

Resolution

Number 25-0106

Adopted Date January 28, 2025

ACCEPTING THE RESIGNATION OF DYLAN THOMAS, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JANUARY 21, 2025

BE IT RESOLVED, to accept the resignation of Dylan Thomas, Emergency Communications Operator, within the Warren County Emergency Services Department , effective January 21, 2025.

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

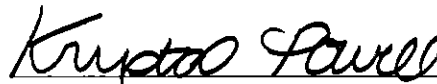
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
D. Thomas' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 25-0107

Adopted Date January 28, 2025

ACCEPTING THE RESIGNATION OF HEIDI SPARKS, CUSTODIAL WORKER, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT, EFFECTIVE JANUARY 21, 2025

BE IT RESOLVED, to accept the resignation of Heidi Sparks, Custodial Worker, within the Warren County Facilities Management Department, effective January 21, 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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
H. Sparks' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 25-0108

Adopted Date January 28, 2025

TERMINATING THE EMPLOYMENT OF PROBATIONARY EMPLOYEE KELSEY WRIGHT, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Wright began employment on January 6, 2025, as a Caseworker and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during their probationary period; and

WHEREAS, the Deputy Director of Children Services recommends said employee be terminated for failing to meet the required standards of her position.

NOW THEREFORE BE IT RESOLVED, to remove Kelsey Wright from employment within the Department of Job and Family Services, Children Services Division, effective January 21, 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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0109

Adopted Date January 28, 2025

AMENDING RESOLUTION #25-0002 TO ESTABLISH THE 1ST AND 3RD TUESDAY IMMEDIATELY FOLLOWING THE GENERAL SESSION MEETING AS THE TIME FOR WORK SESSION MEETINGS

WHEREAS, pursuant to Resolution #25-0002 adopted on January 3, 2025, this Board established the 1st and 3rd Tuesday of the month at 9:30 a.m. as the time for Work Session Meetings; and

WHEREAS, the Board has determined that it is a more efficient use of time to have the Work Sessions meetings immediately follow the General Session meetings.

NOW THEREFORE BE IT RESOLVED, to amend Resolution #25-0002 to establish the 1st and 3rd Tuesday, immediately following the General Session Meeting, as the time for work session meetings; said meetings to be held in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

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

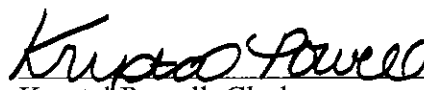
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Press
Commissioners' file

Resolution

Number 25-0110

Adopted Date January 28, 2025

APPROVING AN EMERGENCY REPAIR TO THE GENERATOR AT THE SOCIALVILLE BOOSTER STATION

WHEREAS, the Water & Sewer Department experienced an equipment failure to the backup generator at the Socialville Booster Station; and

WHEREAS, the repair is critical and time sensitive to the water operations as the equipment is used to supply the necessary power to the station that is needed to stream sufficient water supply in the event of a power shortage.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 25001254, with Buckeye Power Sales in the amount of \$3352.64 for the procurement of a repair for the generator located at the Socialville Booster Station.

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jad

cc: Auditor
Water/Sewer (file)



Buckeye Power Sales Co., Inc.
 4992 Rialto Road
 West Chester, OH 45069
 USA

Service Quote SRE92829

Status Pending
Order Date 01/15/25
Order Time 9:39:36 AM
Expiration Date 02/14/25
Contract No.

Phone No. 513.755.2323
Fax No. 513.755.4515

Service Quote
 Page 1

Sell To Warren County Commissioners (E)
 Building Services
 406 Justice Drive
 Lebanon, OH 45036
 USA

Ship To SOCIALVILLE FOSTER BOOSTER
 3812 Socialville-Foster Rd
 Mason, OH 45040

Phone No. 513-695-1463
E-Mail accountspayable@wcoh.net
Invoice to Warren County Commissioners (E)

Equipment Contact
Phone No.
Description Replace Voltage regulator board and harness

Comments: Replace voltage regulator and 12 pin harness that goes from VR to the current transformers. NM and no lead time available.-CR
 WILL PLACE EMERGENCY ORDER ON THESE TO HOPEFULLY GET A QUICK LEAD TIME - BB

Equipment No. / Serial No.	Description	Manufacturer / Model	Component Code	Modifier Code	Job Code	Warranty Code	Warranty Code	Repair Status Code
EQ1048031 J010298896	Cummins DFED-400KW	CUM DFED-5002452	1202		014 No			QNLAB
			FIX/REPAIR GENERATOR					

Type	No.	Description
Item	CU300-4308-01	Onan PCB Potted PT/CT (120v)
Item	ON338-3019	12 Pin Harness
Resource	2317	Nicholas McMillan
Charge	MILE	Mileage Charge

EQ1048031 J010298896	Cummins DFED-400KW	CUM DFED-5002452	1202		014 No			QNLAB
			FIX/REPAIR GENERATOR					

Type	No.	Description
Charge	PAR	Miscellaneous Parts/Supplies
Charge	PFI	Freight-In - Parts - EMERGENCY

Service Order Total Amount: 3,382.64

Your PO No: _____

Signature: *  _____

Print Name: Tom Grossmann _____

Company/Title: President, Warren Co. Commissioners _____

Date: 1/28/25 _____

Resolution

Number 25-0111

Adopted Date January 28, 2025

APPROVING AN EMERGENCY WATER CONNECTION AGREEMENT WITH THE CITY OF MONROE

WHEREAS, Warren County's Water and Sewer Department is a regional water supplier capable of supplying surplus water to surrounding communities and jurisdictions; and

WHEREAS, the City of Monroe owns, operates, and maintains a waterworks system, and proposes to obtain an emergency water service connection from the County through an existing interconnection and the construction of a second interconnection; and

WHEREAS, the County, pursuant to Ohio Rev. Code §§ 307.15 and 6103.02 and 6103.21, et seq., has the authority to contract for the purchase from, and sale of surplus water to the City; and the City pursuant to Ohio Rev. Code § 715.08 et seq. and the provisions of its ordinances, codes or charter, has the power to purchase from and sell surplus water to the County; and

WHEREAS, this Board recognizes that an emergency interconnection between these water systems is advantageous to both the City and County.

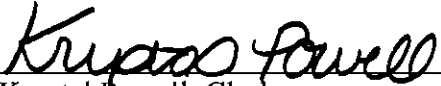
NOW THEREFORE BE IT RESOLVED, to enter into the "Emergency Water Connection Agreement" with the City of Monroe as attached hereto and made a part hereof.

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

CGB

cc: c/a—City of Monroe
Water/Sewer (file)

EMERGENCY WATER CONNECTION AGREEMENT

This is an agreement entered into on the dates stated below, for the purchase of water to meet emergencies, by and between **Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036** ("County"), and the **City of Monroe, 233 South Main Street, Monroe, Ohio 45050** ("City") an incorporated city whose boundaries are located partially within Warren County, Ohio.

WHEREAS, the County's Water and Sewer Department is a regional water supplier capable of supplying surplus water to surrounding communities and jurisdictions; and

WHEREAS, the City owns, operates, and maintains a waterworks system, and proposes to obtain an emergency water service connection from the County through an existing interconnection and the construction of a second interconnection; and

WHEREAS, the County pursuant to Ohio Rev. Code §§ 307.15 and 6103.02 and 6103.21, et seq. has the authority to contract for the purchase from and sale of surplus water to the City; and the City pursuant to Ohio Rev. Code § 715.08 et seq. and the provisions of its ordinances, codes or charter, has the power to purchase from and sell surplus water to the County;

NOW, THEREFORE, and in consideration of the mutual promises, covenants and agreements contained herein, the County and City, in a cooperative effort to provide each other with a source of domestic water to meet emergencies, hereby agree as follows:

Section 1. Purpose of the Agreement. In the event of an emergency, the parties shall buy and sell treated water to and from each other subject to the capacity of the selling party to provide the water requested and as provided for in this agreement. "Emergency" for purposes of this agreement, shall mean and include any situation arising from fire, flood, storm, breakdown of a system or non-potable condition of water in a system, or similar emergency condition causing an immediate threat to the life, health or property of the users of the water system experiencing the emergency.

Emergency purposes may also include inadequate water supply due to drought conditions where high customer demands exceed the capacity of the waterworks system. The sale and transfer of water during drought conditions shall be upon written request and subject to the capacity of the selling party to provide the water requested in its sole discretion.

This agreement is limited to the purchase and sale of water for emergency purposes only. The parties may enter into separate agreements in the future dealing with the sale of water by Warren County to the City of Monroe, for other purposes, but such agreements shall not affect this agreement.

Section 2. Notification. Whenever possible, the user shall inform the supplier 24- hours prior to water usage, allowing the supplier to make necessary system changes to supply the requested water. If prior notification is not possible the user shall inform the supplier immediately upon water usage. The

user shall provide the supplier with meter readings or estimates of quantity used within 24-hours of the end of water usage.

Section 3. Supply Period. In no event, without the written consent of the entity providing water, shall the emergency provision of this agreement require providing such water to meet an emergency for a longer period than 30 days.

Section 4. Interconnections. Water shall be measured and/or estimated through two interconnections at the following location:

1. On Butler Warren Road at the location designated approximately 1900 feet south of Nickel Road an emergency water line interconnection will be installed. This main waterline interconnection will have a pipe diameter of 8 inches extending 110 linear feet. The interconnection will have an 8-inch pressure regulating valve (PRV), meter, and vault. Water usage through this connection shall be by metered connection and shall be billed based on metered usage. This emergency water connection will serve the Stonybrook development along Butler Warren Road and Kyles Station Road.

Grand Communities, LLC. ("developer") shall finance the construction of 100 feet of new 8-inch watermain extending from the County's current terminus to the proposed meter vault. Developer shall also purchase and install an 8-inch PRV, meter, and accompanying meter vault.

The City shall own, operate, and maintain 110 feet of new 8-inch watermain extending from the Warren County water system terminus to the proposed PRV vault. The PRV vault shall be maintained by the City. Upon completion of the watermain the City shall maintain the sole right to serve customers located along the City's extended watermain.

Either party shall have the right to test the accuracy of the meter, at their own cost, upon written notification to the other party. The meter shall be repaired or replaced by the City should the meter test be inaccurate by more than 10%.

Each party, throughout the term of this Agreement, shall allow unrestricted access to the meter, PRV, and vault for the purpose of monitoring and operation of the equipment.

2. At the northwest corner of South Union Road and Navigator Way an emergency water line interconnection will be installed extending to the nearest Warren County water main. This main waterline interconnection will have a pipe diameter of 12 inches extending 100 linear feet. The interconnection will have a 12-inch pressure regulating valve (PRV), meter, and vault. Water usage through this connection shall be by metered connection and shall be billed based on metered usage. This emergency water connection will serve future development along South Union Road and Navigator Way.

The City shall finance the construction of 100 linear feet of new 12-inch watermain pipe extending from the County's current terminus to the proposed meter vault. The City shall also purchase and install a 12-inch PRV, meter, and accompanying meter vault.

The City shall own, operate, and maintain 110 feet of new 12-inch watermain extending from the Warren County water system terminus to the proposed PRV vault.

The PRV vault shall be maintained by the City. Upon completion of the watermain the City shall maintain the sole right to serve customers located along the City's extended watermain.

Either party shall have the right to test the accuracy of the meter, at their own cost, upon written notification to the other party. The meter shall be repaired or replaced by the City should the meter test be inaccurate by more than 10%.

Section 5. Compensation. The entity using water from the interconnection shall compensate the supplier at the supplier's customer water usage rate in effect at the time of said usage. The supplier shall invoice the user, and the user shall provide payment within 60 calendar days in accordance with the rate set forth above.

Section 6. Water Quality. Each entity shall provide the other with water of a quality satisfactory of the Ohio Environmental Protection Agency and of the same standards being furnished to its own customers. The City shall have no responsibility for the quality of water once it passes through an interconnection into County's distribution system. The County, likewise, shall have no responsibility for the quality of water once it passes through an interconnection into the City's distribution system.

Section 7. Agreement Term. The term of this agreement shall be indefinite from the date the agreement was last executed by the parties.

Section 8. Termination. This agreement may be terminated by either party upon 60 days' written notice to the other party.

Section 9. Existing Waterworks. - The City and County shall continue to own, operate, and maintain their independent and separate waterworks, service their respective water customers, and extend and/or alter their respective waterlines and services within their water service areas. Nothing in this agreement shall be construed to alter or expand the service area or jurisdiction of any party to this agreement. Nor shall either party be required to violate the terms of any agreements relating to its respective service area or jurisdiction.

Section 10 - Rates. - Both the City and the County shall have the sole right to set consumer user rates for their respective water customers.

Section 11 - Previous Agreements. - This Agreement shall supersede all previous Agreements between these parties related to the emergency supply of water.

Section 12 - Future Modifications. - This Agreement may be modified or amended only by written instrument duly authorized and executed by both the City and the County.

Section 13 - Successors and Assigns. This agreement shall be binding on the successors and assigns of the parties. Neither party may assign or otherwise transfer its rights and obligations in this

agreement without the written consent of the other party.

Section 14 - Amendment. This agreement may be amended in writing and executed by properly authorized representatives of both parties.

Section 15 - Controlling Law and Venue. This agreement shall be construed under the laws of the State of Ohio. The parties further stipulate to the venue for any disputes and interpretation of this agreement shall be exclusively the Warren County Court of Common Pleas.

Section 16 - Validity. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such part is wholly dependent for its operation upon the part declared invalid.

Section 17 - Execution.

CITY OF MONROE:

IN EXECUTION WHEREOF, the Council of the City of Monroe has caused this Agreement to be executed on the date stated below by Larry Lester, its City Manager, pursuant to Resolution No. 01-2025, dated January 14, 2025.

CITY OF MONROE

SIGNATURE: _____

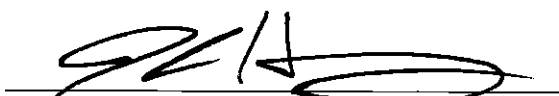
J. M. J. G.
Larry Lester
City Manager

DATE: _____

1/14/2025

Approved as to form:

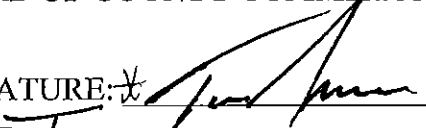
CITY OF MONROE LAW DIRECTOR


By: Jack B. Hemenway, II
Law Director

WARREN COUNTY:

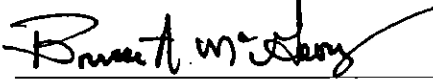
IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution No. 25-011, dated 11/28/25.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
NAME: Tom Grossmann
TITLE: President
DATE: 11/28/25

Approved as to form:

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



By: Bruce A. McGary, Asst. Prosecutor

Date: 11/20/24

Resolution

Number 25-0112

Adopted Date January 28, 2025

**APPROVING ADDENDA TO AGREEMENT WITH NECCO, INC. RELATIVE TO HOME
PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY
CHILDREN SERVICES**

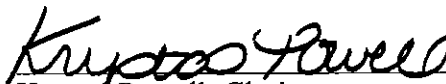
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with NECCO, Inc., relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof.

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – NECCO, Inc.
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 NECCO, Inc. hereinafter "Provider," whose address is:

NECCO, Inc.
135 Merchant St
Springdale, OH 45246

Collectively the "Parties".

Contract ID: 19394985

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:

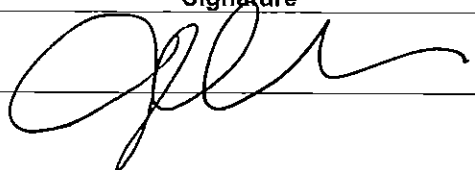
Addenda Reason:	Amount
Addenda Begin Date:	06/01/2024
Addenda End Date:	
Increased Amount:	\$100,000.00
Article Name:	

Addenda Reason Narrative:

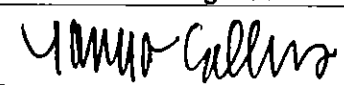
Need to increase the original contract amount due to increase of children placed.

SIGNATURE OF THE PARTIES

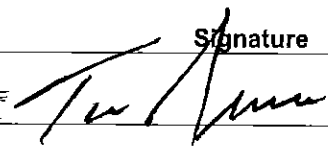
Provider: NECCO, Inc.


Print Name & Title	Signature	Date
Jessica Parks, State Director		1-13-25

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Tanya Sellers, Deputy Director		1/22/25

Additional Signatures

Print Name & Title	Signature	Date
Tom Grossmann, President		1/28/25

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 25-0113

Adopted Date January 28, 2025

ENTERING INTO A SERVICE AGREEMENT WITH THE HUMANE ASSOCIATION OF WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a service agreement with the Humane Association of Warren County, for a period beginning January 1, 2025, and ending December 31, 2027; copy of said agreement 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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Humane Association of Warren County
Dog & Kennel (file)
S. Walther

**AGREEMENT BETWEEN
THE WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS
AND**

THE HUMANE ASSOCIATION OF WARREN COUNTY, OHIO

This Agreement (the "Agreement") is made and entered into by and between the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter "COMMISSIONERS"), whose address is 406 Justice Drive, Lebanon, Ohio 45036 on behalf of the **WARREN COUNTY DOG WARDEN** (hereinafter "DOG WARDEN") and the **HUMANE ASSOCIATION OF WARREN COUNTY, OHIO**, (hereinafter "ASSOCIATION"), a nonprofit corporation organized under Ohio law, whose address is 230 Cook Road, Lebanon, Ohio 45036. The COMMISSIONERS and ASSOCIATION are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the COMMISSIONERS are the owners of parcel number 13-35-376-001, more commonly known as 230 Cook Road, Lebanon, Warren County, Ohio, which parcel the COMMISSIONERS have leased to the ASSOCIATION for a term of 99 years beginning, April 23, 1996, and

WHEREAS, the ASSOCIATION has improved the parcel by building, maintaining and expanding a facility for sheltering, caring for, and humanely euthanizing animals, and which the ASSOCIATION owns and occupies (hereinafter "ANIMAL SHELTER"); and

WHEREAS, the COMMISSIONERS and the ASSOCIATION have entered into prior agreements for the sheltering, care and euthanasia of dogs impounded by the DOG WARDEN and for housing an office for the DOG WARDEN; and

WHEREAS, the COMMISSIONERS and the ASSOCIATION desire to continue the above-described relationship and enter into this Agreement to set forth the terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2025 and expiring on December 31, 2027 (the "Term"). No less than sixty (60) days prior to the expiration of the Term, the Parties may mutually agree in writing and signed by the COMMISSIONERS and the ASSOCIATION, to extend this Agreement for one (1) additional year, commencing on January 1, 2028, and expiring on December 31, 2028 (the "Extension"). Unless stipulated otherwise in this Agreement, the terms and conditions shall remain the same during the Extension.

A. OBLIGATIONS OF THE ASSOCIATION

1. Provide necessary space in the ANIMAL SHELTER to house, care for and feed dogs impounded by the DOG WARDEN.
2. Care for dogs impounded by the DOG WARDEN including, without limitation, necessary medication, pain management, water and food.

3. All dogs seized and impounded by the DOG WARDEN pursuant to Sections 955.12, 955.15 and 955.17 of the Ohio Revised Code and not redeemed by their owners within the time specified by will be offered for adoption by the ASSOCIATION for a fee established by the ASSOCIATION, in its sole discretion. Such fee shall not exceed any limits set by Ohio law. However, nothing contained herein shall alter the registration or redemption period requirements contained in Chapter 955 of the Ohio Revised Code.

4. Perform and pay all costs necessary to perform euthanasia of the dogs impounded by the DOG WARDEN. Euthanasia of dogs will be performed in accordance with the ASSOCIATION'S standards. Notwithstanding the foregoing, all euthanasia of dogs seized and impounded by the DOG WARDEN shall comply with timeframes outlined under Ohio law for redemption, and the DOG WARDEN shall be notified prior to the ASSOCIATION carrying out any euthanasia of a dog subject to Ohio's redemption period requirements. Shelter and care of dogs kept at the ANIMAL SHELTER after 72 hours pursuant to the owner's request will be paid for by the owner at a cost set by the ASSOCIATION in accordance with policies and procedures promulgated by the ASSOCIATION.

5. Pay all expenses for deceased dog removal.

6. Continue to provide the designated area currently utilized by the DOG WARDEN at the ANIMAL SHELTER for the DOG WARDEN to perform its responsibilities and operations. Maintain that designated area in a clean and safe fashion and further maintain other areas utilized by the DOG WARDEN inside and outside the ANIMAL SHELTER in a clean and safe fashion.

7. Provide and pay for all maintenance and utilities at the ANIMAL SHELTER including all space utilized by the DOG WARDEN, with the exception of telephone service as hereinafter set forth.

As set forth in this section, the ASSOCIATION shall provide, all maintenance, repairs and replacements that are necessary for the safety and security of the ANIMAL SHELTER premises. Maintenance, repairs and replacements include, but are not limited to, maintenance, repairs and replacement of floors, walls, doors, ceilings, major mechanical systems and the roof of the ANIMAL SHELTER damaged or worn through normal occupancy. The ASSOCIATION'S obligation here is subject to the obligations of both parties otherwise set forth in this Agreement.

In the event the DOG WARDEN believes any part of the ANIMAL SHELTER premises is in need of maintenance, repair or replacement, the DOG WARDEN will send a written and dated notice (hereinafter as "notice") to the ASSOCIATION through the Humane Association Director specifying that which is in need of maintenance, repair or replacement. Upon receiving the notice, the ASSOCIATION shall timely review the notice with its Board and obtain estimates to complete the maintenance, repair or replacement. The ASSOCIATION, in its sole discretion, will determine whether the maintenance, repair or replacement is financially feasible. Upon that determination, the ASSOCIATION will submit a plan of action in writing (hereinafter as "action plan") to the DOG WARDEN informing the DOG WARDEN what, if any, steps the ASSOCIATION will take regarding the maintenance, repair or replacement of the SHELTER premises.

If the ASSOCIATION determines the maintenance, repair or replacement is financially feasible, it shall specify in the action plan a reasonable amount of time necessary to complete the requested maintenance, repair or replacement. THE ASSOCIATION will make reasonably diligent efforts to complete the maintenance, repair or replacement within the time specified in the action plan. Should the ASSOCIATION not complete the maintenance, repair or replacement

within thirty (30) days after expiration of the time set forth in the action plan, the COMMISSIONERS may terminate this Agreement upon providing written notice to the ASSOCIATION.

Should the ASSOCIATION in accordance with the action plan decline to provide maintenance, repair or replacement for any condition on the ANIMAL SHELTER premises that is deemed unsafe or not secure in the action plan and materially affects an area used or occupied by the DOG WARDENS then the COMMISSIONERS may terminate this Agreement upon providing written notice to the ASSOCIATION. Termination shall not constitute a breach by either party of this Agreement.

8. Take and transmit messages, answer the DOG WARDEN'S telephone and perform dispatch services from 8:00 am to 4:30 pm, Monday through Friday each week.

9. Log in and maintain a record of all dogs impounded by the DOG WARDEN. Prepare and maintain all necessary records and collect all fees as may be required in the operation of the Animal Shelter for dogs impounded by the DOG WARDEN, including the collection of fees required in the return of impounded dogs. These records shall be maintained and kept for at least three years pursuant to Ohio Revised Code section 955.16(E). Further, should a public records request be made for any such records pursuant to Ohio Revised Code section 149.43, the ASSOCIATION shall notify the DOG WARDEN immediately. The ASSOCIATION shall make such records available to the DOG WARDEN upon request.

10. Provide public liability and property damage insurance naming the COMMISSIONERS and employees of Warren County as "additional named insureds", of limits of not less than one million dollars per person and one million dollars (\$1,000,000.00) per accident or occurrence and not less than one million dollars (\$1,000,000.00) for any one occurrence and one million dollars in the aggregate for property damage. The insurance shall have a deductible that shall not exceed five thousand dollars (\$5,000.00) per occurrence. Said insurance shall provide further that the COMMISSIONERS will be notified if coverage is canceled or reduced. The ASSOCIATION shall provide the COMMISSIONERS with certificates of insurance or other proof evidencing that the Association has complied with this provision.

11. The ASSOCIATION shall defend, indemnify and hold the COMMISSIONERS harmless from any and all claims, suits, actions, proceedings, causes of action, injuries, damages, costs, expenses, fees, attorneys fees, and liabilities as may be occasioned by the acts of the ASSOCIATION in its operation of the ANIMAL SHELTER or due to the performance or non-performance of the covered duties, services, and obligations of the Association pursuant to this Agreement. Responsibilities for negligence of either party is hereafter set forth in Paragraph I.

B. OBLIGATIONS OF THE COMMISSIONERS

1. During the Term of this Agreement, the COMMISSIONERS shall pay the ASSOCIATION the sum of \$245,863.00 each calendar year following the execution of this Agreement, in four (4) equal quarterly installments each calendar year commencing January 1, 2025 and ending December 31, 2025, for the first year of this Agreement, commencing January 1, 2026 and ending December 31, 2026 for the second year of this Agreement and commencing January 1, 2027 and ending December 31, 2027 for the third year of this Agreement. This is representative of the total financial obligation of the COMMISSIONERS under this Agreement. The COMMISSIONERS have no other financial obligation to the ASSOCIATION for any other product or service, including, but not limited to dog food, not specifically addressed in this Agreement.

2. Provide all supplies and equipment relative to the DOG WARDEN's duties and operations in conjunction with the COMMISSIONERS' use of the ANIMAL SHELTER.

3. Provide telephone service to the ANIMAL SHELTER, provided, however, that the ASSOCIATION shall reimburse the COMMISSIONERS for the cost of such service.

4. Provide snow and ice removal from the parking lot and walkways of the ANIMAL SHELTER, as needed.

5. Provide lawn maintenance at the ANIMAL SHELTER, as needed.

6. If the DOG WARDEN takes possession of a critically ill or injured dog outside of the ANIMAL SHELTER'S normal business hours, the DOG WARDEN shall immediately notify a designated representative of the HUMANE ASSOCIATION. For this term, "the dog" will refer to the critically ill or injured dog for which the DOG WARDEN notified the HUMANE ASSOCIATION outside of the ANIMAL SHELTER'S normal business hours. For this term "outside of the ANIMAL SHELTER'S normal business hours" begins at the 5:00 p.m. EST directly before the DOG WARDEN takes possession of the dog and ends at the 11:00 a.m. EST directly after the DOG WARDEN takes possession of the dog.

Should the HUMANE ASSOCIATION determine it is necessary for a veterinarian to respond to the ANIMAL SHELTER to provide critical treatment for or to euthanize the dog, the HUMANE ASSOCIATION shall immediately notify the DOG WARDEN of its determination. Should the veterinarian arrive at the ANIMAL SHELTER to provide critical treatment for or to euthanize the dog before the 11:00 a.m. EST directly after the DOG WARDEN notified the HUMANE ASSOCIATION of the dog, the COMMISSIONERS shall pay a fee of \$200.00 to the HUMANE ASSOCIATION. The COMMISSIONERS shall not be responsible to pay the HUMANE ASSOCIATION the \$200.00 fee unless the HUMANE ASSOCIATION notifies the DOG WARDEN before a veterinarian responds to the ANIMAL SHELTER to provide critical treatment for or to euthanize the dog. The COMMISSIONERS shall only pay one \$200.00 fee to the HUMANE ASSOCIATION for the dog. Outside of that \$200.00 fee, the ANIMAL SHELTER shall be responsible to pay for all further care for the dog.

C. TERMS, MODIFICATIONS, AND CANCELLATIONS

1. This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all prior contracts, agreements, arrangements and understandings heretofore entered into by the Parties relating to the matters provided for herein.

2. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, this Agreement shall be considered to have been drafted by all Parties and shall not be construed in favor of or against any Party.

3. Except for the terms stated in section A. 7. above, either party may terminate this Agreement at any time, with or without cause, upon giving six (6) months written notice to the other party. In the event of the termination of this Agreement, the compensation due the ASSOCIATION as set forth herein shall be prorated to the date of termination.

4. In the event that either party desires to change or modify the terms or conditions of this Agreement, such change or modification shall be submitted to the other party in writing not less than sixty (60) days prior to the suggested effective date of the proposed change.

5. This Agreement may not be changed or modified unless the change or modification is in writing and signed by the Parties in the same manner provided herein.

D. PARTIES

Whenever the terms "COMMISSIONERS" or "ASSOCIATION" are used herein, those terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of the COMMISSIONERS and ASSOCIATION, including, but not limited to, the DOG WARDEN and the HUMANE SOCIETY Agent.

E. CONSTRUCTION

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

F. WAIVER

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

G. GOVERNING LAW

This Agreement is subject to, and will be governed by, and construed in accordance with the substantive laws in force of the County of Warren, State of Ohio which shall have exclusive jurisdiction over any disputes except in matters of conflict of laws.

H. RELATIONSHIP OF THE PARTIES

The Parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. Neither Party shall be responsible to the other or shall direct the work of the other, except as provided herein.

I. NEGLIGENCE OF PARTIES

To the fullest extent permitted by law, the COMMISSIONERS agree to be responsible for its own liability, judgments and costs directly relating to any and all acts of negligence by the DOG WARDEN, its agents, and/or its employees. To the fullest extent permitted by law, ASSOCIATION agrees to be responsible for its own liability, judgments, and costs directly relating to any and all acts of negligence by the ASSOCIATION, its agents, and/or its employees. The Parties expressly intend to allow for the full recovery of all damages and remedies otherwise available for negligence actions under Ohio law under this provision of the Agreement.

J. ASSIGNMENT, SUCCESSORS, AND ASSIGNS

Neither Party shall assign any of its rights or delegate any of its duties under this Agreement without the written consent of the other. Subject to the above provision, this Agreement shall be binding on the successors and assigns of the parties.

K. HEADINGS

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

L. NOTICES

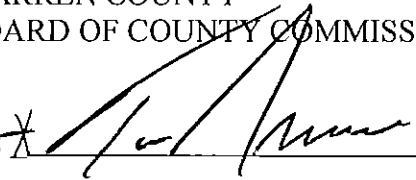
Any notice required or permitted pursuant to this Agreement shall be sent by certified mail to the other Party at the addresses set forth below and deemed given upon the date of mailing.

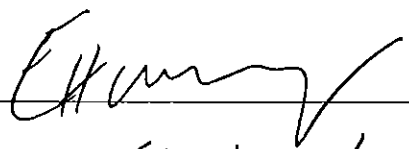
- 1. Notices to COMMISSIONERS: Board of Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, Ohio 45036
- 2. Notices to ASSOCIATION: Humane Association of Warren County
Attn. Executive Director, Eli Hurley
230 Cook Road
Lebanon, Ohio 45036

Either Party may change the address to which notices are to be sent by giving written notice of such change to the other Party.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

HUMANE ASSOCIATION OF WARREN
COUNTY

By: 

By: 

Printed Name: Tom Grossmann

Printed Name: Elijah Hurley

Title: President

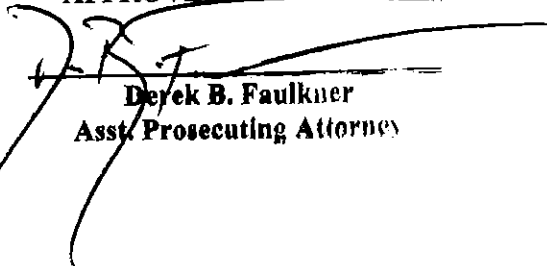
Title: Executive Director

Date: 1/28/25

Date: 01/18/25

IN WITNESS WHEREOF, the Warren County Board of County Commissioners and the Humane Association of Warren County, by and through their duly authorized agents, have executed this Agreement on the date set forth below.

APPROVED AS TO FORM


Deyek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 25-0114

Adopted Date January 28, 2025

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/21/25 and 1/23/25 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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor _____

Resolution

Number 25-0115

Adopted Date January 28, 2025

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH OTTERBEIN LEBANON, INC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE FAIRWAYS OF OTTERBEIN, SECTION 1, SITUATED IN TURTLECREEK TOWNSHIP

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

AGREEMENT

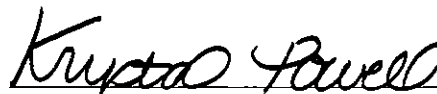
Bond Number	:	25-001 (W/S)
Development	:	Fairways of Otterbein, Section 1
Developer	:	Otterbein Lebanon, Inc.
Township	:	Turtlecreek
Amount	:	\$36,202.50
Surety Company	:	Berkley Insurance Company (0259397)

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 28th day of January 2025. .

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

CGB

cc: Otterbein Lebanon, Inc., 3855 Lower Market St., Suite 300, Lebanon OH 45036
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830
Water/Sewer (file)
Bond Agreement file

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 _____ 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 \$36,202.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Otterbein Lebanon, LLC

3855 Lower Market Street

Suite 300

Lebanon, OH 45036

Ph. () -

D. To the Surety:

Berkley Insurance Company
475 Steamboat Rd
Greenwich, CT 06830
Ph. (203) 542- 3800

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.**

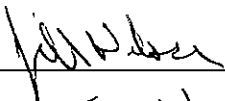
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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: Jan Wasor
TITLE: President
DATE: 1/22/25

SURETY:

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

SIGNATURE: 
PRINTED NAME: Dustin Stevens
TITLE: Attorney in Fact
DATE: 01/17/2025

[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 25-0015, dated 1/28/25

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: * [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 1/28/25

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Dustin Stevens

Surety Bond No.: 0259397
Principal: Otterbein Lebanon, Inc.
Obligee: Warren County Board of Commissioners

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

(Seal) [Seal] Attest:
By Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafler
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

[Signature]
Notary Public, State of Connecticut

MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 17th day of January, 2025.

(Seal) [Seal]

[Signature]
Vincent P. Forte

Resolution

Number 25-0116

Adopted Date January 28, 2025

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS)
SECURITY AGREEMENT WITH OTTERBEIN LEBANON, INC. FOR INSTALLATION OF
CERTAIN IMPROVEMENTS IN FAIRWAYS OF OTTERBEIN, SECTION 1 SITUATED IN
TURTLECREEK 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	:	25-001 (P/S)
Development	:	Fairways of Otterbein, Section 1
Developer	:	Otterbein Lebanon, Inc.
Township	:	Turtlecreek
Amount	:	\$1,109,551.30
Surety Company	:	Berkley Insurance Company (0266347)

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

25-001 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Otterbein Lebanon, Inc. (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Fairways of
Otterbein **Subdivision, Section/Phase** 1 (3) (hereinafter the "Subdivision") situated in
Turtlecreek (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 \$2,748,588.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$853,501.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$1,109,551.30 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$549,717.60 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:

Otterbein Lebanon, LLC
3855 Lower Market Street, suite 300
Lebanon, OH 45036

Ph. (513) 932 - 2020

D. To the Surety:

_____ Berkley Insurance Company _____

_____ 475 Steamboat Rd _____

_____ Greenwich, CT 06830 _____

_____ Ph. (203-) _____ 542 _____ - _____ 3800 _____

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: *Jim Watson*

PRINTED NAME: Jim Watson

TITLE: President

DATE: 12/15/25

SURETY:

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

SIGNATURE: *Dustin Stevens*

PRINTED NAME: Dustin Stevens

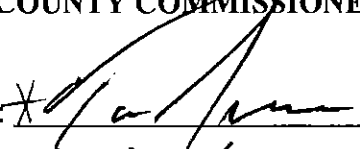
TITLE: Attorney in Fact

DATE: 12/02/2024

[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 25-0114, dated 1/28/25

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 1/25/28

RECOMMENDED BY:

By: Kurt E. Weber / RGH
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Dustin Stevens**

Surety Bond No.: 0266347

Principal: Otterbein Lebanon, Inc.

Obligee: Warren County Board of Commissioners

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

(Seal)



Attest:

By Philip S. Welt
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA G. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2028

Maria G. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 2nd day of December, 2024.

(Seal)



Vincent P. Forte
Vincent P. Forte

MAINTENANCE BOND (PERFORMANCE BOND)

KNOW ALL MEN BY THESE PRESENTS THAT WE, Otterbein Lebanon, Inc as Principal

(hereinafter called the Obligor), and Berkley Insurance Company as surety, and held firmly bound to the Board of County Commissioners, Butler County, Ohio (hereinafter called the County) in the sum of \$83,075.00 (10% of the cost of the water and/or sanitary sewer improvements) to the payment of which sum, well and truly to be made, we do bind ourselves, heirs, executors and administrators, jointly and severally, by these presents.

Signed by us and dated at Cincinnati, Ohio this 17th day of January 2025.

WHEREAS, the Obligor has requested authorization from the County to extend the Butler County public water and/or sanitary sewer system to the following lots and lands:

Subdivision Fairways at Otterbein
Township Turtlecreek Section 24 & 30 Town 4 Range 3

NOW, THEREFORE, the conditions of authorization by the County are as follows:

PERFORMANCE BOND - The Obligor agrees that if said water and/or sanitary sewer improvements are installed in conformance with the improvement plans, as approved by the County, and the standard specifications, rules and regulations of the County, said Obligor will submit to the County three (3) sets of "As Built" improvement plans (1-Black Line Mylar and 2-Blue Line copies) with the minimum basement elevations and the recorded actual locations of all pipes, valves, services, etc., signed and sealed by the Obligor's engineer certifying the accuracy of the information. Said "As Built" shall be submitted within Sixty (60) days of the date service is initiated to any part of the improvement. The Obligor further agrees to reimburse and repay the County for all outlays and expenses incurred by the County in having to complete said "As Built" in the event of default, which obligation shall not exceed the sum of \$ _____ (10% of the installation cost of said water and/or sewer improvements). The preceding Performance Bond is in no way to be construed to bind the Obligor or Surety to the installation of said water and/or sewer improvements.

MAINTENANCE BOND — For a Period of one (1) year, beginning from the date the improvement is completed and tested by the Obligor and accepted by the County, the Obligor shall remain bound in the amount of \$83,075.00 (10% of the improvement cost) to indemnify the County against any loss, damage or expense arising directly by reason of defective materials or workmanship used in the construction of said improvements or as a result of other improvements, adjustments, etc., completed or authorized by completion by the Obligor. The Obligor further agrees to make all repairs, replacements, etc., promptly on notice by the County or to reimburse the County for all expenses incurred in making such repairs, replacements, etc..

If the Obligor shall faithfully perform the above conditions, when this obligation shall be void; otherwise to remain in full force and virtue in law.

Executed in presence of:

Otterbein Lebanon, Inc.

By: [Signature]



Bond Accepted:

Berkley Insurance Company

By: [Signature]

Dustin Stevens Attorney-in-Fact

SURETY ADDRESS

475 Steamboat Road

Greenwich, CT 06830

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Dustin Stevens

Surety Bond No.: 0259395
Principal: Union Village Development Company
Obligate: Board of County Commissioners, Butler County, Ohio

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

(Seal) [Seal] Attest: By Philip S. Welt Executive Vice President & Secretary

Berkley Insurance Company By Jeffrey M. Hafler Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2028

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 17th day of January, 2025.

(Seal) [Seal] [Signature]
Vincent P. Forte

Resolution

Number 25-0117

Adopted Date January 28, 2025

APPROVING VARIOUS RECORD PLATS

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

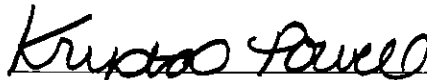
- The Fairways of Otterbein, Section 1 Final Plat – Turtlecreek Township
- Sandy Run Country Estates Phase 5 Replat – Wayne Township

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 25-0118

Adopted Date January 28, 2025

ACCEPTING AN AMENDED CERTIFICATE FOR THE MASON-MORROW-MILLGROVE ROAD BRIDGE REPLACEMENT PROJECT FUND #4458 AND APPROVING A SUPPLEMENTAL APPROPRIATION INTO FUND #4458

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Mason-Morrow-Millgrove Rd Bridge Replacement Project, an amended certificate and a supplemental appropriation are necessary.

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Budget Commission in the amount of \$64,000 for the Mason-Morrow-Millgrove Rd Bridge Replacement Project; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation into Engineer's fund #4458 Mason-Morrow-Millgrove Rd Bridge Replacement Project:

\$64,000.00 into #44583130-5320 (Capital Purchases)

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
Amended Certificate file
Supplemental App. file
Engineer (file)

Resolution

Number 25-0119

Adopted Date January 28, 2025

APPROVING AN OPERATIONAL TRANSFER FROM COMMISSIONERS' FUND #11011112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #2270

WHEREAS, the Mary Haven Youth Center has requested that the First Quarter of their 2025 operating contribution be transferred from the County Commissioners Fund #11011112 into the Mary Haven Youth Treatment Center Fund #2270.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #11011112 into Mary Haven Youth Treatment Center Fund #2270:

\$330,714.50 from #11011112-5744 (GENL BOCC OT Mary Haven Home)
into #2270-49000 (Distributions & Transfers)

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Probate/Juvenile (file)
Operational Transfer file
OMB

Resolution

Number 25-0120

Adopted Date January 28, 2025

APPROVING AN OPERATIONAL TRANSFER FROM MOTOR VEHICLE FUND #2202
INTO STATE OPWC LOAN FUND #3360

BE IT RESOLVED, to approve the following operational transfer:

\$112,715.70 from #22023120-5997 (Operational Transfer)
into #3360-49000 (Operational Transfer)

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Operational Transfer File
Engineer (file)

Resolution

Number 25-0121

Adopted Date January 28, 2025

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

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 35,000.00 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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0122

Adopted Date January 28, 2025

APPROVING APPROPRIATION DECREASES FOR COUNTY CONSTRUCTION PROJECT FUND #4467 AND COURTS BUILDING FUND #4494

WHEREAS, Facilities Management has been approved for appropriations in various funds in the 2025 budget process; and

WHEREAS, due to lack of available budget, some appropriations need to be lowered for 2025 calendar year.

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

\$6,062,276.17 from #44673726-5320 (Capital Purchases)

\$ 190,000.00 from #44943729-5320 (Capital Purchases)

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

kp

cc: Auditor ✓
Appropriation Decrease file
Facilities Management (file)
OMB

Resolution

Number 25-0123

Adopted Date January 28, 2025

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

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

\$14,733.00	from	#11011110-5882	(Genl BOCC – Vacation Leave Payout)
	into	#11012210-5882	(Shrf Det –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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff (file)
OMB

Resolution

Number 25-0124

Adopted Date January 28, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR'S OFFICE
FUND #11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2,000.00 from #11011150-5210 (Genl Pros Material & Supplies)
 into #11011150-5910 (Genl Pros Other Expense)

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

MRB/

cc: Auditor
 Appropriation Adjustment file
 Prosecutor (file)

Resolution

Number 25-0125

Adopted Date January 28, 2025

APPROVING APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00 from #11011600-5210 (Material & Supplies)
 into #11011600-5370 (Software Non Data Bd.)

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 25-0126

Adopted Date January 28, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND
#2270

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

\$500.00	from	#22701240-5102	(Regular Salaries)
	into	#22701240-5882	(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:

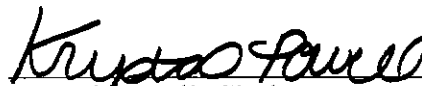
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor____
Appropriation Adj. file
Mary Haven (file)

Resolution

Number 25-0127

Adopted Date January 28, 2025

APPROVING APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustments:

\$1,750.00 from #44923814-5320 (Capital Purchases)
 into #44923814-5317 (Non Capital Purchases)

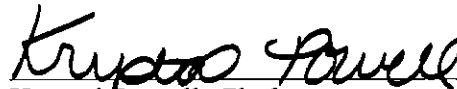
\$6,500.00 from #44923814-5320 (Capital Purchases)
 into #44923814-5370 (Software Non Data Board)

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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
 Appropriation Adj. file
 Telecom (file)

Resolution

Number 25-0128

Adopted Date January 28, 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:

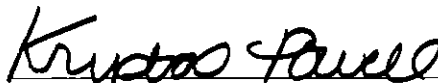
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
BLD	CINCYAUTOS INC	BLD 2025 FORD EXPLORER	\$ 41,179.00 *vehicle/ 3 quotes
WAT	XYLEM WATER SOLUTIONS USA INC	SEW FLYGT PUMP #1 FOR MEIJER S	\$ 51,925.00 *capital purchase/ sole source
WAT	DEERE & COMPANY	WAT ET ZERO TURN MOWER FOR FRA	\$ 14,992.40 *capital purchase/ state contract

PO CHANGE ORDERS

FAC	PROLINE DEVELOPMENT INC	FAC ADDED CAMERA VIEWING STATIO	\$ 1,645.02 *increase/ RFP
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Approved 1/25/25 by:



Martin Russell, County Administrator

Resolution

Number 25-0129

Adopted Date January 28, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES
FUND #2273

BE IT RESOLVED, to approve the following appropriation adjustment to process vacation leave payout for former employee of Children Services, Lisa Benton:

\$200.00	from	#22735100-5881	(Sick Leave Payout)
	into	#22735100-5882	(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 28th day of January 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

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