deed to L. Byer Investments, LLC recorded in OR Volume 1820, Page 731:

- 1) North 05°46'00" East, a distance of 371.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 2) North 28°30'48" East, a distance of 252.00 feet to a 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found;
- 3) North 61°26'40" West, a distance of 100.00 feet to a 5/8-inch Iron rod with cap labeled "NCG PS 8460 8668" found;
- 4) South 60°49'57" West, a distance of 191.00 feet to a 5/8-inch Iron rod with cap labeled "NCG PS 8460 8668" found;
- 5) North 06°03'40" East, a distance of 238.00 feet to a 5/8-inch Iron rod with cap labeled "NCG PS 8460 8668" found;
- 6) North 56°26'42" East, a distance of 319.10 feet to the 5/8-inch iron rod with cap labeled "NCG PS 8460 8668" found at the POINT OF BEGINNING and containing 53.962 acres or 2,350,581 square feet of land, of which 21.660 acres lies in Section 8, and 32.302 acres lies in Section 9, more or less, but subject to all legal highways and easements of record as determined by a survey performed by David W. Grant, Ohio Professional Surveyor No. 8460, for and on behalf of North Coast Geomatics in August of 2022.

The Basis of Bearing for this survey is Grid North of the Ohio State Plane Coordinate System, South Zone (FIPS Zone 3402), on the North American Datum of 1983(2011) (Epoch 2010.000) using geoid model GEOID12B, with a combined scale factor of 1.00005879609967. A GNSS Real Time Kinematic Network survey was used to establish a bearing of South 84°24'48" East for the northerly line of the surveyed property, and a Northing of 511,707.04 and Easting of 1,474,321.51 (U.S. Survey Feet) for the 1-inch iron rod found at the southwest corner of Section 9.



PARCEL P-3

Land situated in the Township of Union, County of Warren, State of Ohio, being a part of Sections 8 and 9, Township 4, Range 3 of the Between the Miami Rivers Survey, and being the same as 26.549 acres known as Parcel P-3 described in deed to 100 ACRES AND A MULE, LLC recorded in Document No. 2021-008147, records of Warren County, described as follows:

BEGINNING at a stone found at the southeast corner of said Section 9; THENCE South $06^{\circ}05'45''$ West, along the westerly line of Warren County Industrial Park, Section 2 recorded in Plat Book 81, Page 71, a distance of 991.55 feet to a 1/2-inch Iron rod found;

THENCE South $06^{\circ}06'52''$ West, along the westerly line of Warren County Industrial Park, Section 2 recorded in Plat Book 81, Page 71, and 50.890 acres of land described in deed to Wild Turkey Farms, LLC, recorded in OR Volume 4430, Page 347, a distance of 237.92 feet to a 5/8-inch iron rod found;

THENCE the following three (3) courses and distances along the northerly and easterly lines of 70.4212 acres of land described in deed to Wild Turkey Farms, LLC, recorded in OR Volume 4430, Page 347:

- 1) North $84^{\circ}14'00''$ West, a distance of 60.72 feet to a 5/8-inch Iron rod found;
- 2) North $06^{\circ}06'52''$ East, a distance of 237.92 feet to a 1/2-inch iron rod found;
- 3) North $84^{\circ}14'00''$ West, a distance of 946.90 feet to a 1/2-inch Iron rod found;

THENCE the following seven (7) courses and distances along the southeasterly right-of-way of Kingsview Drive (an 80-foot-wide public right-of-way as dedicated in Plat Book 19, Page 93):

- 1) North $09^{\circ}00'00''$ East, a distance of 239.40 feet to a 1/2-inch Iron rod found;
- 2) Along a curve to the right, having a radius of 360.00 feet, through a central angle of $8^{\circ}59'58''$, an arc distance of 56.55 feet, said curve having a chord which bears North $13^{\circ}30'00''$ East a distance of 56.49 feet to a 1/2-inch iron rod found;
- 3) North $18^{\circ}00'00''$ East, a distance of 576.00 feet to a 1/2-inch Iron rod found;

4) Along a curve to the right, having a radius of 360.00 feet, through a central angle of $48^{\circ}44'59''$, an arc distance of 306.31 feet, said curve having a chord which bears North $42^{\circ}22'30''$ East a distance of 297.15 feet to a 1/2-Inch Iron rod found;

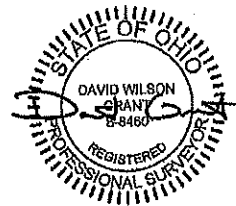
5) North $66^{\circ}45'00''$ East, a distance of 566.88 feet to a 1/2-Inch Iron rod found;

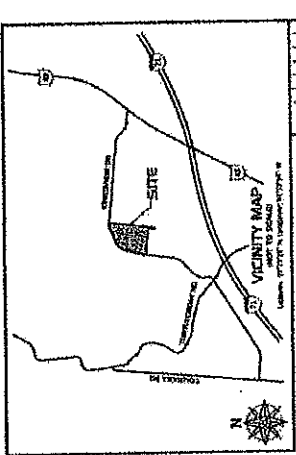
6) Along a curve to the right, having a radius of 360.00 feet, through a central angle of $29^{\circ}39'47''$, an arc distance of 186.37 feet, said curve having a chord which bears North $81^{\circ}34'52''$ East a distance of 184.30 feet to a 1/2-Inch Iron rod found;

7) South $83^{\circ}35'15''$ East, a distance of 31.18 feet to a 1/2-Inch Iron rod found;

THENCE South $07^{\circ}28'10''$ West, along the westerly line of Warren County Industrial Park, Section 2 recorded in Plat Book 81, Page 71, a distance of 424.89 feet to the stone found at the POINT OF BEGINNING and containing 26.549 acres or 1,156,457 square feet of land, of which 21.657 acres lies in Section 8, and 4.892 acres lies in Section 9, more or less, but subject to all legal highways and easements of record as determined by a survey performed by David W. Grant, Ohio Professional Surveyor No. 8460, for and on behalf of North Coast Geomatics in August of 2022.

The Basis of Bearing for this survey is Grid North of the Ohio State Plane Coordinate System, South Zone (FIPS Zone 3402), on the North American Datum of 1983(2011) (Epoch 2010.000) using geoid model GEOID12B, with a combined scale factor of 1.00005879609967. A GNSS Real Time Kinematic Network survey was used to establish a bearing of North $84^{\circ}14'00''$ West for the southerly line of the surveyed property, and a Northing of 510,318.33 and Easting of 1,478,497.92 (U.S. Survey Feet) for the 1/2-inch iron rod found at the southwest corner of the surveyed property.





NO.	DATE	DESCRIPTION
1	08/10/10	PRELIMINARY PLAT
2	08/10/10	REVISIONS
3	08/10/10	REVISIONS
4	08/10/10	REVISIONS
5	08/10/10	REVISIONS
6	08/10/10	REVISIONS
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49	08/10/10	REVISIONS
50	08/10/10	REVISIONS

PLAT OF ANNEXATION
100 ACRES AND A MILE L.C.

COUNTY COMMISSIONERS
The Board of County Commissioners of Davidson County, Tennessee, do hereby certify that the following is a true and correct copy of the original plat as filed for record in the office of the County Clerk of Davidson County, Tennessee, on this 10th day of August, 2010.

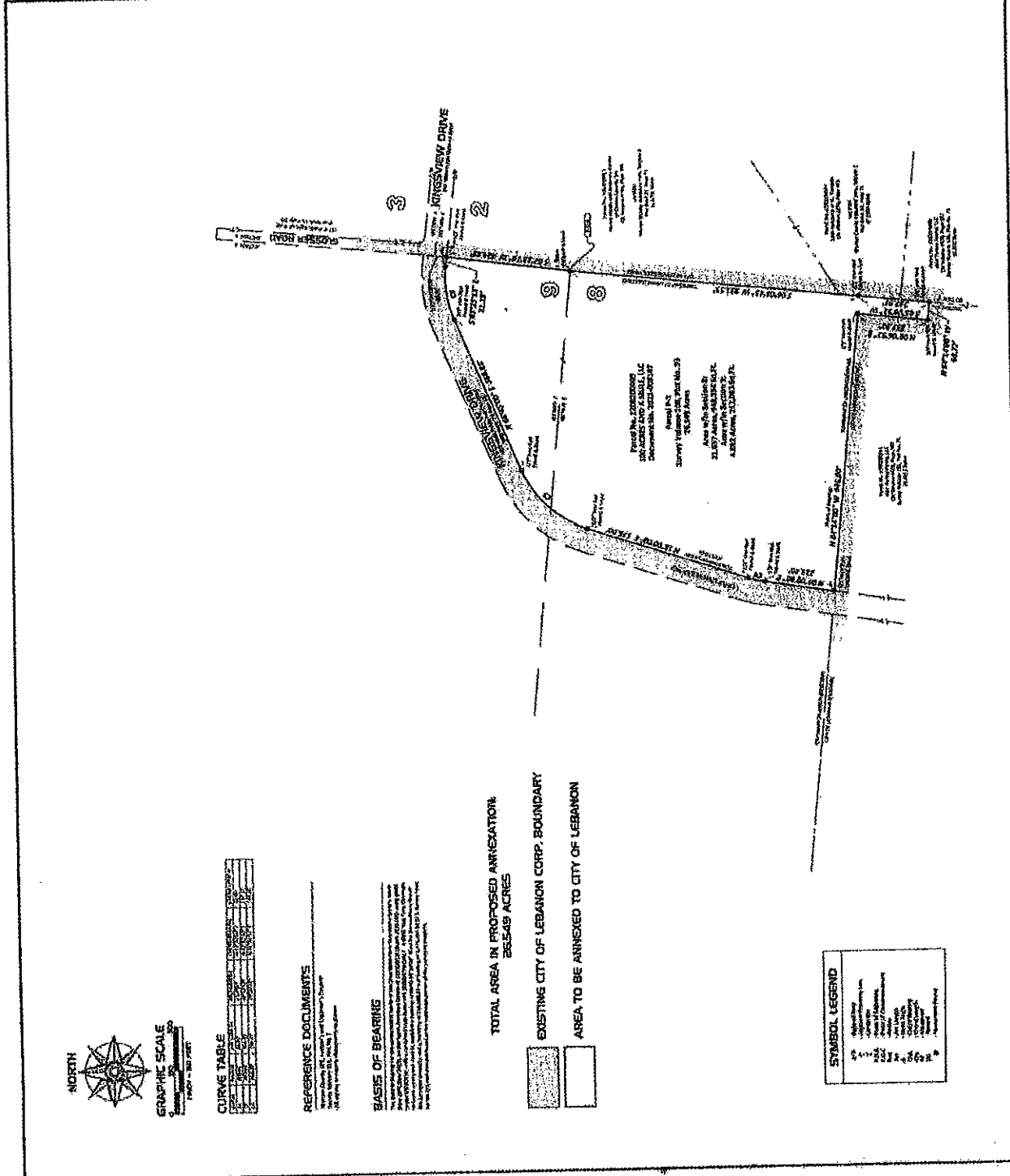
CITY APPROVAL
The City of Lebanon, Tennessee, do hereby approve the annexation of the above described land to the City of Lebanon, Tennessee, on this 10th day of August, 2010.

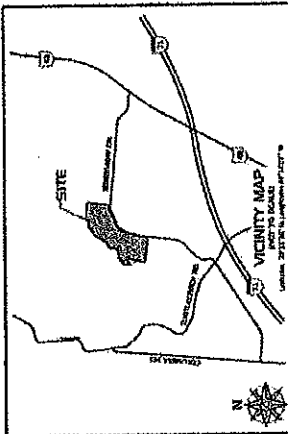
COUNTY RECORDER
I, _____, County Recorder of Davidson County, Tennessee, do hereby certify that the above described plat has been recorded in the office of the County Clerk of Davidson County, Tennessee, on this 10th day of August, 2010.

COUNTY AUDITOR
I, _____, County Auditor of Davidson County, Tennessee, do hereby certify that the above described plat has been recorded in the office of the County Clerk of Davidson County, Tennessee, on this 10th day of August, 2010.

NORTH COAST GEOMATICS
Mapping & Surveying - northcoastgeo.com

PROJECT NO. 100 ACRES AND A MILE L.C.
DATE: 08/10/10
SHEET 1 OF 1





PLAT OF ANNEXATION
100 ACRES AND A QUOTE, L.C.
ANNEXATION I

REVISION HISTORY

NO.	DATE	DESCRIPTION
1	08/14/13	PRELIMINARY
2	08/14/13	FINAL

COUNTY COMMISSIONERS

CITY APPROVAL

COUNTY RECORDER

COUNTY AUDITOR

CERTIFICATION

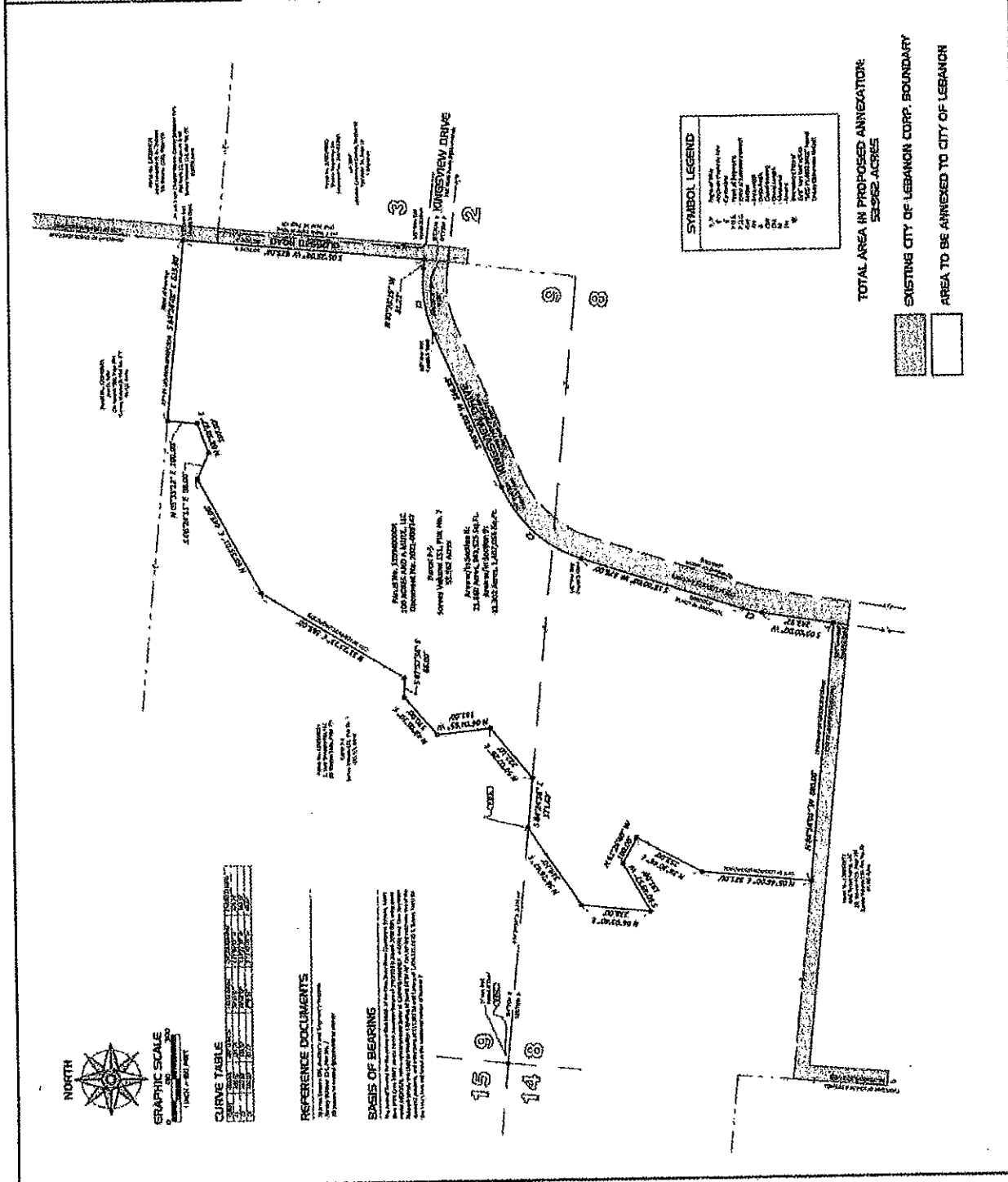
DEPARTMENT OF PUBLIC SAFETY

NORTH COAST GEOMATICS
Mapping & Surveying - northcoastgeomatics.com

DATE: 08/14/13

PROJECT: 13-001

SHEET: 1 OF 1



RESOLUTION NO. 2023-008

A RESOLUTION PETITIONING THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS FOR A CHANGE OF TOWNSHIP BOUNDARIES TO EXTEND THE CURRENT BOUNDARY OF LEBANON TOWNSHIP TO INCLUDE REAL PROPERTY RECENTLY ANNEXED TO THE CITY OF LEBANON

WHEREAS, the Council of the City of Lebanon by Ordinance No. 2022-136 accepted the annexation of certain territory in Union Township to the City of Lebanon; and

WHEREAS, Council has determined that it is in the best interest of the City of Lebanon for the municipal limits to be situated in a single township; and

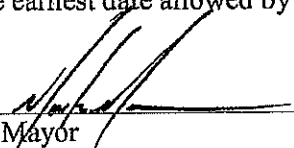
WHEREAS, Ohio Revised Code section 503.07 directs a procedure whereby, due to a change of the limits of a municipal corporation, said corporation includes territory lying in more than one township, a city may petition the Board of County Commissioners for a change in township lines in order to make them identical, in whole or in part, with the limits of the municipal corporation, and said Board of County Commissioners shall upon the petition of a City change the boundaries of the township.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lebanon, Ohio:

SECTION 1: That the City Manager is hereby authorized to execute said Petition to change the boundaries of Lebanon Township, to make them conform to the boundaries of the City of Lebanon, and for such other action as may be proper, in accordance with Ordinance No. 2022-136.

SECTION 2: That the City Manager is hereby authorized and directed to present said Petition to the Warren County Board of County Commissioners for change of township boundaries in accordance with the form attached hereto as Exhibit "A".


SECTION 3: This Resolution shall take effect at the earliest date allowed by law.



Mayor

Passed: January 24, 2023

Attest:



Clerk of Council

Sponsors:

Messer, Norris, Cope, Lamoreaux, Smith

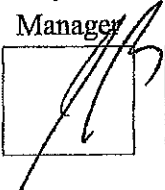

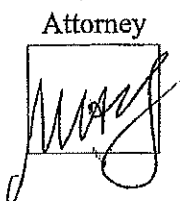
City Manager	City Auditor	City Attorney
		

Exhibit D

RESOLUTION NO. 2023-008

A RESOLUTION PETITIONING THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS FOR A CHANGE OF TOWNSHIP BOUNDARIES TO EXTEND THE CURRENT BOUNDARY OF LEBANON TOWNSHIP TO INCLUDE REAL PROPERTY RECENTLY ANNEXED TO THE CITY OF LEBANON

WHEREAS, the Council of the City of Lebanon by Ordinance No. 2022-136 accepted the annexation of certain territory in Union Township to the City of Lebanon; and

WHEREAS, Council has determined that it is in the best interest of the City of Lebanon for the municipal limits to be situated in a single township; and

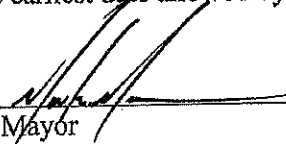
WHEREAS, Ohio Revised Code section 503.07 directs a procedure whereby, due to a change of the limits of a municipal corporation, said corporation includes territory lying in more than one township, a city may petition the Board of County Commissioners for a change in township lines in order to make them identical, in whole or in part, with the limits of the municipal corporation, and said Board of County Commissioners shall upon the petition of a City change the boundaries of the township.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lebanon, Ohio:

SECTION 1: That the City Manager is hereby authorized to execute said Petition to change the boundaries of Lebanon Township, to make them conform to the boundaries of the City of Lebanon, and for such other action as may be proper, in accordance with Ordinance No. 2022-136.

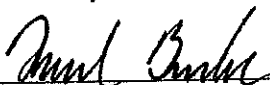
SECTION 2: That the City Manager is hereby authorized and directed to present said Petition to the Warren County Board of County Commissioners for change of township boundaries in accordance with the form attached hereto as Exhibit "A".

SECTION 3: This Resolution shall take effect at the earliest date allowed by law.


Mayor

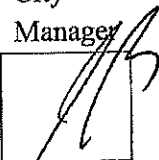

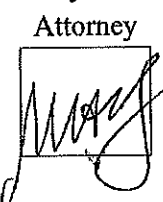
Passed: January 24, 2023

Attest:


Clerk of Council

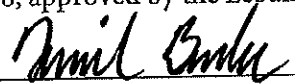
Sponsors:

Messer, Norris, Cope, Lamoreaux, Smith

City Manager	City Auditor	City Attorney
		

Certification

I hereby certify that this a true and correct copy of Resolution 2023-008, approved by the Lebanon City Council on January 24, 2023.


Daniel Burke, Clerk of Council

Resolution

Number 23-0169

Adopted Date February 07, 2023

APPROVE CHANGE OF TOWNSHIP BOUNDARIES OF MASON TOWNSHIP TO MAKE THEM, IN PART, IDENTICAL TO THOSE OF THE CITY OF MASON

WHEREAS, this Board of County Commissioners is in receipt of a petition by the City of Mason, Ohio to change the boundaries of Mason Township to make them identical, in part, with the boundaries of the City of Mason; and

WHEREAS, pursuant to Ohio Revised Code Section 503.07, the Board of County Commissioners, upon presentation of such petition, with the proceedings of the legislative authority authenticated, shall upon petition of a City change the boundaries of the township when the limits of such corporation include territory lying in more than one township; and

NOW THEREFORE BE IT RESOLVED, that the prayer of the City of Mason be granted for such changes in and extensions of the boundary lines of Mason Township as may be necessary so that it may include therein, those portions of Union Township, Warren County, Ohio, which has, by successive orders of the Warren County Board of Commissioners, been annexed to the City of Mason, said territory having been accepted by the City pursuant to ordinance number 2023-1 to make the boundary lines of Mason Township co-extensive with the corporate limits of the City of Mason; copy of petition attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of February 2023

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: City of Mason (file)
Auditor _____ (certified)
RPC (file)
Dispatch

Union Township
Map Room
GIS
Board of Elections

ORDINANCE 2023 - 2

AN ORDINANCE AUTHORIZING THE FILING OF A PETITION WITH THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO TO CHANGE THE UNION TOWNSHIP LINES OF 137.419 ACRES LOCATED IN UNION TOWNSHIP AND THE CITY OF MASON IN ORDER TO REMOVE THE TERRITORY FROM UNION TOWNSHIP, PLACE IT IN MASON TOWNSHIP AND MAKE THE TOWNSHIP LINES IDENTICAL WITH THE LIMITS OF THE CITY OF MASON, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, on September 3, 2015 by Ordinance No. 2015-91 and on August 17, 2015 by Resolution No. 081715-01, the City of Mason and Union Township, Warren County, Ohio, respectively, authorized and entered an Annexation Agreement relating to the annexation of a territory from Union Township to the City of Mason; and

WHEREAS, that Agreement provides for the annexation of the 137.419 acre territory to the city of Mason and when the annexation becomes effective, the exclusion of the annexation territory from Union Township pursuant to R.C. Chapter 503 including R.C. Section 503.07; and

WHEREAS, on October 24, 2022, a petition for the annexation of a 137.419 acre territory in Union Township with the consent of all parties, was duly filed by Jeffrey D. Forbes, agent for the petitioners, utilizing the special annexation procedure of Ohio Revised Code Section 709.022, *et seq.* commonly referred to as an "Expedited Type 1" annexation, which petition was approved by the Warren County Commissioners on November 8, 2022 by Resolution No. 22-1726 and accepted by the City of Mason on January 9, 2023 by Ordinance No. 2023 - 1; and

WHEREAS, the Annexation Agreement also provides that, upon exclusion of the 137.419 acre territory from Union Township, the City of Mason compensation payments, if any, shall be made pursuant to the terms of the Annexation Agreement and the 137.419 acres annexed shall no longer be subject to Union Township's real property taxes, which Agreement is binding upon the county auditor by law, including R.C. 709.19(B); and

WHEREAS, Ohio Revised Code Section 503.07 authorizes the legislative authority of the city, by a vote of a majority of its members, to petition a board of county commissioners to change the township boundaries within the limits of the municipal corporation in order to make them identical; and

WHEREAS, the City of Mason is primarily located within and is co-extensive with Mason Township in Warren County and the City of Mason desires to change the township boundaries of 137.419 acres in Union Township in Warren County within the City of Mason to make them a part of Mason Township and exclude them from Union Township.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Mason, Ohio, five members elected thereto concurring:

Section 1. That the City Manager or his authorized representative is hereby authorized and directed, on behalf of this Council, to prepare and present to the Board of County

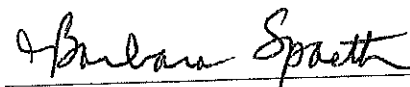
Commissioners of Warren County, Ohio a petition praying for a change in the boundary lines of Union Township and Mason Township as are necessary to accomplish the removal of the recently annexed 137.419 acres of territory within the municipal limits of the City of Mason currently in Union Township, Warren County, Ohio from Union Township and place it in Mason Township in the City of Mason, Warren County, as provided by law.

Section 2. That the 137.419 acre territory within the municipal limits of the City of Mason and Union Township that is to be removed from Union Township and placed in Mason Township was annexed to the City of Mason by Ordinance No. 2023 - 1 is described in Exhibit A hereto and shown on the map or plat as Exhibit B hereto.

Section 3. That the Clerk of Council is hereby authorized and directed to prepare two certified copies of this Ordinance, together with two certified copies of the minutes of the meeting at which this Ordinance was adopted, showing its adoption by a vote of the majority of the members of the Mason City Council, being the legislative authority of the City of Mason and forward those documents to the City Manager or his authorized representative for filing.

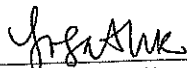
Section 4. That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and shall take effect and be in force from and after its passage. The reason for said declaration of emergency is to facilitate the city providing the annexation area with city services at the earliest possible time period, to relieve Union Township of any obligation to serve the territory, to allow for the immediate change of township boundaries as provided by the Annexation Agreement of the parties, and to permit the inhabitants of the territory to receive services and vote in the appropriate jurisdiction.

Passed this 9th day of January, 2023.



Mayor

Attest:

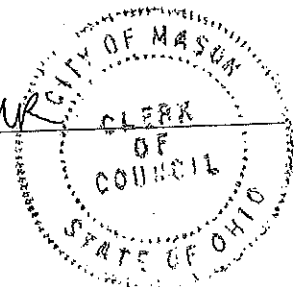


Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance No. 2023-2, adopted by the Council of the City of Mason on January 9, 2023.


Clerk of Council



ORDINANCE 2023 – 1

AN ORDINANCE ACCEPTING THE APPLICATION FOR THE ANNEXATION OF 137.419 ACRES, MORE OR LESS, IN UNION TOWNSHIP, WARREN COUNTY, OHIO TO THE CITY OF MASON, OHIO FILED UNDER THE SPECIAL PROCEDURE OF ANNEXING LAND WITH CONSENT OF ALL PARTIES (OHIO REVISED CODE SECTION 709.022, *ET SEQ.*), AND DECLARING AN EMERGENCY.

WHEREAS, on September 3, 2015 by Ordinance No. 2015-91 and on August 17, 2015 by Resolution No. 081715-01, the City of Mason and Union Township, Warren County, Ohio, respectively, authorized and entered an Annexation Agreement relating to the annexation of a territory from Union Township to the City of Mason; and

WHEREAS, thereafter, on October 24, 2022, a petition for the annexation of a 137.419 acre territory in Union Township with the consent of all parties, was duly filed by Jeffrey D. Forbes, agent for the petitioners, utilizing the special annexation procedure of Ohio Revised Code Section 709.022, *et seq.* commonly referred to as an “Expedited Type 1” annexation; and

WHEREAS, on November 8, 2022, the Board of County Commissioners of Warren County, Ohio reviewed and, by Commissioners’ Resolution No. 22-1726, approved the annexation of the territory described in Exhibit “A” and shown on the map or plat in Exhibit “B,” attached hereto to the City of Mason, Ohio; and

WHEREAS, the Clerk of the Board of County Commissioners of Warren County certified the record of the proceedings in connection with the annexation including Commissioners’ Resolution No. 22-1726 granting the annexation along with the petition and the accompanying map or plat required in connection therewith to the Clerk of Council; and

WHEREAS, the certified transcript of the proceedings for annexation including an accurate description and map of the territory, together with the petition for its annexation and other papers relating to the annexation proceedings of the Warren County Commissioners have been on file with the Clerk of Council for more than sixty (60) days in accordance with the provisions of Revised Code Section 709.04.

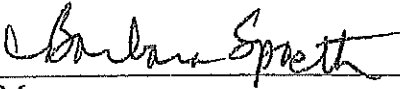
NOW, THEREFORE BE IT ORDAINED by the Council of the City of Mason, Ohio, five members elected thereto concurring:

Section 1. That a petition for the annexation of 137.419 acres from Union Township to the City of Mason with the consent of all parties, including the sole (100%) owner of real estate in the territory sought to be annexed, Union Township and the City of Mason, utilizing the special annexation procedure of Ohio Revised Code Section 709.022, *et seq.*, (Expedited “Type 1” Annexation) was filed by Jeffrey D. Forbes, agent for the petitioners, with the Warren County Board of County Commissioners on October 24, 2022. That the petition for the annexation of 137.419 acres in Union Township described in Exhibit “A” and shown on the map or plat attached as Exhibit “B” to the City of Mason, Ohio approved by the Board of County Commissioners of Warren County by Resolution No. 22-1726 on November 8, 2022, be and the same is hereby accepted.

Section 2. That the Clerk of Council be and is hereby authorized and directed to make five (5) copies of this ordinance including its attached legal description and map along with a copy of the transcript of the proceedings of the Board of County Commissioners of Warren County relating thereto and a certificate as to the correctness thereof. The Clerk of Council shall then forthwith deliver one copy to the Warren County Auditor, one copy to the Warren County Recorder along with any recording fee required, one copy to the Ohio Secretary of the State with the appropriate filing fee and one copy to the Fiscal Officer of Union Township in accordance with the terms of the Annexation Agreement. The Clerk shall also file notice of this annexation with the Board of Elections within thirty (30) days after it becomes effective and do all other things required by law.


Section 3. That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and shall take effect and be in force from and after its passage. The reason for said declaration of emergency is to provide the annexation area with city services at the earliest possible time period and to make those services available immediately after the annexation becomes effective as required by the Annexation Agreement referred to in the preamble above.

Passed this 9th day of January, 2023.



Mayor

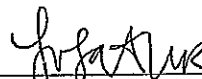
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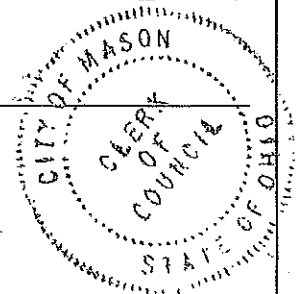


Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2023 -1, adopted by the Council of the City of Mason on January 9, 2023.



Clerk of Council



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

I, the undersigned Clerk for the Board of Warren County Commissioners, hereby certify the attached to be a true and accurate transcript of proceedings of the petition to annex 137,419 acres to the City of Mason, Ohio.

CLERK OF SAID BOARD

Tina Osborne

I have received said transcript along with mylar.

Name

11/8/22

Date

RECEIVED

2022 OCT 24 PM 4:45
WARREN COUNTY
COMMISSIONERS

PETITION FOR ANNEXATION
OF 137.419 ACRES, MORE OR LESS,
IN UNION TOWNSHIP, WARREN COUNTY, OHIO
TO THE CITY OF MASON, OHIO UTILIZING THE
SPECIAL PROCEDURE OF R.C. SECTION 709.022 ET SEQ.
(Expedited Type-1 Annexation)

**TO: THE BOARD OF COUNTY COMMISSIONERS OF
WARREN COUNTY, OHIO**

Now come the undersigned petitioners, being one hundred percent (100%) of the statutory owners of certain property sought to be annexed as hereinafter described, containing 137.419 acres, more or less, in Union Township, Warren County and request that their property be annexed to the City of Mason, Ohio. By their signatures, the undersigned elect to proceed under the 100% owner supported expedited process of R.C. §709.022 (Expedited Type-1). The property is contiguous to the City of Mason, Ohio according to the statutes of the State of Ohio.

An accurate description of the territory sought to be annexed is attached hereto and made a part hereof as Exhibit "A."

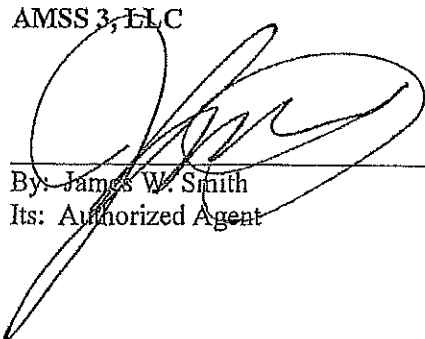
A map or plat of the above-described territory sought to be annexed is attached hereto and made a part hereof as Exhibit "B."

A certified copy of an Annexation Agreement covering the annexed property entered into between the City of Mason, Union Township and the undersigned petitioner owners and developer is attached as Exhibit "C."

The number of owners in the territory sought to be annexed is three (3). The number of owners required to sign the petition is one (1). The number of owners who signed the petition is two (2).

Jeffrey D. Forbes, Wood & Lamping, 600 Vine Street, Suite 2500, Cincinnati, OH 45202, (513) 852-6000, is hereby appointed agent for the undersigned petitioners, as required by R.C. §709.02. The petitioners' agent is hereby authorized to make any amendments and/or deletions, which in his absolute and complete discretion are proper under the circumstances then existing. In addition, the petitioners' agent is authorized to make such amendments and/or deletions in this petition, map, plat or description in order to correct any discrepancy or mistake noted by the County Engineer or others in their examination of the petition, map, plat or description. Amendments to correct the map, plat or description may be made by the presentation of an amended map or plat and description to the Board of County Commissioners on, before or after the date set for hearing of this petition unless otherwise specified by law.

"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR EQUITY."

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
AMSS 3, LLC  By: James W. Smith Its: Authorized Agent	227 Cincinnati Avenue Lebanon, OH 45036	<u>10/24/2022</u>

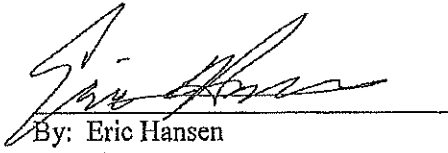
“WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD’S DECISION IN THIS MATTER IN LAW OR EQUITY.”

NAME

ADDRESS

DATE

City of Mason


By: Eric Hansen

Its: City Manager

6000 Mason-Montgomery Rd.
Mason, OH 45040

10/24/2022

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WARREN COUNTY
COMMISSIONERS



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

Legal Description
137.419 ACRES - ANNEXATION

Situated in Sections 14, 15, & 20, Town 4, Range 3, Union Township, Warren County, Ohio, being all the land conveyed to City of Mason in OR 2220 Page 468, City of Mason in OR 2220 Page 472, AMSS 3, LLC in OR 4301 Page 579, and part of the land conveyed to Indiana & Ohio Railroad Co. in OR 374 Page 72, the boundary of which being more particularly described as follows:

Beginning at the southwest corner of Section 15;

Thence along the west line of said Section 15, N05°43'17"E, a distance of 3762.00 feet to a point in the south line of an 89.350 acre tract conveyed to Ridgeview, LLC in DN # 2014-027979;

Thence along the lines of said 89.350 acre tract, S68°24'39"E, a distance of 1445.45 feet;

Thence continuing, S18°28'23"W, a distance of 160.46 feet;

Thence along the west line of a 5.004 acre tract conveyed to Ridgeview LLC in DN # 2019-014950, S16°42'50"W, a distance of 538.23 feet;

Thence along the south line of said 5.004 acre tract, S73°39'31"E, a distance of 343.96 feet;

Thence along the south line of a 5.492 acre tract conveyed to Ridgeview LLC in DN # 2021-037920, S47°27'31"E, a distance of 471.46 feet to a point in the west right of way line of US Route 42;

Thence along said west right of way line the following three (3) courses:

1. S25°25'33"W, a distance of 2009.23 feet;
2. Along a curve deflecting to the right a distance of 727.20 feet, said curve having a radius of 2824.79 feet with a deflection of 14°45'00" and a chord bearing S32°56'46"W, a distance of 725.20 feet;
3. S40°19'16"W, a distance of 757.93 feet to a point in the south line of the aforesaid property conveyed to Indiana & Ohio Railroad Co. and being in a north line of the City of Mason Corporation Line;

Thence along said south line of Indiana & Ohio Railroad Co and along the City of Mason Corporation line, N42°26'03"W, a distance of 1193.63 feet to a point in the south right of way line of Bunnell Road;



Thence along said south right of way line, S83°58'06"E, a distance of 361.00 feet to a point in the east line of Section 20;

Thence with said east line, N05°43'17"E a distance of 30.00 feet to the Point of Beginning.

Containing 137.419 acres of which 12.417 acres lies within Section 14, 123.671 acres lies within Section 15, and 1.331 acres lies within Section 20.

Bearings are based on the north line of a 414.0822 acre annexation being S83°58'06"E and as recorded in PB 92 Page 62

The above description is based on record information only and is not the result of a field survey. The drawing was prepared by The Kleingers Group in April of 2022 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is filed in Volume _____ Page _____ of the Warren County Engineer's Record of Land Surveys.

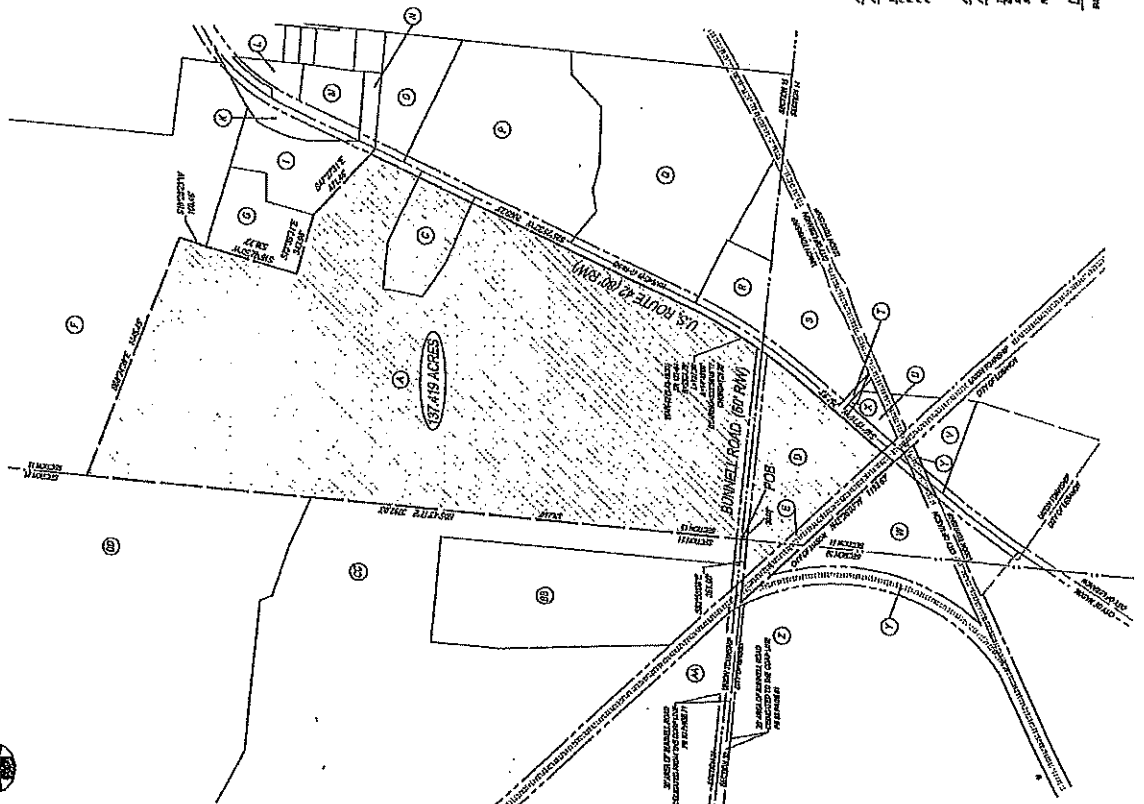
Randy C. Wolfe

10-31-2022

Randy C. Wolfe
Ohio Professional Surveyor No. 8033

Date



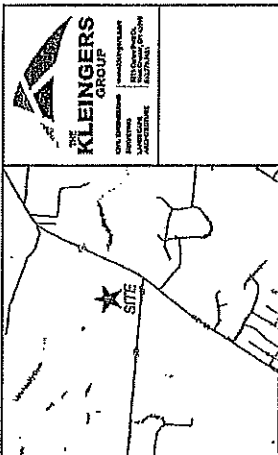


PARCELS WITHIN ANNEXATION AREA	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28

ANNEXATION TERRITORY
ACRESAGE BREAKDOWN - BY PARCEL
 TOTAL ACRES: _____
 PARCELS WITHIN ANNEXATION AREA: _____
 PARCELS OUTSIDE ANNEXATION AREA: _____

ANNEXATION TERRITORY
ACRESAGE BREAKDOWN - BY SECTOR
 SECTOR 1: _____
 SECTOR 2: _____
 SECTOR 3: _____
 SECTOR 4: _____
 SECTOR 5: _____

LENGTH OF ROAD IN ANNEXATION
 PARALLEL ROAD - _____
 PERPENDICULAR ROAD - _____



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VISSAUX COUNTY COMMISSIONERS

APPROVED FOR ANNEXATION
 PROFESSIONAL ENGINEER'S CERTIFICATE NO. _____ DATE _____
 CONTRACT NO. _____
 CONTRACTOR'S NAME _____
 PROJECT ADDRESS _____
 CITY _____

RECORDING
 BY _____ COUNTY CLERK _____ DATE _____
 COUNTY _____

ACCEPTED
 BY _____ CITY CLERK _____ DATE _____
 CITY _____

NOTES:

- THE ANNEXATION TERRITORY IS SUBJECT TO ALL APPLICABLE ZONING ORDINANCES AND ORDINANCES OF THE CITY OF MASON, OHIO.
- THE ANNEXATION TERRITORY IS SUBJECT TO ALL APPLICABLE ORDINANCES OF THE CITY OF MASON, OHIO.
- THE ANNEXATION TERRITORY IS SUBJECT TO ALL APPLICABLE ORDINANCES OF THE CITY OF MASON, OHIO.
- THE ANNEXATION TERRITORY IS SUBJECT TO ALL APPLICABLE ORDINANCES OF THE CITY OF MASON, OHIO.

CITY OF MASON, OHIO
A INDIANA AND OHIO RAILROAD AREA
PLAN OF ANNEXATION
ANNEXATION TERRITORY
ANNEXATION NO. _____
DATE _____

MASON ANNEXATION
1 OF 1



ORDINANCE 2015-91

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH UNION TOWNSHIP FOR THE ANNEXATION OF CERTAIN PROPERTY TO THE CITY OF MASON AND DECLARING AN EMERGENCY

WHEREAS, the City has been approached by the certain property owners seeking the annexation of property to the city of Mason; and

WHEREAS, all of the property owners of the property in Union Township desire to annex to the City of Mason and the owners and township request that the land be removed from the township, if annexed; and

WHEREAS, the Council of the City of Mason is desirous of accepting the annexation of that property to Mason and, upon annexation of the properties to Mason, Mason and Union Township are desirous of having Mason conform the boundaries of the properties to the city in order to exclude Union Township from such area; and

WHEREAS, the Ohio Revised Code will only permit that the land be removed from the township in a special annexation proceeding if the city and township agree to it in an annexation agreement; and

WHEREAS, the attached Annexation Agreement requires the city to remove the land from the township and states that the city shall make certain payments to township.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, six members of the seven members elected thereto concurring:

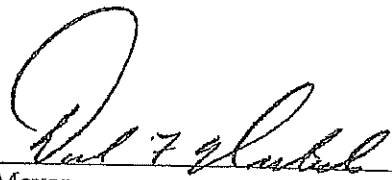
Section 1. That the City Manager is hereby authorized to enter into an Annexation Agreement with Union Township pertaining to the annexation in substantially the same form that is attached hereto as Exhibit A and incorporated herein by reference, pertaining to the annexation of certain property to the City of Mason.

Section 2. That the Clerk of Council is hereby directed to immediately provide a certified copy of this ordinance to the agent for the annexation petitioners in the petition for the annexation of certain property from Union Township, Warren County, Ohio to the City of Mason.

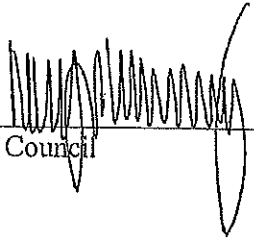
Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to execute the annexation agreement at the earliest possible date to allow for the timely filing of the annexation petition.



Passed this 3rd day of September, 2015.



Mayor

Attest: 

Clerk of Council

2195114.1

Certification

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2015-91 adopted by the Council of the City of Mason on September 3, 2015.



Clerk of Council

**CITY OF MASON AND UNION TOWNSHIP
ANNEXATION AGREEMENT**

(R.C. 709.192)

This Annexation Agreement (the "Agreement") is made and entered into as of the latest effective date of the ordinance or resolution referred to herein, by and between the Township of Union, Warren County, Ohio, an Ohio township (the "Township") and the City of Mason, Warren County, Ohio, an Ohio municipal corporation (the "City") pursuant to Ohio Revised Code Section 709.192 and in accordance with the terms and provisions set forth herein.

RECITALS

WHEREAS, the City is desirous of supporting and accepting annexations of real property within unincorporated Union Township located generally west of State Route 48 to the City; and

WHEREAS, the Township is willing to have the City conform the boundaries of certain property identified in an agreement annexed to the City in order to exclude Union Township from such area to avoid double taxation and duplication of public services, and to have the City make payments to the Township as provided in this Agreement; and

WHEREAS, the City and Township have determined that this Agreement is in the best interests of their respective residents, citizens and taxpayers, is for their mutual benefit and will provide for government improvements, facilities, and services, and promote and support economic development and the creation and preservation of economic opportunities in the region; and

WHEREAS, the City and Township desire to enter into this Annexation Agreement for the purpose of permitting the conformity of boundaries as provided in Section 503.07 of the Ohio Revised Code (the "R.C.") following the annexation of the property identified in this Agreement within unincorporated Union Township to the City of Mason, irrespective of the annexation process followed, and making payments to the Township related to the conformity of boundaries as provided in this Agreement and permitted by law; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Agreement by and through their respective legislative authorities in accordance with Ordinance No. 2015-91 adopted by the Council of the City of Mason on September 3, 2015 and Resolution No.081715-01 adopted by the Union Township Board of Trustees on August 17, 2015.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the City and the Township agree and bind themselves, their agents, officers, elected officials, employees, and successors as follows:

Section 1. Purpose. This Agreement is entered pursuant to the provisions of R.C. 709.192, to permit the changing of township boundaries pursuant to R.C. 503.07 following the annexation of properties within unincorporated Union Township to the City of Mason, irrespective of the annexation process followed, and to provide for payments to the Township as provided for in this Agreement either pursuant to R.C. 709.19 or in lieu of any payments required by the Ohio Revised

Code including R.C. 709.19 as expressly provided in this Agreement and as permitted and provided by law including R.C. 709.191 and R.C. 709.192. The parties intend by this Agreement to exercise all of the powers granted to the City and Township by the Constitution and the laws of the state of Ohio currently in effect to the fullest extent permitted by law.

Section 2. Term. The term of the Agreement shall be for a period of twenty-five years, commencing on the date on which this Agreement was fully executed. Following the end of the twenty-five year period, this Agreement will automatically renew for successive terms of ten years, unless either the Township or the City delivers written notice to the other at least one year in advance of said party's wish to terminate the Agreement. This Agreement is binding upon all future Boards of Township Trustees for Union Township and all future City Councils for the City of Mason until its termination under the terms of this Agreement. Notwithstanding the aforesaid, this Agreement may be terminated at any time upon the mutual written consent of both the Township and the City, in accordance with authorization by their respective legislative authorities.

Section 3. Territory Subject to Agreement. The territory that is subject to this Agreement is all real property within unincorporated Union Township identified in the List of Parcels and on the map that are attached hereto as Exhibit A (the "Territory"). This Agreement does not apply to any other property or annexation.

Section 4. Annexation. The City and Township support, consent to and agree with the annexation of the Territory that is now in the unincorporated Township and is identified and illustrated on Exhibit A, provided such annexation complies with the terms of this Agreement.

Section 5. Support of Annexation Petitions. The Township agrees that, for purposes of Ohio Revised Code Chapter 709, it consents to and will not oppose the approval of an annexation of any of the Territory identified in Exhibit A, provided the petition complies with the terms of this Agreement and statutory requirements. The annexation of all or any portion of the Territory subject to this Agreement may be sought utilizing the provisions of the "Expedited Type 1" procedure as contained in R.C. 709.021 and 709.022, or any other annexation procedure provided by law. This Agreement may be utilized to fulfill the provision of R.C. 709.022 for any petition filed pursuant to that section that has the consent of all parties and is required to be accompanied by a certified copy of an annexation agreement provided for in R.C. 709.192.

Section 6. Annexation Proceedings. The City shall provide the Township with a copy of any petition for annexation subject to this Agreement within five (5) days after such petition is filed with the Clerk of the Warren County Board of County Commissioners. Upon the filing of the petition, the Township will cooperate, if requested, to assure the petition shall be diligently processed to accomplish the annexation of all or any portion of the Territory to the City pursuant to this Agreement.

Section 7. Acceptance of Annexations. Upon the approval of the annexation by the Board of County Commissioners and the City clerk's receipt of the record of the annexation proceedings from the Clerk of the Warren County Board of County Commissioners, the City shall timely accept the annexation and process it according to law. The City shall deliver a copy of the ordinance or resolution accepting the annexation to the Fiscal Officer of the Township.

Section 8. Changing of Township Boundaries. The City shall file a petition with the Warren County Board of County Commissioners, pursuant to R.C. Chapter 503, including R.C. 503.07 or

subsequent comparable statutory section, or take other action to have the annexed Territory excluded from Union Township. The Township agrees that any Territory annexed shall be removed from the Township following annexation as provided in this Agreement and that it will support and by this Agreement consents to any request by the City to exclude the Territory subject to this Agreement from the Township.

Section 9. Payments to Township. The City shall make payments associated with the exclusion of any parcel of Territory identified and illustrated in Exhibit "A" from the Township. For the purposes of payment, the Territory is divided into three (3) areas, each with its own payment schedule. As soon as practical after an annexation becomes effective, the City shall file a petition with the Warren County Board of County Commissioners to exclude the territory annexed from the Township. Following the change of township boundaries excluding Territory from Union Township, the City shall make the following compensation payments to the Township and the annexed Territory shall no longer be subject to Township taxes:

- A. Area I. Area I is comprised of Parcel No. 12-14-300-002 being 222.7418± acres identified in Exhibit A, paragraph D). The City shall pay the Township the total sum of \$960,000.00, payable in twelve annual installments of \$80,000.00, until paid in full. The City may pay any or all unpaid installments in advance of their due date at any time. The Township and the City acknowledge that the total sum of \$960,000.00 is a contractual obligation of the City, and is not contingent or conditioned upon any factors relating to the collection of real property taxes, residential build out, market conditions, or reimbursement to the City by a Developer. This payment is in lieu of and the Township shall not be entitled to receive any compensation payments from the city as provided in R.C. 709.19 or otherwise upon the exclusion of Area I Territory from the Township. The first annual payment shall commence upon June 1 in the first year the City receives (or should have received but did not due to taxpayer delinquency or tax incentives) real property taxes from the 222.7418± acres following the exclusion of that territory from Union Township, and shall be paid thereafter on June 1 each calendar year as provided herein until paid in full.
- B. Area II. Area II is comprised of nine parcels identified in Exhibit A. The Township shall be entitled to receive compensation payments from the City for each parcel in Area II as provided in R.C. 709.19 in effect on the date this Agreement is entered. If there has been an exemption by the City of real, personal, or public utility property taxes the City shall make the payments to the Township provided in R.C. 709.19 calculated as if the exemption had not occurred.
- C. Area III. Area III is comprised all or portions of eleven parcels identified in Exhibit A that are parcels used for railroad or street rights of way any portion of which may be included with a petition to annex parcels in Area I or Area II. The City shall not pay the Township any compensation payments for railroad property and street rights of way that are included in an annexed territory.

Section 10. Provision of Public Services. The City shall either provide or make all City public services available to the territory annexed immediately after the annexation becomes effective. Those City services shall specifically include police, fire and emergency medical services to all territory annexed to the City, which services shall not be provided by the Township following annexation unless they are provided pursuant to a mutual aid agreement or as may otherwise be

mutually agreed upon by the City and Township. The Township shall not provide any public services to any territory that is annexed to the City after the effective date of the annexation.

Section 11. Zoning. The Township and City acknowledge that, by operation of law (R.C. 303.18 and 519.18), any county zoning regulations in effect at the time of annexation shall remain in full force and shall be enforced by the county officials until the legislative authority of the City either officially adopts the existing county zoning regulations or new regulations for the annexation territory. The City shall take all necessary steps to rezone the property in the City of Mason.

Section 12. Support of Agreement. In the event that any other persons or parties in a court of law challenge this Agreement, or any of its terms, conditions, or provisions, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each party to this Agreement shall bear its own costs in any such proceeding challenging this Agreement or any term or provision thereof.

Section 13. Signing other documents. The parties hereto agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions in order to effectuate the purpose of this Agreement.

Section 14. Tax Levies. Nothing in this Agreement shall be interpreted as the sharing of any tax levy by and between the Township and City or the guarantee of a levy or its payment.

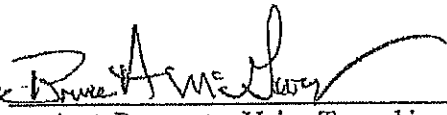
Section 15. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the City and the Township and their respective successors, subject, however, to the specific provisions hereof. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities that are not a party to this Agreement.

Section 16. Severability. In the event that any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder of this Agreement, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein.

Section 17. Captions and headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or section hereof.

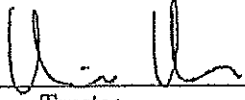
Section 18. Amendment. This Agreement may only be amended, revised or altered pursuant to an amendment, in writing, executed by the City and Township and properly promulgated and approved in accordance with their respective legislative authorities, said legislative authorization to be within sixty (60) days of one another.

Approved as to legal form and correctness:

By: 
Asst. Prosecutor Union Township

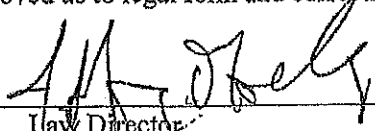
TOWNSHIP OF UNION

By: _____
Trustee

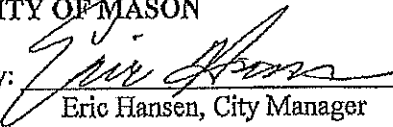
By: 
Trustee

By: 
Trustee

Approved as to legal form and correctness:

By: 
Law Director
City of Mason

CITY OF MASON

By: 
Eric Hansen, City Manager

4812-2187-6262 v2

Exhibit A

I) PARCELS WITH ALTERNATIVE PAYMENTS COMPENSATING TOWNSHIP FOR LOST REVENUE IN LIEU OF R.C. 709.19:

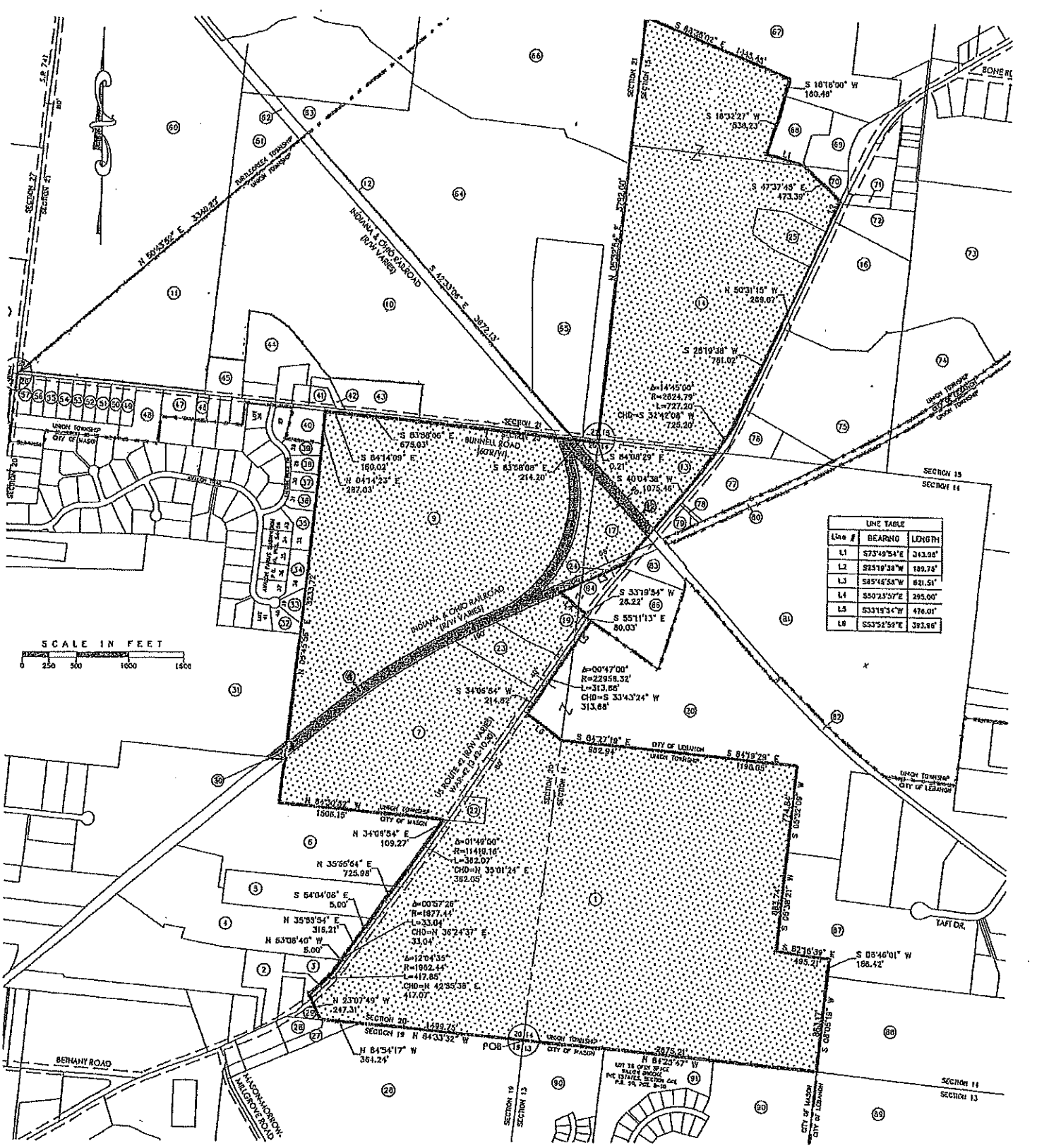
<u>Map ID #</u>	<u>Owner(s)</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Description</u>
1	Terra Firm DD, LLC	12-14-300-002	222.7418	Todorov farm – East side US 42

II) PARCELS WITH PAYMENTS COMPENSATING TOWNSHIP FOR LOST REVENUE AS PROVIDED BY R.C. 709.19:

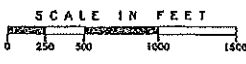
<u>Map ID #</u>	<u>Owner(s)</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Description</u>
7	City of Mason	12-20-400-013	50.4664	Todorov farm – West side US 42
19	City of Mason	12-20-200-011	5.5942	
9	City of Mason	12-20-200-008	106.5796	
17	City of Mason	12-14-100-011	9.155	
		(Total)	<u>171.7952</u>	
14	City of Mason	12-15-300-015	121.052	Castle farm
25	City of Mason	12-15-300-016	5	
		(Total)	<u>126.052</u>	
19	AMSS 3, LLC	12-14-100-001	12.48	Smith's triangular parcel with Block House that fronts on US 42 and Bunnell Rd. (back to the RR track)
23	Klasmeier, Lawrence E & Mary Janet	12-20-200-012	6.0756	Mulch Operation
22	Nixon, Joshua & Zachariah	12-20-400-005	1.4	Nixon Glass

III) NECESSARY RAILROAD PROPERTY AND R/W – PARCELS WITH NO COMPENSATION FOR LOST REVENUE, IF ANY:

<u>Map ID #</u>	<u>Owner(s)</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Description</u>
24	City of Lebanon	12-14-502-001	As Shown on Map	Railroad R/W only (Yellow Highlight Area)
12	Indiana & Ohio Railroad Co.	12-14-502-002	As Shown on Map	Railroad R/W only (Blue Highlight Area)
8	Indiana & Ohio Railroad Co.	12-21-502-003	As Shown on Map	Railroad R/W only (Green Highlight Area)
30	Indiana & Ohio Railroad Co.	12-20-502-002	As Shown on Map	Railroad R/W only (Pink Highlight Area)
2	Guy Duren	12-20-400-012	0.099	Right-of-way only
3	H.W.C.S. LTD.	12-20-300-009	0.286	Right-of-way only
4	Schappacher	12-20-400-010	0.466	Right-of-way only
5	Schappacher	12-20-400-007	0.32	Right-of-way only
6	Schappacher	12-20-400-011	0.675	Right-of-way only
20	City of Lebanon	12-14-100-010	0.208	Right-of-way only
21	City of Lebanon	12-20-200-004	0.714	Right-of-way only



LINE #	BEARING	LENGTH
L.1	S73°49'54\"/>	



SECTION 19
SECTION 13
SECTION 13
SECTION 14
SECTION 13

Roadway Maintenance Agreement

This ROADWAY MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of the latest date of execution, by and between the Township of Union, Warren County, Ohio, an Ohio township (the "Township") and the City of Mason, Warren County, Ohio, an Ohio municipal corporation (the "City"), in accordance with the terms and provisions set forth herein.

Recitals

WHEREAS, the Township and City have entered into an Annexation Agreement authorized by Union Township Resolution No. 081715-01 and City of Mason Ordinance 2015-91. The territory that is subject to that Agreement is identified on the map attached as Exhibit "A". The annexation of a portion of the territory identified on Exhibit A will result in a section of Bunnell Road, consisting of 1,150 linear feet intersecting and west of U.S. 42 being in the City of Mason, but the remaining section of Bunnell Road remaining in and maintained by Union Township. All other roads in the nearby vicinity are State Routes maintained by ODOT. The parties agree it would be more efficient for the City to contract with the Township to maintain the section of Bunnell Road, consisting of 1,150 linear feet as illustrated in Exhibit "B"; and,

WHEREAS, the City and the Township desire to enter into this Roadway Maintenance Agreement to memorialize the substantive conditions related to the roadway maintenance and roadway capital improvement responsibilities and liability of both the City and the Township as it relates to the Right-of-way illustrated in Exhibit "B" attached hereto and made a part hereof following the annexation of all or any portion of Bunnell Road to the City.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Township and the City agree and bind themselves, their agents, officers, elected officials, employees, and successors, as follows:

1. Scope of Application for this Agreement. The express intent of this Agreement is to define the duties and responsibilities of both parties relating to the performance of all maintenance items as defined herein upon the annexation(s) of all or any portion of Bunnell Road identified on Exhibit "B" to the City. Said maintenance duties and responsibilities shall be limited to the section of the subject right-of-way of Bunnell Road illustrated on Exhibit "B", from the point of beginning of Bunnell Road at the intersection of State Route 42, westward 1,150 linear feet upon and following annexation to the City.
2. Roadway Maintenance. The timing of the maintenance duties and responsibilities shall be identical to the schedule of timing of the maintenance performed by the Township to remaining section of Bunnell Road maintained by the Township.

The following maintenance items shall be the responsibility of the Township from the intersection of Bunnell Road and State Route 42, westward a linear distance of 1,150 feet:

- Pothole repair/patching
- Pavement sealing
- Pavement striping
- Ditching
- Repair and upkeep of all culverts
- Traffic signs
- Berm repair
- Brush control and mowing
- Debris removal
- Snow and ice removal

3. Compensation. The City shall pay the sum of Five Hundred Dollars (\$500.00), annually, as compensation for the Township performing the maintenance duties and responsibilities as set forth herein. The City shall pay the said compensation once a year, and at any time during the calendar year.

4. Roadway Capital Improvements. For the purposes of this Agreement, "Capital Improvement" shall be defined as: "A change, permanent and fixed, consisting more than a routine repair or replacement or restoration." Said Capital Improvement items shall include but are not limited to the following list:

- Road realignment, both horizontal and vertical
- Pavement widening
- Traffic signals and appurtenances
- replacement of culverts
- Resurfacing (including items 446, 448, 402, 403, 404, 301 and 302)

A Capital Improvement shall be the sole responsibility of the City. The decision to make any Capital Improvement will be made only when a situation calls for such an improvement, and said decision will require only the consent and approval of the City.

5. Termination. This Agreement may be terminated by either party, without cause, with 60 days written notice to the other party.

6. Assumption of Risk. As of the effective date of this Agreement, the Township as the party responsible for the roadway maintenance described in Paragraph 2 herein, shall be solely responsible for any and all claims, demands, or causes of action which are in any way related to the roadway maintenance assigned to the Township by this Agreement.

7. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the City and the Township and their respective successors, subject, however, to the specific provisions hereof. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities that are not a party to this Agreement.

8. Severability. In the event that any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder of this agreement, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

9. Captions and headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or section hereof.

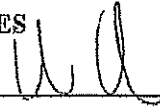
10. Amendment. This Agreement may only be amended, revised or altered pursuant to an amendment, in writing, executed by the City and Township and properly promulgated and approved in accordance with their respective legislative authorities, said legislative authorization to be within sixty (60) days of one another.

11. Governing law; venue and dispute resolution. This Agreement shall be governed under the laws of the State of Ohio. The venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement shall be brought in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), and the parties further waive any right to bring or remove such matters in or to any other state or federal court.

IN EXECUTION WHEREOF, the Union Township Board of Trustees, has caused this Agreement to be executed on the date stated below by Chris Koch, its President, pursuant to Resolution No. 090915-02 dated September 9, 2015.

UNION TOWNSHIP
BOARD OF TRUSTEES

SIGNATURE: _____



PRINTED NAME: Chris Koch

TITLE: President

DATE: 9/15/2015

Recommended by:

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

By: _____

Neil F. Tunison
Neil F. Tunison, P.E., P.S.

Date: 9/15/15

Prepared and approved as to form by:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO &
LEGAL COUNSEL FOR UNION TOWNSHIP

By: _____

Bruce A. McGary
Bruce A. McGary, Asst. Prosecutor

Date: 9/15/15

IN EXECUTION WHEREOF, the City of Mason, has caused this agreement to be executed by Eric Hansen, its City Manager, on the date stated below, as authorized by and pursuant to the Charter and ordinances of the City of Mason and laws of the state of Ohio, dated Sept. 18, 2015.

CITY OF MASON

SIGNATURE: 

PRINTED NAME: Eric Hansen

TITLE: City Manager

DATE: Sept. 18, 2015

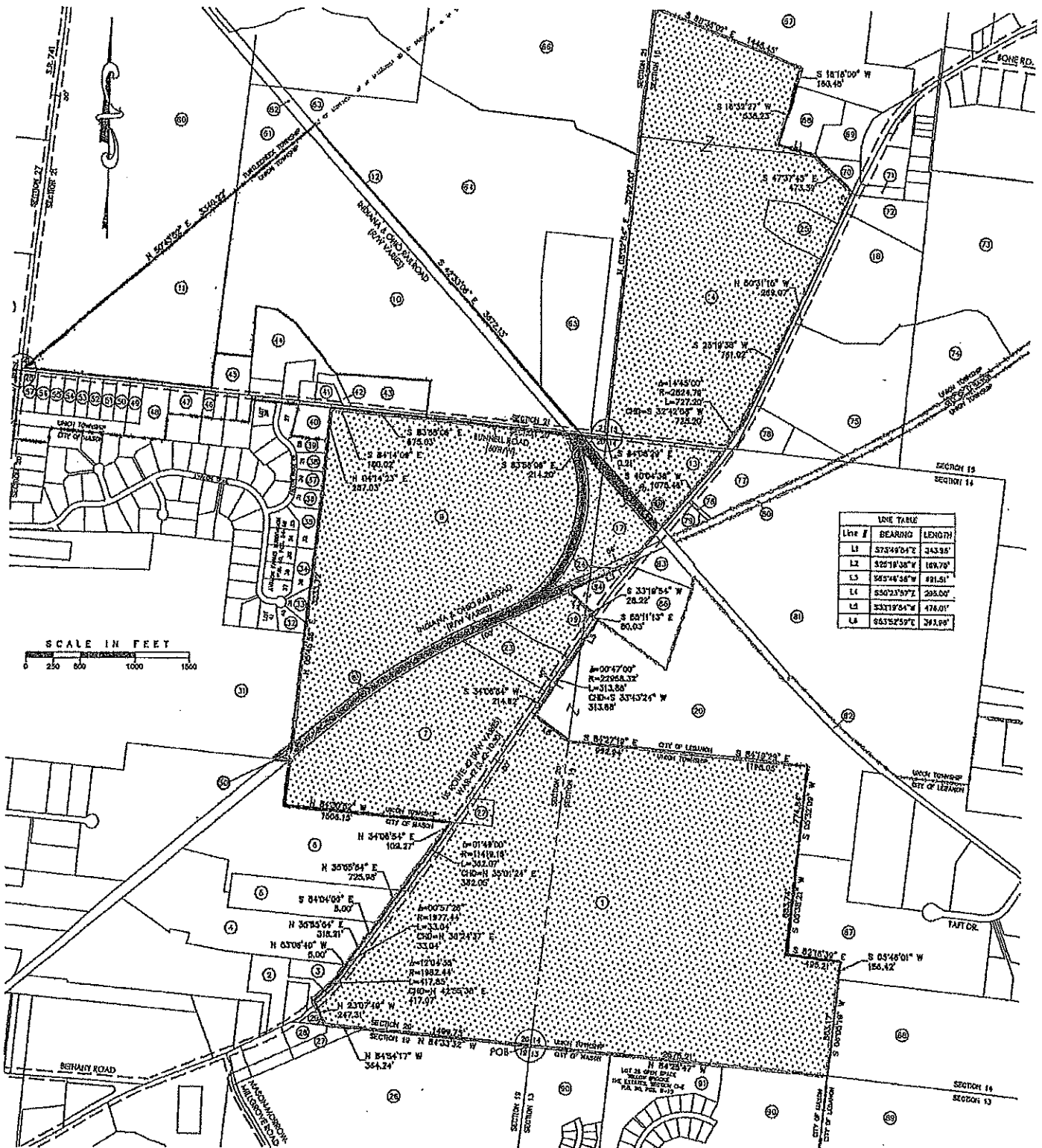
Approved as to form and correctness:

Law Director for the City of Mason

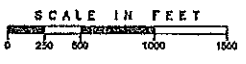
By: 

Name: Jeffrey D. Forbes

Date: Sept. 18, 2015



Line #	BEARING	LENGTH
L1	S73°49'04\" E	343.95'
L2	S25°18'38\" W	169.70'
L3	S65°44'58\" W	481.51'
L4	S50°23'57\" E	298.00'
L5	S33°18'54\" W	476.01'
L6	S63°52'59\" E	343.95'



SECTION 16
SECTION 13

TAYLOR

WAGON TOWNSHIP
CITY OF LEAVAN

SECTION 19
SECTION 14

SECTION 15
SECTION 14

WAGON TOWNSHIP
CITY OF LEAVAN

SECTION 17
SECTION 16

BOONE RD.

SECTION 17
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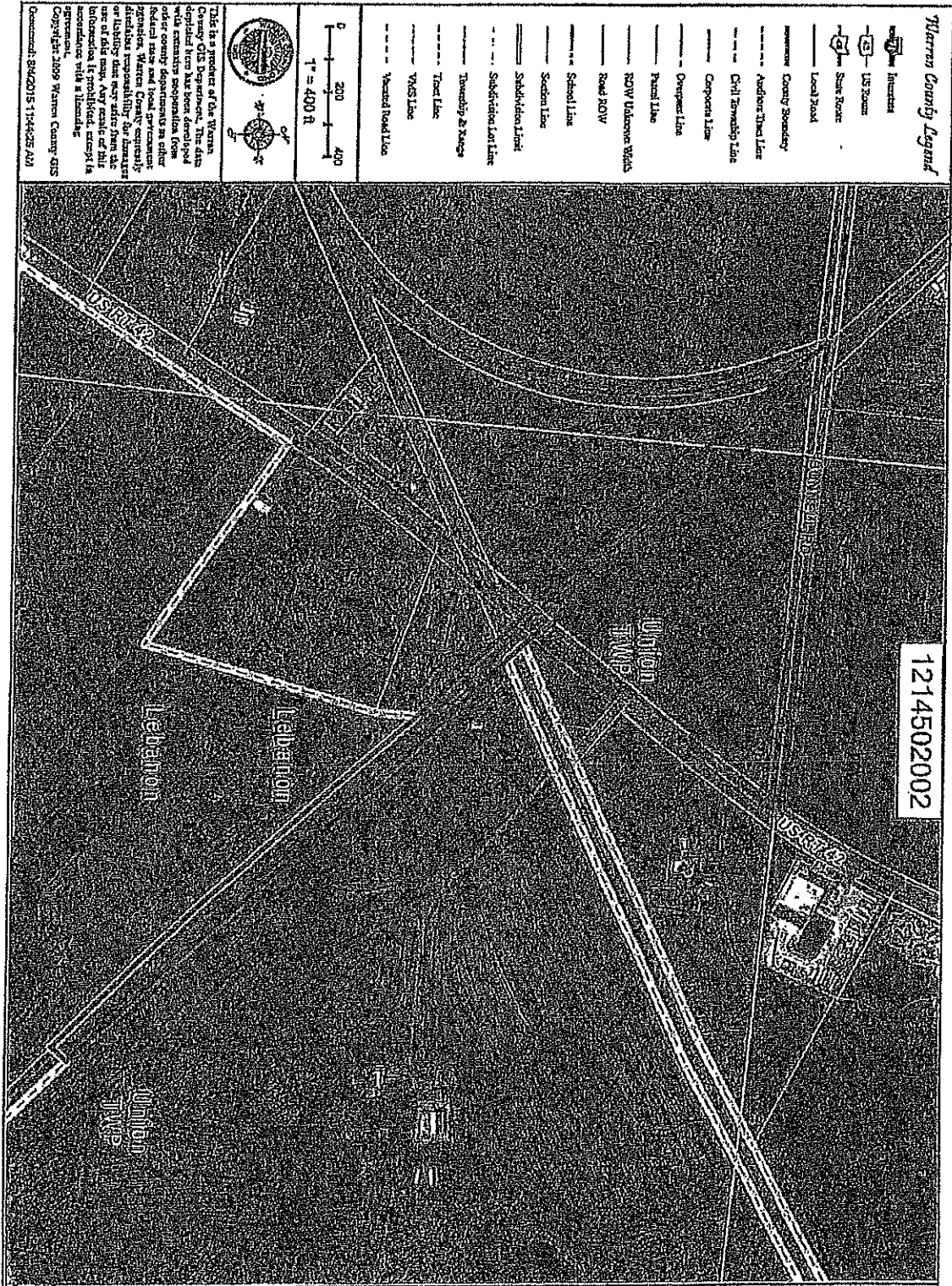
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SECTION 16



Warren County Legend

- Interstate
- US Route
- State Road
- Local Road
- County Boundary
- Auditor's Tract Line
- Civil Township Line
- Corporate Line
- Overpass Line
- Parcel Line
- ROW Unknown Width
- Road ROW
- School Line
- Section Line
- Subdivision Line
- Subdivision Lot Line
- Township & Range
- Tract Line
- VMS Line
- Mashed Road Line

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 Document: 8/4/2015 11:44:25 AM

-002

RECEIVED

LIST OF ALL TRACTS, LOTS OR PARCELS INSIDE AND ADJACENT TO
AND/OR ACROSS THE ROAD FROM THE TERRITORY TO BE ANNEXED

Ohio Revised Code §709.02(D)

2022 NOV -4 PM 3:02

WARREN COUNTY
COMMISSIONERS

Proposed Annexation of 137.419 Acres in Union Township,
to the City of Mason, Warren County, Ohio

<u>Name of Owner</u>	<u>Mailing Address</u>	<u>Parcel Number</u>
AMSS 3, LLC	227 Cincinnati Avenue Lebanon, OH 45036	12-14-100-001
City of Mason, Ohio	6000 Mason-Montgomery Rd. Mason, OH 45040	12-15-300-016 12-15-300-015 12-14-100-011 12-20-200-015
Indiana & Ohio Railway Company	200 Meridian Centre, Suite 300 Rochester, NY 14618	12-14-502-002 12-20-502-004
Ridgeview, LLC	3675 Taft Drive Lebanon, OH 45036	12-15-101-001 12-15-300-011 12-15-300-013 12-21-200-001
Dakin Kinkaid Nicole Dona	2628 S SR 42 Lebanon, OH 45036	12-15-300-002
Jessica L. Tate Casey Steven Campbell	2652 SR 42 Lebanon, OH 45036	12-15-300-005
RDJ Holdings LLC	2752 SR 42 Lebanon, OH 45036	12-15-300-009
The Golf Ranch, Inc.	3038 SR 42 Lebanon, OH 45036	12-15-300-023
JoyMart, LLC	PO Box 382 Lebanon, OH 45036	12-15-300-021

<u>Name of Owner</u>	<u>Mailing Address</u>	<u>Parcel Number</u>
Kevin J. O'Sullivan Tina M. O'Sullivan	3038 Route 42 Lebanon, OH 45036	12-14-100-019 12-14-100-020 12-14-100-022
The Highlands at Heritage Hill Community Association	4234 Mason Pointe Drive Suite 100 Mason, OH 45040	12-14-100-021
City of Lebanon	50 S. Broadway Lebanon, OH 45036	12-14-502-001
Jeffrey D. Benson	4085 SR 741 Lebanon, OH 45036	12-14-100-007
AMSS 2, LLC	227 Cincinnati Avenue Lebanon, OH 45036	12-21-300-011
Bunnell Road Farms, Ltd.	PO Box 498074 Cincinnati, OH 45249	12-21-400-003 12-21-400-004

**STATEMENT BY AGENT OF TERRITORY SOUGHT TO BE ANNEXED
TO THE CITY OF MASON, OHIO**

PROPOSED ANNEXATION: 137.419 Acres in Union Township, Warren County, Ohio
to the City of Mason, Ohio

PETITIONERS' AGENT

Jeffrey D. Forbes
Wood & Lamping
600 Vine Street, Suite 2500
Cincinnati, OH 45202
(513) 852-6000

ATTORNEY FOR AGENT

Catherine A. Cunningham, Esq.
Kegler, Brown, Hill & Ritter
65 East State Street
Columbus, Ohio 43215
(614) 462-5486
E-mail: ccunningham@keglerbrown.com

IDENTIFICATION OF OWNERS OF PROPERTY IN ANNEXATION TERRITORY:

<u>Name of Owner</u>	<u>Address of Property in Annexation Territory</u>	<u>Parcel Number</u>
AMSS 3, LLC	3011 Route 42 Mason, OH 45040	12-14-100-001
City of Mason, Ohio	2711 S. Route 42 Lebanon, OH 45036	12-15-300-016
	Route 42 Lebanon, OH 45036	12-15-300-015
Indiana & Ohio Railroad Company	US Route 42 Mason, OH 45040	12-14-502-002

NUMBER OF OWNERS OF TERRITORY SOUGHT TO BE ANNEXED: 3

NUMBER OF OWNERS IN ANNEXATION TERRITORY
INCLUDED IN DETERMINING THE NUMBER OF OWNERS
NEEDED TO SIGN THE ANNEXATION PETITION (R.C. 709.02(E)): 1

NUMBER OF NEEDED OWNERS THAT SIGNED
THE ANNEXATION PETITION: 1

NUMBER OF OWNERS THAT SIGNED THE ANNEXATION PETITION 2

The annexation petition is signed by 100% of the owners of real estate in the territory proposed for annexation as determined and required by R.C. 709.02 and the City of Mason who is an owner permitted, but not required, to sign.

FINAL REPORT

WARREN COUNTY ENGINEERS OFFICE
TAX MAP DEPARTMENT
ANNEXATION REVIEW REPORT
(In Accordance With O.R.C. 709.031)
"EXHIBIT F"

Annexation to: MASON

Date Filed: 11-1-22

Filed by: J.W. SMITH

Total Acreage: 137.419

I. MAP CONTENTS

- | | | | |
|---|-------------------------------------|----|-----|
| a) Section-Town-Range, or Military Survey, County, and State | <input checked="" type="checkbox"/> | NO | N/A |
| b) Boundary of Territory proposed for annexation to be in bold lines for ease in identification | <input checked="" type="checkbox"/> | NO | N/A |
| c) Lengths and bearings of the boundary of the territory. (May be obtained from county records) | <input checked="" type="checkbox"/> | NO | N/A |
| d) All roads and streets. | <input checked="" type="checkbox"/> | NO | N/A |
| e) All existing corporation lines. | <input checked="" type="checkbox"/> | NO | N/A |
| f) All section, quarter section or VMS lines correctly labeled. | <input checked="" type="checkbox"/> | NO | N/A |
| g) All property lines. | <input checked="" type="checkbox"/> | NO | N/A |
| h) Names of all allotments within the territory with plat book and page as recorded in the County plat records. | <input checked="" type="checkbox"/> | NO | N/A |
| i) Lot numbers on plotted property. | <input checked="" type="checkbox"/> | NO | N/A |
| j) On unplotted property, the names of owners and deed reference with the acreage and dimensions. | <input checked="" type="checkbox"/> | NO | N/A |
| k) Annexation must be contiguous to 5% of existing corp. line <u>~10%</u> | <input checked="" type="checkbox"/> | NO | N/A |

II. LEGEND CONTENTS

- | | | | |
|---|-------------------------------------|----|-----|
| a) Formal identification of territory | <input checked="" type="checkbox"/> | NO | N/A |
| b) Total acreage in annexation territory with acreage breakdown of each individual parcel. | <input checked="" type="checkbox"/> | NO | N/A |
| c) Lengths of each road in territory | <input checked="" type="checkbox"/> | NO | N/A |
| d) North arrow | <input checked="" type="checkbox"/> | NO | N/A |
| e) Scale of map | <input checked="" type="checkbox"/> | NO | N/A |
| f) Date and name of surveyor with certification, preparer of map shall state if map and description are prepared by new survey or if prepared by existing deeds and plats of records. | <input checked="" type="checkbox"/> | NO | N/A |
| g) Vicinity map to designate location of annexation. | <input checked="" type="checkbox"/> | NO | N/A |

III. OTHER REQUIREMENTS

- | | | | |
|---|-------------------------------------|----|-----|
| a) Map on 24" x 36" mylar or linen reproducible | <input checked="" type="checkbox"/> | NO | N/A |
| b) Accurate map | <input checked="" type="checkbox"/> | NO | N/A |
| c) Description accurate and in accordance with plat | <input checked="" type="checkbox"/> | NO | N/A |
| d) Number of property owners in territory | <input checked="" type="checkbox"/> | NO | N/A |
| e) Number of property owners signing the petition | <input checked="" type="checkbox"/> | NO | N/A |
| f) Signature Block for Warren County Commissioners | <input checked="" type="checkbox"/> | NO | N/A |
| g) Signature Block for City or Village Officials | <input checked="" type="checkbox"/> | NO | N/A |
| h) Signature Block for Warren County Auditor | <input checked="" type="checkbox"/> | NO | N/A |
| i) Signature Block for Warren County Recorder | <input checked="" type="checkbox"/> | NO | N/A |
| j) List parcels within and adjacent to annexation area. Include names, addresses and parcel numbers. This list should be contained in the petition. | <input checked="" type="checkbox"/> | NO | N/A |

Engineer's Office Comments: ① WILL CREATE A SEGMENT OF ROAD IN MASON.

Reviewed by: BOB FOX

Date: 11-3-22

Nell F. Tunison
Nell F. Tunison P.E., P.S.
Warren County Engineer

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-1726

Adopted Date November 08, 2022

APPROVE ANNEXATION OF 137.419 ACRES TO THE CITY OF MASON, JEFFERY FORBES, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Jeffrey Forbes, Agent to annex 137.419 acres to the City of Mason filed on the 24th day of October 2022; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 8th day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Jeffrey Forbes, Agent
RZC
Auditor _____
City of Mason

RPC
Map Room
Annexation file
Union Township

Resolution

Number 23-0170

Adopted Date February 07, 2023

AUTHORIZE COUNTY ADMINISTRATOR OR DEPUTY COUNTY ADMINISTRATOR TO SIGN ALL DOCUMENTS RELATIVE TO THE OPIOID LITIGATION- NATIONAL SETTLEMENTS WITH CVS, WALGREENS, WALMART, TEVA AND ALLERGEN

WHEREAS, Warren County has been participating in the One Ohio Opioid Settlement with the Big Three Distributors and Johnson and Johnson; and

WHEREAS, as part of that continued litigation there have been settlements negotiated with CVS, Walgreens, Walmart, Teva and Allergen; and

WHEREAS, as part of the continued litigation with the five aforementioned companies, additional documents will be required to be signed; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator or the Deputy County Administrator to sign all documents relative to the Opioid Litigation with CVS, Walgreens, Walmart, Teva and Allergen.

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 February 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

Cc: Litigation file
T. Zindel
Frank Gallucci, Attorney

Resolution

Number 23-0171

Adopted Date February 07, 2023

ADMINISTER DISCIPLINARY ACTION AGAINST DOYLE JOHNSON WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Johnson, Deputy Chief Operator, within the Water and Sewer Department, was charged with multiple violations of the Warren County Personnel Policy, specifically relating to seriously poor housekeeping and failure to maintain an adequate logbook in accordance with EPA recommendations and departmental directives; and

WHEREAS, The Sanitary Engineer requested a Pre-Disciplinary conference for the above violations; and

WHEREAS, Mr. Johnson was given notification of a discipline hearing on January 18, 2023; and

WHEREAS, Mr. Johnson attended the Pre-disciplinary Conference; and

WHEREAS, the hearing officer substantiated the following charges for the housekeeping violation:

Group 1 #8 - Creating or contributing to less than serious unsanitary or unsafe conditions or poor housekeeping

#12 – Failure to use reasonable care of County property

#15 – Failure to observe departmental rules, procedures, and /or practices

#23 – Not maintain appropriate dress attire or hygiene

Group 2 #8 – Creating or contributing to a serious unsanitary or unsafe conditions or poor housekeeping

#16 – Severe disregard of department rules, procedures or practices

Group 3 #2 – Wanton, willful or gross neglect in the performance of assigned job duties or in the care, use, or custody of County property or equipment.

#17 – Insubordination;

WHEREAS, the hearing officer substantiated the following charges for the logbook violation;

Group 1 #15 – Failure to observe departmental rules, procedures, and /or practices:

#19 – Disregarding job duties by neglect of work and/or failure to complete work or tasks in a timely manner

#20 – Unsatisfactory work or failure to maintain required standards of performance

Group 2 #16 – Severe disregard of department rules, procedures or practices

Group 3 #2 – Wanton, willful or gross neglect in the performance of assigned job duties or in the care, use, or custody of County property or equipment.

#17 – Insubordination; and

WHEREAS, it is the recommendation of the Sanitary Engineer that Mr. Johnson serve a 15-day suspension without pay; and

RESOLUTION 23-0171

FEBRUARY 07, 2023

PAGE 2

NOW THEREFORE BE IT RESOLVED, that Doyle Johnson, Deputy Chief Operator, within the Water and Sewer Department, has committed acts of unsatisfactory performance, insubordination, neglect of duty, violation of policy or work rules of the County and the Water and Sewer Department, failure of good behavior, and acts of misfeasance, malfeasance, and nonfeasance, all of which justify suspension pursuant to R.C. 124.34; and

BE IT FURTHER RESOLVED, that Doyle Johnson, Deputy Chief Operator within the Water and Sewer Department, shall be disciplined for the violations as set forth herein, the penalty for which shall consist of fifteen-day suspension will to be served February 9, 2023 through March 1, 2023; and

BE IT FURTHER RESOLVED, that this action shall become a part of Mr. Johnson's personnel file.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 7th day of February 2023.

BOARD OF COUNTY COMMISSIONERS

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

Tina Osborne, Clerk

H/R

cc: Water and Sewer (file)
Doyle Johnson's Personnel File
OMB (Sue Spencer)
SERB (certified copy)