

Resolution

Number 25-0197

Adopted Date February 18, 2025

HIRING MADELINE SOBECKI AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

BE IT RESOLVED, to hire Madeline Sobecki as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective February 24, 2025, at a starting rate of \$23.46 per hour, subject to a negative background check and drug screen and a 365-day probationary period.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Emergency Services (file)
M. Sobecki's Personnel file
OMB- Sue Spencer

Resolution

Number 25-0198

Adopted Date February 18, 2025

HIRING DINESH PALANISWAMY AS DIRECTOR OF ENGINEERING WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

NOW THEREFORE BE IT RESOLVED, to hire Dinesh Palaniswamy as Director of Engineering within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), \$5,192.31, bi-weekly, effective May 5, 2025, subject to a negative background check, drug screen, and a 365-day probationary period.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: D. Planisway's Personnel file
Water/Sewer (file)
OMB – Sue Spencer

Resolution

Number 25-0199

Adopted Date February 18, 2025

APPROVING THE RECLASSIFICATION OF SYDNEY NEWELL FROM ASSESSMENT/
INVESTIGATIVE CASEWORKER III TO LEAD CASEWORKER WITHIN THE WARREN
COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES
DIVISION

WHEREAS, the Deputy Director of Children Services has indicated that Ms. Newell is performing the duties of a Lead Caseworker and desires to reclassify her to said position.

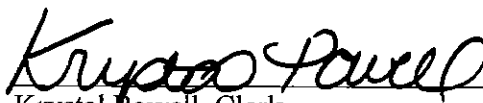
NOW THEREFORE BE IT RESOLVED, to reclassify Sydney Newell to the position of Lead Caseworker, non-exempt, pay range #188, \$28.48 per hour, effective pay period beginning February 8, 2025.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
S. Newell's Personnel file
OMB – Sue Spencer

Resolution

Number 25-0200

Adopted Date February 18, 2025

APPROVING A WAGE INCREASE FOR SCOTT DANE, COLLECTIONS WORKER III,
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Dane has completed the requirements for backhoe operations, and Mr. Dane also holds a CDL license and a Collection Systems Class 1 certification.

NOW THEREFORE BE IT RESOLVED, to approve a wage increase for Scott Dane, Collections Worker III, within the Water and Sewer Department to \$31.19 per hour, effective pay period beginning February 22, 2025.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Water/Sewer (file)
S. Dane's Personnel file
OMB – Sue Spencer

Resolution

Number 25-0201

Adopted Date February 18, 2025

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR AMANDA JOHNSON WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Amanda Johnson, Adoption Caseworker I, within the Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Amanda Johnson's completion of 365-day probationary period and a pay increase to rate of \$25.62 hourly, effective pay period beginning February 22, 2025.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0202

Adopted Date February 18, 2025

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR TABATHA INGRAM WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Tabatha Ingram, Eligibility Referral Specialist II, within the Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Tabatha Ingram's completion of 365-day probationary period and a pay increase to rate of \$20.63 hourly, effective pay period beginning February 22, 2025.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Human Services (file)
T. Ingram's Personnel File
OMB – Sue Spencer

Resolution

Number 25-0203

Adopted Date February 18, 2025

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR CHARLES DANIELS WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Charles Daniels, Water Distribution Worker II, within the Water and Sewer Department has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Charles Daniels' completion of 365-day probationary period and a pay increase to rate of \$25.46 hourly, effective pay period beginning February 22, 2025.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water and Sewer (file)
C. Daniels' Personnel File
OMB – Sue Spencer

Resolution

Number 25-0204

Adopted Date February 18, 2025

APPROVING THE PROMOTION OF CHARLES DANIELS TO THE POSITION OF WATER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Daniels has completed his backhoe training and is eligible to be promoted to a Water Distribution Worker III classification; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Charles Daniels to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, 29.71 per hour, effective pay period beginning February 22, 2025.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
C. Daniels' Personnel file
OMB – Sue Spencer

Resolution

Number 25-0205

Adopted Date February 18, 2025

ACCEPTING THE RESIGNATION, DUE TO RETIREMENT, OF MARGARET HUDDLESTON, ADMINISTRATIVE ASSISTANT, WITHIN OHIOMEANSJOBS WARREN COUNTY, EFFECTIVE FEBRUARY 28, 2025

BE IT RESOLVED, to accept the resignation, due to retirement, of Margaret Huddleston, Administrative Assistant, within OhioMeansJobs Warren County, effective February 28, 2025.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: OhioMeansJobs (file)
M. Huddleston's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 25-0206

Adopted Date February 18, 2025

AUTHORIZING THE POSTING OF THE " DATA TECHNICIAN I" POSITION, WITHIN THE TELECOMMUNICATIONS DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for a "Data Technician I" position within the Telecommunications Department.

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Data Technician II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 12, 2025.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Telecom (File)
OMB – Sue Spencer

Resolution

Number 25-0207

Adopted Date February 18, 2025

AUTHORIZING THE POSTING FOR ADMINISTRATIVE ASSISTANT POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the Administrative Assistant position within the Facilities Management Department.

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Assistant" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 18, 2025.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

Resolution

Number 25-0208

Adopted Date February 18, 2025

ADOPTING CLASSIFICATIONS SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF OPERATIONS MANAGER WITHIN FACILITIES MANAGEMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Director has requested that the position Operations Manager be created within Facilities Management; and

WHEREAS, the Human Resource Manager has reviewed the new classification/specification and has made recommendation to the Board of Commissioners to create the classification specification of Operations Manager within Facilities Management; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification.

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Operations Management, pay range assignment of #B-20, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Operations Management, effective February 18, 2025.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Classification/Compensation file
Facilities Management (file)
OMB – Sue Spencer

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 2 of 2

TITLE: Operations Manager

PAY RANGE: 20

10. Helps maintain departmental records, communications, files and drawings for current and past projects.
11. Attends meetings as required by the Director to properly carry out departmental functions.
12. Helps ensure compliance with all life safety and security protocol.
13. Follows all safety and health practices of the Warren County Board of Commissioners.
14. Helps ensure compliance with the Warren County Personnel Policy and Procurement Policy.
15. Demonstrates a regular and predictable attendance.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: various construction trades, maintenance, grounds and custodial techniques, procedures, applications, products and equipment; blueprint reading and technical specifications, safety practices and procedures, building security protocol, accepted industry standards, office procedure and documentation practices; current ADA, OSHA, EPA and regulatory compliance standards and codes; through and broad based computer skills including AutoCAD; departmental policies and procedures, County personnel policy, rules and regulations.

Ability to: evaluate individual job requirements, estimate, advise and recommend corrective action; perform under administrative direction; cooperate with various county staff and public; communicate effectively, handle sensitive issues and materials; handle public relations.

Skill in: Leadership, management, communication, and organization.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: OPERATIONS MANAGER
FACILITIES MANAGEMENT

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	D	90
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	E	75
#6	Responsibility for Safety of Others	D	68
#7	Responsibility for Completing Records and Reports	D	72
#8	Personal Contacts	C	23
#9	Work Environment and Physical Demands	C	34
	TOTAL POINT FACTOR ASSIGNMENT		<u>688</u>
	RANGE		#B-20

Resolution

Number 25-0209

Adopted Date February 18, 2025

AUTHORIZING THE POSTING FOR OPERATIONS MANAGER, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the Operations Manager position within the Facilities Management Department.

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Operations Manager" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning February 18, 2025. Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

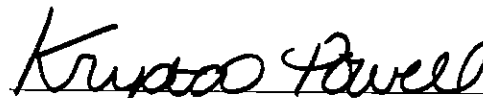
Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

Resolution

Number 25-0210

Adopted Date February 18, 2025

AMENDING RESOLUTION #25-0004, ADOPTED JANUARY 3, 2025 TO CORRECT THE EXPIRATION DATE FOR THE APPOINTMENT OF SARAH HULL TO THE WARREN COUNTY REHAB BOARD

WHEREAS, pursuant to Resolution #25-0004, adopted January 3, 2025, this Board appointed Sarah Hull to the Warren County Rehab Board; and

WHEREAS, due to a clerical error the resolution stated that Mrs. Hull's appointment would expire on December 31, 2024; and

WHEREAS, it is necessary to amend the resolution to reflect the correct expiration date of December 31, 2025.

NOW THEREFORE BE IT RESOLVED, to amend Resolution #25-0004, adopted January 3, 2025, to reflect the correct expiration date of December 31, 2025, for Sarah Hull's term on the Warren County Rehab Board.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Appointment file
Appointee
OGA (file)
L. Lander

Resolution

Number 25-0211

Adopted Date February 18, 2025

RESCINDING RESOLUTION #25-0079 AND ENTERING INTO A NEW AGREEMENT WITH THE SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) ON BEHALF OF WARREN COUNTY TRANSIT

WHEREAS, pursuant to Resolution #25-0079, adopted January 21, 2025, this Board entered into an agreement with SORTA related to the I-71 Bus Route: and

WHEREAS, Section 4 of said agreement is not applicable, and a revised agreement needs to be approved.

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #25-0079 and authorize the President of the Board to enter into a new agreement with the Southwest Ohio Regional Transit Authority (SORTA) on behalf of Warren County Transit, as attached hereto and made a part hereof.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: c/a – SORTA (Southwest Ohio Regional Transit Authority)
Transit (file)

**AGREEMENT BETWEEN
WARREN COUNTY and
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY**

This Agreement, dated January 28, 2025, is by and between the Warren County and the Southwest Ohio Regional Transit Authority (SORTA) for the provision of transit services to Warren County by SORTA.

1. SERVICE:

For the term of this Agreement, SORTA agrees to operate Route 71 express and reverse commute service. SORTA agrees to operate seven (7) A.M. trips and six (6) P.M. trips on Route 71. Included in this route are two (2) A.M. "reverse commute" trips and two (2) P.M. "reverse commute" trips designed to bring commuters from downtown to Warren County. Levels of service/routing may be modified at the discretion of SORTA based on performance measures. Modifications will occur within SORTA's operator pick schedules, and SORTA will provide public notices, as required by the Federal Transit Administration (FTA). Warren County agrees that SORTA will be the exclusive provider of Warren County funded commuter express and reverse commute services between Warren County and downtown Cincinnati for the term of this Agreement.

2. FARES:

The current one-way fare for Route 71 is \$3.75. Fares are to be set by SORTA at its sole discretion.

3. PAYMENT:

For the period of January 28, 2025 through January 28, 2026, Warren County shall pay SORTA an amount equal to 50% of its 5307 federal funding for the federal fiscal year ending September 30, 2025, for the provision of specified transit services described in Section 1.

4. NATIONAL TRANSIT DATABASE:

SORTA, as the provider of the service, shall continue to report all service statistics, ridership, etc., in fulfillment of the National Transit Database (NTD) reporting requirements.

5. TERM:

The term of this Agreement shall be from January 28, 2025, through January 28, 2026. This Agreement shall thereafter automatically renew for two (2) additional

one-year terms unless either party gives notice of cancellation as set forth below.

6. TERMINATION:

This Agreement may be terminated by either party by giving a 120-day notice in writing to the other party of the intent to cancel this agreement. In the event this agreement is canceled, the funds will be prorated for the months service was run.

7. PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS:

SORTA (the contractor) agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administration, the State Oversight Agency of Ohio, or Warren County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as required under 49 CFR Part 655 and review the testing process. The contractor further agrees to certify annually its compliance with Parts 655 as required and to submit the FTA Management Information System (MIS) reports on or before March 15th, with a copy to Mr. Dave Gully, Warren County Administrator, 406 Justice Drive, Lebanon, Ohio, 45036. To certify compliance, the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The contractor will likewise provide Warren County a copy of any FTA Office of Safety and Security Audits of the contractor's drug and alcohol testing program that may be conducted during the term of this Agreement.

8. AMERICANS WITH DISABILITIES (ADA) MAINTENANCE OF BUS ACCESSIBILITY FEATURES:

For all vehicles used in this Agreement, SORTA (the contractor) agrees to maintain in operative condition vehicle accessibility features such as lifts, ramps, annunciators, and securement devices, and to produce any documentation necessary to establish its compliance with ADA maintenance requirements. Furthermore, the contractor agrees to permit Warren County to inspect its maintenance and operations policies, procedures, and records to assure compliance with the ADA maintenance requirements.

9. NOTICE:

All correspondence in connection with this Agreement shall be in writing and sent to the following:

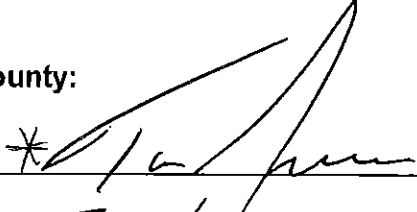
For Warren County:

Tom Grossman, President Warren County
406 Justice Drive
Lebanon, OH 45036

For SORTA:

Darryl Haley, CEO and General Manager SORTA/Metro
525 Vine Street, Suite 500
Cincinnati, OH 45202

Warren County:

Signature: 

Name: Tom Grossmann

Title: President Date: 8/18/25

Southwest Ohio Regional Transit Authority:

Signature: _____

Name: _____

Title: _____ Date: _____

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 25-0212

Adopted Date February 18, 2025

APPROVING NOTICE OF INTENT TO AWARD BID TO W.E. SMITH CONSTRUCTION FOR THE 2025 PIER WALL PROJECT

WHEREAS, bids were closed at 9:30 a.m., on February 12, 2025, and the bids received were opened and read aloud for the 2025 Pier Wall Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Logan Smith, Project Engineer, W.E. Smith Construction has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the contract to W.E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio 45107, for a total bid price of \$582,022.93; and

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

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

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

Resolution adopted this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
Bid file

Resolution

Number 25-0213

Adopted Date February 18, 2025

**APPROVING NOTICE OF INTENT TO AWARD BID TO SHOOK CONSTRUCTION FOR
THE RICHARD A. RENNEKER WATER TREATMENT PLANT ION EXCHANGE
IMPROVEMENTS PROJECT**

WHEREAS, bids were closed at 2:00 p.m., on February 13, 2025, and the bids received were opened and read aloud for the Richard A. Renneker Water Treatment Plant Ion Exchange Improvements Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Brausch, Sanitary Engineer, Shook Construction has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to W.E. Smith Construction, 2000 West Dorothy Lane, Moraine, Ohio 45439, for a total bid price of \$4,612,000.00; and

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

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
Bid file

Resolution

Number 25-0214

Adopted Date February 18, 2025

APPROVING ADDENDA TO AGREEMENT WITH KJ'S BRIGHTER DAYS LLC
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with KJ's Brighter Days LLC relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – KJ's Brighter Days LLC
Children Services (file)

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Warren County Children Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services
416 S East St
Lebanon, OH 45036

And KJ's Brighter Days LLC hereinafter "Provider," whose address is:

KJ's Brighter Days LLC
36 W Norman Ave
Dayton, OH 45405

Collectively the "Parties".

Contract ID: 19394936

Originally Dated: 06/01/2024 to 05/31/2025

Ohio Department of Job and Family Services


**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 1:


Addenda Reason: Other
Addenda Begin Date: 06/01/2024
Addenda End Date:
Increased Amount:
Article Name:
Addenda Reason Narrative:
Need to add the State approved ceiling rate amount of \$356.00 to the original contract.

SIGNATURE OF THE PARTIES

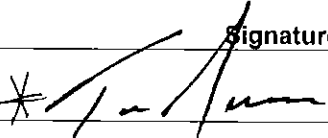
Provider: KJ's Brighter Days LLC

Print Name & Title	Signature	Date
Jerrold Zuckery, Operations Manager		1-20-25


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Tanya Sellers, Deputy Director		2/10/25

Additional Signatures

Print Name & Title	Signature	Date
Tom Grossmann, President		2/18/25

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: KJ's Brighter Days LLC / 28596550

Run Date: 01/10/2025
 Contract Period: 06/01/2024 - 05/31/2025

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Norman Avenue Group Home (21002)	7660564		\$309.00	\$52.00							\$361.00	06/01/2024	05/31/2025
Norman Avenue Group Home (21002)	7660564		\$316.00	\$40.00							\$356.00	06/01/2024	05/31/2025
Norman Avenue Group Home (21002)	7660564		\$368.00	\$52.00							\$420.00	06/01/2024	05/31/2025

Resolution

Number 25-0215

Adopted Date February 18, 2025

ACKNOWLEDGING THE APPROVAL OF AN AGREEMENT, BY THE WARREN COUNTY SHERIFF'S OFFICE WITH THE U.S. ARMY CORPS OF ENGINEERS FOR LAW ENFORCEMENT SERVICES AT CAESER CREEK LAKE, WARREN COUNTY OHIO AND APPROVING AN AMENDMENT TO SAID AGREEMENT

WHEREAS, on January 18, 2022, the Warren County Sheriff's Office signed an agreement with the U.S. Army Corps of Engineers for law enforcement services at Caesar Creek Lake; and

WHEREAS, said agreement should have been approved by the Board of County Commissioners; and

WHEREAS, this Board wished to acknowledge the approval of said agreement by the Warren County Sheriff's Office; and

WHEREAS, due to services being less than expected, the Sheriff's Office and the Corp of Engineers wish to amend said agreement to reflect a decrease in line items by a total of \$932.00.

NOW THEREFORE BE IT RESOLVED, to acknowledge the approval of the agreement with the U.S. Army Corps of Engineers for Law Enforcement Services at Caesar Creek Lake and approve an amendment to said agreement on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—U.S. Army Corp
Sheriff (file)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **3**

2. AMENDMENT/MODIFICATION NO. **P00006** 3. EFFECTIVE DATE: [] 4. REQUISITION/PURCHASE REQ. NO. **SEE SCHEDULE** 5. PROJECT NO. (If applicable): []

6. ISSUED BY: **U. S. ARMY ENGINEER DISTRICT, LOUISVILLE
600 DR. MARTIN LUTHER KING, JR. PLACE
ROOM 821
LOUISVILLE KY 40202-2239** CODE: **W912QR** 7. ADMINISTERED BY (If other than item 6): **See Item 6** CODE: []

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **COUNTY OF WARREN
WARREN COUNTY SHERIFFS OFC
822 MEMORIAL DR
LEBANON OH 45036-2355** 9A. AMENDMENT OF SOLICITATION NO.: [] 9B. DATED (SEE ITEM 11): [] 10A. MOD. OF CONTRACT/ORDER NO. **W912QR22P0008** 10B. DATED (SEE ITEM 13): []

CODE **65QCS** FACILITY CODE: []

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, is not extended.
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required): **See Schedule**


**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Service**
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: **h2ct9mws25376**
Contract **W912QR22P0008** for Law Enforcement Services at Caesar Creek Lake, Warren County, Ohio is hereby modified as follows:
a. Due to services being less than expected, the Government hereby decreases Line Item 0002 by \$1.00, Line Item 0003 by \$1.00, and Line Item 0008 by \$930.00 for a total of \$932.00.
b. As a result, the total dollar amount of this contract is decreased by \$932.00 from \$105,183.75 to \$104,251.75.
c. All other terms and conditions remain the same.
d. This modification is effective the date of the Contracting Officer's signature.

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): **Tom Grossmann, President** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): []
15B. CONTRACTOR/OFFEROR: **[Signature]** 15C. DATE SIGNED: **2/18/25** 16B. UNITED STATES OF AMERICA BY: [] 16C. DATE SIGNED: []
(Signature of person authorized to sign) (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$932.00 from \$105,183.75 to \$104,251.75.

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has decreased by 0.01 from 330.0999 to 330.08542.
The total cost of this line item has decreased by \$1.00 from \$22,800.00 to \$22,799.00.

CLIN 0003

The pricing detail quantity has decreased by 0.01 from 375.00 to 374.98543.
The total cost of this line item has decreased by \$1.00 from \$25,740.00 to \$25,739.00.

CLIN 0008

The pricing detail quantity has decreased by 375.00 from 375.00 to 0.00.
The total cost of this line item has decreased by \$930.00 from \$930.00 to \$0.00.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$932.00 from \$105,183.75 to \$104,251.75.

CLIN 0002:

AC: 096 NA X 2023 3123 000 0000 CCS: 210 H2 2023 08 2437 002350 96152 2520 2GF260 NA 2GF260 NA 2GF260 (CIN W22W9K231220120001) was decreased by \$1.00 from \$22,800.00 to \$22,799.00

CLIN 0003:

AD: 096NAX2024312300000000CCS:210H22024082437002350961522529280GB8 (CIN W22W9K331228370001) was decreased by \$1.00 from \$25,740.00 to \$25,739.00

CLIN 0008:

AE: 96X31230000 082437 25202FCH52002350 NA 96152 (CIN W22W9K331228370002) was decreased by \$930.00 from \$930.00 to \$0.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-DEC-2024	375	CAESAR CREEK LAKE 4020 N. CLARKSVILLE ROAD WAYNESVILLE OH 45068-9410 FOB: Destination	9655BP

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
31-DEC-2024	374.98543	CAESAR CREEK LAKE 4020 N. CLARKSVILLE ROAD WAYNESVILLE OH 45068-9410 FOB: Destination	9655BP

(End of Summary of Changes)

Resolution

Number 25-0216

Adopted Date February 18, 2025

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 2/11/25, 2/13/25, and 2/14/25 as attached hereto and made a part hereof.

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

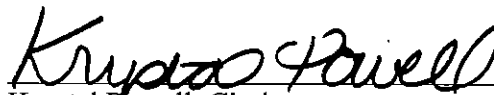
Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 25-0217

Adopted Date February 18, 2025

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CYPRESS POINT SUBDIVISION, SITUATED IN HAMILTON TOWNSHIP

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

AGREEMENT

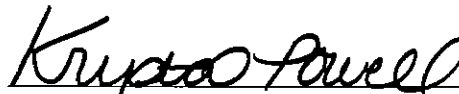
Bond Number	:	25-002 (W/S)
Development	:	Cypress Pointe
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$64,005.68
Surety Company	:	Hanover Insurance Company (1113303)

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

CGB

cc: M/I Homes of Cincinnati LLC, 9649 Waterstone Blvd, Cincinnati, OH 45246
Hanover Insurance Company, 440 Lincoln Street, Worcester, MA 06153
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

1113303 25-002 (43)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Cypress Pointe
Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in
Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$640,056.80,
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 \$64,005.68 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:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd

Cincinnati, OH 45246

Ph. (513) 248 - 5400

D. To the Surety:

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 06153

Ph. (508) 823 - 7200

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: 

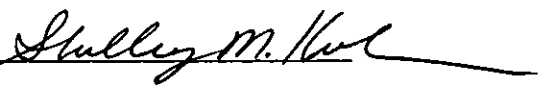
PRINTED NAME: Zachary Sugarman

TITLE: VP, Deputy GC

DATE: 1/16/25

SURETY:

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

SIGNATURE: 

PRINTED NAME: Shelley M. Kuhn

TITLE: Attorney-in-Fact

DATE: January 15, 2025

[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 25-0217, dated 2/18/25.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 2/18/25

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Julleann J. Johnston, Denise Nelson, Michael D. Ward, Stephanie McQuillen, Heather Wojciechowski, and/or Shelley M. Kuhn Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 8th day of August, 2024



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

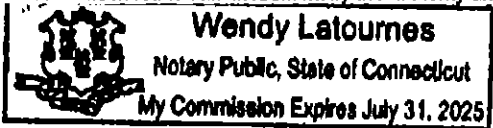
James H. Kawleski
James H. Kawleski, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Juella M. Mendoza
Juella M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 8th day of August 2024 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Wendy Latournes
Wendy Latournes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 15th day of January 2025

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America
John Rowedder
John Rowedder, Vice President

Resolution

Number 25-0218

Adopted Date February 18, 2025

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN CYPRESS POINTE SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	25-002 (P/S)
Development	:	Cypress Pointe
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$215,378.55
Surety Company	:	The Hanover Insurance Company (1113301)

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

1113301

25-002 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$ 1,076,892.75, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$ 110,273.85; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$215,378.55 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$215,378.55 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

M/I Homes of Cincinnati, LLC
9349 Waterstone Blvd. #100
Cincinnati, OH 45249
Ph. (513) 248 - 5400

D. To the Surety:

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653

Ph. (508) 823 _7200

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)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: 

PRINTED NAME: Mark Kirkendall

TITLE: VP, Treasurer

DATE: 1/15/2025

SURETY:

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

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: January 13, 2025

[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 25-0218, dated 2/18/25.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 2/18/25

RECOMMENDED BY:

By: Kurt E. Weber / R6H
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
Asst. **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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Julleann J. Johnston, Denise Nelson, Michael D. Ward, Stephanie McQuillen, Heather Wojciechowski, and/or Shelley M. Kuhn

Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 8th day of August, 2024



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

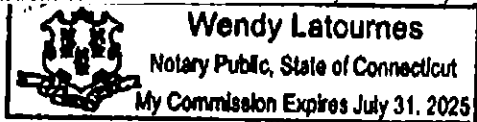
James H. Kawlecki
James H. Kawlecki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Julien M. Mendoza
Julien M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 8th day of August 2024 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Wendy Latournes
Wendy Latournes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 13th day of January 2025

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder
John Rowedder, Vice President

Resolution

Number 25-0219

Adopted Date February 18, 2025

APPROVING A BOND RELEASE FOR KENSINGTON DEVELOPMENT CO. OF OHIO, LLC FOR COMPLETION OF IMPROVEMENTS IN KENSINGTON PHASE IA & 1B SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Kensington Phase 1A & 1B
Developer	:	Kensington Development Co. of Ohio, LLC
Township	:	Deerfield
Amount	:	\$101,670.65
Surety Company	:	RLI Insurance Company Bond No. CMS0328938

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Developer
Surety Company
Soil & Water (file)
Bond Agreement file

Resolution

Number 25-0220

Adopted Date February 18, 2025

APPROVING A BOND RELEASE FOR GRAND COMMUNITIES, LTD FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN LAKESIDE CONDOMINIUMS SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Shaker Run Lakeside Condominiums
Developer	:	Grand Communities, Ltd.
Township	:	Turtlecreek
Amount	:	\$69,304.95
Surety Company	:	RLI Insurance Company Bond No. CMS0324502

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Developer
Surety Company
Soil & Water (file)
Bond Agreement file

Resolution

Number 25-0221

Adopted Date February 18, 2025

APPROVING A STREET AND APPURTENANCES BOND RELEASE FOR MEADE BUILDING GROUP, LLC FOR COMPLETION OF IMPROVEMENTS IN HUDSON ESTATES IN TURTLECREEK TOWNSHIP

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

BOND RELEASE

Bond Number	:	21-004 (P)
Development	:	Hudson Estates
Developer	:	Meade Building Group, LLC
Township	:	Turtlecreek
Amount	:	\$95,900.00
Surety Company	:	LCNB - Cashier's Check #411545

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Meade Building Group, LLC, Attn: Glenn Meade, 6511 Nickel Rd., Lebanon, OH 45036
OMB – J. Stilgenbauer
Engineer (file)
Bond Agreement file

Resolution

Number 25-0222

Adopted Date February 18, 2025

APPROVING HUDSON DRIVE AND MADELINE WAY IN HUDSON ESTATES FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Hudson Drive and Madeline Way have been constructed in compliance with the approved plans and specifications.

Street Number	Street Name	Street Width	Street Mileage
1625-T	Hudson Drive	5'-24'-5'	0.477
1626-T	Madeline Way	5'-24'-5'	0.075

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

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

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

HUDSON ESTATES

LOCATED IN
SECTION 28, TOWN 4E, RANGE 3N
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO
OCTOBER, 2020

COUNTY COMMISSIONERS

We, the Board of Warren County, Ohio do hereby approve this plat on this 12th day of February, 2020.

[Signatures]
Commissioners

WARREN COUNTY REGIONAL PLANNING COMMISSION

This plat was approved by the Warren County Regional Planning Commission on the 12th day of February, 2020.

WARREN COUNTY HEALTH DISTRICT

I hereby approve and accept this plat on the 12th day of February, 2020.

COUNTY ENGINEER

I hereby approve and accept this plat on the 12th day of February, 2020.

COUNTY SANITARY ENGINEER

I hereby approve and accept this plat on the 12th day of February, 2020.

COUNTY AUDITOR

Reviewed and forwarded on this 12th day of February, 2020.

COUNTY RECORDER

Recorded on this 12th day of February, 2020.

COVENANTS AND RESTRICTIONS

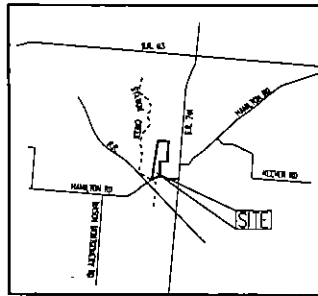
AS REQUIRED BY D.M.

DEED REFERENCE

REBATED IN THE STATE OF OHIO, WARREN COUNTY, TURTLECREEK TOWNSHIP, SECTION 28, TOWN 4, RANGE 3 EASTING 47,383 ACRES AND BEING ALL OF THE 47,383 ACRES TRACT AS COMPLETED BY MOORE BUILDING GROUP, LLC RECORDED IN B.M. 2019-07267 OF THE WARREN COUNTY REGISTER'S OFFICE.

DRAINAGE STATEMENT

UNLESS OTHERWISE INDICATED ON THIS PLAN, A FIFTY (50) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON BOUNDARY LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON BOUNDARY LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.
THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER(S), WITH THE EASEMENTS NO STRUCTURE, PLANTING, FENCE, CLADDING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, INTERFERE OR IMPAIR THE FLOW THROUGH THE EASEMENTS. EASEMENTS SHOWN ON THIS PLAN AND REFERENCED AS "DRAINAGE EASEMENTS" ARE DEDICATED TO THE HOUSING/INDUSTRIAL ASSOCIATION OF HUDSON ESTATES.
THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES AGENCIES WHO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, UTILITY, OR UNDERGROUND WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAN. HOWEVER, WHEN THE PLATED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE, THE REGULATION OF THE BOARD OF TOWNSHIP TRUSTEES OR THEIR REPRESENTATIVES MAY OVERTHROW AND IMPAIR THE EASEMENT AREA AND, IN ACCORDANCE WITH SECTION 3603.01 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.
UNTIL THE EXPRESSION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVE THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RECONSTRUCT DRAINAGE SYSTEMS WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONVEYING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.
THE PUBLIC-MAINTAINED PORTION OF THE STORM DRAIN SYSTEM SHALL INCLUDE STORM DRAINAGE COLLECTORS AND/OR SIZES LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ALIGNED TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF STUMP PILES AND COLLECTORS FOR PRIVATE SEWERAGE, BRICK, AN IRON OR STEEL, A DEVELOPER, BASED ON LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THE PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THIS PLAN.
THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SENSORS, STRUCTURES, DETENTION/RETENTION BASINS, AND STUMP PILES.



VICINITY MAP
NOT TO SCALE

OWNERS CONSENT AND DEDICATION

"WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LESS HOLDERS OF THE LANDS HEREIN PLATED, DO HEREBY VOLUNTARILY CONSENT TO THE CREATION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC OPENINGS AS SHOWN HEREON TO THE PUBLIC USE FOREVER."

"ANY PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAN ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SEWERAGE, AND TRAILS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, SEWERAGE, AND TRAILS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAN, UNLESS DEDICATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, OR REPAIR OF POWER, WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, SEWERAGE, TRAILS, STORMWATER DRAINAGE, OR FOR THE CONVEYANCE OF TRAFFIC, TRAINING OR RECREATION AND ARE NOT INTENDED TO BE USED FOR OTHER PURPOSES WITHIN SAID EASEMENT, OR NEGATIVELY ADVERSELY AFFECT THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING SERVICES AND ACCESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURE MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF OVERHEAD POWER OR UNDERGROUND FACILITIES, (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES, (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

GRANT OF EASEMENT

Easements as sold plat designated as (utility easements or public utility easements) are provided for the construction, maintenance, and operation of pipes, wires, and conduits and the necessary appurtenances to transportation therein, for the transmission of electric, telephony, cable, and other purposes for construction and maintenance of water and underground storm water drains, pipelines for supplying gas, water, and other public or quasi-public connections, and also the right of ingress to and egress from said easements and to cut, trim or remove trees and undergrowth or overhanging branches within said easements or immediate adjacent limits, no building or other structure may be built within said easements, nor may the easement ever be physically altered so as to (1) reduce the clearance of other overhead or underground facilities; (2) impair the land support of said facilities; (3) impair the ability to maintain the facility or (4) create a hazard. All easements shall be kept clear of debris, poles, splicing and other obstructions to the operation and maintenance of the facilities. Lines may encroach no more than 18 inches into any easement.

Also hereby granted to Duke Energy Ohio, Inc. and its subsidiaries, successors, and assigns the right to install, operate, repair, and maintain poles, wires, and conduits and the necessary appurtenances to the original public electric distribution and overhead service lines necessary for the repair only on the lot on which the service is located. Installation or relocation is permissible only with the written permission of the parcel owner and said utility provider to a mutually agreeable location. No part of these public utility easements shall encroach existing building or adjoining lots. The above public utility easements are for the benefit of all public utility service providers including, but not limited to, Duke Energy Ohio, Inc., Lebanon Electric, Chesapeake Full Spectrum, Spectrum, and any other service provider.

Home Owner's Association Promotions and Responsibilities

The Home Owner's Association is responsible for maintaining all storm water facilities located outside the public right-of-way including sewer, structures, detention/retention basins and pump mains.

Any "Public Waterline Easement" as shown on this plot is granted in favor of the Warren County Board of County Commissioners. The easement grants Warren County, its employees or agents, the right to examine, survey, construct, use, operate, maintain, repair, replace, and remove waterlines, and all necessary related easements and below ground appurtenances and for the express privilege of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements and for providing ingress and egress to the property for said purposes and now to be maintained for public use. However, no building or other structure may be built within said easements, nor may the easement ever be physically altered so as to (1) reduce clearances of other overhead or underground facilities; (2) modify the amount of owner over the utility lines; (3) impair ability to maintain the facilities or (4) create a hazard.

ROADWAY LENGTHS

HUDSON DRIVE	
HAMILTON TO GUL-D-SAC	2918.74 FT.
MADELINE WAY	
HUDSON TO END	394.83 FT.
TOTAL	3313.57 FT.

ACREAGE TABLE

LOTS 1-17	= 39,5374 ACRE
OPEN SPACE LOT	= 2,4322 ACRE
R/W	= 3,4199 ACRE
TOTAL	= 47,3893 ACRE

SUBDIVIDER/OWNER

MOORE BUILDING GROUP, LLC (D/B/A MOORE)
6723 HOGEL ROAD,
LEBANON, OHIO 45038
(513) 333-9425

I HEREBY CERTIFY THE ACCOMPANYING PLAT IS A CORRECTLY RETURNED SURVEY MADE UNDER MY DIRECTOR.
ALL POINTS AND MONUMENTS WILL BE SET AS SHOWN.
[Signature] 10/15/20
PAUL J. LEEDING, SURVEYOR
OHIO PROFESSIONAL SURVEYOR No. 7267

[Signatures]
Notary Public
Union Savings Bank

ACKNOWLEDGEMENT

State of Ohio
County of Lucas
Be it remembered, that on this 12th day of October, 2020, before me a Notary Public in and for said State, personally came Gleason Meehan, President of Meade Building Group, LLC, who acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed.
In testimony whereof, I have hereunto set my hand and affixed by notary seal on the day and year aforesaid.
[Signature] March 12, 2024
My Commission Expires

ACKNOWLEDGEMENT

State of Ohio
County of Hamilton
Be it remembered, that on this 12th day of October, 2020, before me a Notary Public in and for said State, personally came Veronda Magnus, EVP of Union Savings Bank, who acknowledged the signing and execution of the foregoing plat to be their voluntary act and deed.
In testimony whereof, I have hereunto set my hand and affixed by notary seal on the day and year aforesaid.
[Signature] March 10, 2024
My Commission Expires



SCALE: N/A		REVISIONS:
DATE: 06-28-20		1.
FRAME: ALL		2.
REVISION: ALL		3.
CHECKED: JAL		4.
PROJECT: 181738A	SHEET: 1 OF 2	

8103 P8 85

LEGEND

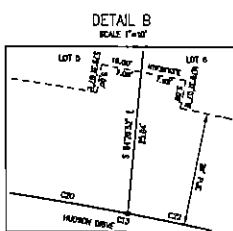
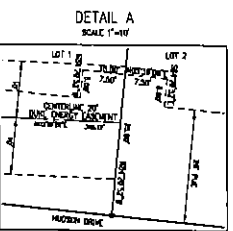
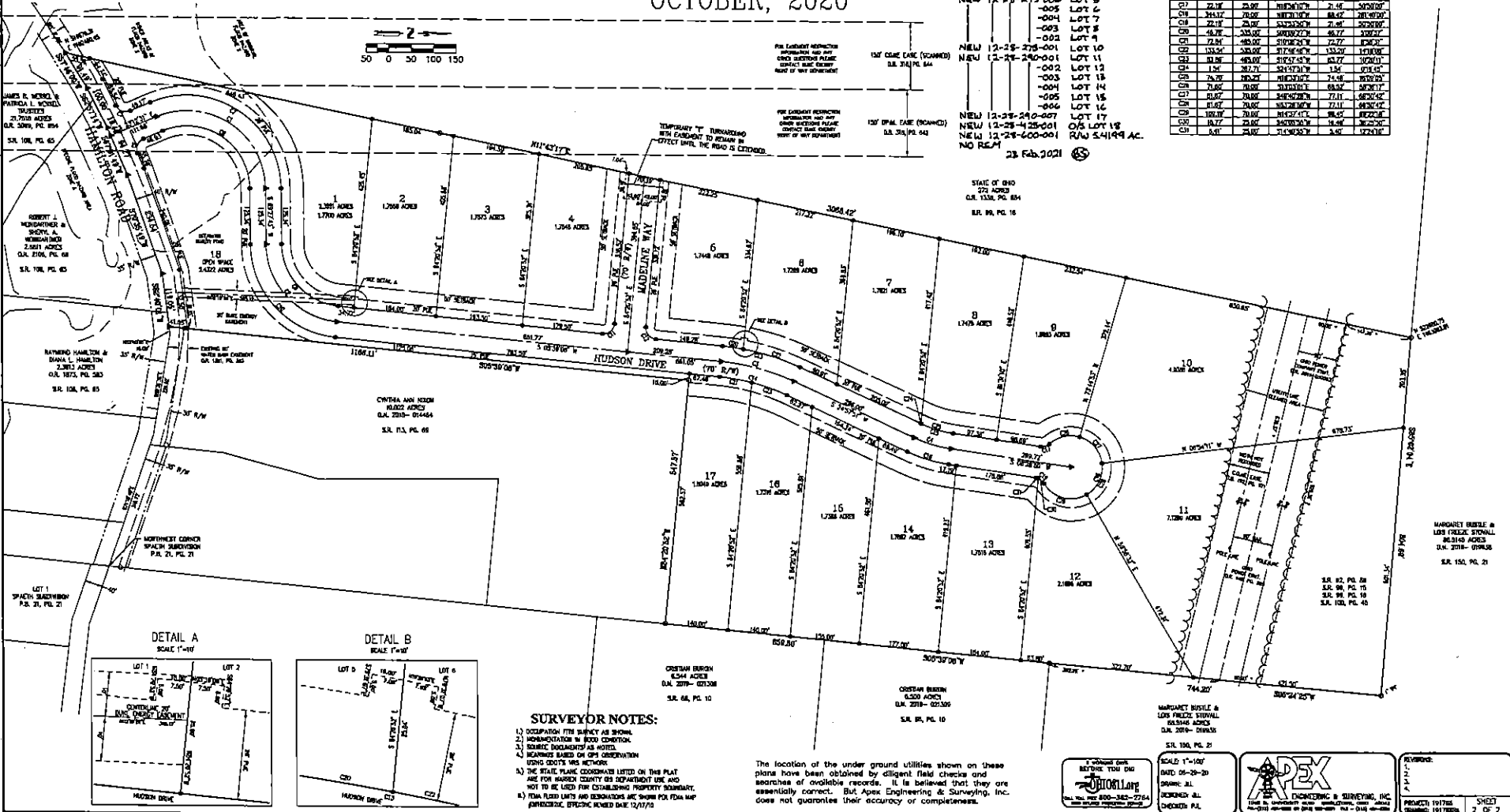
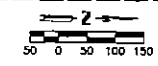
- + NOTCH OUT
- ▲ -MAD REAL SET
- -5/8" IRON PIN SET (IPS)
- -1/2" IRON PIN FOUND (FPI) OR AS NOTED
- ▲ -MAD NAIL FOUND
- -MPC FOUND
- -STEAK FOUND
- ▲ -POLE
- D.C. -DRAINAGE EASEMENT
- P.U.E. -PUBLIC UTILITY EASEMENT
- -EASEMENT INDENTATION PER D.A. 2018-03003

HUDSON ESTATES

LOCATED IN
SECTION 28, TOWN 4E, RANGE 3N
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO
OCTOBER, 2020

CURVE	LENGTH	RADIUS	BEARING	CHORD	AREA
C1	344.12	175.00	S33°27'36"W	291.30	11767.11
C2	222.85	110.00	S47°28'28"W	200.39	8738.24
C3	188.33	90.00	S10°12'30"W	167.27	10845.24
C4	88.37	40.00	S85°57'21"W	81.00	1520.00
C5	37.00	20.00	S85°57'21"W	34.10	807.00
C6	34.17	20.00	S85°57'21"W	32.47	804.00
C7	172.80	20.00	S33°27'36"W	160.00	11740.00
C8	228.31	110.00	S33°27'36"W	200.00	11740.00
C9	208.30	110.00	S47°28'28"W	187.67	8740.00
C10	301.25	200.00	S57°28'28"W	260.00	10845.24
C11	39.00	20.00	S10°12'30"W	35.00	800.00
C12	38.27	20.00	S10°12'30"W	35.30	800.00
C13	188.33	90.00	S10°12'30"W	167.27	10845.24
C14	128.27	60.00	S72°12'30"W	108.00	5718.00
C15	78.24	30.00	S10°12'30"W	70.00	1620.00
C16	48.30	20.00	S10°12'30"W	44.00	1620.00
C17	22.18	10.00	S10°12'30"W	20.00	1620.00
C18	22.18	10.00	S10°12'30"W	20.00	1620.00
C19	78.24	30.00	S10°12'30"W	70.00	1620.00
C20	78.24	30.00	S10°12'30"W	70.00	1620.00
C21	128.27	60.00	S72°12'30"W	108.00	5718.00
C22	301.25	200.00	S57°28'28"W	260.00	10845.24
C23	39.00	20.00	S10°12'30"W	35.00	800.00
C24	38.27	20.00	S10°12'30"W	35.30	800.00
C25	188.33	90.00	S10°12'30"W	167.27	10845.24
C26	128.27	60.00	S72°12'30"W	108.00	5718.00
C27	78.24	30.00	S10°12'30"W	70.00	1620.00
C28	78.24	30.00	S10°12'30"W	70.00	1620.00
C29	128.27	60.00	S72°12'30"W	108.00	5718.00
C30	301.25	200.00	S57°28'28"W	260.00	10845.24
C31	39.00	20.00	S10°12'30"W	35.00	800.00
C32	38.27	20.00	S10°12'30"W	35.30	800.00
C33	188.33	90.00	S10°12'30"W	167.27	10845.24
C34	128.27	60.00	S72°12'30"W	108.00	5718.00
C35	78.24	30.00	S10°12'30"W	70.00	1620.00
C36	78.24	30.00	S10°12'30"W	70.00	1620.00
C37	128.27	60.00	S72°12'30"W	108.00	5718.00
C38	301.25	200.00	S57°28'28"W	260.00	10845.24
C39	39.00	20.00	S10°12'30"W	35.00	800.00
C40	38.27	20.00	S10°12'30"W	35.30	800.00
C41	188.33	90.00	S10°12'30"W	167.27	10845.24
C42	128.27	60.00	S72°12'30"W	108.00	5718.00
C43	78.24	30.00	S10°12'30"W	70.00	1620.00
C44	78.24	30.00	S10°12'30"W	70.00	1620.00
C45	128.27	60.00	S72°12'30"W	108.00	5718.00
C46	301.25	200.00	S57°28'28"W	260.00	10845.24
C47	39.00	20.00	S10°12'30"W	35.00	800.00
C48	38.27	20.00	S10°12'30"W	35.30	800.00
C49	188.33	90.00	S10°12'30"W	167.27	10845.24
C50	128.27	60.00	S72°12'30"W	108.00	5718.00
C51	78.24	30.00	S10°12'30"W	70.00	1620.00
C52	78.24	30.00	S10°12'30"W	70.00	1620.00
C53	128.27	60.00	S72°12'30"W	108.00	5718.00
C54	301.25	200.00	S57°28'28"W	260.00	10845.24
C55	39.00	20.00	S10°12'30"W	35.00	800.00
C56	38.27	20.00	S10°12'30"W	35.30	800.00
C57	188.33	90.00	S10°12'30"W	167.27	10845.24
C58	128.27	60.00	S72°12'30"W	108.00	5718.00
C59	78.24	30.00	S10°12'30"W	70.00	1620.00
C60	78.24	30.00	S10°12'30"W	70.00	1620.00
C61	128.27	60.00	S72°12'30"W	108.00	5718.00
C62	301.25	200.00	S57°28'28"W	260.00	10845.24
C63	39.00	20.00	S10°12'30"W	35.00	800.00
C64	38.27	20.00	S10°12'30"W	35.30	800.00
C65	188.33	90.00	S10°12'30"W	167.27	10845.24
C66	128.27	60.00	S72°12'30"W	108.00	5718.00
C67	78.24	30.00	S10°12'30"W	70.00	1620.00
C68	78.24	30.00	S10°12'30"W	70.00	1620.00
C69	128.27	60.00	S72°12'30"W	108.00	5718.00
C70	301.25	200.00	S57°28'28"W	260.00	10845.24

OLD 12-25-200-007 47.390 AC.
 NEW 12-24-410-004 LOT 1
 -003 LOT 2
 -003 LOT 3
 NEW 12-23-410-001 LOT 4
 -005 LOT 5
 NEW 12-23-275-006 LOT 6
 -004 LOT 7
 -003 LOT 8
 -002 LOT 9
 NEW 12-23-278-001 LOT 10
 NEW 12-23-240-001 LOT 11
 -002 LOT 12
 -003 LOT 13
 -004 LOT 14
 -005 LOT 15
 -004 LOT 16
 NEW 12-23-240-007 LOT 17
 NEW 12-23-425-001 O/S LOT 18
 NEW 12-26-600-001 R/W 541499 AC.
 NO REM. 23 Feb 2021



SURVEYOR NOTES:

- 1) OCCUPATION (THE BARN) AS SHOWN.
- 2) IDENTIFICATION IN BOLD CAPS.
- 3) SOURCE DOCUMENTS AS NOTED.
- 4) MEASUREMENTS BASED ON GPS OBSERVATION USING COASTS AND NETWORK.
- 5) THE STATE PLANE COORDINATES LISTED ON THIS PLAT ARE FOR WARREN COUNTY DEPARTMENT USE AND NOT TO BE USED FOR ESTABLISHING PROPERTY BOUNDARIES.
- 6) FEMA FLOOD LIMITS AND DESIGNATIONS ARE SHOWN FOR FEMA MAP REFERENCES, EFFECTIVE REVISION DATE 12/4/19.

The location of the under ground utilities shown on these plans have been obtained by diligent field checks and searches of available records. It is believed that they are essentially correct. But Apex Engineering & Surveying, Inc. does not guarantee their accuracy or completeness.



SCALE 1"=100'
 DATE: 05-20-20
 DRAWN: J.L.
 CHECKED: P.L.
 CHECKED: P.L.



PROJECT: 10718
 SHEET: 2 OF 2



MR. JAMES VANDEGRIFT
MR. DANIEL JONES
MR. JONATHAN SAMS
MS. AMANDA CHILDERS

TRUSTEE
TRUSTEE
TRUSTEE
FISCAL OFFICER

November 18, 2024

Warren County Engineer's Office
Attn: Jason Fisher
105 Markey Road
Lebanon, Ohio 45036

Re: Hudson Estates

Dear Mr. Fisher,

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in Hudson Estates.

Please advise when the streets in this subdivision have been officially dedicated to our township by Warren County Board of Commissioners so we may include them in our general Road Department maintenance plans and operations.

Should you have any questions in regards to this matter, please contact us.

Sincerely,

Jonathan D. Sams
Board of Trustees of Turtlecreek Township
Chairman

Cc: file
Road Department



670 North State Route 123
Lebanon, OH 45036



513.932.4902



Info@turtlecreektownship.org

Resolution

Number 25-0223

Adopted Date February 18, 2025

APPROVING VARIOUS RECORD PLATS

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

- Fifth Map of Loveland Park Revision 1 Replat – Deerfield Township
- Cypress Pointe Final Plat – Hamilton Township

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 25-0224

Adopted Date February 18, 2025

APPROVING AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the seventh and eighth monthly disbursement of their mandated share for SFY 2025 be transferred into the Human Services Public Assistance Fund #2203.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioner Fund #1101 to Human Services Fund #2203:

\$34,542.00	from	#11011112-5742	(Commissioners Grants – Public Assistance)
	into	#2203-49000	(Human Services – Public Assistance)

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
.OMB

Resolution

Number 25-0225

Adopted Date February 18, 2025

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

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

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of January 2025:

\$ 56,271.30	from	#11011112 5997	(Operational Transfers)
	into	#5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 5,002.59	from	#11011112 5997	(Operating Transfers)
	into	#5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 63,498.86	from	#11011112 5997	(Operational Transfers)
	into	#5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 4,645.44	from	#11011112 5997	(Operational Transfers)
	into	#5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

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

Resolution adopted this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Clerk

JS/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

Resolution

Number 25-0226

Adopted Date February 18, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS
FUND #2209

WHEREAS, it is necessary to have appropriations in place to use interest from a Federal Grant issued in 2023.

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

\$25.69 into #22091300-5210 (Material & Supplies)

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/bs

cc: Auditor
Supplemental App. file
Board of Elections (file)

Resolution

Number 25-0227

Adopted Date February 18, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION ADJUSTMENT INTO SHERIFF'S OFFICE FUND #2285

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #2285:

\$1,000.00 into 22852200-5210 (Material & Supplies)

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 25-0228

Adopted Date February 18, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 6,000.00 into BUDGET-BUDGET #22891223-5940 (Travel)

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

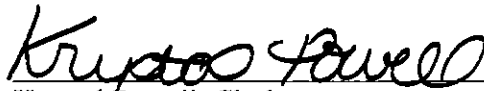
Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental Appropriation
Common Pleas (file)

Resolution

Number 25-0229

Adopted Date February 18, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 15,000.00 into BUDGET-BUDGET #22891223-5210 (Materials & Supplies)

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor _____
Supplemental Appropriation
Common Pleas (file)

Resolution

Number 25-0230

Adopted Date February 18, 2025

APPROVING SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following supplemental appropriations:

\$ 20,000.00	into	BUDGET-BUDGET 22891228-5102	(Regular Salaries)
\$ 2,500.00	into	BUDGET-BUDGET 22891228-5811	(PERS)
\$ 300.00	into	BUDGET-BUDGET 22891228-5871	(Medicare)

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0231

Adopted Date February 18, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SENIOR CITIZENS
SERVICE LEVY FUND #2201

BE IT RESOLVED, to approve the following appropriation adjustment:

\$13,000.00 from #22011111-5410 (Sr Citizen – Contracts BOCC Approved)
into #22011111-5400 (Sr Citizen – Purchased Services)

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Elderly Services file
OMB

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

Resolution

Number 25-0232

Adopted Date February 18, 2025

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE OHIOMEANSJOBS
WARREN COUNTY FUND #2258

BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren
County Fund #2258:

\$ 6,000.00	from	#22585800-5421	(Rent or Lease)
	into	#22585800-5881	(Sick Leave Payout)
\$12,000.00	from	#22585800-5663	(Classroom Training)
	into	#22585800-5882	(Vacation Leave Payout)

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
OhioMeansJobs (file)

Resolution

Number 25-0233

Adopted Date February 18, 2025

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

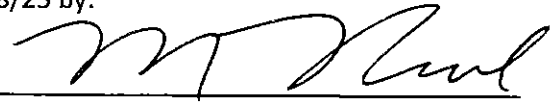
cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
SHE	CLINTON COUNTY MOTORSPORTS INC	SHE SIDE BY SIDE UTV	\$ 21,248.93 *capital purchase/ 3 quotes
SHE	CLINTON COUNTY MOTORSPORTS INC	SHE SIDE BY SIDE UTV	\$ 20,024.73 *capital purchase/ 3 quotes
SHE	CLINTON COUNTY MOTORSPORTS INC	SHE SIDE BY SIDE UTV	\$ 136.36 *capital purchase/ 3 quotes

Approve 2/18/25 by:



Martin Russell, County Administrator

Resolution

Number 25-0234

Adopted Date February 18, 2025

APPROVING APPOINTMENT TO THE WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

BE IT RESOLVED, to approve the following appointment to the Warren County Board of
Developmental Disabilities:

Brodi Conover
959 Grandstone Ct.
Lebanon, Ohio 45036

term to expire December 31, 2029

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 18th day of February 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Appointment file
Appointee
Developmental Disabilities (file)
L. Lander