

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

Resolution

Number 21-0068

Adopted Date January 19, 2021

AUTHORIZE THE POSTING OF THE "FISCAL ASSISTANT" POSITION, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Fiscal Assistant" position within the Water and Sewer Department; and


BEFORE BE IT RESOLVED, to authorize the posting of "Fiscal Assistant" position in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 11, 2021.

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

c: Water/Sewer (file)
OMB – Sue Spencer
T. Reier

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

Resolution

Number 21-0069

Adopted Date January 19, 2021

APPROVE APPOINTMENTS TO THE WARREN COUNTY FAMILY SERVICES PLANNING COMMITTEE AND SOLID WASTE MANAGEMENT POLICY COMMITTEE

WHEREAS, several members of the Family Services Planning Committee and the Solid Waste Management Policy Committee no longer wish to serve, and new members need to be appointed; and

NOW THEREFORE BE IT RESOLVED, to approve the following appointments to the Warren County Family Services Planning Committee and the Solid Waste Management Policy Committee:

Family Services Planning Committee

Aaron Reid (filling term of Eugene Rose) Warren County Community Services	Term - indefinite
Laura Stanton (filling term of Kathy Michelich) OSU Extension – Warren County	Term – indefinite
Kathie MacNeil (filling term of Kim Sellers) Warren County ESC	Term – indefinite
Duane Stansbury (filling term of Lori Smythe) Warren Co. Combined Health District	Term – indefinite
Kristi Bowen (filling term of April McIntosh) Resident	Term – indefinite
Mardia Shands Miami Valley Gaming	eliminate appointment

Solid Waste Management Policy Committee

Martin Russell (filling term of Tiffany Zindel) Term – indefinite

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Appointment file

Solid Waste (file)
L. Lander

Appointees

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

Resolution

Number 21-0070

Adopted Date January 19, 2021

**ADVERTISE FOR BIDS FOR THE SANITARY SEWER MANHOLE AND SEWER MAIN
REHABILITATION – PHASE 1 PROJECT**

BE IT RESOLVED, to advertise for bids for the Sanitary Sewer Manhole and Sewer Main Rehabilitation – Phase 1 Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation two weeks prior to the bid opening date, and to advertise and make the bidding documents available on the County Internet Website, with bid opening to occur on February 18, 2021 @ 11:00 a.m.

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 21-0071

Adopted Date January 19, 2021

ADVERTISE FOR BIDS FOR THE 2021 WELL REDEVELOPMENT PROJECT

BE IT RESOLVED, to advertise for bids for the 2021 Well Redevelopment Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation two weeks prior to the bid opening date, and to advertise and make the bidding documents available on the County Internet Website, with bid opening to occur on February 25, 2021 at 11:00 am.

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

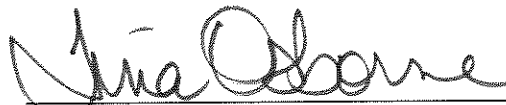
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 21-0072

Adopted Date January 19, 2021

**APPROVE NOTICE OF INTENT TO AWARD BID TO AMERICAN BORING INC. FOR
THE TOWNSHIP LINE ROAD RURAL WATERLINE PROJECT**

WHEREAS, bids were closed at 2:00 p.m., January 7, 2021, and the bids received were opened and read aloud for the Township Line Road Rural Waterline Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, staff engineer, American Boring, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to American Boring Inc., 6895 Pickering Road, Carroll, Ohio for a total bid price of \$190,733.61; and

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

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

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

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Water/Sewer (file)
OMB Bid file

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

Resolution

Number 21-0073

Adopted Date January 19, 2021

APPROVE ENGINEERING AGREEMENT WITH BURGESS & NIPLE, INC FOR THE FOSTERS LIFT STATION AND GRAVITY SEWER IMPROVEMENTS PROJECT

WHEREAS, this Board of County Commissioners (the "Board") desires professional engineering services for the planning, surveying, geotechnical investigation, design (including preparation of construction drawings and specifications), and construction services for a project to eliminate the Bear Run Lift Station and force main, extend a gravity sewer and water main under the Little Miami River to allow the elimination of the piping on the Old 3C Highway bridge, and make improvements to the Fosters Lift Station to handle the additional capacity; and

WHEREAS, this Board directed the Warren County Water and Sewer Department on June 9, 2020, through Resolution 20-0792, to issue a Request for Qualifications for the aforesated project; and

WHEREAS, this Board, during a public work session on August 18, 2020, directed the Warren County Sanitary Engineer to enter into negotiations with Burgess & Niple, Inc., the top ranked firm; and

WHEREAS, Burgess & Niple, Inc. was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code, §§ 153.66 through 153.69); and

NOW THEREFORE BE IT RESOLVED, to enter into an Agreement with Burgess & Niple, Inc, for engineering services for the above referenced project, subject to the following conditions:

1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part hereof.
2. Compensation shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Burgess & Niple
Water/Sewer (file)
Project file

**ENGINEERING AGREEMENT
FOSTERS LIFT STATION AND GRAVITY SEWER IMPROVEMENTS PROJECT**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and BURGESS & NIPLE, INC., 525 Vine Street, Suite 1300, Cincinnati, Ohio 45202 (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the County desires professional engineering services for the planning, surveying, geotechnical investigation, design (including preparation of construction drawings and specifications), and construction services for a project to eliminate the Bear Run Lift Station and force main, extend a gravity sewer and water main under the Little Miami River to allow the elimination of the piping on the Old 3C Highway bridge, and make improvements to the Fosters Lift Station to handle the additional capacity.

WHEREAS, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

NOW, THEREFORE, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

I. SCOPE OF SERVICES

TASK 1 – PLANNING

Consultant shall review the existing infrastructure (sanitary sewer collection system, gravity sewers, lift stations, force mains, water distribution system, water mains, and other utilities) and the other features and constraints of the project area. Alternatives for each aspect of the project shall be developed and evaluated. Ultimately, a preliminary engineering report will be developed to document alternatives evaluated and recommendations made.

To better define and understand the project area, the Consultant shall hire subconsultants to perform topographic survey and geotechnical investigation of the project area. For this project, it will be important to define these aspects during the planning phase to better evaluate alternatives. Subconsultant work shall include the following:

1. Consultant shall hire and prepare a subcontract for subconsultant to provide the necessary topographic survey throughout the project site to supplement as-built and GIS information provided by the County. Elevations surveyed will be based on existing survey benchmarks and relative to that datum. The survey subconsultant shall also prepare surveying legal documents necessary for easement and property acquisition (2 assumed). An optional task and associated fee for additional surveying services (survey, base mapping, and/or easements), if required, is provided under Section III below. Actual easement and property acquisitions shall be performed by the County.
2. Consultant shall hire and prepare a subcontract for geotechnical subconsultant to provide the necessary geotechnical investigation. The scope will provide a total of 5 geotechnical borings. one boring (approximately 30-feet deep) will be provided at the location of the proposed diversion structure, in the vicinity of the existing Bear Run Lift Station. Two borings (one at 50-feet deep and the other at 50-feet deep or auger refusal) will be provided at the proposed wetwell of the proposed supplemental lift station at the Fosters Lift Station site. One boring will be provided on each side of the Little Miami River, along the bank and along the proposed gravity sewer alignment. The maximum exploration depth is estimated to be 45 feet and will depend on access to the riverbank. Acoustical soundings will be performed in the river to verify rock elevation between the boring locations. The surface geophysical exploration program will consist of acoustical sounding and Electrical Resistivity Imaging (ERI). Acoustical soundings will be performed along the width of Little Miami River to characterize the "mudline" near the sewer river crossing. Two (2) ERI survey lines spaced about 5 feet apart along the sewer river crossing will be performed to map the top-to-bedrock. The maximum survey length is estimated to be about 350 linear feet. An optional task and associated fee for additional geotechnical engineering services, if required, is provided under Section III below.

The Consultant shall develop alternatives for elimination of the existing Bear Run Lift Station, including:

1. Alternatives for locations of where to locate the proposed diversion structure to reroute sanitary flows from the existing Bear Run List Station to the proposed gravity sewer.
2. Alternatives of measures to abandon the existing Bear Run Lift Station but allowing it to remain operational for redundancy.
3. Work with the County to project the build-out flows of this service area. It is assumed the County has a reasonably good idea of future development and can

provide the majority of the information on build-out flows without significant effort from the Consultant.

4. Work with the County to identify improvements necessary to the existing Bear Run Lift Station. Improvements are assumed to be very minor as concrete repairs, architectural, roofing, painting, and HVAC improvements were recently completed in 2019.

The Consultant shall develop alternatives for the proposed gravity sewer, including:

1. Alternatives for alignments of the proposed gravity sewer that will convey flow from the existing sewer influent to the Bear Run Lift Station and to the Fosters Lift Station.
2. Alternatives for installation of the proposed gravity sewer under the Little Miami River (open cut and trenchless methods).
3. Size the gravity sewer.

The Consultant shall develop alternatives for the supplementation or upgrade of the existing Fosters Lift Station, including:

1. One alternative is supplementing the existing Fosters Lift Station with a proposed wetwell that is not hydraulically connected to the existing wetwell. The new wetwell and pumps would operate independently from the existing Fosters Lift Station. The new lift station would be sized to convey the dry weather and wet weather flows from the proposed gravity sewer. The pump discharge would connect to the existing Fosters Force Main.
2. A second alternative is supplementing the existing Fosters Lift Station by connecting the existing wetwell to the proposed wetwell with a gravity overflow line and utilizing the existing pumps and the existing wetwell to convey the wet weather flows from the proposed gravity sewer. The proposed wetwell and pumps would be sized to convey the dry weather flows from the proposed gravity sewer. The pump discharge would connect to the existing Fosters Force Main.
3. A third alternative is supplementing the existing Fosters Lift Station with a proposed wetwell that is will be hydraulically connected to the existing wetwell. The new lift station would be sized to convey current flows. Once this new station is operational, the existing Fosters Lift Station wetwell will be modified to lower the bottom elevation to match the bottom elevation of the new wetwell and new pumps will be installed at this deeper elevation. The two wetwells would then be operated as a single lift station. This will start with a structural analysis and high level construction cost estimate to verify the feasibility of this alternative.

4. Alternatives of locations on the site for the proposed supplemental lift station wetwell.
5. Alternatives of how to provide power to the proposed pumps, either from the existing Fosters Lift Station electrical room or from a separate service which would require a new electrical room at the proposed wetwell.
6. Work with the County to identify improvements necessary to the existing Fosters Lift Station, including force main sizing.

The Consultant shall develop alternatives for the proposed water main, including:

1. Alternatives for alignments of the proposed water main that will convey flow from the existing water main on the East side of the Little Miami River to the existing water main on the West side of the Little Miami River.
2. Alternatives for installation of the proposed water main under the Little Miami River (open cut and trenchless methods).

The Consultant shall evaluate each alternative and list advantages and disadvantages for each. The Consultant shall also develop budget-level capital cost estimates for each alternative, of which the Consultant shall prepare a recommended alternative to carry forward to design.

Deliverable: Preliminary Engineering Report documenting the above analysis.

TASK 2 – DETAILED DESIGN

Consultant shall prepare plans and technical specifications for the proposed improvements. Plans will be produced in 22"x34" format in AutoCAD. Technical specifications will be produced in Microsoft Word. Front end specifications will be provided by the County and edited/coordinated by the Consultant. The Consultant shall supply paper copies of documents for the County's reviews, regulatory review, and permitting as required. Design review submittals will occur at 30%, 60%, and 90% complete. Consultant shall provide final sealed bidding documents in electronic form in PDF format. Unsealed bidding documents in AutoCAD and Word format will be provided as well. The 60% and 90% design review documents will be used for regulatory review. Bidding documents will include general, site/civil, process, architectural, structural, mechanical, electrical, and instrumentation drawings. Sub-tasks to be performed by the Consultant under Task 2 include:

1. Attend a kickoff meeting with County and the Consultant's design staff, complete with site visits for the Consultant's design staff.
2. Prepare one-page monthly progress reports during the design phase to update the County on the Consultant's progress. Each report will summarize work

recently completed, work in progress, and work anticipated to be completed over the next month.

3. Prepare the following:

- Plan sheet list
- Technical specification list
- Front end specification list
- Power use list
- Instrumentation list
- Valve list
- Pipe list
- Sequence of construction
- Electrical one-line diagrams
- Functional description
- Confirm existing power and panels
- Confirm existing instrumentation and control

4. The Consultant shall design the following improvements for construction:

- Existing Bear Run Lift Station Site
 - Install a diversion structure over the existing gravity sewer influent to the existing Bear Run Lift Station. Provide manual sluice/slide gates inside the diversion structure to allow flow to be sent either to the proposed gravity sewer or to the existing Bear Run Lift Station.
 - Make modifications to the Bear Run Lift Station to allow it to be taken out of service, kept in place for redundancy, and to be utilized in case of emergency.
 - Improvements to the existing Bear Run Lift Station:
 - Improvements are assumed to be very minor as concrete repairs, architectural, roofing, painting, and HVAC improvements were recently completed in 2019.
 - If required, design the demolition of the existing water main and force main pipes from the Old 3C Highway bridge.
- Proposed gravity sewer
 - Install a gravity sewer from the proposed diversion structure to the proposed supplemental wetwell at the existing Fosters Lift Station site, primarily via open cut installation methods.
 - Cross the Little Miami River with the proposed gravity sewer either via open cut or trenchless installation methods.
 - Provide bioengineered stream bank stabilization and return the stream segment impacted by construction activities to preconstruction conditions.

- Cross the Old 3C Highway west of the Little Miami River via trenchless installation methods.
- Existing Fosters Lift Station Site
 - Expand the capacity of the existing Fosters Lift Station by adding a proposed wetwell adjacent to the existing wetwell. In the proposed wetwell provide pumps appropriately sized to handle the projected build-out capacity (dry weather or wet weather build-out capacity as determined in the planning phase) of the service area with firm capacity.
 - It is understood that a grinder or screen at the influent portion of the proposed wetwell will not be required.
 - Provide power feed for these proposed pumps from the existing electrical service and existing electrical room of the existing Fosters Lift Station.
 - Coordinate with the utility company to provide a new power service and transformer to the expanded pump station site.
 - Provide the architectural, structural, and mechanical design necessary to expand the existing building or design a small electrical building. The Consultant shall evaluate the use of a double-wythe block building with a standing seam metal roof at a 4:12 slope, with gutters and downspouts, and a concrete foundation.
 - Provide a new standby generator dedicated to supplemental emergency power for the expansion.
 - Design the site piping necessary for the proposed supplemental lift station to connect to and utilize the existing Fosters Force Main.
 - Design power and control improvements to the proposed supplemental lift station at the Fosters Lift Station site.
 - Design the site work to accommodate the proposed supplemental lift station including grading, drainage, and pavement improvements. This includes work to extend the existing retaining wall that runs perpendicular to the Little Miami River, removing the retaining wall that runs parallel to the Little Miami River, and cutting the grade down to be similar to that of the existing Fosters Lift Station pavement area.
 - Improvements to the existing Fosters Lift Station:
 - The existing lift station will be further evaluated during planning to make improvement recommendations. For design fee estimating purposes, it will be assumed that

improvements shall include cleaning, painting, and HVAC upgrades to the valve room; and any necessary building improvements to ensure the long term integrity of the facility (such as minor concrete, masonry, and roof repairs).

- Proposed water main
 - Install a water main from the existing water main on the East side of the Little Miami River to the existing water main on the West side of the Little Miami River, primarily via open cut installation methods.
 - Cross the Little Miami River with the proposed water main either via open cut or trenchless installation methods.
 - Provide bioengineered stream bank stabilization and return the stream segment impacted by construction activities to preconstruction conditions.
 - Remove the existing 16-inch water main from the Old 3C Highway
- 5. The Bid Package is estimated to include 3 general, 22 site/civil, 12 process, 5 architectural, 6 structural, 2 mechanical, and 11 electrical/I&C sheets.
- 6. Prepare material takeoff sheets and provide 60% design and final opinion of probable construction cost.
- 7. The Consultant shall provide internal technical reviews and constructability reviews.
- 8. The Consultant shall conduct a separate meeting to discuss instrumentation and controls to ensure all control functionality desired by the County is provided for in the design. Systems integration, including programming of programmable logic controllers (PLCs – Precision Digital Controllers with installed spare per the County's Pump Station Standards) and the County's Mission Communication cell based telemetry, shall be performed under the construction contract.

The proposed scope of work does not include the following:

- Modifications to any of the existing structures beyond what is described above.
- Creating separate bid packages for portions of the overall project. (It is understood the bid items for the water work and sewer work need to be separated in the bid form under the base scope of work as these items shall be paid from different enterprise funds.)
- Floodplain permitting (as all permanent structures will be installed above the flood plain).
- Any additional work required to bring power to the site. It is assumed the necessary power will be available from the power utility at the site.

TASK 3 – PERMITTING

The Consultant shall assist the County in preparing and submitting documentation to state and local agencies having jurisdiction over some aspect of the project. All permit fees shall be paid by the County and are not included in the Consultant's fee. This work includes:

- Preparation of all documentation required by the Ohio Environmental Protection Agency (OEPA) for plan review and approval as part of the OEPA Permit to Install (PTI) permitting process. This includes preparing and furnishing four sets of plans, one set of technical specifications, permit application, appendices to the permit application and basis of design calculations.
 - The Consultant shall respond to the reasonable and ordinary questions and comments from OEPA as part of the PTI process. This includes agency comments based on the Ten States Standards, Agency design standards, and published design guidance. Consultant shall modify bidding documents in response to such comments to provide documents approvable by OEPA.
- Prepare Right-of-Way (R/W) permits and submit them to the Warren County Engineer for approval.
- Coordinate with the U.S. Fish & Wildlife Services (USFWS), National Park Service (NPS), and Ohio Department of Natural Resources (ODNR). ODNR owns the bike path and manages the Little Miami River. As the Little Miami River is a National Wild and Scenic River, coordination with the NPS will also be necessary. B&N will work with ODNR to facilitate NPS coordination. No permits are required, but approvals from these entities will be required to cross the Little Miami River with utilities. USFWS and ODNR also maintain lists of federal and state endangered and threatened species. We will work with ODNR and USFWS to identify listed species that may require surveys and/or mitigation for project impacts. Preliminary evaluations indicate these species will include:
 - Mammals:
 - Indiana Bat (Winter tree clearing [10/1 – 3/31] should be sufficient mitigation)
 - Northern Long-Eared Bat (Winter tree clearing [10/1 – 3/31] should be sufficient mitigation)
 - Mussels:
 - Rayed Bean Mussels (survey required [5/1 – 10/1] and relocation prior to construction if present)
 - Several ODNR listed species (survey required [5/1 – 10/1])

- Fish:
 - Several ODNR listed species (avoiding construction during the in-water restriction period [4/15 – 6/30] should be sufficient mitigation)
- Plants:
 - Running Buffalo Clover (survey required [5/1 – 6/1] and relocation prior to construction if present)
- An optional task and associated fee for additional biological / environmental surveys, if required, is provided under Section III below. This is primarily for Phase 2 mussel surveying/reporting and mussel relocation, if certain species are found to be present at the project site.
- Coordinate with the Ohio Historic Preservation Office (OHPO) regarding potential impacts to historic properties. No permit is required from OHPO, but coordination with OHPO is required to confirm no historic properties listed or eligible for listing on the National Register of Historic Places (NRHP) is required for Clean Water Act (CWA) Section 404 permitting. There are several previously identified historic resources in the project area. Field work will be required to confirm the actual presence of the resources identified. We anticipate being able to avoid any historic resources.
 - If we are unable to avoid the identified resources, a full Phase I Cultural Resource Survey will be required. This is included in the base scope of work. An optional task and associated fee for additional cultural resources studies, if required, is provided under Section III below.
- Coordinate with the Little Miami Conservancy. No permit is required, but prior coordination with this local advocacy organization is advisable to facilitate permitting success. We understand the County has met with this organization regarding this project, but we anticipate two additional meetings will be required for coordination purposes.
- Prepare CWA Section 404 permit application documents and submit to the U.S. Army Corps of Engineers (USACE). Based on available information to date, this project should be eligible for Section 404 authorization under Nationwide Permit 12 for Utility Line Activities, so an individual Section 404 permit is not anticipated. It is anticipated that a duration of at least 3 months will be required to obtain this permit from time of submittal.
- Prepare either an Individual Section 401 Water Quality Certification (WQC) application or seek a Director's Authorization (DA) waiving Individual Section 401 review from OEPA. We will request a pre-application meeting with the OEPA Division of Surface Water to determine which will be required. The Individual 401 requires a public notice period and can take 12 months to obtain this permit from

the time of submittal. Based on the temporary nature of impacts, the project may be eligible for a DA.

- Aid the County in preparing the building permit by answering questions and providing necessary information. The County will be responsible for preparing the permit application and responding to the County building official's comments. The Consultant shall furnish four plan sets to the County for building permit submittal.
- Prepare stormwater management permits. (The final Notice of Intent to be covered by the National General Construction Permit must be prepared by the construction contractor.)
- An optional task and associated fee for additional environmental permitting / approvals beyond what is assumed in the base scope of work, if required, is provided under Section III below.

TASK 4 – BIDDING

The Consultant shall assist the County in bidding this project. This work includes:

- Deliver to the County Project Manager final construction documents (plans and specifications) in paper (four sets) and electronic format (files on CD).
- Produce Bid Documents (plans and specifications) for direct sale to prospective bidders from the Consultant's office and distribute plans to plan houses.
- Provide and distribute answers to contractor and vendor questions in the form of two addenda to the construction documents.
- Attend the Pre-Bid Meeting.

The proposed scope of work does not include the following:

- Attend the bid opening.
- Review the Bid Packages and prepare a letter recommending award to the lowest and best bidder.

TASK 5 – CONSTRUCTION SERVICES

Consultant shall furnish construction phase services as herein stated. The construction phase will begin with preparation of documents necessary for award of the construction contract and will end upon the Consultant's written final payment approval, but will be no longer than the sum of the pre-award time, 18 month construction duration, and time to administratively complete documentation of the construction contract. This scope assumes there will be one contract awarded to one prime contractor for all of the design work described above.

During this phase, the Consultant shall provide contract administration services as required to:

- Advise and consult the County and act as the County's representative during construction.
- Conduct a preconstruction conference prior to commencement of construction and monthly construction progress meetings, as necessary, including preparation and distribution of meeting minutes.
- Review construction schedules and schedule of values submitted by the contractor.
- Review equipment and material shop drawings and other data submitted by the contractor for conformity to the contract documents.
- Review equipment Operations and Maintenance (O&M) Manuals.
- Respond in writing to contractor Requests For Information (RFI's).
- Make visits to the site of work during construction and consult with the County concerning progress of the work.
- Review monthly pay estimates submitted by the contractor and make recommendations to the County regarding payments to the contractor.
- Prepare change orders for the County's approval and execution in accordance with the contract documents.
- Review the work of laboratories in the testing and inspection of materials and equipment to be used in construction, and receive all reports by such laboratories on the materials tested for approval or rejection. The cost of such tests and inspection of materials by laboratories, if any, will be paid by the County in all cases where specifications do not specifically require payment to be made by the contractor.
- Assist the County in the utilization of equipment or systems after contractor has placed them in operation.
- Conduct an inspection to determine if the project is substantially complete and prepare a punch list of incomplete items. Perform a final inspection to determine if the project punch list has been completed and the contractor has fulfilled his obligations so that the Consultant may approve final payment to the contractor.
- Furnish two paper sets of prints and one CD in PDF and AutoCAD format of the "record drawings" upon project completion. Record Drawings will incorporate all changes shown on "Red Line" drawings provided to the Consultant by the construction contractor and the Construction Inspector.
- Provide warranty period services as necessary.

The Consultant shall furnish a part-time Construction Inspector. The Construction Inspector shall spend the approximate number of hours per week on the work commensurate with the construction activities as recommended by the Consultant, and shall commence when the contractors start construction work and shall cease when the construction contracts are satisfactorily complete as recommended by the Consultant to the County, but will not exceed the construction time (as defined in the first paragraph of Task 5) without additional compensation. Construction Inspection services will average approximately 16 hours per week for the construction duration. The Consultant shall provide a Construction Inspector as required to:

- Interpret contract documents.
- Observe work in progress for compliance with contract documents including field checks of materials and equipment. Prepare daily reports on the construction on the days a visit to the site is made.
- Observe various tests and review reports from testing laboratories to ensure the construction materials and equipment utilized are in conformance with the contract documents.
- Consult with the County and contractors, giving opinions and suggestions based upon observations, as to defects or deficiencies in the contractor's work and corrective actions required to resolve the identified items. Prepare periodic punch lists.
- Review contractor's monthly and final pay estimates and make recommendations to Consultant's construction engineer regarding payments to the contractor.
- Report regularly to the Consultant's construction engineer and the County Sanitary Engineer regarding progress of work.
- Recommend minor changes in plans and specifications to better suit field conditions. Prepare sketches or drawings of work performed as may be necessary to ensure proper record drawings.
- Maintain a record of construction progress and quantities to be used in the preparation of construction payment estimates.

Nothing in this Agreement, with respect to the furnishing of construction contract administration and construction inspection and the conduct of their duties, will be construed to make the Consultant responsible for, nor to have control of, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work; nor to confer responsibility upon the Consultant for any acts or omissions of the contractor, subcontractor, or others performing the work. Actual liability of construction of the project in accordance with the contract documents is held by the contractor as established by the contract between the contractor and the County. As the Consultant is not a party to said contract, it cannot be, and expressly is not, responsible for any failure by the

contractor to carry out the work in accordance with the contract documents. The Consultant will assist the County in resolving issues related to acts or omission of the contractors to the extent that the original budget allows.

II. COUNTY RESPONSIBILITIES

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.
4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.
5. Provide access to Consultant's staff for field visits to the site(s).

III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with the attached current fee schedule.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all

services performed under this Agreement, and all direct reimbursable expenses, shall not exceed the following amounts:

Task 1 – Planning	\$ 187,925.00
Task 2 – Detailed Design	\$ 347,494.00
Task 3 – Permitting	\$ 92,897.00
Task 4 – Bidding	\$ 18,928.00
Task 5 – Construction Services	<u>\$ 455,377.00</u>
TOTAL AUTHORIZED FEE:	\$ 1,102,621.00

OPTIONAL TASKS (To be used upon authorization by the County):

A) Cultural Resources Study (Additional investigation / reporting, if required)	<u>\$ 5,000.00</u>
B) Environmental Permitting (Additional requirements beyond what is assumed for environmental permitting/approvals, if required)	<u>\$ 10,000.00</u>
C) Biological/Environmental Surveys (Additional investigations / reporting / relocations for species of concern, particularly mussels, if required)	<u>\$ 38,000.00</u>
D) Geotechnical Engineering Services (Additional Geotechnical investigations / testing / reporting, if required)	<u>\$ 10,000.00</u>
E) Surveying Services (Additional survey / base mapping / easement documentation, if required)	<u>\$ 10,000.00</u>

Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

IV. Documents and Contract Documents

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and

specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.

All transfers of ownership and other uses of Project Documents are subject to the following understandings: i) until sealed, such documents are preliminary and are not intended or represented to be suitable as final design for the Project or for any reuse on extensions of the Project or use in connection with any other project, ii) any such use of the unsealed documents without written consent of or adaptation by the Consultant for the specific purpose intended will be at the sole risk of the Party undertaking such use and without liability to the Consultant, and iii) any use of sealed documents for any reuse on extensions of the Project or use in connection with any other project will be at the sole risk of the Party undertaking such use and without liability to the Consultant. The Consultant makes no warranties, express or implied, of merchantability of or fitness for a particular purpose.

Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS

Time to complete each task from the Notice of Authorization to Proceed is as follows:

TASK	DURATION	DATE (WEEK OF)
Project Notice to Proceed (Assumed) & Kickoff Meeting	--	1/11/2021
Survey Field Work Complete	6 Weeks	2/22/2021
Base Mapping Complete & Geotechnical Field Work Complete	4 Weeks	3/22/2021
Alternative Analysis and Preliminary Engineer Report Complete & Geotech Report Complete	8 Weeks	5/17/2021
Planning Study Workshop	2 Weeks	5/31/2021
30% Design Complete	6 Weeks	7/12/2021
30% Design Workshop	2 Weeks	7/26/2021
60% Design Complete	6 Weeks	9/6/2021
60% Design Workshop	2 Weeks	9/20/2021

Submit Permit Applications	1 Week	9/27/2021 ⁽¹⁾
90% Design Complete	6 Weeks	11/8/2021
90% Design Workshop	2 Weeks	11/22/2021
100% Design Complete	4 Weeks	12/20/2021
Obtain USACE 404, ODNR, National Park Service, and SHPO Approvals, Building Permits, R/W Permits, and OEPA PTI	2 Weeks	1/3/2022 ⁽²⁾
Advertise for Bids	26 Weeks	7/4/2022
Bid Opening	4 Weeks	8/1/2022
Obtain OEPA 401 or Director's Authorization & Begin Construction	4 Weeks	8/29/2022 ⁽³⁾
Finish Construction	78 Weeks	2/9/2024

- (1) 404 and 401/Director's Authorization Permits cannot be submitted until the end of September as endangered species field work and subsequent ODNR and USFWS coordination must occur in the summer months, so it is not practical to move this date forward.
- (2) In our experience, it takes approximately 3 months to obtain USACE 404 Nationwide Permit 12 approval, so it is not practical to move this date forward.
- (3) In our experience, it takes approximately 12 months to obtain OEPA individual 401 approval, so it is not practical to move this date forward.
 - a. In our experience, a Director's Authorization (DA) takes approximately 6 months for approval, but it cannot be assumed that one can be applied for at this time given the many environmental concerns in this area. A decision as to whether to apply for the DA for the Individual 401 will be made after some fieldwork/reports are complete and the OEPA pre-application meeting has occurred.

Project schedule may vary based upon review agency comments and schedule; easement acquisition; and other items out of the control of the engineer including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports, design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.
2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of work herein, including, but not limited to, the taking of borings and

laboratory testing of soil and rock samples.

4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

VI. SUPPLEMENTARY SERVICES

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service.

VII. INSURANCE

Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. Consultant shall further carry Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.

Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

VIII. INDEMNIFICATION

Consultant shall defend, indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable

attorney's fees, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

IX. STANDARDS AND PRINCIPLES

Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

X. POLICY OF NON-DISCRIMINATION

Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

XI. PARTIES AND RELATIONSHIP OF PARTIES

Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

XII. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

XIII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between Consultant and County with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements, or otherwise, not herein contained shall be of any force or effect.

XIV. MODIFICATION OR AMENDMENT

No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

XV. 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.

XVI. WAIVER

No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

XVI. ASSIGNMENT

Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will

release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

XVII. NOTICES

All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Burgess & Niple, Inc.
Attn: Ken Sponaugle, PE, Executive Vice President
525 Vine Street, Suite 1300
Cincinnati, Ohio 45202
(513) 579-0042

XVIII. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

XIX. AUTHORITY AND EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, BURGESS & NIPLE, INC, has caused this agreement to be executed by Ken Sponaugle, its Executive Vice President, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: Ken Sponaugle

PRINTED NAME: Ken Sponaugle, PE

TITLE: Executive Vice President

DATE: January 6, 2021

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann, its Vice President, on the date stated below, pursuant to Resolution No. 21-2073, dated 1/19/2021

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: Vice President

DATE: 01/19/2021

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Keith A. Anderson
Assistant Prosecutor

Attachment

I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 3.29. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for this work. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	ESTIMATED RANGE OF DIRECT EMPLOYEE LABOR COSTS	
	Min (\$/Hour)	Max (\$/Hour)
Engineer I	\$ 30	\$ 37
Engineer II	\$ 32	\$ 39
Engineer III	\$ 34	\$ 43
Engineer IV	\$ 36	\$ 52
Engineer V	\$ 40	\$ 68
Engineer VI	\$ 58	\$ 90
Engineer VII	\$ 85	\$ 120
Architect I	\$ 20	\$ 24
Architect II	\$ 22	\$ 28
Architect III	\$ 30	\$ 36
Architect IV	\$ 34	\$ 44
Architect V	\$ 40	\$ 56
Architect VI	\$ 50	\$ 80
Designer I	\$ 28	\$ 40
Designer II	\$ 35	\$ 54
Environmental Scientist III	\$ 26	\$ 32
Environmental Scientist IV	\$ 36	\$ 44
Environmental Scientist V	\$ 44	\$ 56
Environmental Scientist VI	\$ 48	\$ 66
Administrative Assistance	\$ 28	\$ 40
Contract Administrator	\$ 40	\$ 56

In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and work performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long distance phone costs shall not be reimbursable expenses under this contract.

II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement
Subcontract Services

Current Federal Reimbursement Rate
Cost + 0%

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

I, Ken Sponaugle, holding the title and position of Executive Vice President at the firm Burgess and Niple, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

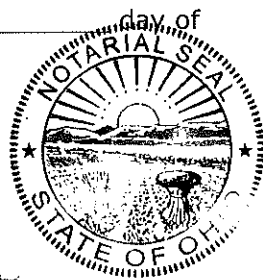
Ken Sponaugle
AFFIANT

Subscribed and sworn to before me this 6th day of January 20 21

Vicki Schottelkotte
(Notary Public),

Hamilton County.

My commission expires November 11 20 22



VICKI L. SCHOTTELKOTTE
Notary Public, State of Ohio
My Commission Expires 11-11-2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE		
INSURED Burgess & Niple, Inc. Attn: Karen Anderson 5085 Reed Road Columbus, OH 43220	INSURER A: National Union Fire Insurance Company of P		NAIC# 19445
	INSURER B: Continental Insurance Company		35289
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D: Continental Casualty Company		20443
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W18905693 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	GL 5268138	04/01/2020	04/01/2021	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 500,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 25,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	Y	Y	CA 4489627	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> OTHER:						PROPERTY DAMAGE (Per accident)	\$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	CUE 6080621408	04/01/2020	04/01/2021	EACH OCCURRENCE	\$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 15,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 0						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 15893628	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			ASH008215011	04/01/2020	04/01/2021	Each Claim:	\$10,000,000
							Aggregate:	\$10,000,000
							Deductible:	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Fosters Lift Station and Gravity Sewer Improvements Project.

The Umbrella/Excess policy does not sit excess over Professional Liability coverage.

Warren County Board of County Commissioners is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability, when required by written contract.

CERTIFICATE HOLDER

Warren County Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Karen Anderson

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Burgess & Niple, Inc. Attn: Karen Anderson 5085 Reed Road Columbus, OH 43220	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured, when required by written contract.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation, when required by written contract and permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of

Policy No. CA 448-96-27 issued to **BURGESS & NIIPLE, INC.**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE



or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer^y of Interest

Form No: CNA75504XX (03-2015)

Policy Page: 21 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6080621408

Policy Effective Date: 04/01/2020

Policy Page: 35 of 56

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of

Policy No. GL 526-81-38 issued to BURGESS & NIPLE, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer.

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of

Policy No. CA 448-96-27 issued to BURGESS & NIPLE, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the Insurer.


Proof of the Insurer emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2020 forms a part of Policy No. WC 015-89-3628

Issued to BURGESS & NIPLE, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

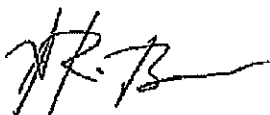
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE



POLICYHOLDER NOTICE NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS

NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS

- In the event this Policy is cancelled prior to its expiration date, for any reason other than non payment of premium, the Insurer shall provide to the broker of record, a blank schedule to be completed by the **Insured** or such broker, with the names and email addresses of any and all certificate holders to whom the **Insured** requests the Insurer provide notification of such cancellation ("notification"). Such schedule must be completed and returned to the Insurer within 5 business days of the broker's receipt. Upon the Insurer's receipt of the completed schedule, the Insurer shall endeavor to provide notification to those entities set out in such schedule. If the schedule is not returned to the Insurer within 5 business days the Insurer will not provide notification. The Insurer will assume that the schedule provided to the Insurer by the **Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file.
- There will be no schedule provided and, consequently, no notification provided, if such cancellation is for non payment of premium.
- Any notification by the Insurer to any party that is not the first **Named Insured** on the Policy is intended as a courtesy only. The Insurer's failure to provide such notification will not extend the Policy cancellation date, or negate cancellation of the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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

Resolution

Number 21-0074

Adopted Date January 19, 2021

**AUTHORIZE FIRST AMENDMENT TO THE WATER SERVICES AGREEMENT WITH
CITY OF SPRINGBORO**

WHEREAS, the County and City entered into a Water Services Agreement dated November 2, 2004 (Warren County Resolution 04-1649 and City of Springboro Resolution R-04-77) clarifying the water services provided by the County outside the City's boundaries; and

WHEREAS, it is the desire of the County and the City to amend the Water Services Agreement to include the area designated in Attachment A, identified as Woodgrove Subdivision, which will now be served as County water customers and City sewer customers; and

NOW THEREFORE BE IT RESOLVED,

1. That the Water Services Agreement dated November 2, 2004 is hereby amended to include the Woodgrove Subdivision.
2. That this modification shall be effective immediately. All other provisions of the Water Services Agreement shall remain unchanged by this action.

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
C/A – City of Springboro

FIRST AMENDMENT TO WATER SERVICES AGREEMENT

This amendment made and entered into this 19 day of January, ~~2020~~²⁰²¹, by and between the Board of County Commissioners of Warren County, Ohio ("the County") and the City of Springboro ("the City") acting pursuant to Chapters 307.15 of the Ohio Revised Code.

WITNESSETH:

WHEREAS, the County and City entered into a Water Services Agreement dated November 2, 2004 (Warren County Resolution 04-1649 and City of Springboro Resolution R-04-77) clarifying the water services provided by the County outside the City's boundaries; and

WHEREAS, it is the desire of the County and the City to amend the Water Services Agreement to include the area designated in Attachment A, identified as Woodgrove Subdivision, which will now be served as County water customers and City sewer customers; and

NOW THEREFORE, in consideration of the mutual promises, terms and conditions herein set forth, the Parties hereby agree to the following:

I. DUTIES OF THE PARTIES:

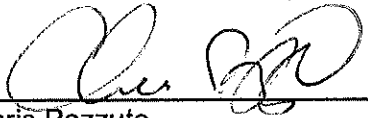
CUSTOMER RATES BILLING AND METER READING County water customers in the Woodgrove Subdivision receiving City sewer shall be billed by the City at water rates established by the County for County water customers. The City shall forward to the County all such water fees collected, less 2.5% which shall be retained by the City for these services.

II. Except as specifically amended hereby, the above-referenced Water Services Agreement shall remain unamended and in full force and effect. All references in the Agreement to the Agreement shall mean the now amended Agreement.


[The remainder of this page is intentionally left blank. Signature Page to follow.]

IN EXECUTION WHEREOF, the parties are in agreement and have hereunto set their hands on the _____ day of _____, 2020.

CITY MANAGER
CITY OF SPRINGBORO, OHIO

 12/21/2020
Chris Pozzuto (Date)

APPROVED AS TO FORM BY:


Gerald L. McDonald, Law Director
City of Springboro, Ohio

IN EXECUTION WHEREOF, the Board of County Commissioners of Warren County, Ohio, upon recommendation of the Warren County Sanitary Engineer, has caused its name to be affixed hereto by Tom Grossmann, its Vice President, on the date stated below, pursuant to Resolution Number 21-0074, dated _____

01/19/2021

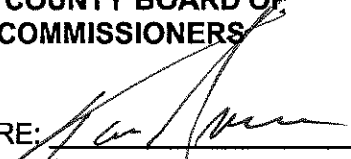
RECOMMENDED BY:

AGREED BY:

WARREN COUNTY
WATER & SEWER DEPARTMENT

WARREN COUNTY BOARD OF
COUNTY COMMISSIONERS

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Chris Brausch, P.E.

PRINTED NAME: Tom Grossmann

TITLE: County Sanitary Engineer


TITLE: Vice President

DATE: 1/11/2021

DATE: 01/19/2021

APPROVED AS TO FORM:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Assistant Prosecutor



Attachment A

CITY OF SPRINGBORO, OHIO
RESOLUTION NO. R-20-37

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF WARREN COUNTY OHIO TO AMEND THE WATER SERVICES AGREEMENT PREVIOUSLY APPROVED UNDER RESOLUTION R-04-77.

WHEREAS, the County and City entered into a Water Services Agreement dated November 2, 2004 (Warren County Resolution 04-1649 and City of Springboro Resolution R-04-77) clarifying the water services provided by the County outside the City's boundaries; and

WHEREAS, it is the desire of the County and the City to amend the Water Services Agreement to include the area designated in Attachment A, identified as Woodgrove Subdivision, which will now be served as County water customers and City sewer customers.

NOW, THEREFORE, THE MUNICIPALITY OF SPRINGBORO HEREBY RESOLVES:

SECTION I

The City Manager is hereby authorized to enter into an amendment to the Water Services Agreement dated November 2, 2004 to include the Woodgrove Subdivision.

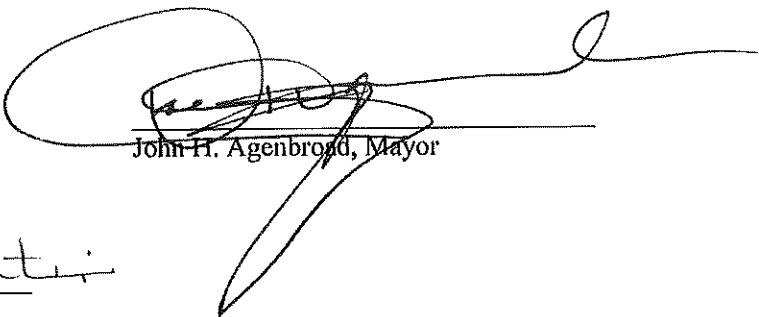
SECTION II

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this council, and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION III

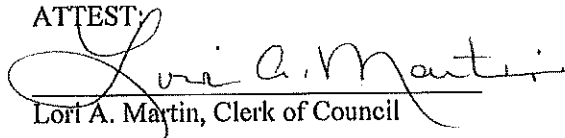
This Resolution shall take effect immediately upon its adoption.

Adopted: December 17, 2020.



John H. Agenbroad, Mayor

ATTEST:



Lori A. Martin, Clerk of Council

This Resolution was prepared by Elmer Dudas, Development Director and reviewed by Gerald L. McDonald, Law Director.

CITY OF SPRINGBORO
LEGISLATIVE COVER MEMORANDUM

1st READING 12/17/20 /Final
2nd READING _____ /Final
3rd READING _____ /Final
EMERGENCY _____

AGENDA ITEM NO(S): 5

MEETING DATE: December 17, 2020

AGENDA ITEM: A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF WARREN COUNTY OHIO TO AMEND THE WATER SERVICES AGREEMENT PREVIOUSLY APPROVED UNDER RESOLUTION R-04-77.

SUBMITTED BY: Elmer Dudas, Development Director

DESCRIPTION: The City and Warren County has previously entered into a water services agreement in areas that are outside of the City, but have City sewer and County water. The city reads the water usage and collects the fees, and then submits the fees collected, less 2.5%, to the County. This amendment will add the Woodgrove Subdivision to the agreement.

BUDGET: N/A

BIDDING: N/A

RECOMMENDATION: Staff recommends approval of said resolution.

EXHIBITS: Agreement

SUBMITTED FOR COUNCIL CONSIDERATION: CHRIS POZZUTO, CITY MANAGER

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

Resolution

Number 21-0075

Adopted Date January 19, 2021

APPROVE THE AMENDMENT TO FOOD SERVICE CONTRACT WITH ARAMARK CORRECTIONAL SERVICES, LLC. ON BEHALF OF WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve the amendment to the food service contract with Aramark Correctional Services, LLC for food services, as attached hereto and made a part of 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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Aramark Correctional Services, LLC
Juvenile (file)

Amendment to Food Service Contract

THIS AMENDMENT (the "Amendment") is entered into this 19 day of January, ~~2020~~ ²⁰²¹ by and between the **Warren County Board of Commissioners** ("COUNTY") and **Aramark Correctional Services, LLC**, a Delaware limited liability company having its principal place of business located at 2400 Market Street, Philadelphia PA 19103 ("VENDOR").

WHEREAS, COUNTY and VENDOR entered into an Amended and Restated Food Service Contract dated January 8, 2020 for the management of the food service operation at the Warren County Juvenile Justice Facility (the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective January 1, 2021.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

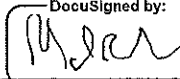
1. **Term:** In accordance with Paragraph 5 of the Agreement, the parties agree that the term of the Agreement shall be extended for a one (1) year period, effective January 1, 2021 through December 31, 2021.

2. **Price Adjustment:** In accordance with Paragraph 5.A. of the Agreement, the parties agree that the price per meal charged to the COUNTY by VENDOR shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from January 1, 2021 through December 31, 2021, and shall supersede in all respects the price per meal set forth in Attachment A of the Agreement or in any other prior agreements between the parties.

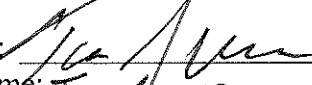
3. Except as provided herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives the day and year first written above.

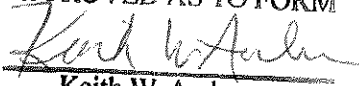
Aramark Correctional Services, LLC

By: 
Mark R. Adams
Chief Financial Officer
12/22/2020

Warren County Board of Commissioners, OH

By: 
Name: Tom Grossmann
Title: Vice President

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecuting Attorney

Attachment A
Warren County, Ohio
Effective January 1, 2021 through December 31, 2021

	Price Per Meal
Juvenile Meals*	\$5.086
Juvenile Snacks*	\$1.070
Staff & Visitors	\$3.210

*Juvenile meals and snacks will be billed on the actual number of juvenile meals ordered or served in a seven-day period, whichever is greater.

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

Resolution

Number 21-0076

Adopted Date January 19, 2021

APPROVE THE AREA 12 DATA SHARING AND CONFIDENTIALITY AGREEMENT – AMENDMENT #1 WITH THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS) ON BEHALF OF THE AREA 12 WORKFORCE INVESTMENT BOARD AND OHIOMEANSJOBS BUTLER, CLERMONT, AND WARREN COUNTIES AND AUTHORIZE THE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS this Amendment provides the BCW Workforce Area-12 access to Unemployment Insurance Trend Report data for outreach to offer services to employers impacted by the COVID-19 pandemic. This Amendment does not provide any fiscal or financial impact to the BCW Workforce Area-12, Warren County, or Warren County Board of Commissioners; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, and OhioMeansJobs Warren County, does hereby approve and execute an amended agreement with Ohio Department of Job and Family Services, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to authorize Martin Russell, Deputy County Administrator to sign documents relative thereto.

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – ODJFS
c/a – Butler County
c/a – Clermont County
Area 12 WIB (file)
OhioMeansJobs (file)

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
DATA SHARING AND CONFIDENTIALITY AGREEMENT
AMENDMENT #1**

D-2021-15-0281-1

This is Amendment #1 to the Agreement between the Ohio Department of Job and Family Services (ODJFS) and Local Workforce Development Area 12, signed by ODJFS on November 19, 2019.

1. In reference to ARTICLE I. Purpose and Legal Authority, the parties agree to add paragraph 4. ARTICLE I(A) is amended to read as follows:
 4. UI Employer Trend Reports may be used exclusively for outreach to offer services to employers impacted by the COVID-19 pandemic.
2. In reference to ARTICLE II. Records Description and Method of Transfer, the parties agree to revise the language in subparagraph f and g. ARTICLE II(B)(1)(f) is amended to read as follows:
 - f. UI Claimant Date of Birth (which may only be used for limited internal identity verification purposes by designated workforce staff, and which is prohibited from being disclosed to prospective employers, non-workforce staff and third parties).
3. In reference to ARTICLE II. Records Description and Method of Transfer, the parties agree to revise the language in subparagraph f and g. ARTICLE II(B)(2)(g) is amended to read as follows:
 - g. Date of Birth (which may only be used for limited internal identity verification purposes by designated workforce staff, and which is prohibited from being disclosed to prospective employers, non-workforce staff, and third parties).
4. In reference to ARTICLE II. Records Description and Method of Transfer, the parties agree to add paragraph 3. ARTICLE II(A) is amended to read as follows:
 3. **Employer UI Trend Report:** ODJFS will send AREA reports of aggregate UI claimant counts of area employers for all counties in the local workforce area. The reports will include a trend indicator that illustrates whether there was an increase, decrease, or stable level of UI claimants separating from each local employer. This report will be sent at intervals to be determined by ODJFS and will be discontinued once ODJFS deems it no longer necessary to support the COVID-19 response. Specific data elements will include:
 - a. Employer Name;
 - b. Week(s) reported; and
 - c. Estimated number of initial and continued claims (presented as a range).
 - d. County

AREA expressly understands that UI Separating employer data shall not be used to quantify or analyze the local or regional impact of COVID-19, or to create reports of any kind—including reports for use by AREA representatives or other local stakeholders.

5. In reference to ARTICLE VIII. Term of Agreement, the parties agree to extend the end date of the Agreement. ARTICLE VIII(A) is hereby amended to read as follows:
 - A. Upon approval by the Director of ODJFS and AREA, this Agreement will be in effect upon the signature of the ODJFS Director and will remain in effect through September 30, 2021, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the termination date.
6. All other terms of the Agreement are hereby affirmed.

SIGNATURE PAGE FOLLOWS

Remainder of page intentionally left blank.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
DATA SHARING AND CONFIDENTIALITY AGREEMENT
AMENDMENT #1**

SIGNATURE PAGE

D-2021-15-0281-1

The parties have executed this Amendment #1 to the Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Local Area 12

Ohio Department of Job and Family Services

Signature (Blue Ink Please)

Kimberly L. Hall, Director

Printed Name

Date

Date

30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

406 Justice Drive, Suite 311
Lebanon, Ohio 45036

Clermont County Board of Commissioners

Warren County Board of Commissioners

Authorized Signature (Blue Ink Please)



Authorized Signature (Blue Ink Please)

Printed Name Date

Martin Russell 1/19/2021
Printed Name Date

Butler County Board of Commissioners

Authorized Signature (Blue Ink Please)

Printed Name Date

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
DATA SHARING AND CONFIDENTIALITY AGREEMENT
AMENDMENT #1**

SIGNATURE PAGE

D-2021-15-0281-1

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Local Area 12

Ohio Department of Job and Family Services

Signature (Blue Ink Please)

Kimberly L. Hall, Director

Printed Name

Date

Date

30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

406 Justice Drive, Suite 311
Lebanon, Ohio 45036

Butler County Board of Commissioners

Clermont County Board of Commissioners

Authorized Signature (Blue Ink Please)

Authorized Signature (Blue Ink Please)

Printed Name Date

Printed Name Date

Authorized Signature (Blue Ink Please)

Warren County Board of Commissioners

Printed Name Date



Authorized Signature (Blue Ink Please)

Martin Russell 1/21/2021

Printed Name Date

Resolution

Number 21-0077

Adopted Date January 19, 2021

APPROVE THE LOCAL WORKFORCE DEVELOPMENT BOARD SUBSEQUENT CERTIFICATION APPLICATION, ON BEHALF OF THE AREA 12 WORKFORCE INVESTMENT BOARD AND OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND IN ACCORDANCE WITH THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) OF 2014 AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS this subsequent application re-certifies the Area 12-Workforce Investment Board of Butler, Clermont, and Warren Counties; and

WHEREAS, this certification does not provide any fiscal or financial impact to Area-12, Warren County, or Warren County Board of Commissioners; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Investment Board, does hereby approve the recertification of the Area 12- Workforce Investment Board and authorize Martin Russell, Deputy County Administrator to sign documents relative thereto. Copy of said application 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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – ODJFS
c/a – Butler County
c/a – Clermont County
Area 12 WIB (file)
OhioMeansJobs (file)

LOCAL WORKFORCE DEVELOPMENT BOARD SUBSEQUENT CERTIFICATION APPLICATION**Step 1 - Point of Contact**

The following information concerns the individual who is filling out this application on behalf of the Workforce Development Board (WDB) and will be the point of contact for future correspondence.

Name Stacy Sheffield	
Title Executive Director	
Address 406 Justice Drive, Suite 301, Lebanon, OH 45036	
Phone (513) 409-1769	E-Mail Stacy.Sheffield@jfs.ohio.gov
Date of Application 6/29/2020	Local Area # (12)

Step 2 - Local Workforce Development Board Subsequent Certification

Attach the following documents:

- WDB roster, including each member's job title and business or entity which he or she represents;
- Conflict of interest forms signed by each new board member added since the previous certification;
- Chief Elected Official resolutions or meeting minutes approving any new board members; and
- For new members representing business or labor, documentation of the nomination process.

A local WDB applying to receive subsequent certification must demonstrate how the board meets each of the following:

- A majority of the members of the local board shall be representatives of business
- Not less than 20 percent of the members of the local board shall be representatives of the workforce within the local area who:
 - Shall include at least two (2) representatives of labor organizations
 - Shall include at least one (1) representative who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program
 - May include representatives of community based organizations; and
 - May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth.
- Representatives of entities administrating education and training activities in the local area, who:
 - Shall include a representative of WIOA Title II services provided by Aspire;
 - Shall include a representative of institutions of higher education providing workforce training; and
 - May include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.
- Representatives of governmental and economic and community development entities serving the local area, who:
 - Shall include a representative of economic and community development entities;
 - Shall include a State Employment Service Office under Wagner-Peyser representative;
 - Shall include a Vocational Rehabilitation program representative;
 - May include representatives of agencies or entities administrating programs serving the local area relating to transportation, housing, and public assistance; and
 - May include representatives from philanthropic organizations serving the local area.


- May include other individuals or representatives of entities as the Chief Elected Official in the local area may determine appropriate.
- Chairperson of the board shall be a business representative
- Members of the board shall be individuals with optimum policymaking authority within the organizations, agencies, or entities they represent.
- Members of the board shall represent diverse geographic areas within the local area.

Step 3 - Signature(s) of the Chief Elected Official(s) of the Local Workforce Development Area

The Chief Elected Official(s) (CEO) of the local workforce development must sign below. If necessary, a separate signature page for each representative may be attached.

County/Municipality Name Butler	Signature	Date 8/7/2020
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County Name Clermont	Signature	Date 8/7/2020
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County Name Warren	Signature 	Date 8/7/2020
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County Name	Signature	Date
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Step 4 - E-Mail Application

Ohio Department of Job and Family Services
Office of Workforce Development
OWDPOLICY@jfs.ohio.gov

The e-mail subject line should read, "WDB Subsequent Certification."

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

Resolution

Number 21-0078

Adopted Date January 19, 2021

**ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF
OHIOMEANSJOBS WARREN COUNTY**

BE IT RESOLVED, to enter into Classroom Training Agreement with the following educational institutions, as attached hereto and made part hereof:

Academy of Dental Assisting and Professional Training
11311 Springfield Pike
Cincinnati Ohio 45243

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Academy of Dental Assisting and Professional Training, 11311 Springfield Pike Cincinnati Ohio 45243**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2021. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.

9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.

11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.

12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.

13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release

and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and

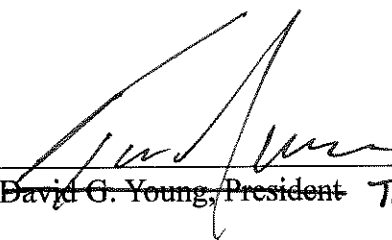
other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.

8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

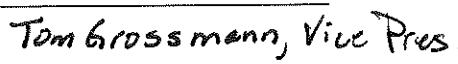
Signature Page

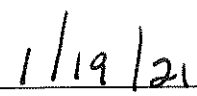
In witness whereof, the parties have executed this instrument on the date(s) indicated below:

Warren County Board of Commissioners



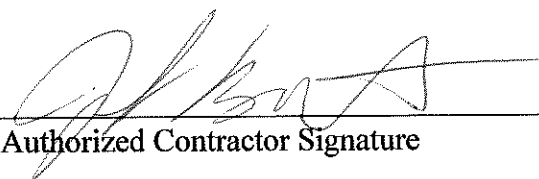
David G. Young, President


Tom Grossmann, Vice Pres.

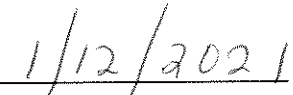


Date

Contractor



Authorized Contractor Signature



Date

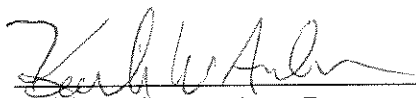
Jennifer L. Booth

Typed Name of Authorized Contractor

1/2/2021

Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

1-13-2021

Date

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

Resolution

Number 21-0079

Adopted Date January 19, 2021

AUTHORIZE THE VICE-PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR EARL AND CASSANDRA GROGG

WHEREAS, Earl and Cassandra Grogg, received a Deferred Loan for the Purchase of Property through the Community Housing Improvement Program grant; and

WHEREAS, the Deferred Loan for said down payment assistance has been fully paid and satisfied by Earl and Cassandra Grogg; and

NOW THEREFORE BE IT RESOLVED, to authorize the Vice-President of this Board to sign a Satisfaction of Mortgage for Earl and Cassandra Grogg, on the real estate known as 307 Lawndale Avenue, 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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc c/a—Grogg, Earl and Cassandra
Cassandra Grogg
OGA (file)

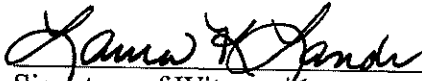
SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 12th day of April, 2007, recorded on the on the 17th day of April, 2007, Record of Mortgages, Book 4438 Pages 562-566 in the Office of the Recorder of Warren County, Ohio, executed by **Earl A. and Cassandra D. Grogg**, Husband and Wife, to the Warren County Board of Commissioners on the following real estate, known as 307 Lawndale Ave., Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

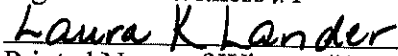
In Testimony Whereof, the said Warren County Board of Commissioners by Tom Grossmann, Vice-President, acting in his official capacity, has hereunto set his hand this 19th day of January, 2021, A.D.

Signed and Acknowledged
In the Presence of

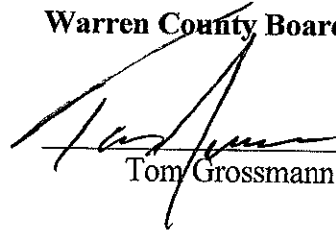
Warren County Board of Commissioners



Signature of Witness #1



Printed Name of Witness #1


Tom Grossmann, Vice-President

Signature of Witness #2

Printed Name of Witness #2

State of Ohio
County of Warren, ss:


Be It Remembered, That on this 19th day of January, 2021, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, Vice-President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County

My Comm. Exp. 12/26/2022


Notary Public

This instrument prepared by Warren County, Ohio.

EXHIBIT "A"
Legal Description
Warren County

Parcel Sidwell No. 08-01-458-003

A parcel of land located in the City of Lebanon, County of Warren, State of Ohio and known as being Lot Number 3452, in Corwin Heights Subdivision, Section Two, as shown in the recorded plat/map thereof in Plat Book 5, Page 14, of Warren County Records.

Address: 307 Lawndale Avenue, Lebanon, Ohio 45036

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

Resolution

Number 21-0080

Adopted Date January 19, 2021

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THIS BOARD TO SIGN THE CORRECTED FUNDING APPROVAL/AGREEMENT BETWEEN WARREN COUNTY AND THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT RELATIVE TO THE FISCAL YEAR 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

WHEREAS, the US Department of HUD notified Warren County that their original allocation announcement and an error in the formula calculation resulting in Warren County's allocation amount to be \$113 less than originally forecasted, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Vice President of this Board to sign the corrected Funding Approval/Agreement, as attached hereto and made a part hereof, between the Warren County Board of Commissioners and the U.S. Department of Housing & Urban Development relative to the Fiscal Year 2020 Community Development Block Grant (CDBG); and

BE IT FURTHER RESOLVED, in the event funding is not available from the U.S. Department of Housing & Urban Development, the Warren County Board of Commissioners has no further obligation to fund this Program.

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—US Department of Housing & Urban Development
OGA (file)
HUD

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Warren County	3a. Grantee's 9-digit Tax ID Number 316000058	3b. Grantee's 9-digit DUNS Number 784327608
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 406 Justice Drive Room 311 Lebanon, OH 45036-	4. Date use of funds may begin 05/01/2020	
	5a. Project/Grant No. 1 B-20-UC-39-0009	6a. Amount Approved \$741,138
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Renee Ryles		Grantee Name (Contractual Organization) Warren County (Warren County)	
Title Acting CPD Director		Title	
Signature X	Date (mm/dd/yyyy) 01/08/2021	Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 01/06/2021	10. check one <input type="checkbox"/> a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified 01/08/2021	
		9c. Date of Start of Program Year (05/01/2020)	
11. Amount of Community Development Block Grant			
		FY (2020)	FY (2019)
a. Funds Reserved for this Grantee		\$741,222	\$ 29
b. Funds now being Approved		\$741,109	
c. Reservation to be Cancelled (11a minus 11b)		-\$ 113	

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Warren County 406 Justice Drive Room 311 Lebanon, OH 45036-
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency Tom Grossmann
	Title Vice President
	Signature

APPROVED AS TO FORM

Keith W. Anderson
 Asst. Procurement Attorney
 Effective Date (mm/dd/yyyy)

HUD Accounting use Only										
Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount
	153									
	176									
			Y					Project Number		Amount
			Y					Project Number		Amount

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2027. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2027.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372 – Not applicable in Ohio.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 01/16/2021 from 8:00 AM to 3:00 PM.

Entity Dashboard

WARREN, COUNTY OF
DUNS: 784327608 CAGE Code: 4NQ49
Status: Active
Expiration Date: 08/06/2021
Purpose of Registration: All Awards

406 JUSTICE DR
LEBANON, OH, 45036-2385,
UNITED STATES

Entity Overview

Entity Registration

Core Data

Assertions

Reps & Certs

POCs

Exclusions

Active Exclusions

Inactive Exclusions

Excluded Family Members

RETURN TO SEARCH

Entity Overview

Entity Registration Summary

Name: WARREN, COUNTY OF
Doing Business As: OFFICE OF GRANTS
ADMINISTRATION
Business Type: US Local Government
Last Updated By: Susanne Mason
Registration Status: Active
Activation Date: 08/06/2020
Expiration Date: 08/06/2021

Exclusion Summary

Active Exclusion Records? No



IBM-P-20201105-1716
WWW2

- Search Records Disclaimers FAPIIS.gov
Data Access Accessibility GSA.gov/IAE
Check Status Privacy Policy GSA.gov
About USA.gov
Help

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Please execute two (2) copies of the CDBG Funding Approval/Agreement and return one (1) of each of the agreement to this office to the attention of Renee Ryles, Acting Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee signs the CDBG grant agreement in the box directly across from the HUD CPD Acting Director's signature. The CDBG Funding Approval/Agreement should **not** be signed in box 12c.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates Warren County on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Brian White, Senior Community Planning Representative at (614) 280-6133, or brian.white@hud.gov .

Sincerely,

Renee D Ryles

Renee Ryles, Acting Director,
Office of Community Planning and
Development

Enclosures

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

Resolution

Number 21-0081

Adopted Date January 19, 2021

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LITTLE MIAMI SCHOOL DISTRICT ON BEHALF OF WARREN COUNTY GRANTS ADMINISTRATION

WHEREAS, Warren County is partnering with Little Miami School District as part of the Comprehensive Opioid Abuse Program Grant's (COAP) Child Assessment and Response Evaluation (CARE) project, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Little Miami District on behalf of the Warren County Grants Administration; copy of agreement is 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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm/

cc: c/a—Little Miami School
Grants Administration (file)

MEMORANDUM OF UNDERSTANDING

Warren County Child Assessment and Response Evaluation (CARE) Project

Background and Purpose

Warren County has experienced an opioid epidemic that has had a devastating impact on families and communities. In response, Warren County desires to pilot the Child Assessment and Response Evaluation (CARE) Project, a 24/7 rapid response intervention program for children who are present on the scene of an overdose of a parent or loved one. The goal of this program is to quickly identify children in need of assistance in coping with trauma, assess the degree to which they may be victims of or vulnerable to abuse and neglect, and develop a comprehensive, family-centered plan to address their needs, build resiliency, and decrease the likelihood that substance abuse will be transferred from one generation to the next.

Warren County has been awarded \$800,000 from the US Department of Justice (DOJ) as part of its Comprehensive Opioid Abuse Site-Based Program to fund the CARE Project. To help with the implementation of the CARE Project, Warren County has partnered with the **Urban Institute** (a nonprofit, nonpartisan research organization) and the **Addiction Policy Forum** (a national policy organization) to document the implementation of the project and assist with developing and facilitating training for dispatchers and first responders."

Participating Warren County Partners

- Board of County Commissioners
- Children Services
- First Responders (EMS/fire departments/hospitals)
- Law Enforcement
- Public Defender
- County Sheriff / Jail
- Victim Service Providers
- Common Pleas Court

Roles and Responsibilities

All participating partners/agencies agree to the following terms, as applicable:

- Designate at least one staff person to be the contact person for the CARE Project.
- Update partners on progress of project, troubleshoot issues and problems, report outcomes, ~~and plan for upcoming milestones.~~
- Participate in collection and analysis of data.
- ~~Assist with the documentation of the pilot, along with outcomes, lessons learned, and recommendations for refinements.~~

This Memorandum of Understanding (MOU), dated 12/2/20, 2020, shall establish the terms for data sharing between Warren County Board of County Commissioners (WC) and Little Miami School District (LMSD). The term of this MOU shall be from the date this Agreement is signed until September 30, 2021.

WHEREAS, LMSD agrees to provide non-identifying data regarding number of children served in the program and drug usage in their homes, and

WHEREAS, WC has allocated \$10,000.00 to go towards funding needs for families in LMSD affected by drug use. Funds should be used to treat, assist, and promote the health and wellbeing of children and their families.

WHEREAS, data received from LMSD shall be treated as private, confidential information. Data shall only be permitted use by WC and its agents that require access to perform tasks and report to DOJ, and

WHEREAS, WC shall take all necessary steps to ensure all CARE-related data provided by LMSD shall be protected from unauthorized access, use, alteration dissemination and destruction. Data shall not be used for any purpose other than the CARE project described herein, without the prior written consent of the LMSD, and

WHEREAS, CARE-related data provided by LMSD shall not be disclosed, reproduced or in any other manner furnished by WC for non-related CARE activity, unless permission is first received from LMSD and the third party executes a separate Data Sharing Agreement, and

WHEREAS, all information/data obtained, learned, or developed in connection with this project under this MOU' shall be confidential and subject to all of the confidentiality provisions and/or requirements of all Laws and Regulations of the State of Ohio, and shall not be disclosed to any person, organization, agency or other entity except as agreed by the LMSD. All entities shall comply with all Federal, State and local laws concerning the confidentiality of all Confidential Information, and

WHEREAS, all materials produced by the CARE project will contain sufficient protections to ensure client anonymity and to adhere to the mandates for confidentiality as required. No materials will be disseminated that describe or identify specific individuals, families, or households. No names, street addresses or other information that could be used to identify a particular individual, family or household will be disseminated, nor will the WC cross-reference the data with individually identifiable records from any other data set without authorization, and

WHEREAS, no member to this Agreement will disseminate or disclose identifiable information provided by another party to any other organization or individual without first obtaining permission from the member providing the identifying information. Furthermore, data shall not be released except as required by Ohio Public Records law or as ordered by a court, and

Termination

WHEREAS, this Agreement may be terminated by a LMSD upon thirty (30) days written notice to the other WC or immediately by mutual consent, and

WHEREAS, this Agreement may be modified and/or amended only as mutually agreed upon in writing, signed by the authorized representatives of the member agencies. It may not be altered, modified, rescinded or extended orally. and

WHEREAS, this Agreement contains all of the terms and conditions agreed upon by WC and LMSD hereto, and no other agreement, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto or to vary any of the terms contained herein. It shall be governed, construed, applied and enforced in accordance with the laws of the State of Ohio, and

IN WITNESS WHEREOF the members hereby execute this Agreement on the date set opposite their respective signatures.



Little Miami School District

12/2/20

Date



Warren County Commissioner, President of BOCC
Vice

01/19/2021

Date

Approved as to Form



Keith Anderson, Assistant Prosecuting Attorney

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

Resolution

Number 21-0082

Adopted Date January 19, 2021

**APPROVE ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION
REPORT WITH THE US DEPARTMENT OF JUSTICE FOR THE WARREN COUNTY
SHERIFF'S OFFICE**

BE IT RESOLVED, to approve and authorize the Board of Commissioners to execute the Equitable Sharing Agreement and Certification Report with the US Department of Justice for participation in the Federal Equitable Sharing Program for the Warren County Sheriff's Office; said Equitable Sharing Agreement and Certification Report 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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – US Department of Justice
Auditor
Sheriff (file)



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: OH0830000
Agency Name: Warren County Sheriff's Office
Mailing Address: 822 Memorial Drive
 Lebanon, OH 45036

Type: Sheriff's Office

Agency Finance Contact

Name: Dickerson, Lisa
Phone: 5136952327
Email: lisa.dickerson@wcsooh.org

Jurisdiction Finance Contact

Name: Nolan, Matt
Phone: 5136951101
Email: Matthew.Nolan@co.warren.oh.us

ESAC Preparer

Name: Dickerson, Lisa
Phone: 5136952327
Email: lisa.dickerson@wcsooh.org

FY End Date: 12/31/2020

Agency FY 2021 Budget: \$20,291,841.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$93,776.81	\$1,125.11
2	Equitable Sharing Funds Received	\$30,310.70	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$2,125.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$126,212.51	\$1,125.11
7	Equitable Sharing Funds Spent (total of lines a - n)	\$29,026.50	\$1,125.11
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and line 6)</small>	\$97,186.01	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$28,867.13	\$1,125.11
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$159.37	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$29,026.50	\$1,125.11

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	\$2,125.00	

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds
Auction Fees	\$159.37	

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Jones, Cristal**Company:** Auditor of State of Ohio**Phone:** 614-466-4514**Email:** CRJones@ohauditor.gov

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES NO

Prior year Single Audit Number Assigned by Harvester Database: 846489

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. **Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. **Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

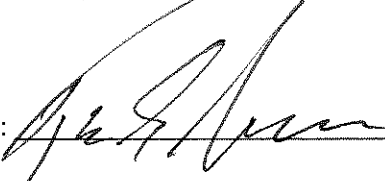
Name: Sims, Larry L.
Title: Sheriff
Email: larry.sims@wcooh.org

Signature:  Date: 1-15-2021

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head


Name: Tom Grossmann
Title: Vice President
Email:

Signature:  Date: 01/21/2021

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecuting Attorney

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

Resolution

Number 21-0083

Adopted Date January 19, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
JANUARY 28, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
January 28, 2021.

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

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

Resolution

Number 21-0084

Adopted Date January 19, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/12/21 and 1/14/20 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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 21-0085

Adopted Date January 19, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR THE DREES COMPANY FOR COMPLETION OF IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "A" SITUATED IN DEERFIELD TOWNSHIP

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

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

BOND RELEASE

Bond Number	:	16-015 (P/S)
Development	:	Legacy at Elliott Farm, Section 1, Block "A"
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$107,032.01
Surety Company	:	Liberty Mutual Surety (014070604)

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Drees Company, Attn: Steve Franxman, 211 Grandview Dr., Fort Mitchell, KY 41017
Liberty Mutual Surety, 8044 Montgomery Road, Ste 150E, Cincinnati, OH 45236
Engineer (file)
Bond Agreement file

Resolution

Number 21-0086

Adopted Date January 19, 2021

APPROVE ELLIOTT FARM WAY, HEIRLOOM COURT, NOLIN ORCHARD LANE AND VIRGIE COURT IN LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "A" FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Elliott Farm Way, Heirloom Court, Nolin Orchard Lane and Virgie Court has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1586-T	Elliott Farm Way	R/W Varies	0.158
1587-T	Heirloom Court	0'-29'-0"	0.011
1588-T	Nolin Orchard Lane	0'-29'-0"	0.065
1589-T	Virgie Court	0'-29'-0"	0.062

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

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

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

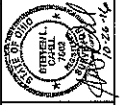
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

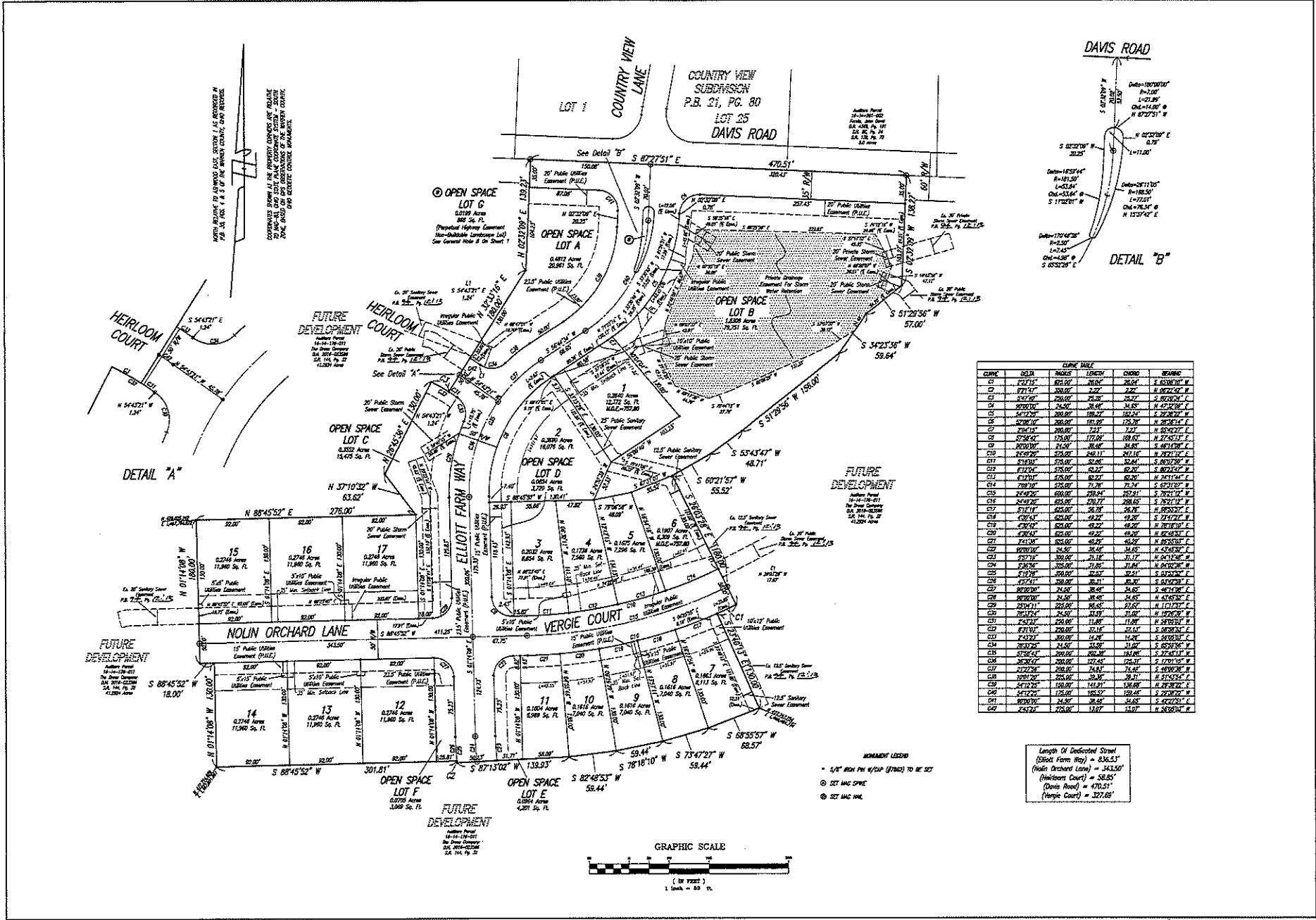


LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "A"

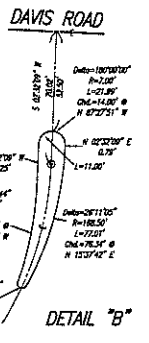
DATE	8-25-16
BY	R.R.
CHECKED BY	S.C.
SCALE	1" = 50'

RECORD PLAT
LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "A"
SECTION-1A, TOWN-4, RANGE-2
UNANI PURCHASE, DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
3315 Corporate Park, Suite 110
Cincinnati, Ohio 45240
www.aberacrombie.com



LINE	DETA	ANGLE	LENGTH	CHORD	BEARING
C1	174.15'	85.00'	26.00'	26.00'	S. 63.00° 00' W
C2	174.15'	300.00'	3.20'	3.20'	E. 00° 00' 00' W
C3	174.15'	300.00'	25.20'	25.20'	S. 82.80° 00' E
C4	174.15'	25.20'	36.40'	36.40'	N. 07.20° 00' E
C5	174.15'	300.00'	188.70'	188.70'	E. 72.80° 00' W
C6	174.15'	300.00'	1.20'	1.20'	N. 00° 00' 00' W
C7	174.15'	174.15'	174.15'	174.15'	N. 27.20° 00' E
C8	174.15'	21.20'	36.40'	36.40'	S. 48.10° 00' E
C9	174.15'	174.15'	240.11'	240.11'	N. 27.20° 00' E
C10	174.15'	174.15'	32.40'	32.40'	S. 82.80° 00' E
C11	174.15'	174.15'	32.40'	32.40'	S. 82.80° 00' E
C12	174.15'	174.15'	62.80'	62.80'	S. 82.80° 00' E
C13	174.15'	174.15'	79.20'	79.20'	N. 27.20° 00' E
C14	174.15'	174.15'	79.20'	79.20'	S. 82.80° 00' E
C15	174.15'	60.00'	188.84'	188.84'	S. 78.20° 00' W
C16	174.15'	60.00'	230.77'	230.77'	S. 78.20° 00' W
C17	174.15'	60.00'	38.00'	38.00'	N. 00° 00' 00' E
C18	174.15'	60.00'	49.20'	49.20'	S. 78.20° 00' W
C19	174.15'	60.00'	49.20'	49.20'	N. 27.20° 00' E
C20	174.15'	60.00'	49.20'	49.20'	N. 27.20° 00' E
C21	174.15'	60.00'	49.20'	49.20'	N. 27.20° 00' E
C22	174.15'	24.80'	36.40'	36.40'	N. 42.80° 00' E
C23	174.15'	300.00'	31.16'	31.16'	N. 00° 00' 00' W
C24	174.15'	300.00'	71.80'	71.80'	N. 00° 00' 00' W
C25	174.15'	300.00'	82.40'	82.40'	S. 82.80° 00' E
C26	174.15'	300.00'	30.11'	30.11'	S. 82.80° 00' E
C27	174.15'	24.80'	36.40'	36.40'	S. 42.80° 00' E
C28	174.15'	24.80'	36.40'	36.40'	N. 42.80° 00' E
C29	174.15'	224.00'	86.40'	86.40'	N. 17.20° 00' E
C30	174.15'	224.00'	31.60'	31.60'	N. 17.20° 00' E
C31	174.15'	224.00'	11.80'	11.80'	N. 82.80° 00' E
C32	174.15'	224.00'	31.60'	31.60'	S. 82.80° 00' E
C33	174.15'	224.00'	86.40'	86.40'	S. 82.80° 00' E
C34	174.15'	24.80'	36.40'	36.40'	S. 42.80° 00' E
C35	174.15'	150.00'	141.01'	141.01'	N. 27.20° 00' E
C36	174.15'	150.00'	188.84'	188.84'	S. 72.80° 00' W
C37	174.15'	150.00'	34.80'	34.80'	S. 82.80° 00' E
C38	174.15'	150.00'	11.80'	11.80'	N. 82.80° 00' E



First Reading: January 5, 2021
Second Reading: Dispensed

RESOLUTION 2021- 4

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON ELLIOTT FARM WAY, HEIRLOOM COURT, NOLIN ORCHARD LANE, VIRGIE COURT, GARDENSIDE LANE, AUTUMN HARVEST DRIVE AND SHEILA DRIVE IN LEGACY OF ELLIOTT FARM SUBDIVISION, SECTION 1A, 1B AND 1C, DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Legacy of Elliott Farm subdivision, Section 1A, 1B and 1C and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Elliott Farm Way, Heirloom Court, Nolin Orchard Lane, Virgie Court, Gardenside Lane, Autumn Harvest Drive and Sheila Drive.

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Legacy of Elliott Farm subdivision, Section 1A, 1B and 1C.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the: Legacy of Elliott Farm subdivision, Section 1A, 1B and 1C: Elliott Farm Way, Heirloom Court, Nolin Orchard Lane, Virgie Court, Gardenside Lane, Autumn Harvest Drive and Sheila Drive.

SECTION 2. The speed limit on the following street in the Legacy of Elliott Farms subdivision, Section 1A, 1 B and 1 C, Deerfield Township is hereby established at twenty-five (25) miles per hour: Elliott Farm Way, Heirloom Court, Nolin Orchard Lane, Virgie Court, Gardenside Lane, Autumn Harvest Drive and Sheila Drive.

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

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

VOTE RECORD:

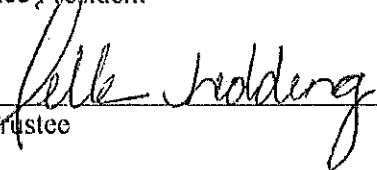
Ms. Malhotra _____ Mrs. Hedding _____ Mr. Siciliano _____

PASSED at the Meeting of the Board of Trustees this 5th day of January, 2021.

President



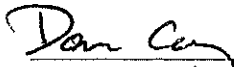
Vice President



Trustee

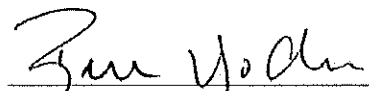
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 5th day of January 2021.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yoder, Law Director

Resolution

Number 21-0087

Adopted Date January 19, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR THE DREES COMPANY FOR COMPLETION OF IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

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

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

BOND RELEASE

Bond Number	:	17-003 (P/S-M)
Development	:	Legacy at Elliott Farm, Section 1, Block "B"
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$87,815.00
Surety Company	:	Liberty Mutual Surety (014070615)

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: The Drees Co., Attn: Steve Franxman, 211 Grandview Dr., Fort Mitchell, KY 41017
Liberty Mutual Surety, 8044 Montgomery Road, Ste 150E, Cincinnati, OH 45236
Engineer (file)
Bond Agreement file

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

Resolution

Number 21-0088

Adopted Date January 19, 2021

APPROVE ELLIOTT FARM WAY, GARDENSIDE LANE AND AUTUMN HARVEST DRIVE IN LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "B" FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Elliott Farm Way, Gardenside Lane and Autumn Harvest Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1586-T	Elliott Farm Way	0'-29'-0"	0.067
1590-T	Gardenside Lane	0'-29'-0"	0.174
1591-T	Autumn Harvest Drive	0'-29'-0"	0.041

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

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

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

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

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

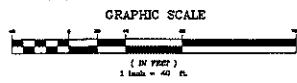
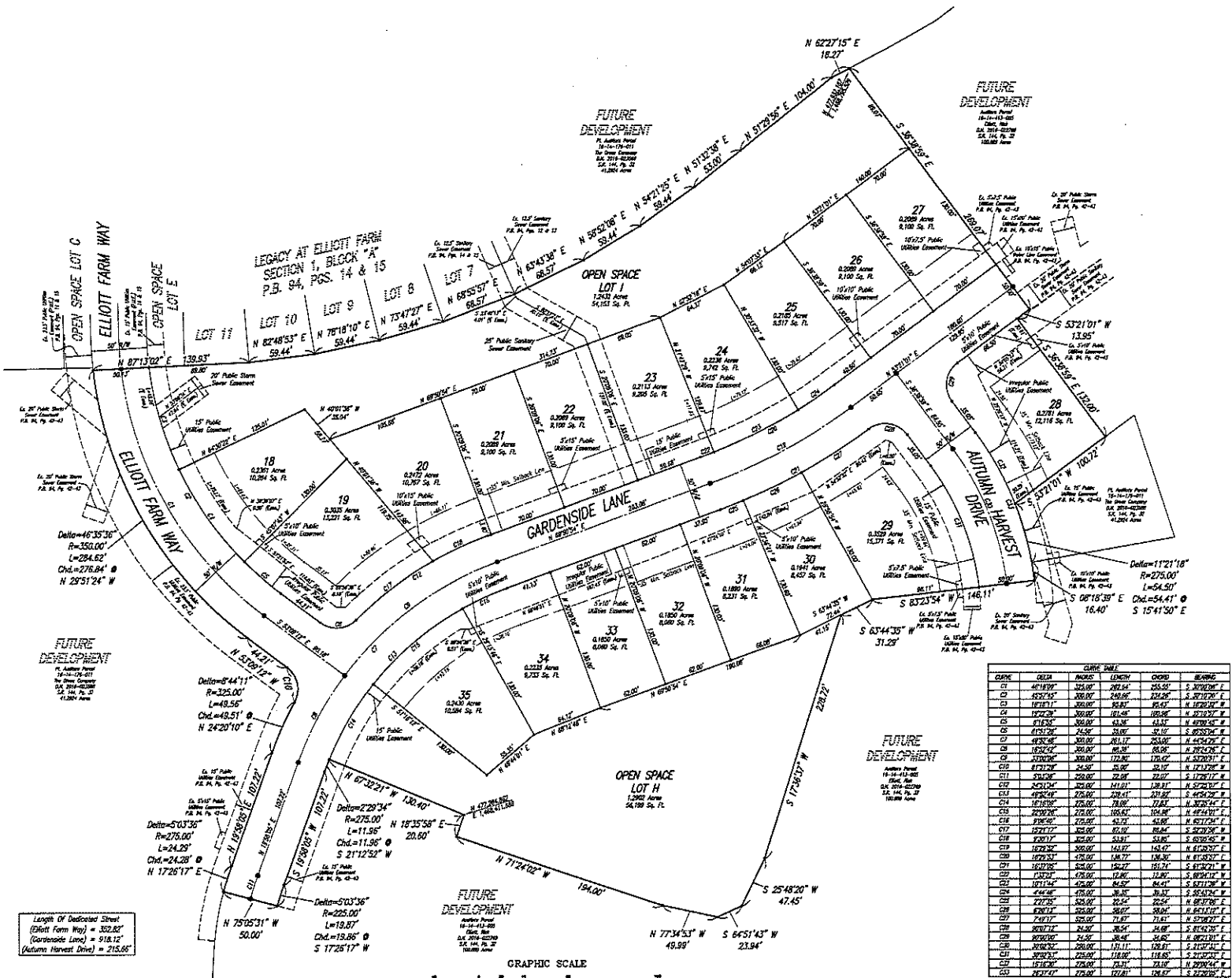


LEGACY AT ELLIOTT FARM
SECTION 1, BLOCK 'B'

DATE	10-24-16
BY	D.C.
CHECKED BY	S.C.
TITLE	RECORD PLAT

LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK 'B'
SECTION-1A, TOWN-4, RANGE-2
MAHON PURCHASE, DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
15555 State Road 101, Suite 100
Cincinnati, OH 45244
www.aberacrombie.com



Length of Dedicated Street (Elliott Farm Way) = 352.82'
(Gardenside Lane) = 918.12'
(Autumn Harvest Drive) = 215.65'

MONUMENT LEGEND
• 5/8" IRON PIN 4/2" (7/8") TO BE SET
© SET WAC SINC

MONUMENT LEGEND
• 5/8" IRON PIN 4/2" (7/8") TO BE SET
© SET WAC SINC

CHORD	DELTA	RADIUS	CHORD	DELTA	RADIUS
C1	46°18'54"	250.00'	282.64'	255.50'	S 87°02'00" E
C2	46°18'54"	250.00'	282.64'	255.50'	S 87°02'00" E
C3	16°11'17"	250.00'	82.82'	165.67'	N 17°02'00" W
C4	16°11'17"	250.00'	82.82'	165.67'	S 72°57'00" W
C5	81°53'21"	250.00'	43.85'	43.85'	N 87°00'00" W
C6	81°53'21"	250.00'	43.85'	43.85'	S 87°00'00" W
C7	49°28'45"	250.00'	161.12'	255.00'	N 45°27'00" E
C8	16°52'28"	250.00'	86.38'	86.38'	N 78°24'00" E
C9	33°00'00"	250.00'	172.80'	172.80'	N 33°00'00" E
C10	81°53'21"	250.00'	43.85'	43.85'	N 87°00'00" W
C11	81°53'21"	250.00'	43.85'	43.85'	S 87°00'00" W
C12	45°12'04"	250.00'	141.01'	138.21'	N 57°40'00" E
C13	49°28'45"	250.00'	161.12'	255.00'	N 45°27'00" E
C14	16°11'17"	250.00'	82.82'	165.67'	N 17°02'00" W
C15	30°26'26"	250.00'	105.62'	164.84'	N 48°41'00" E
C16	30°26'26"	250.00'	105.62'	164.84'	N 48°41'00" E
C17	16°11'17"	250.00'	82.82'	165.67'	N 17°02'00" W
C18	16°11'17"	250.00'	82.82'	165.67'	S 72°57'00" W
C19	16°11'17"	250.00'	82.82'	165.67'	N 17°02'00" W
C20	16°11'17"	250.00'	82.82'	165.67'	S 72°57'00" W
C21	16°11'17"	250.00'	82.82'	165.67'	N 17°02'00" W
C22	16°11'17"	250.00'	82.82'	165.67'	S 72°57'00" W
C23	4°44'45"	250.00'	38.26'	38.26'	S 85°24'00" E
C24	22°27'35"	250.00'	39.24'	39.24'	N 88°31'00" E
C25	6°01'12"	250.00'	36.67'	36.67'	N 85°11'00" E
C26	24°21'17"	250.00'	71.67'	71.67'	N 57°02'00" E
C27	30°26'26"	250.00'	105.62'	164.84'	N 48°41'00" E
C28	30°26'26"	250.00'	105.62'	164.84'	N 48°41'00" E
C29	30°26'26"	250.00'	105.62'	164.84'	N 48°41'00" E
C30	30°26'26"	250.00'	105.62'	164.84'	N 48°41'00" E
C31	30°26'26"	250.00'	105.62'	164.84'	N 48°41'00" E
C32	30°26'26"	250.00'	105.62'	164.84'	N 48°41'00" E
C33	30°26'26"	250.00'	105.62'	164.84'	N 48°41'00" E

First Reading: January 5, 2021
Second Reading: Dispensed

RESOLUTION 2021- 4

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON ELLIOTT FARM WAY, HEIRLOOM COURT, NOLIN ORCHARD LANE, VIRGIE COURT, GARDENSIDE LANE, AUTUMN HARVEST DRIVE AND SHEILA DRIVE IN LEGACY OF ELLIOTT FARM SUBDIVISION, SECTION 1A, 1B AND 1C, DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Legacy of Elliott Farm subdivision, Section 1A, 1B and 1C and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Elliott Farm Way, Heriloom Court, Nolin Orchard Lane, Virgie Court, Gardenside Lane, Autumn Harvest Drive and Sheila Drive.

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Legacy of Elliott Farm subdivision, Section 1A, 1B and 1C.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the: Legacy of Elliott Farm subdivision, Section 1A, 1B and 1C: Elliott Farm Way, Heirloom Court, Nolin Orchard Lane, Virgie Court, Gardenside Lane, Autumn Harvest Drive and Sheila Drive.

SECTION 2. The speed limit on the following street in the Legacy of Elliott Farms subdivision, Section 1A, 1 B and 1 C, Deerfield Township is hereby established at twenty-five (25) miles per hour: Elliott Farm Way, Heirloom Court, Nolin Orchard Lane, Virgie Court, Gardenside Lane, Autumn Harvest Drive and Sheila Drive.

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

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

VOTE RECORD:

Ms. Malhotra _____ Mrs. Hedding _____ Mr. Siciliano _____

PASSED at the Meeting of the Board of Trustees this 5th day of January, 2021.

President



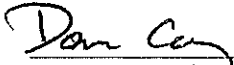
Vice President



Trustee

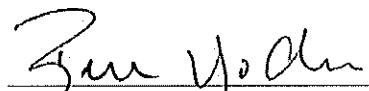
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 5th day of January 2021.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yodanis, Law Director

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

Resolution

Number 21-0089

Adopted Date January 19, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR THE DREES COMPANY FOR COMPLETION OF IMPROVEMENTS IN LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "C" SITUATED IN DEERFIELD TOWNSHIP

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

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

BOND RELEASE

Bond Number	:	17-004 (P/S-M)
Development	:	Legacy at Elliott Farm, Section 1, Block "C"
Developer	:	The Drees Company
Township	:	Deerfield
Amount	:	\$61,132.50
Surety Company	:	Liberty Mutual Surety (014070617)

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: The Drees Co., Attn: Steve Franxman, 211 Grandview Dr., Fort Mitchell, KY 41017
Liberty Mutual Surety, 8044 Montgomery Road, Ste 150E, Cincinnati, OH 45236
Engineer (file)
Bond Agreement file

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

Resolution

Number 21-0090

Adopted Date January 19, 2021

APPROVE SHEILA DRIVE, NOLIN ORCHARD LANE AND VIRGIE COURT IN LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "C" FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Sheila Drive, Nolin Orchard Lane and Virgie Court has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1001-T	Sheila Drive	0'-29'-0'	0.020
1588-T	Nolin Orchard Lane	0'-29'-0'	0.057
1589-T	Virgie Court	0'-29'-0'	0.078

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

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

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

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

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS

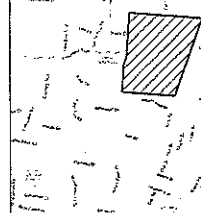


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "C"

SECTION-14, TOWN-4, RANGE-2, MIAMI PURCHASE
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO



VICINITY MAP

DEED REFERENCES:
SHOWN IN SECTION-14, TOWN-4, RANGE-2, MIAMI PURCHASE, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO BEING LOTS 1-100 OF THE ORIGINAL 61,520 ACRES CONVEYED TO THE DRESSES COMPANY AND RECORDED IN THE DEED RECORDED IN DEED NUMBER 2016-02588 WARREN COUNTY, OHIO.

OWNER'S CONSENT AND DECLARATION:
WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LESS HOLDERS OF THE LANDS HEREIN PLATTED DO HEREBY VOLUNTARILY CONSENT TO THE DISPOSITION OF THIS SAID LAND AND TO THE DEDICATION OF THE STREETS, PARKS OR PUBLIC OPENINGS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EXPOSURES AS SHOWN ON THE PLAN ARE FOR THE REPLACEMENT OF PUBLIC UTILITIES AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THIS DOCUMENT AND ALL OTHER DOCUMENTS SHOWN ON THIS PLAN, BELIEVED NECESSARY FOR A SPECIFIC PURPOSE ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DRAINAGE, AND FOR THE CONVEYANCE OF EASES, TRAILING OR REMOVAL AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EXPOSURE OR UNDESIRABLE ADJACENT PROPERTY, TO THE FUTURE USE OF SAID EXPOSURE AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EXPOSURE, NOR MAY THE EXPOSURE AREA BE PHYSICALLY ALTERED OR TO (1) REMOVE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EXPOSURES ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO:

- DAVE ENDRY OHIO CHANGING CELL
- THE WINDING CABLE OF GREATER CINCINNATI WARREN COUNTY OPERATOR
- WARREN COUNTY WATER & SEWER AUTHORITY/DEVELOPER

WE ALSO HEREBY OWE TO DAVE ENDRY OHIO, INC. AND ITS SUCCESSORS, SUCCESSORS, AND ASSIGNS THE RIGHT TO LATERALLY EXTINGUISH, REMOVE AND ABANDON UTILITY GAS SERVICES TO SOME INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL DEVELOPER ALONGING INTERFERENCES ONLY WITH EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMITTED ONLY WITH WRITTEN PERMISSION OF THE PUBLIC OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREED LOCATION, AND PART OF THE UTILITY EXPOSURE SHALL EXISTING EXISTING BUILDING OR ALLOWING LOTS.

Sam Lewis
OWNER

Steve Miller
ASSISTANT SECRETARY/TOWNSHIP CLERK

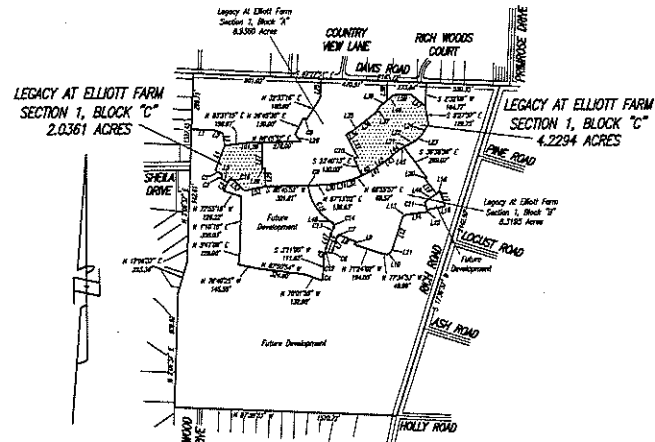
WARRANTY STATEMENT:
STATE OF KENTUCKY 2.5
BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE OF KENTUCKY PERSONALLY APPEARED JIMMY KELLER, ASSIGNEE SELLER OF THE DRESSES COMPANY, A NOTARY CORPORATION AND REPRESENTED THAT HE IS DULY AUTHORIZED TO SIGN ON BEHALF OF SAID CORPORATION AND WHO ACKNOWLEDGES THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED ON BEHALF OF SAID CORPORATION, IN TESTIMONY WHEREOF, HEREIN SET MY HAND AND NOTARIAL SEAL ON THIS DAY AND DATE FORESAID.

Jimmy Kellar
JIMMY KELLER
ASSISTANT SECRETARY/TOWNSHIP CLERK

- GENERAL NOTES:**
1. LINES OF CONSTRUCTION, WHERE EXISTING, AGREE IN GENERAL WITH PROPERTY LINES.
 2. FOUNDATION DOCUMENTS USED IN BOUNDARY RESOLUTION ARE SHOWN ON THE FACE OF THIS PLAN.
 3. 5 FT OR 1/2" HIGH IRON PIPE WITH CAPS ARE TO BE PLACED AT ALL LOT CORNERS, ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 4. DRAINAGE EXPOSURES SHOWN ARE INTENDED TO FOLLOW ALONG AND BE CENTERED UPON DRAINAGE DITCHES, EXCEPT THOSE ALONG COMMON PROPERTY LINES ARE CENTERED ALONG SAID PROPERTY LINES.
 5. THIS PLAN WAS SUBMITTED FOR APPROVAL TO THE WARREN COUNTY REGIONAL PLANNING COMMISSION IN DECEMBER 2016.
 6. MINIMUM SETBACKS:
FRONT YARD = 35'
SIDE YARD = 5'
REAR YARD = 20'
 7. M.U.C. = MINIMUM OPENING ELEVATION.
 8. M.U.C. = MINIMUM FRONT OPENING ELEVATION.
 9. M.U.C. = MINIMUM REAR OPENING ELEVATION.

HOME OWNER'S ASSOCIATION NOTE:
THE DECLARATION FOR LEGACY AT ELLIOTT FARM SECTION 1, BLOCK "C" IS RECORDED IN DOCUMENT NUMBER 2017-026272 OF THE WARREN COUNTY RECORDER. SAID DECLARATION MAY BE AMENDED IN THE FUTURE, ANY AMENDMENTS ARE PLACED ON RECORD IN THE OFFICE OF THE WARREN COUNTY RECORDER.

THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED WITHIN OF THE PUBLIC RIGHT OF WAY OF PUBLIC EXPOSURES INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SWAMP WANS.



LAND OF THE DEDICATOR'S
1" = 400'

PUBLIC SANITARY SEWER EASEMENT:
ANY PUBLIC SANITARY SEWER EASEMENT AS SHOWN ON THIS PLAN IS FOR THE BENEFIT OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS. THE EXISTING GRANTOR WARREN COUNTY, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE SANITARY SEWERS, FORCE MAINS, PUMP STATIONS, AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PURPOSES OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EXPOSURE, OR UNDESIRABLE ADJACENT THEREON, TO THE FUTURE USE OF SAID EXPOSURE AND FOR PROMOTE INTERESTS AND EASES TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EXPOSURE, NOR MAY THE EXPOSURE AREA BE PHYSICALLY ALTERED OR TO (1) REMOVE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE ABILITY OF COVER OVER THE UTILITY LINES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

DRAINAGE STATEMENT:
UNLESS OTHERWISE INDICATED ON THIS PLAN, A FIFTEEN (15) FOOT WIDE DRAINAGE EXPOSURE SHALL EXIST ALONG ALL COMMON SIDE LOT LINES WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EXPOSURE.

THE EXPOSURE AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITHIN THE EXPOSURE, NO STRUCTURES, PLANTING, TREASURES, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, REPAIR, OR IMPAIR THE FLOW THROUGH THE UNDERGROUND EXPOSURE SHOWN ON THIS PLAN AND DESIGNATED AS DRAINAGE EXPOSURES ARE DESIGNATED TO THE HOME OWNERS ASSOCIATION OF LEGACY AT ELLIOTT FARM.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR UNDERGROUND WITHIN THE EXPOSURE AREA UNLESS NOTED OTHERWISE ON THIS PLAN. HOWEVER, WHEN THE PLATTED PORTION OF ANY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES HAVE THEIR UPON AND IMPROVE THE EXPOSURE WITHIN AN EXPOSURE WITHIN SECTION 1, BLOCK "C" OF THE DEDICATED COULD, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO DIGGER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE EXPOSURES WITHIN ALL DRAINAGE EXPOSURES FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINAGE EXPOSURES AND/OR OTHER STRUCTURES OTHER THAN PUBLIC RIGHT-OF-WAY WITHIN THE PUBLIC UTILITY EXPOSURE AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITHIN THE DEEDPORTION OF SWAMP WANS AND COLLECTED FOR PRIVATE DRAINAGE. THESE, IN LIEU OF AN OPEN DITCH, A DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING A STORM DRAIN OR PRIVATE PROPERTY. THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGLIGENTLY IMPAIRED, AND THE LOT OWNER MUST AGREE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAN.

AREA SUMMARY
AREA IN LOTS = 5.2490 ACRES
AREA IN R/W = 1.0165 ACRES
TOTAL AREA = 6.2655 ACRES

LOT	AREA	OWNER
11	1.0165	THE DRESSES COMPANY
12	1.0165	THE DRESSES COMPANY
13	1.0165	THE DRESSES COMPANY
14	1.0165	THE DRESSES COMPANY
15	1.0165	THE DRESSES COMPANY
16	1.0165	THE DRESSES COMPANY
17	1.0165	THE DRESSES COMPANY
18	1.0165	THE DRESSES COMPANY
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95	1.0165	THE DRESSES COMPANY
96	1.0165	THE DRESSES COMPANY
97	1.0165	THE DRESSES COMPANY
98	1.0165	THE DRESSES COMPANY
99	1.0165	THE DRESSES COMPANY
100	1.0165	THE DRESSES COMPANY

OWNER	ADDRESS	PHONE	EMAIL
DAVE ENDRY OHIO	1000 W. MAIN ST.	513-251-1111	info@endry.com
THE WINDING CABLE	1000 W. MAIN ST.	513-251-1111	info@windingcable.com
WARREN COUNTY WATER & SEWER AUTHORITY	1000 W. MAIN ST.	513-251-1111	info@wcwsa.com

COUNTY COMMISSIONERS:
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAN ON THIS 14th DAY OF FEBRUARY, 2017.

COMMISSIONERS:
Steve Miller
Steve Miller
Steve Miller

WARREN COUNTY PLANNING COMMISSION:
THIS PLAN HAS BEEN APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 14th DAY OF FEBRUARY, 2017.

Steve Miller
DEPUTY DIRECTOR

DEERFIELD TOWNSHIP ZONING INSPECTOR:
I HEREBY APPROVE THIS PLAN ON THIS 23rd DAY OF FEBRUARY, 2017.

Tom Brantley
DEERFIELD TOWNSHIP ZONING INSPECTOR

COUNTY ENGINEER:
I HEREBY APPROVE THIS PLAN ON THIS 9th DAY OF FEBRUARY, 2017.

Neil A. Tomlin
WARREN COUNTY ENGINEER

COUNTY SANITARY ENGINEER:
I HEREBY APPROVE THIS PLAN ON THIS 9th DAY OF FEBRUARY, 2017.

Chris Spaul
WARREN COUNTY SANITARY ENGINEER

COUNTY ALDERT:
REGISTERED ON THIS 15th DAY OF DECEMBER, 2017.

Donny Simpson
DEPUTY COUNTY ALDERT

WARREN COUNTY RECORDER:
FILE NO. 2017-026274
RECORDED ON THIS 15th DAY OF FEBRUARY, 2017 AT 1:18 PM.

RECORDED IN PLAT BOOK NUMBER 94 PAGE 24-15
FEE \$175.00

Timothy L. Brown
DEPUTY

CERTIFICATE OF SURVEYOR:
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION, IN DECEMBER 2016 AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE (OR WILL BE) SET AS SHOWN.

Stephen L. Owell
REGISTERED SURVEYOR 1762

OWNER/DEVELOPER:
THE DRESSES COMPANY
211 GRANDVIEW DRIVE
FT. MITCHELL, KENTUCKY 41017
(859) 578-4200



LEGACY AT ELLIOTT FARM
SECTION 1, BLOCK "C"

12-8-16
G.B.
S.C.
N/A

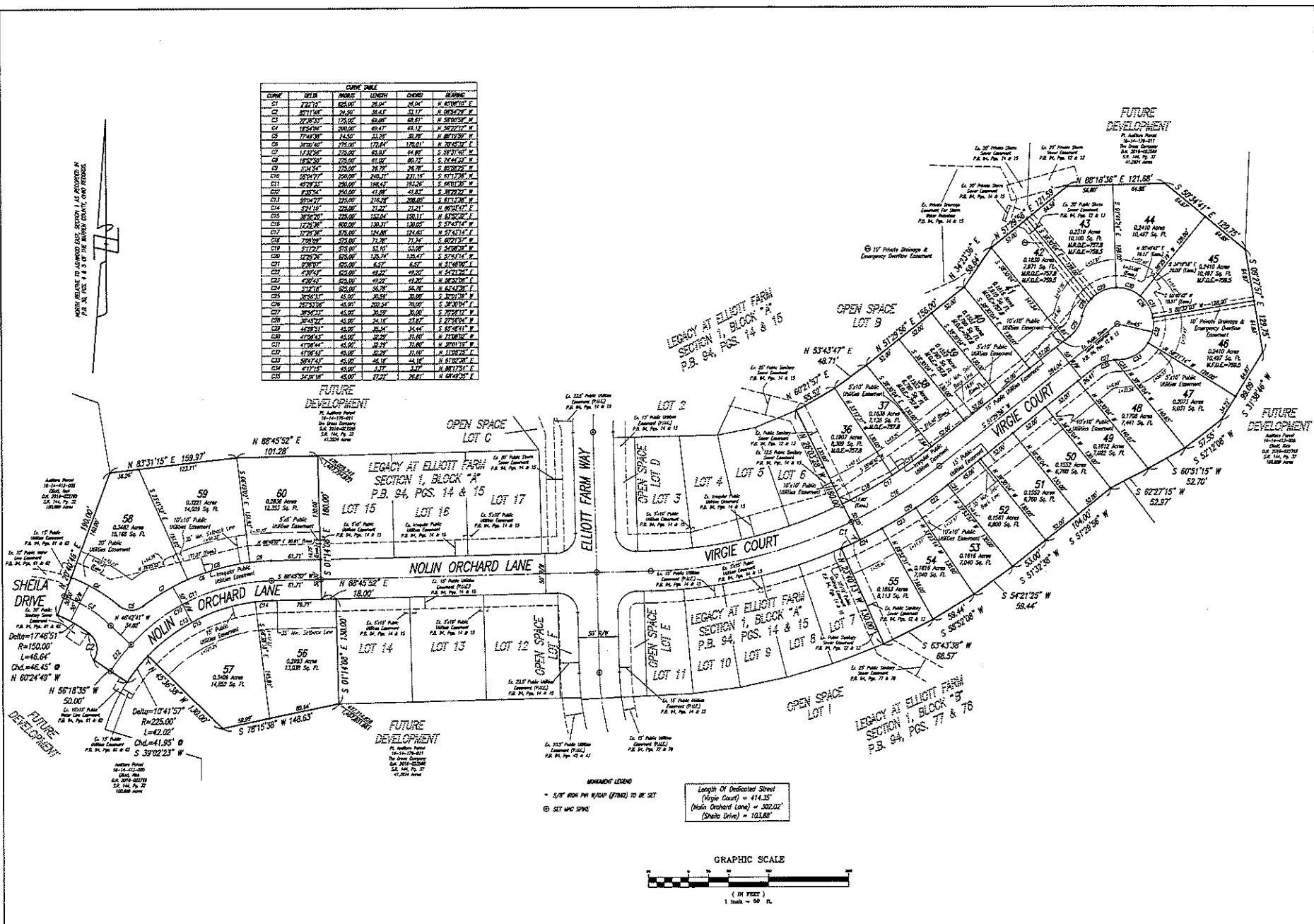
RECORD PLAT
LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK "C"
SECTION-14, TOWN-4, RANGE-2
MIAMI PURCHASE, DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
211 Grandview Drive
Fort Mitchell, Kentucky 41017
www.abercombie.com

94/84

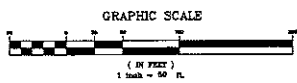


CURVE	BEARING	CHORD	CHORD BEARING	CHORD	BEARING
C1	272.15°	623.00'	28.04°	24.04'	N 85°07'19" E
C2	80.1136°	24.34'	58.47°	53.17'	N 85°07'20" E
C3	32.8234°	12.50'	63.00'	63.01'	N 85°07'20" E
C4	185.2416°	208.00'	69.47°	69.12'	N 85°27'10" W
C5	77.0038°	14.20'	11.20'	30.20'	N 85°27'10" W
C6	309.0042°	175.00'	175.00'	175.01'	N 85°27'10" W
C7	173.2056°	725.00'	65.00'	64.80'	S 89°31'50" W
C8	185.2030°	173.00'	61.00'	60.71'	S 74°44'20" W
C9	514.24°	173.00'	76.70'	76.70'	S 85°02'20" W
C10	69.2477°	129.00'	205.21'	211.10'	S 87°17'20" W
C11	457.211°	230.00'	188.45'	181.20'	S 80°10'10" W
C12	130.24°	250.00'	41.80'	41.80'	S 80°10'10" W
C13	309.2772°	235.00'	215.20'	208.00'	S 81°15'00" W
C14	57.110°	225.00'	21.20'	21.21'	N 80°15'00" E
C15	387.2020°	225.00'	124.04'	120.11'	N 81°00'00" E
C16	100.2030°	650.00'	128.21'	120.00'	S 74°51'10" W
C17	172.2030°	575.00'	124.80'	124.61'	N 57°45'10" E
C18	720.2030°	575.00'	71.20'	71.24'	S 80°17'20" W
C19	517.2030°	575.00'	53.10'	50.00'	S 81°00'00" W
C20	172.2030°	650.00'	128.21'	128.62'	S 74°51'10" W
C21	670.2030°	575.00'	6.57'	6.57'	N 81°00'00" E
C22	270.2030°	650.00'	48.24'	49.20'	N 81°00'00" E
C23	172.2030°	650.00'	128.21'	128.62'	S 74°51'10" W
C24	517.2030°	575.00'	56.70'	56.70'	N 81°00'00" E
C25	305.2030°	650.00'	35.50'	30.00'	S 80°17'20" W
C26	172.2030°	650.00'	128.21'	128.62'	S 74°51'10" W
C27	387.2030°	225.00'	30.20'	30.00'	S 77°51'10" W
C28	305.2030°	650.00'	24.16'	23.87'	S 77°51'10" W
C29	189.2030°	450.00'	35.34'	34.44'	S 82°41'10" W
C30	172.2030°	650.00'	128.21'	128.62'	S 74°51'10" W
C31	470.2030°	450.00'	32.20'	31.80'	N 80°17'20" E
C32	172.2030°	650.00'	128.21'	128.62'	N 81°00'00" E
C33	305.2030°	650.00'	19.17'	18.70'	N 81°00'00" E
C34	348.2030°	650.00'	47.27'	26.81'	N 81°00'00" E



MONUMENT LEGEND
 * 5/8" IRON PIN W/ CAP (7/16x2) TO BE SET
 © SET W/ C SPK

Length of Dedicated Street
 (Virgie Court) = 414.35'
 (Nolin Orchard Lane) = 302.02'
 (Sheila Drive) = 101.88'



LEGACY AT ELLIOTT FARM
 SECTION 1, BLOCK 'C'

12-8-16	D.R.	1" = 50'
	S.C.	

RECORD PLAT
 LEGACY AT ELLIOTT FARM, SECTION 1, BLOCK 'C'
 SECTION 14, TOWN 4, RANGE 2
 MAHAR PURCHASE, DEERFIELD TOWNSHIP
 WARRENTON COUNTY, OHIO

Abercrombie & Associates, Inc.
 Civil Engineering • Surveying
 2375 Easton Road, Suite 100
 Warrenton, OR 97146
 503.862.2222
 www.abercombie.com



9/1/25

First Reading: January 5, 2021
Second Reading: Dispensed

RESOLUTION 2021- 4

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON ELLIOTT FARM WAY, HEIRLOOM COURT, NOLIN ORCHARD LANE, VIRGIE COURT, GARDENSIDE LANE, AUTUMN HARVEST DRIVE AND SHEILA DRIVE IN LEGACY OF ELLIOTT FARM SUBDIVISION, SECTION 1A, 1B AND 1C, DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Legacy of Elliott Farm subdivision, Section 1A, 1B and 1C and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Elliott Farm Way, Heirloom Court, Nolin Orchard Lane, Virgie Court, Gardenside Lane, Autumn Harvest Drive and Sheila Drive.

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Legacy of Elliott Farm subdivision, Section 1A, 1B and 1C.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the: Legacy of Elliott Farm subdivision, Section 1A, 1B and 1C: Elliott Farm Way, Heirloom Court, Nolin Orchard Lane, Virgie Court, Gardenside Lane, Autumn Harvest Drive and Sheila Drive.

SECTION 2. The speed limit on the following street in the Legacy of Elliott Farms subdivision, Section 1A, 1 B and 1 C, Deerfield Township is hereby established at twenty-five (25) miles per hour: Elliott Farm Way, Heirloom Court, Nolin Orchard Lane, Virgie Court, Gardenside Lane, Autumn Harvest Drive and Sheila Drive.

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


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

VOTE RECORD:

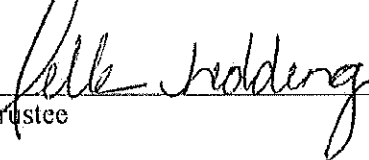
Ms. Malhotra _____ Mrs. Hedding _____ Mr. Siciliano _____

PASSED at the Meeting of the Board of Trustees this 5th day of January, 2021.

President




Vice President



Trustee

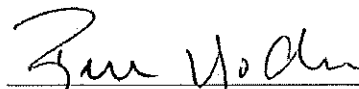
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 5th day of January 2021.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yoder, Law Director

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

Resolution

Number 21-0091

Adopted Date January 19, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN ROBERTS PARK, SECTION 2, BLOCK "B" SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

Bond Number	:	16-001 (P/S)
Development	:	Roberts Park, Section 2, Block "B"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$138,044.10
Surety Company	:	Argonaut Insurance Co. (SUR0035870)

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati, OH 45249
Argonaut Insurance Co., P.O. Box 469011, San Antonio, TX 78246
Engineer (file)
Bond Agreement file

Resolution

Number 21-0092

Adopted Date January 19, 2021

APPROVE LADY PALM DRIVE, PALMETTO DRIVE, ROBERTS PARK DRIVE AND SABAL WAY IN ROBERTS PARK, SECTION 2, BLOCK "B" FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Lady Palm Drive, Palmetto Drive, Roberts Park Drive and Sabal Way has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2565-T	Lady Palm Drive	0'-29'-0'	0.155
2171-T	Palmetto Drive	0'-29'-0'	0.284
1570-T	Roberts Park Drive	0'-29'-0'	0.025
2566-T	Sabal Way	0'-29'-0'	0.071

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

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

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

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

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



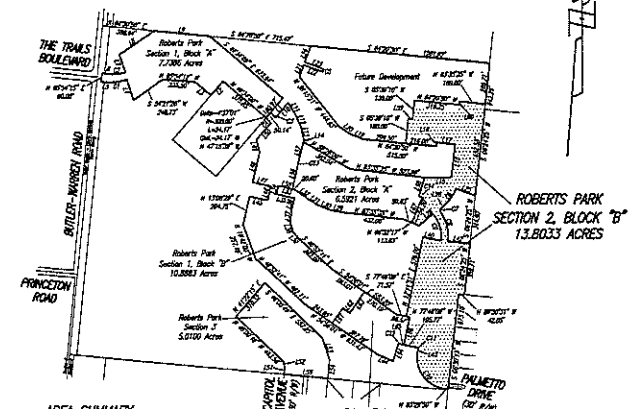
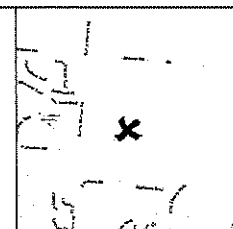
Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

ROBERTS PARK, SECTION 2, BLOCK "B"

SECTION-2, TOWN-3, RANGE-3

DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO



AREA SUMMARY
 AREA IN LOTS = 10.6320 ACRES
 AREA IN R/W = 3.1713 ACRES
 TOTAL AREA = 13.8033 ACRES
 LAND OF THE DEDICATOR'S
 1" = 400'

LOT (SEE MAP OF THE SUBDIVISION)					LOT (SEE MAP OF THE SUBDIVISION)				
LOT	AREA	OWNER	AREA	OWNER	LOT	AREA	OWNER	AREA	OWNER
11	1.8000	J. ROBERTS	12	1.8000	J. ROBERTS				
12	1.8000	J. ROBERTS	13	1.8000	J. ROBERTS				
13	1.8000	J. ROBERTS	14	1.8000	J. ROBERTS				
14	1.8000	J. ROBERTS	15	1.8000	J. ROBERTS				
15	1.8000	J. ROBERTS	16	1.8000	J. ROBERTS				
16	1.8000	J. ROBERTS	17	1.8000	J. ROBERTS				
17	1.8000	J. ROBERTS	18	1.8000	J. ROBERTS				
18	1.8000	J. ROBERTS	19	1.8000	J. ROBERTS				
19	1.8000	J. ROBERTS	20	1.8000	J. ROBERTS				
20	1.8000	J. ROBERTS	21	1.8000	J. ROBERTS				
21	1.8000	J. ROBERTS	22	1.8000	J. ROBERTS				
22	1.8000	J. ROBERTS	23	1.8000	J. ROBERTS				
23	1.8000	J. ROBERTS	24	1.8000	J. ROBERTS				
24	1.8000	J. ROBERTS	25	1.8000	J. ROBERTS				
25	1.8000	J. ROBERTS	26	1.8000	J. ROBERTS				
26	1.8000	J. ROBERTS	27	1.8000	J. ROBERTS				
27	1.8000	J. ROBERTS	28	1.8000	J. ROBERTS				
28	1.8000	J. ROBERTS	29	1.8000	J. ROBERTS				
29	1.8000	J. ROBERTS	30	1.8000	J. ROBERTS				
30	1.8000	J. ROBERTS	31	1.8000	J. ROBERTS				
31	1.8000	J. ROBERTS	32	1.8000	J. ROBERTS				
32	1.8000	J. ROBERTS	33	1.8000	J. ROBERTS				
33	1.8000	J. ROBERTS	34	1.8000	J. ROBERTS				
34	1.8000	J. ROBERTS	35	1.8000	J. ROBERTS				
35	1.8000	J. ROBERTS	36	1.8000	J. ROBERTS				
36	1.8000	J. ROBERTS	37	1.8000	J. ROBERTS				
37	1.8000	J. ROBERTS	38	1.8000	J. ROBERTS				
38	1.8000	J. ROBERTS	39	1.8000	J. ROBERTS				
39	1.8000	J. ROBERTS	40	1.8000	J. ROBERTS				
40	1.8000	J. ROBERTS	41	1.8000	J. ROBERTS				
41	1.8000	J. ROBERTS	42	1.8000	J. ROBERTS				
42	1.8000	J. ROBERTS	43	1.8000	J. ROBERTS				
43	1.8000	J. ROBERTS	44	1.8000	J. ROBERTS				
44	1.8000	J. ROBERTS	45	1.8000	J. ROBERTS				
45	1.8000	J. ROBERTS	46	1.8000	J. ROBERTS				
46	1.8000	J. ROBERTS	47	1.8000	J. ROBERTS				
47	1.8000	J. ROBERTS	48	1.8000	J. ROBERTS				
48	1.8000	J. ROBERTS	49	1.8000	J. ROBERTS				
49	1.8000	J. ROBERTS	50	1.8000	J. ROBERTS				
50	1.8000	J. ROBERTS	51	1.8000	J. ROBERTS				
51	1.8000	J. ROBERTS	52	1.8000	J. ROBERTS				
52	1.8000	J. ROBERTS	53	1.8000	J. ROBERTS				
53	1.8000	J. ROBERTS	54	1.8000	J. ROBERTS				
54	1.8000	J. ROBERTS	55	1.8000	J. ROBERTS				
55	1.8000	J. ROBERTS	56	1.8000	J. ROBERTS				
56	1.8000	J. ROBERTS	57	1.8000	J. ROBERTS				
57	1.8000	J. ROBERTS	58	1.8000	J. ROBERTS				
58	1.8000	J. ROBERTS	59	1.8000	J. ROBERTS				
59	1.8000	J. ROBERTS	60	1.8000	J. ROBERTS				
60	1.8000	J. ROBERTS	61	1.8000	J. ROBERTS				
61	1.8000	J. ROBERTS	62	1.8000	J. ROBERTS				
62	1.8000	J. ROBERTS	63	1.8000	J. ROBERTS				
63	1.8000	J. ROBERTS	64	1.8000	J. ROBERTS				
64	1.8000	J. ROBERTS	65	1.8000	J. ROBERTS				
65	1.8000	J. ROBERTS	66	1.8000	J. ROBERTS				
66	1.8000	J. ROBERTS	67	1.8000	J. ROBERTS				
67	1.8000	J. ROBERTS	68	1.8000	J. ROBERTS				
68	1.8000	J. ROBERTS	69	1.8000	J. ROBERTS				
69	1.8000	J. ROBERTS	70	1.8000	J. ROBERTS				
70	1.8000	J. ROBERTS	71	1.8000	J. ROBERTS				
71	1.8000	J. ROBERTS	72	1.8000	J. ROBERTS				
72	1.8000	J. ROBERTS	73	1.8000	J. ROBERTS				
73	1.8000	J. ROBERTS	74	1.8000	J. ROBERTS				
74	1.8000	J. ROBERTS	75	1.8000	J. ROBERTS				
75	1.8000	J. ROBERTS	76	1.8000	J. ROBERTS				
76	1.8000	J. ROBERTS	77	1.8000	J. ROBERTS				
77	1.8000	J. ROBERTS	78	1.8000	J. ROBERTS				
78	1.8000	J. ROBERTS	79	1.8000	J. ROBERTS				
79	1.8000	J. ROBERTS	80	1.8000	J. ROBERTS				
80	1.8000	J. ROBERTS	81	1.8000	J. ROBERTS				
81	1.8000	J. ROBERTS	82	1.8000	J. ROBERTS				
82	1.8000	J. ROBERTS	83	1.8000	J. ROBERTS				
83	1.8000	J. ROBERTS	84	1.8000	J. ROBERTS				
84	1.8000	J. ROBERTS	85	1.8000	J. ROBERTS				
85	1.8000	J. ROBERTS	86	1.8000	J. ROBERTS				
86	1.8000	J. ROBERTS	87	1.8000	J. ROBERTS				
87	1.8000	J. ROBERTS	88	1.8000	J. ROBERTS				
88	1.8000	J. ROBERTS	89	1.8000	J. ROBERTS				
89	1.8000	J. ROBERTS	90	1.8000	J. ROBERTS				
90	1.8000	J. ROBERTS	91	1.8000	J. ROBERTS				
91	1.8000	J. ROBERTS	92	1.8000	J. ROBERTS				
92	1.8000	J. ROBERTS	93	1.8000	J. ROBERTS				
93	1.8000	J. ROBERTS	94	1.8000	J. ROBERTS				
94	1.8000	J. ROBERTS	95	1.8000	J. ROBERTS				
95	1.8000	J. ROBERTS	96	1.8000	J. ROBERTS				
96	1.8000	J. ROBERTS	97	1.8000	J. ROBERTS				
97	1.8000	J. ROBERTS	98	1.8000	J. ROBERTS				
98	1.8000	J. ROBERTS	99	1.8000	J. ROBERTS				
99	1.8000	J. ROBERTS	100	1.8000	J. ROBERTS				

OWNER'S CONSENT AND DEDICATION:
 THE UNDERSIGNED, BEING ALL THE OWNERS AND TEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE DEDICATION OF THE SAID PLAT AND DO HEREBY DEDICATE THE STREETS, PARKS OR PUBLIC OPENINGS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.
 ANY PUBLIC UTILITIES EXISTING AS SHOWN ON THIS PLAT ARE FOR THE PURCHASE OF PUBLIC UTILITIES, SEWERAGE AND TRAILS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, SEWERAGE AND TRAILS. THIS DEDICATION AND ALL OTHER DEDICATIONS SHOWN ON THIS PLAT UNLESS OTHERWISE PROVIDED FOR A SPECIFIC PURPOSE, ARE FOR THE PROTECTION, OPERATION, MAINTENANCE AND REPAIR, REPLACEMENT OF REMOVAL OF WELLS, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, SEWERAGE, TRAILS AND CONDUITS THEREON, AND FOR THE EXERCISE OF PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID DEDICATION, BY WHATEVER AUTHORITY HEREON, TO THE FREE USE OF SAID DEDICATIONS BY ADJACENT STREETS AND FOR PROMISING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID DEDICATIONS, NOR MAY THE DEDICATIONS BE PHYSICALLY ALTERED OR (1) REMOVE CLEARANCES OF OTHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.
 THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO:
 DATE ENERGY LIMITED TELEPHONE COMPANY
 WINDYER CABLE OF OHIO (CINCINNATI)
 WARREN COUNTY ENGINEERS
 WARREN COUNTY WATER & SEWER AUTHORITY/DELRISA CABLE

SOLELY M/I HOMES OF CINCINNATI, LLC
 AN OHIO LIMITED LIABILITY COMPANY
 BY: [Signature]
 NAME: Matthew Walker
 TITLE: Vice President of Land

NOTARY STATEMENT:
 STATE OF Ohio, SS
 BE IT REMEMBERED THAT ON THIS 21st DAY OF January, 2016, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Matt Walker WHO REPRESENTED THAT HE IS DULY AUTHORIZED IN THE PROCEEDING AND WHO ACKNOWLEDGED THAT HE IS THE PROPRIETOR AND SIGNER OF THE SAID INSTRUMENT AND WHO VOLUNTARILY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED.
 IN TESTIMONY WHEREOF, I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE ABOVE SAID.
 NOTARY PUBLIC, STATE OF Ohio
 M/1 HOMES OF CINCINNATI, LLC
 9349 WATERSTONE BOULEVARD
 SUITE 100
 CINCINNATI, OHIO 45249
 My Comm. Expires 12-31-19

DEED REFERENCES:
 SITUATED IN SECTION 2, TOWN 3, RANGE 3, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO BEING 7.4215 ACRES OF LAND, PART OF THE ORIGINAL 53.425 ACRES ASSEMBLY CONVEYED TO M/I HOMES OF CINCINNATI, LLC AND BEING 0.5289 ACRES OF LAND, PART OF THE ORIGINAL 12.1725 ACRES CONVEYED TO THE DEERFIELD TOWNSHIP BOARD OF TRUSTEES AND DESCRIBED IN THE DEED RECORDED IN DEED NO. 2014-021127 WARREN COUNTY, OHIO.
 SOLELY DEERFIELD TOWNSHIP TRUSTEES
 BY: [Signature]
 NAME: Bill Becker
 TITLE: Administrator

PARCEL SUMMARY
 11-02-100-013 (DEED 2014-021127)
 0.0020 ACRES (PART OF PARCEL)
 11-02-100-011 (DEED 2014-021127)
 0.0589 ACRES (PART OF PARCEL)
 11-02-100-016 (DEED 2015-024143)
 6.3209 ACRES (ALL THAT REMAINS)
 11-02-300-184 (DEED 2015-024143)
 7.4215 ACRES (ALL THAT REMAINS)

NOTARY STATEMENT:
 STATE OF Ohio, SS
 BE IT REMEMBERED THAT ON THIS 21st DAY OF January, 2016, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Bill Becker WHO REPRESENTED THAT HE IS DULY AUTHORIZED IN THE PROCEEDING AND WHO ACKNOWLEDGED THAT HE IS THE PROPRIETOR AND SIGNER OF THE SAID INSTRUMENT AND WHO VOLUNTARILY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED.
 IN TESTIMONY WHEREOF, I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE ABOVE SAID.
 NOTARY PUBLIC, STATE OF Ohio
 M/1 HOMES OF CINCINNATI, LLC
 9349 WATERSTONE BOULEVARD
 SUITE 100
 CINCINNATI, OHIO 45249
 My Comm. Expires 12-31-19

COUNTY COMMISSIONERS:
 BE THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF January, 2016.
 COMMISSIONERS:
[Signatures]

WARREN COUNTY PLANNING COMMISSION:
 THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 21st DAY OF January, 2016.
[Signature]
 EXECUTIVE DIRECTOR

DEERFIELD TOWNSHIP ZONING INSPECTOR:
 I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF January, 2016.
[Signature]
 DEERFIELD TOWNSHIP ZONING INSPECTOR

COUNTY ENGINEER:
 I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF January, 2016.
[Signature]
 WARREN COUNTY ENGINEER

COUNTY SANITARY ENGINEER:
 I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF January, 2016.
[Signature]
 WARREN COUNTY SANITARY ENGINEER

COUNTY ADJUTOR:
 TRANSFERRED ON THE 21st DAY OF January, 2016.
[Signature]
 COUNTY ADJUTOR

WARREN COUNTY RECORDER:
 FILE NO. 2016-002144
 RECORDED ON THIS 27th DAY OF January, 2016 AT 1:50 PM

RECORDED ON THE 27th DAY OF January, 2016 AT 1:50 PM
 RECORDED IN PLAT BOOK NUMBER 92 PAGE 59, 60, 61
 FEE: \$259.00
 BY: [Signature]
 WARREN COUNTY RECORDER

CERTIFICATE OF SURVEYOR:
 I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION, IN DECEMBER 2015 AND THAT ALL MONUMENTS AND LIMIT CORNER PINS ARE (ON FILE) SET AS SHOWN.
[Signature]
 REGISTERED SURVEYOR #7802

OWNER/DEVELOPER:
 M/I HOMES OF CINCINNATI, LLC
 9349 WATERSTONE BOULEVARD
 SUITE 100
 CINCINNATI, OHIO 45249
 (513) 248-5400

RECORD PLAT
 ROBERTS PARK SECTION 2, BLOCK "B"
 SECTION-2, TOWN-3, RANGE-3
 DEERFIELD TOWNSHIP
 WARREN COUNTY, OHIO

DATE: 12-2-16
 BY: G.R.
 COUNTY: S.C.
 FEE: N/A

WARREN COUNTY RECORDER
 FILE NO. 2016-002144
 RECORDED ON THIS 27th DAY OF January, 2016 AT 1:50 PM
 RECORDED IN PLAT BOOK NUMBER 92 PAGE 59, 60, 61
 FEE: \$259.00
 BY: [Signature]
 WARREN COUNTY RECORDER

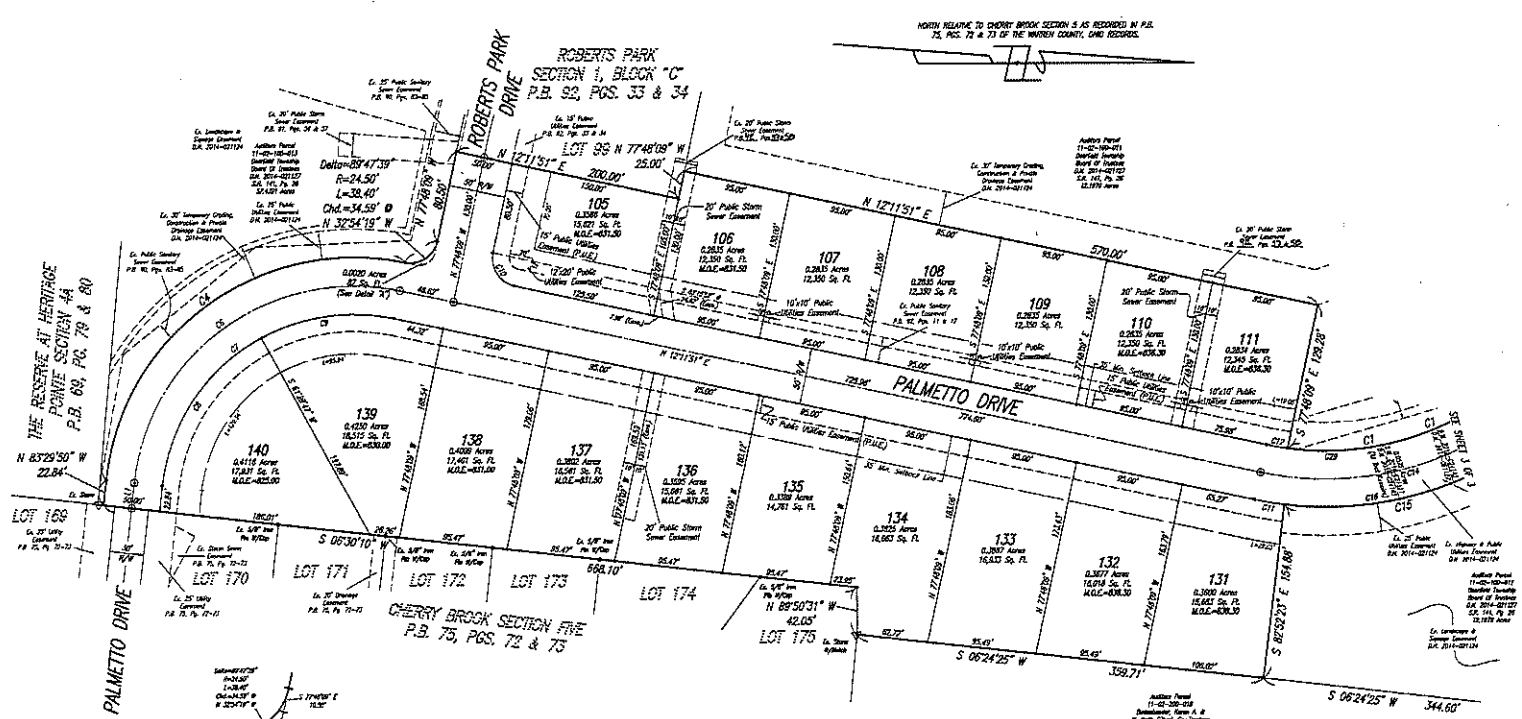
Abercrombie & Associates, Inc.
 Civil Engineering & Surveying
 13-0188-2 1 3

Old 11-02-00-01 2.774 ac.
 Old 11-02-00-03 24.6879 ac.
 Old 11-02-00-06 6.320 ac.
 Old 11-02-00-04 7.414 ac.

New 11-02-00-007 Lot 105
 New 11-02-00-008 Lot 106
 New 11-02-00-009 Lot 107
 New 11-02-00-010 Lot 108
 New 11-02-00-011 Lot 109
 New 11-02-00-012 Lot 110
 New 11-02-00-013 Lot 111
 New 11-02-00-014 Lot 112
 New 11-02-00-015 Lot 113
 New 11-02-00-016 Lot 114
 New 11-02-00-017 Lot 115
 New 11-02-00-018 Lot 116
 New 11-02-00-019 Lot 117
 New 11-02-00-020 Lot 118
 New 11-02-00-021 Lot 119
 New 11-02-00-022 Lot 120
 New 11-02-00-023 Lot 121
 New 11-02-00-024 Lot 122
 New 11-02-00-025 Lot 123
 New 11-02-00-026 Lot 124
 New 11-02-00-027 Lot 125
 New 11-02-00-028 Lot 126
 New 11-02-00-029 Lot 127
 New 11-02-00-030 Lot 128
 New 11-02-00-031 Lot 129
 New 11-02-00-032 Lot 130
 New 11-02-00-033 Lot 131
 New 11-02-00-034 Lot 132
 New 11-02-00-035 Lot 133
 New 11-02-00-036 Lot 134
 New 11-02-00-037 Lot 135
 New 11-02-00-038 Lot 136
 New 11-02-00-039 Lot 137
 New 11-02-00-040 Lot 138
 New 11-02-00-041 Lot 139
 New 11-02-00-042 Lot 140
 New 11-02-00-043 Lot 141
 New 11-02-00-044 Lot 142
 New 11-02-00-045 Lot 143
 New 11-02-00-046 Lot 144
 New 11-02-00-047 Lot 145
 New 11-02-00-048 Lot 146
 New 11-02-00-049 Lot 147
 New 11-02-00-050 Lot 148
 New 11-02-00-051 Lot 149
 New 11-02-00-052 Lot 150

Sum 11-02-110-017 12.1850 ac.
 Sum 11-02-100-016 24.6825 ac.

1/11/2006
 E

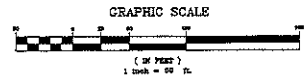


NOTICE RELATIVE TO CHERRY BROOK SECTION 5 AS RECORDED IN P.L. 75, PGS. 72 & 73 OF THE WARREN COUNTY, OHIO RECORDS.

Length of Dedicated Street
 (Palmetto Drive) = 1,428.85'
 (Roberts Park Drive) = 1,300.00'

LINE NUMBER	BEARING	LENGTH
11	22.81°	1,428.85'
12	100.00°	1,428.85'
13	22.81°	1,428.85'

- MOVEMENT LEGEND**
- 1/8" PER IN (TOP) (7500) TO BE SET
 - SET MAG. SPIC
 - ▽ EX. STONE
 - EX. 1/2" BORN IN



LINE	BEARING	LENGTH	CHORD	BEARING
C1	87.1522°	24.00'	34.17'	N 87.1522° W
C2	87.1522°	24.00'	34.17'	S 89.3147° W
C3	172.3044°	300.00'	63.72'	N 89.3147° W
C4	87.1522°	200.00'	306.65'	N 89.3147° W
C5	172.3044°	200.00'	84.16'	N 89.3147° W
C6	87.1522°	150.00'	202.65'	S 30.2829° E
C7	87.1522°	150.00'	202.65'	S 30.2829° E
C8	87.1522°	150.00'	202.65'	S 30.2829° E
C9	87.1522°	150.00'	202.65'	S 30.2829° E
C10	87.1522°	150.00'	202.65'	S 30.2829° E
C11	87.1522°	150.00'	202.65'	S 30.2829° E
C12	87.1522°	150.00'	202.65'	S 30.2829° E
C13	87.1522°	150.00'	202.65'	S 30.2829° E
C14	87.1522°	150.00'	202.65'	S 30.2829° E
C15	87.1522°	150.00'	202.65'	S 30.2829° E
C16	87.1522°	150.00'	202.65'	S 30.2829° E
C17	87.1522°	150.00'	202.65'	S 30.2829° E
C18	87.1522°	150.00'	202.65'	S 30.2829° E
C19	87.1522°	150.00'	202.65'	S 30.2829° E
C20	87.1522°	150.00'	202.65'	S 30.2829° E
C21	87.1522°	150.00'	202.65'	S 30.2829° E
C22	87.1522°	150.00'	202.65'	S 30.2829° E
C23	87.1522°	150.00'	202.65'	S 30.2829° E
C24	87.1522°	150.00'	202.65'	S 30.2829° E
C25	87.1522°	150.00'	202.65'	S 30.2829° E
C26	87.1522°	150.00'	202.65'	S 30.2829° E
C27	87.1522°	150.00'	202.65'	S 30.2829° E
C28	87.1522°	150.00'	202.65'	S 30.2829° E
C29	87.1522°	150.00'	202.65'	S 30.2829° E
C30	87.1522°	150.00'	202.65'	S 30.2829° E
C31	87.1522°	150.00'	202.65'	S 30.2829° E
C32	87.1522°	150.00'	202.65'	S 30.2829° E



ROBERTS PARK
SECTION 2, BLOCK "B"

12-2-15	By O.R.	Scale	1" = 50'
12-2-15	By S.C.	Scale	1" = 50'

RECORD PLAT
 ROBERTS PARK SECTION 2, BLOCK "B"
 SECTION 2, TOWN 5, RANGE 3
 DEERFIELD TOWNSHIP
 WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
 Civil Engineering & Surveying
 11000 N. ...
 ...





ROBERTS PARK
SECTION 2, BLOCK "B"

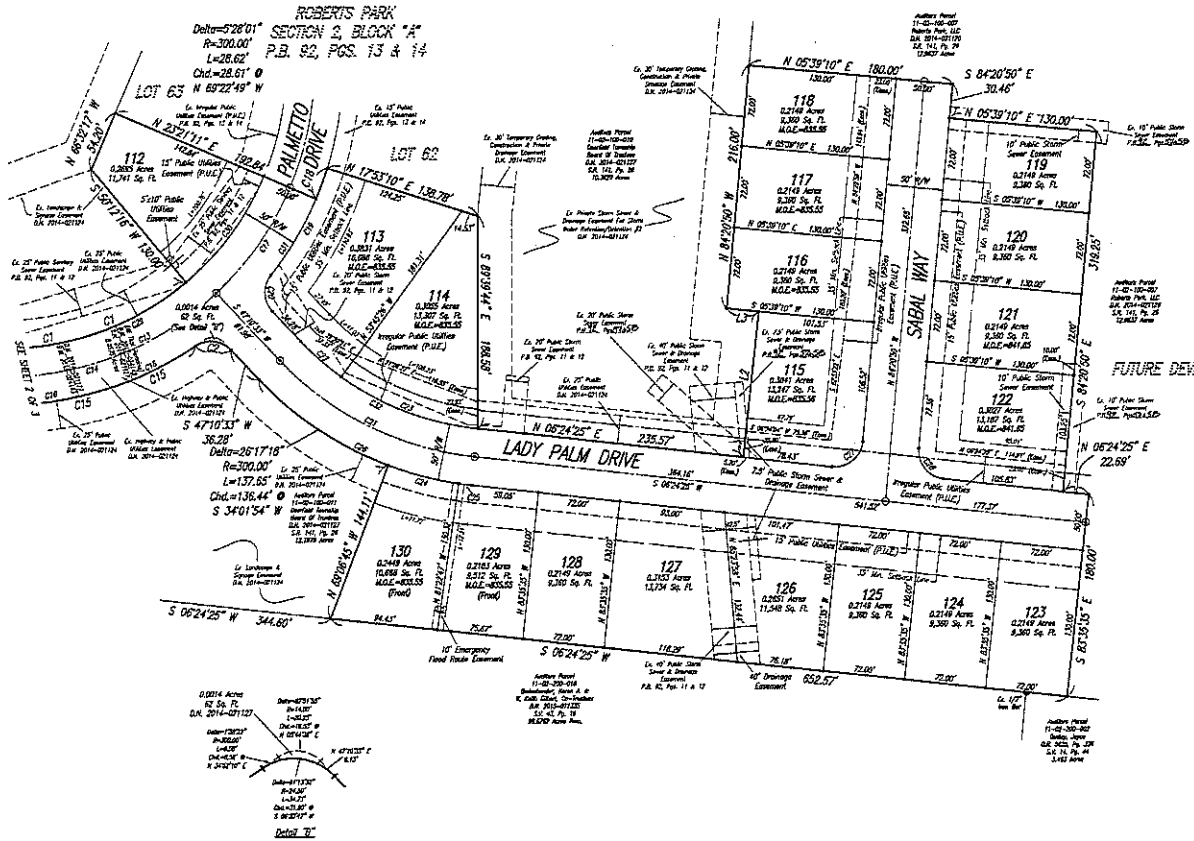
DATE	12-2-15
SCALE	AS SHOWN
PROJECT	ROBERTS PARK SECTION 2, BLOCK "B"
TOWN	SECTION-2, TOWN-3, RANGE-3
COUNTY	WARRIEN COUNTY, OHIO
FILE NO.	13-0188-2

RECORD PLAT
ROBERTS PARK SECTION 2, BLOCK "B"
SECTION-2, TOWN-3, RANGE-3
WARRIEN COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
2400 W. WARRIEN AVENUE, SUITE 100
WARRIEN, OHIO 44481
419-338-1100
WWW.ABERCROMBIE-AND-ASSOCIATES.COM



NOTICE: REFERENCE TO CHERRY BROOK SECTION 5 IS INCORPORATED IN P.B. 75, PGS. 72 & 73 OF THE WARRIEN COUNTY, OHIO RECORDS.



LINE	BEARING	LENGTH	CHORD	BEARING
C1	47°32'58"	250.00	202.65	101.65° W
C2	81°13'30"	24.80	24.37	21.80° W
C3	172°32'00"	300.00	13.74	81.12° W
C4	85°22'20"	280.00	345.65	305.67° W
C5	187°17'20"	250.00	24.18	81.76° W
C6	05°14'24"	150.00	142.68	109.17° S
C7	05°14'24"	150.00	255.15	200.06° S
C8	84°20'50"	170.00	163.17	145.81° N
C9	40°43'04"	170.00	170.87	118.22° N
C10	30°30'30"	21.80	30.45	51.65° N
C11	50°14'24"	250.00	26.56	80.78° N
C12	27°13'20"	250.00	18.90	17.80° N
C13	200°00'00"	125.00	125.00	309.27° W
C14	271°17'20"	274.78	118.07	118.17° N
C15	47°32'58"	300.00	210.65	210.65° N
C16	81°13'30"	300.00	242.15	242.15° S
C17	172°32'00"	300.00	118.56	118.56° N
C18	85°22'20"	300.00	280.65	181.67° N
C19	30°30'30"	250.00	182.47	188.88° N
C20	171°17'20"	21.80	21.77	81.87° N
C21	40°43'04"	250.00	155.88	151.58° N
C22	10°26'50"	250.00	17.70	17.67° N
C23	30°30'30"	250.00	210.87	210.87° N
C24	101°13'30"	300.00	65.47	61.11° N
C25	212°48'20"	300.00	11.50	11.50° N
C26	84°20'50"	300.00	210.87	210.87° N
C27	30°30'30"	250.00	182.47	188.88° N
C28	171°17'20"	21.80	21.77	81.87° N
C29	271°17'20"	274.78	118.07	118.17° N
C30	172°32'00"	300.00	13.74	81.12° W
C31	172°32'00"	300.00	13.74	81.12° W
C32	84°20'50"	250.00	172.85	174.15° N

LINE	BEARING
L1	24.16° N 81°27'30" W
L2	150.00° N 84°20'50" W
L3	20.47° S 80°58'10" W

Length of Dedicated Street
(Lady Palm Drive) = 819.10'
(Sabal Way) = 372.65'
(Palmetto Drive) = 1,428.65'

- MEASUREMENT LEGEND
- 3/4" HIGH PIN N/STOP (TO BE SET)
 - SET W/IC STAKE
 - ▽ EA. STAKE
 - EA. 1/2" HIGH PIN

First Reading: December 1, 2020
Second Reading: Dispensed

RESOLUTION 2020- 69

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON PALMETTO DRIVE, ROBERTS PARK DRIVE, LADY PALM DRIVE, SABAL WAY AND MOCORA COURT IN ROBERTS PARK SUBDIVISION, SECTION 2B AND 2C, DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Roberts Park subdivision, Section 2B and 2C and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Palmetto Drive, Roberts Park Drive, Lady Palm Drive, Sabal Way and Mocora Court.

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Roberts Park subdivision, Section 2B and 2C.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the: Roberts Park subdivision, Section 2B and 2C: Palmetto Drive, Roberts Park Drive, Lady Palm Drive, Sabal Way and Mocora Court

SECTION 2. The speed limit on the following street in the Roberts Park subdivision, Section 2B and 2C, Deerfield Township is hereby established at twenty-five (25) miles per hour: Palmetto Drive, Roberts Park Drive, Lady Palm Drive, Sabal Way and Mocora Court

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

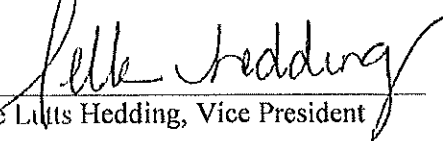
SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

VOTE RECORD:

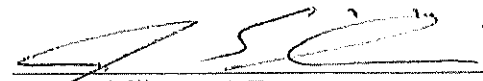
Ms. Malhotra _____ Mrs. Hedding _____ Mr. Siciliano _____

PASSED at the Meeting of the Board of Trustees this 1st day of December, 2020.

Kristin Malhotra, President



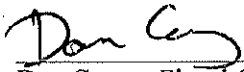
Lelle Lufts Hedding, Vice President



James Siciliano IV, Trustee

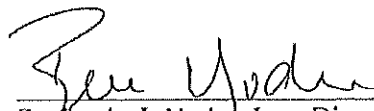
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 1st day of December 2020.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yoder, Law Director

Resolution

Number 21-0093

Adopted Date January 19, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN ROBERTS PARK, SECTION 2, BLOCK "C" SITUATED IN DEERFIELD TOWNSHIP

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

BOND RELEASE

Bond Number	:	16-021 (P/S)
Development	:	Roberts Park, Section 2, Block "C"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$114,856.20
Surety Company	:	Argonaut Insurance Co. (SUR0035907)

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati, OH 45249
Argonaut Insurance Co., P.O. Box 469011, San Antonio, TX 78246
Engineer (file)
Bond Agreement file

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

Resolution

Number 21-0094

Adopted Date January 19, 2021

APPROVE MOCORA COURT AND SABAL WAY IN ROBERTS PARK, SECTION 2, BLOCK "C" FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

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

Street Number	Street Name	Street Width	Street Mileage
2580-T	Mocora Court	0'-29'-0"	0.062
2566-T	Sabal Way	0'-29'-0"	0.129

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


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

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

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

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

OWNER'S CONSENT AND DECLARATION:

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND TEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE CREATION OF THE SAID PLAT AND DO, BEYOND THE STREETS, PARKS OR PUBLIC GRASSES AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY PUBLIC UTILITIES EXISTING AS SHOWN ON THE PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SEWERAGE AND TRAILS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, SEWERAGE AND TRAILS. THE EXISTING AND ALL OTHER UTILITIES SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REPAIRS, REPAIRS, TRAILS AND STORMWATER INFILTRATION AND FOR THE EXPRESS PURPOSES OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EXISTING, OR UNDESIGNED EXISTING FACILITIES TO THE FREE USE OF SAID EXISTING OR ALTERNATE STREETS AND FOR PROMOTING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EXISTING, AND NO THE EXISTING ARE TO BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF OTHER EXISTING OR UNDESIGNED FACILITIES, (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES, (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY FACILITIES ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO:

- DATE ENERGY
UNITED TELEPHONE COMPANY
WARREN COUNTY OF GREATER CINCINNATI
WARREN COUNTY ENGINEERS
WARREN COUNTY WATER & SEWER
ALCO/AMCO/GEORGE BANK

WE HEREBY GRANTED TO DATE ENERGY OHS, INC. AND ITS SUCCESSORS, SUCCESSORS, AND ASSIGNS THE RIGHT TO LATERALLY EXCEED, REPAIR, AND MAINTAIN ANY AND ALL UTILITIES TO SERVICE INDIVIDUAL LOTS AS CONSTRUCTED BY THE OWNERS, BUILDER ALLOWING RESTRICTIONS ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY OF THE LOT ON WHICH THE UTILITIES ARE LOCATED. RECONSTRUCTION OR REPAIRS IS PERMISSIBLE ONLY WITH WRITTEN PERMISSION OF THE UNPLATTED OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREED LOCATION, AND PART OF THE UTILITY FACILITIES SHALL EXCEEDING EXISTING BOUNDARY OR ADJACENT LINES.

OWNER: M/I HOMES OF CINCINNATI, LLC
AN OHIO LIMITED LIABILITY COMPANY

Signature of M/I Homes of Cincinnati, LLC
Signature of M. J. Wheeler, Vice President of Land

HISTORY STATEMENTS:
DATE OF: 08/16/2016
BE IT REMEMBERED THAT ON THIS 16th DAY OF DECEMBER, 2016 BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, I PERSONALLY APPEARED ANDREW WHEELER, UP OF LAND OF M/I HOMES OF CINCINNATI, LLC, WHO REPRESENTED THAT HE IS DULY AUTHORIZED IN THE PREMISES AND WHO ACKNOWLEDGED THAT HE DID SO IN THE FREEDOM AND AWARENESS THAT THE SAME IS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT REFERENCED.

IN TESTIMONY WHEREOF, I HEREBY SET MY HAND AND AFFIX MY NOTARY SEAL ON THIS DAY AND DATE ABOVE SAID.

Signature of Notary Public
Notary Public State of Ohio
My Commission Expires 10/06/2018

DEED REFERENCES:
SITUATED IN SECTION 2, TOWN 3, RANGE 3, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO BEING 7.4475 ACRES OF LAND CONVEYED TO M/I HOMES OF CINCINNATI, LLC DESCRIBED IN THE DEED RECORDED IN DEED NO. 2016-02088 WARREN COUNTY, OHIO.

- GENERAL NOTES:
1. LINES OF OCCUPATION WHERE EXISTING, ARE IN GENERAL WITH PROPERTY LINES.
2. PERMANENT DOCUMENTS USED IN BOUNDARY RESOLUTION ARE SHOWN ON THE FACE OF THIS PLAT.
3. 3/4" DIA. x 3/4" IRON PINS WITH CAPS ARE TO BE PLACED AT ALL LOT CORNERS. ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.
4. DRAINAGE FACILITIES SHOWN ARE INTENDED TO FOLLOW ALONG AND BE CONTROLLED UPON DRAINAGES. EXCEPT THOSE ALONG COMMON PROPERTY LINES AND LOCATED ALONG SAID PROPERTY LINES.
5. STORM SEWERS ARE PRIVATE AND LOCATED WITHIN PUBLIC UTILITIES FACILITIES UNLESS OTHERWISE NOTED.
6. THIS PLAT WAS SUBMITTED FOR APPROVAL TO THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON OCTOBER 2016.
7. MINIMUM SETBACKS:
FRONT YARD = 35'
SIDE YARD = 10' MINIMUM SEPARATION BETWEEN THE CORNER OF THE PRINCIPAL BUILDINGS NEAR 3000 x 40' MINIMUM SEPARATION BETWEEN THE CORNER OF ANY TWO SINGLE FAMILY DWELLINGS.
8. THE WARREN COUNTY COMMISSIONERS AND DEERFIELD TOWNSHIP MAY MODIFY LANDSCAPING THAT THEY HAVE DETERMINED TO CONSTITUTE A SHORT DISTANCE OBSTRUCTION OF A SAFETY HAZARD AND/OR OBSTRUCT ANY ROADWAY RELATED IMPROVEMENTS NEAR SAID PARCELS AS THEY DETERMINE TO BE IN PUBLIC INTEREST. LANDSCAPING LOTS ARE NON-RELEASABLE FOR LANDSCAPING ONLY, AND CONTROL BY A PERPETUAL EASEMENT TO THE WARREN COUNTY COMMISSIONERS.
9. MINIMUM OPENING ELEVATION.
HOME OWNER'S ASSOCIATION NOTES:
ALL OWNERS IN THIS PLAT SHALL BE SUBJECT TO THE DECLARATION FOR ROBERTS PARK REGIONAL OWNERS ASSOCIATION AS RECORDED IN DEED NO. 2016-02088. SAID DECLARATION MAY BE AMENDED IN THE FUTURE AS SHALL BE PLACED ON RECORD IN THE OFFICE OF THE WARREN COUNTY RECORDER.

ROBERTS PARK, SECTION 2, BLOCK "C"
SECTION-2, TOWN-3, RANGE-3
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO

DRAINAGE STATEMENT:
UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON NEAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

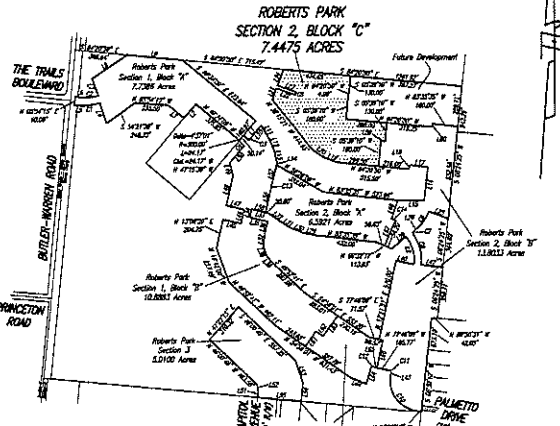
THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITHIN THE EXISTING, AND STRUCTURE, PLANTING, TREES, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN SAID EASEMENT, OR CROSS THE FLOW THROUGH THE UNDESIGNED FACILITIES SHOWN ON THE PLAT AND DESIGNATED AS "DRAINAGE EASEMENTS" ARE DESIGNATED TO THE HOME OWNERS ASSOCIATION OF ROBERTS PARK.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINS, OTHER OR UNDESIGNED WITHIN THE EXISTING AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE OR PROVISION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EXISTING AREAS AND, IN ACCORDANCE WITH SECTION 5509.09 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION UNLESS IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER FOR THEIR ACQUIRED PROPERTY THE RIGHT TO ENTER UPON ALL LOTS TO EXAMINE OR RE-CONSTRUCT DRAINAGE SYSTEMS WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAIN, COLLECTORS, AND/OR DITCHES LOCATED WITHIN (BOTH THE PUBLIC RIGHT-OF-WAY AND THE PUBLIC UTILITY EASEMENT) AND ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF STAMP MARKS AND COLLARS FOR PRIVATE DRAINAGES. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO DISPOSE THAT NEITHER THE PROPERTY OR ADJACENT PROPERTIES ARE MATERIALLY IMPACTED, AND THE LOT OWNER MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS AND STAMP MARKS.



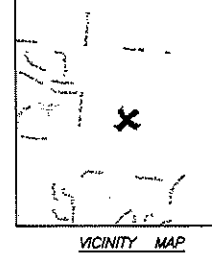
LAND OF THE DEDICATOR'S
1" = 400'

Table with 2 columns: 'THE SAID LAND OF THE DEDICATOR'S' and 'THE PUBLIC LAND OF THE BONDING'. Each column contains a list of lot numbers and acreages.

Table with 2 columns: 'OWNER' and 'PUBLIC LAND OF THE BONDING'. Each column contains a list of lot numbers and acreages.

AREA SUMMARY
AREA IN LOTS = 6.2071 ACRES
AREA IN R/W = 1.2404 ACRES
TOTAL AREA = 7.4475 ACRES

OWNER/DEVELOPER:
M/I HOMES OF CINCINNATI, LLC
9349 WATERSTONE BOULEVARD
SUITE 100
CINCINNATI, OHIO 45249
(513) 248-5400



COUNTY COMMISSIONERS:
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 15th DAY OF DECEMBER, 2016.

WARREN COUNTY PLANNING COMMISSION:
THIS PLAT HAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 9th DAY OF DECEMBER, 2016.

DEERFIELD TOWNSHIP ZONING INSPECTOR:
I HEREBY APPROVE THIS PLAT ON THIS 12th DAY OF DECEMBER 2016.

COUNTY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 9th DAY OF DEC. 2016.

COUNTY SANITARY ENGINEER:
I HEREBY APPROVE THIS PLAT ON THIS 9th DAY OF DEC. 2016.

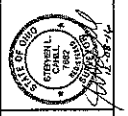
COUNTY AUDITOR:
TRANSFERRED ON THIS 15th DAY OF DECEMBER 2016.

WARREN COUNTY RECORDER:
RECORDED ON THIS 15th DAY OF DECEMBER 2016 AT 10:32 AM.

RECORDED IN PLAT BOOK NUMBER 94 PAGE 37-38
REC 412.80

CERTIFICATE OF SURVEYOR:
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION IN OCTOBER 2016 AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE (ON) MAY BE SET AS SHOWN.

Signature of Surveyor: T. J. Bell 12-08-16

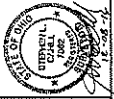


RECORD PLAT
ROBERTS PARK, SECTION 2, BLOCK 'C'
SECTION-2, TOWN-3, RANGE-3
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

10-14-16
G.R.
S.C.
N/A

RECORD PLAT
ROBERTS PARK, SECTION 2, BLOCK 'C'
SECTION-2, TOWN-3, RANGE-3
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
2375 Corporate Blvd., Suite 100
Cincinnati, Ohio 45245
(513) 248-5400



ROBERTS PARK
SECTION 2, BLOCK "C"

10-14-16

Drawn by G.R.

Checked by S.C.

Scale 1" = 40'

Recorded

12-15-12

RECORD PLAT

From the

ROBERTS PARK, SECTION 2, BLOCK "C"

SECTION-2, TOWN-3, RANGE-3

BEERFIELD TOWNSHIP

HAWKRIE COUNTY, OHIO

Abner

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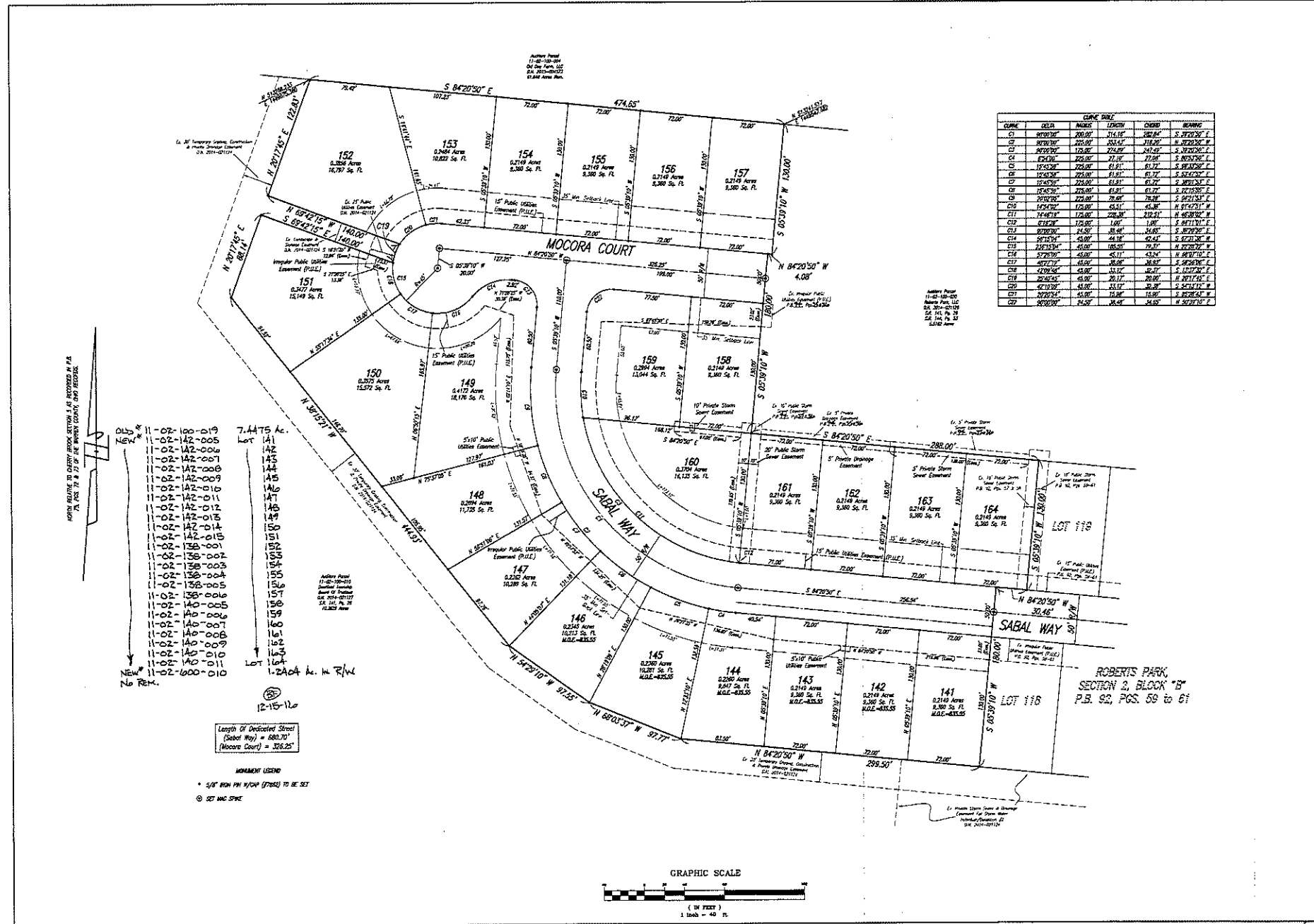
Abner

13-018-2

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CURVE	CHORD	ANGLE	LENGTH	CHORD	BEARING
C1	89.0000'	200.00'	214.15'	208.84'	S. 87°20'30" E.
C2	89.0000'	200.00'	214.15'	214.00'	N. 87°20'30" W.
C3	89.0000'	200.00'	214.15'	214.00'	S. 87°20'30" E.
C4	89.0000'	200.00'	214.15'	214.00'	N. 87°20'30" W.
C5	89.0000'	200.00'	214.15'	214.00'	S. 87°20'30" E.
C6	89.0000'	200.00'	214.15'	214.00'	N. 87°20'30" W.
C7	89.0000'	200.00'	214.15'	214.00'	S. 87°20'30" E.
C8	89.0000'	200.00'	214.15'	214.00'	N. 87°20'30" W.
C9	89.0000'	200.00'	214.15'	214.00'	S. 87°20'30" E.
C10	89.0000'	200.00'	214.15'	214.00'	N. 87°20'30" W.
C11	89.0000'	200.00'	214.15'	214.00'	S. 87°20'30" E.
C12	89.0000'	200.00'	214.15'	214.00'	N. 87°20'30" W.
C13	89.0000'	200.00'	214.15'	214.00'	S. 87°20'30" E.
C14	89.0000'	200.00'	214.15'	214.00'	N. 87°20'30" W.
C15	89.0000'	200.00'	214.15'	214.00'	S. 87°20'30" E.
C16	89.0000'	200.00'	214.15'	214.00'	N. 87°20'30" W.
C17	89.0000'	200.00'	214.15'	214.00'	S. 87°20'30" E.
C18	89.0000'	200.00'	214.15'	214.00'	N. 87°20'30" W.
C19	89.0000'	200.00'	214.15'	214.00'	S. 87°20'30" E.
C20	89.0000'	200.00'	214.15'	214.00'	N. 87°20'30" W.
C21	89.0000'	200.00'	214.15'	214.00'	S. 87°20'30" E.
C22	89.0000'	200.00'	214.15'	214.00'	N. 87°20'30" W.

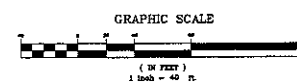


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12-15-12
Length of Detached Street
(Sabal Way) = 680.70'
(Mocora Court) = 326.25'

MONUMENT USED
• 5/8" IRON PIN 1/4" DIA (7/16") TO BE SET
© SET AND SPICE



97/38

First Reading: December 1, 2020
Second Reading: Dispensed

RESOLUTION 2020- 69

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON PALMETTO DRIVE, ROBERTS PARK DRIVE, LADY PALM DRIVE, SABAL WAY AND MOCORA COURT IN ROBERTS PARK SUBDIVISION, SECTION 2B AND 2C, DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Roberts Park subdivision, Section 2B and 2C and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Palmetto Drive, Roberts Park Drive, Lady Palm Drive, Sabal Way and Mocora Court.

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Roberts Park subdivision, Section 2B and 2C.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the: Roberts Park subdivision, Section 2B and 2C: Palmetto Drive, Roberts Park Drive, Lady Palm Drive, Sabal Way and Mocora Court

SECTION 2. The speed limit on the following street in the Roberts Park subdivision, Section 2B and 2C, Deerfield Township is hereby established at twenty-five (25) miles per hour: Palmetto Drive, Roberts Park Drive, Lady Palm Drive, Sabal Way and Mocora Court

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

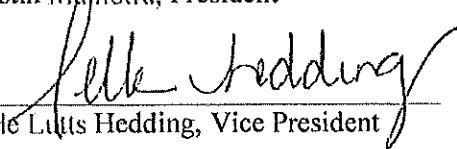
SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

VOTE RECORD:

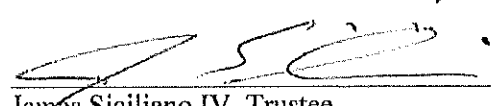
Ms. Malhotra _____ Mrs. Hedding _____ Mr. Siciliano _____

PASSED at the Meeting of the Board of Trustees this 1st day of December, 2020.

Kristin Malhotra, President




Lelle Lotts Hedding, Vice President



James Siciliano IV, Trustee

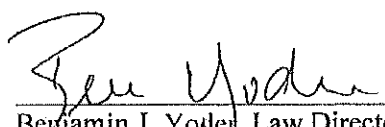
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 1st day of December 2020.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yoder, Law Director

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

Resolution

Number 21-0095

Adopted Date January 19, 2021

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR COUNTRY CREEK ASSOCIATES, LLC FOR COMPLETION OF IMPROVEMENTS IN COUNTRY CREEK ESTATES, SECTION ONE SITUATED IN CLEARCREEK TOWNSHIP.

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

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

BOND RELEASE

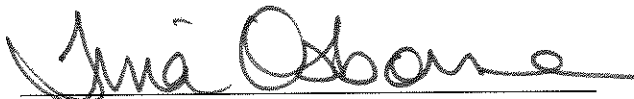
Bond Number	:	17-022 (P-M)
Development	:	Country Creek Estates, Section One
Developer	:	Country Creek Associates, LLC
Township	:	Clearcreek
Amount	:	\$170,637.63
Surety Company	:	Civista Bank (LOC10033478C)

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Country Creek Assoc, LLC, Attn: Greg Smith, 3445 Newmark Dr., Miamisburg, OH 45342
Civista Bank, Attn: Legal Department, 100 East Water Street, Sandusky, OH 44870
Engineer (file)
Bond Agreement file

Resolution

Number 21-0096

Adopted Date January 19, 2021

APPROVE ANISTON COURT, BERKELEY COURT, COLTON COURT, HADLEY WAY, AND PRESLEY COURT IN COUNTRY CREEK ESTATES, SECTION ONE FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Aniston Court, Berkeley Court, Colton Court, Hadley Way, and Presley Court have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1600-T	Aniston Court	5'-24'-5'	0.060
1598-T	Berkeley Court	5'-24'-5'	0.055
1597-T	Colton Court	5'-24'-5'	0.436
1596-T	Hadley Way	5'-24'-5'	0.110
1599-T	Presley Court	5'-24'-5'	0.237

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

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

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

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

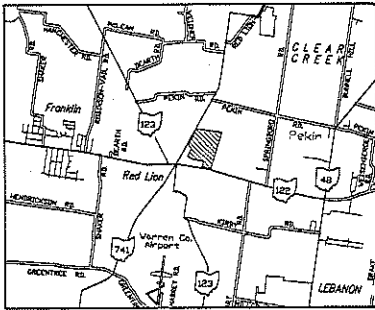
Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file
Bond file



VICINITY MAP
nts

REFERENCES:
DEEDS: 158.581 ACRES (BEFORE EXCEPTIONS) COUNTRY CREEK ASSOCIATES, LLC - ORDIN 2017-008472
SURVEY: VOL. 145-29
VOL. 145-27
VOL. 65-52
VOL. 12-114

CENTERLINE DATA:

ROAD NAME	ROAD LENGTH
MADLEY WAY	TOTAL LENGTH = 579.36'
COLTON COURT	TOTAL LENGTH = 2302.59'
BERKELEY COURT	TOTAL LENGTH = 281.40'
PRESLEY COURT	TOTAL LENGTH = 1248.98'
ANISTON COURT	TOTAL LENGTH = 318.73'

Prepared by
McDougall - Marsh
Land Surveyors
4000 North Canal, Marietta, Ohio 45750
Tel: 602-947-0300 • Fax: 602-947-2670
www.mcdougall-marsh.com

SUBDIVIDER:
COUNTRY CREEK ASSOCIATES, LLC
3445 NEWMARK DRIVE
MAUMSBURG, OHIO 43242
PHONE: (615) 531-5530

WARREN COUNTY COMMISSIONERS
BE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO
DO HEREBY APPROVE THIS PLAT ON THIS 22ND DAY OF October, 2017

COUNTY COMMISSIONERS:
Don Johnson *John Jones*

Record Plat
Country Creek Estates

Section One
Section 15, Town 3, Range 4
Clearcreek Township, Warren County, Ohio
51.2656 Acres Lots / 10.7907 Acres R/W
Containing 62.0563 Acres Total
May 2017

DRAINAGE STATEMENT:
UNLESS OTHERWISE INDICATED ON THIS PLAT, A FIFTY (50) FOOT DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CURB, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE. EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS "TURFPADE EASEMENTS" ARE DEDICATED TO COUNTRY CREEK ESTATES HOMEOWNERS ASSOCIATION, INC.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS OTHERWISE NOTED ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND RESPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 5806.02 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

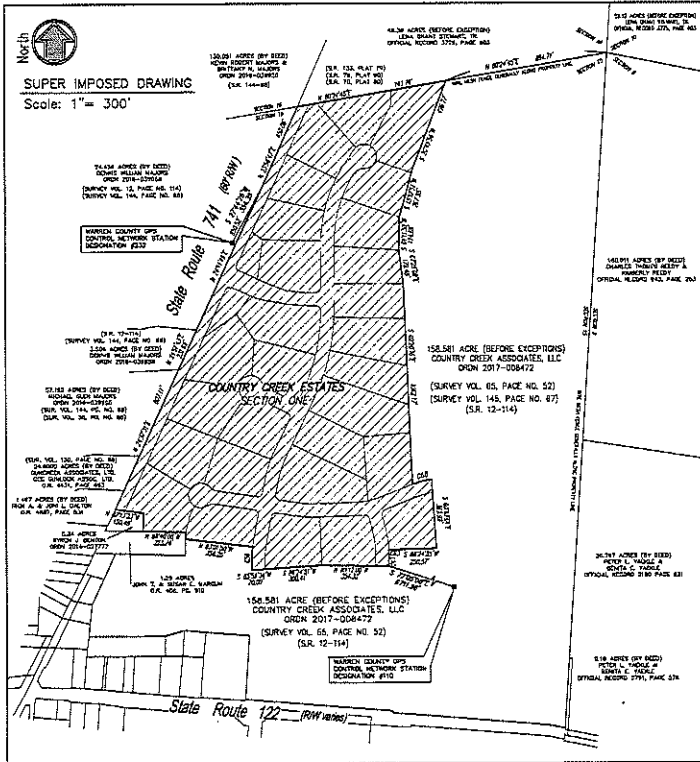
UNTIL THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVE THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE CHANNELS WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSES OF CONTINUING AND CREATING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

DRAINAGE MAINTENANCE STATEMENT
THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINAGE COLLECTORS AND DITCHES LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY. THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEARLY IMPACTED, AND THE LOT OWNERS MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

THE COUNTRY CREEK ESTATES HOMEOWNERS ASSOCIATION, INC. IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER STRUCTURES, DETENTION/RETENTION BASINS, AND SNAP DRAINS.

COMMON AREA LANDSCAPE ISLAND LOT NOTE
COMMON AREA LANDSCAPE ISLAND LOTS/PARCELS ARE NON-BUILDABLE FOR LANDSCAPING ONLY, AND COVERED BY A PERPETUAL HIGHWAY EASEMENT DEDICATED TO THE WARREN COUNTY COMMISSIONERS, THE WARREN COUNTY COMMISSIONERS AND CLEARCREEK TOWNSHIP TRUSTEES MAY MODIFY LANDSCAPING THAT THEY HAVE DETERMINED TO CONSTITUTE A SIGNIFICANT OBSTRUCTION OR A SAFETY HAZARD AND/OR CONSTRUCT ANY ROADWAY RELATED IMPROVEMENTS WITHIN THESE LOTS/PARCELS AS THEY DETERMINE NECESSARY IN ORDER TO MAINTAIN THE PUBLIC HEALTH, SAFETY AND WELFARE.

COVENANTS AND RESTRICTIONS
THE WITHIN PLAT IS SUBJECT TO COVENANTS AND RESTRICTIONS CONTAINED IN THE COUNTRY CREEK ESTATES HOMEOWNERS ASSOCIATION, INC. DOCUMENTS WHICH ARE FILED WITH THE WARREN COUNTY RECORDER IN ORDIN 2016-0231622.



APPROVALS AND RECORDING
WARREN COUNTY REGIONAL PLANNING COMMISSION
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 22ND DAY OF October, 2017.
Shirley
EXECUTIVE DIRECTOR

CLEARCREEK TOWNSHIP ZONING INSPECTOR
I HEREBY APPROVE THIS PLAT ON THIS 22ND DAY OF October, 2017.
Shirley
CLEARCREEK TOWNSHIP ZONING INSPECTOR

WARREN COUNTY ENGINEER
I HEREBY APPROVE THIS PLAT ON THIS 24TH DAY OF October, 2017.
Paul F. Johnson
WARREN COUNTY ENGINEER

WARREN COUNTY SANITARY ENGINEER
I HEREBY APPROVE THIS PLAT ON THIS 22ND DAY OF October, 2017.
Paul F. Johnson
WARREN COUNTY SANITARY ENGINEER

WARREN COUNTY HEALTH DISTRICT
I HEREBY APPROVE THIS PLAT ON THIS 18TH DAY OF Oct, 2017.
Paul F. Johnson
WARREN COUNTY HEALTH COMMISSIONER

COUNTY AUDITOR
ON THIS 20TH DAY OF October, 2017
Debra Simon
DEPUTY COUNTY AUDITOR

COUNTY RECORDER
FILED NO. 2017-032619
RECORDED ON THIS 20TH DAY OF November, 2017 AT 11:42 A.M.
RECORDED IN PLAT BOOK NO. 96 PAGE 59, 59, 60
FEE \$ 200.00
William G. Walker Recorder
Paula Cole by *WFO* Warrenton County Recorder

LENHOLDER
CIVISTA BANK
BY: *Steph Savard*
THE Senior Vice President

DEED REFERENCE:
THE WITHIN SUBDIVISION OF 62.0563 ACRES IS LOCATED IN SECTION 15, TOWN 3, RANGE 4, CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO AND BEING PART OF A 158.581 ACRES AS CONVEYED TO COUNTRY CREEK ASSOCIATES, LLC AS RECORDED IN ORDIN 2017-008472 OF THE DEED RECORDS OF WARREN COUNTY, OHIO.

CERTIFICATION
THE MEASUREMENTS ARE CERTIFIED CORRECT AND MONUMENTS SHALL BE SET AS SHOWN, IN ACCORDANCE WITH MINIMUM STATE STANDARDS FOR BOUNDARY SURVEYS. CURVED DISTANCES ARE MEASURED ON THE ARC.

McDougall - Marsh Land Surveyors
BY: *Thomas K. Marsh*
THOMAS K. MARSH, P.E. NO. 7133
DATE: 9/25/2017



DEDICATION:
WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES AND SPECIALS AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER UTILITY LINES OR SERVICES, STORMWATER DITCHES, AND FOR THE EXPRESS PURPOSES OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT OR IMMEDIATELY ADJACENT THEREIN. THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROCEEDING HEREON AND ACCESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF OTHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO WARREN COUNTY COMMISSIONERS, VEETREN, DUKE ENERGY & S.B.C.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:
WITNESSES
OWNER: COUNTRY CREEK ASSOCIATES, LLC
BY: *Paul F. Johnson*
PRINTED NAME: *Paul F. Johnson*
BY: *Paul F. Johnson*
PRINTED NAME: *Paul F. Johnson*

STATE OF OHIO, S.S.
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 20TH DAY OF October, 2017, BY Paul F. Johnson and Paula Cole of COUNTRY CREEK ASSOCIATES, LLC, COMMISSIONERS.
William G. Walker
NOTARY PUBLIC (MY COMMISSION EXPIRES: SEPTEMBER 27, 2019)



LENHOLDER
CIVISTA BANK
BY: *Steph Savard*
THE Senior Vice President

STATE OF OHIO, S.S.
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 20TH DAY OF October, 2017, BY Paul F. Johnson and Paula Cole as Senior Vice President of CIVISTA BANK, ON BEHALF OF SAID ORGANIZATION, AS LENHOLDER.
William G. Walker
NOTARY PUBLIC (MY COMMISSION EXPIRES: SEPTEMBER 27, 2019)



RECORD OF RESOLUTIONS

Resolution No. 5283 Passed January 11, 2021

CLEARCREEK TOWNSHIP
WARREN COUNTY, OHIO

RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE IN
COUNTRY CREEK ESTATES, SECTION ONE, CLEARCREEK TOWNSHIP,
WARREN COUNTY, OHIO, AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of County Commissioners for Warren County has accepted the following streets in Country Creek Estates, Section One, and approved them for maintenance by Clearcreek Township, and Clearcreek Township is accepting the same for maintenance (relevant parts of): Hadley Way, Berkeley Court, Colton Court, Presley Court, and Aniston Court.

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

SECTION 1. Clearcreek Township accepts for maintenance the relevant parts of the following streets in Country Creek Estates, Section One: Hadley Way, Berkeley Court, Colton Court, Presley Court, and Aniston Court

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

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

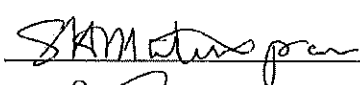
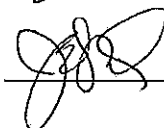
Mr. Wade -
Mr. Gabbard - YEA
Mr. Muterspaw - YEA

Resolution adopted at a regular public meeting conducted January 11, 2021.

THE BOARD OF
CLEARCREEK TOWNSHIP TRUSTEES

Law Director Bryan Pacheco
Approved as to form



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

Resolution

Number 21-0097

Adopted Date January 19, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN HUDSON HILLS, SECTION 3, BLOCK "D" SITUATED IN DEERFIELD TOWNSHIP

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

BOND REDUCTION

Bond Number	:	20-009 (P/S)
Development	:	Hudson Hills, Section 3, Block "D"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Reduction Amount	:	\$102,498.45
Surety Company	:	Capitol Indemnity Corporation (ERL1900423)

BE IT FURTHER RESOLVED: the original amount of bond was \$181,254.40 and after the above reduction, the new required bond amount is \$78,755.95.

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249
Capitol Indemnity Corporation, PO Box 5900, Madison, WI 53705
Engineer (file)
Bond Agreement File

Resolution

Number 21-0098

Adopted Date January 19, 2021

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR FLYING R RANCH, LLC FOR COMPLETION OF IMPROVEMENTS IN AFTON FALLS, SECTION 5 IN DEERFIELD TOWNSHIP

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

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

BOND RELEASE

Bond Number	:	18-003 (P)
Development	:	Afton Falls, Section 5
Developer	:	Flying R Ranch, LLC
Township	:	Deerfield
Amount	:	\$60,600.80
Surety Company	:	Merrill Lynch - Cashier's Check #915500485

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Flying R. Ranch, LLC, Attn: Scott D. Ready, 2710 Western Row Rd., Maineville, OH 45039
OMB – S. Spencer
Engineer (file)
Bond Agreement File

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

Resolution

Number 21-0099

Adopted Date January 19, 2021

APPROVE POLEBROOK COURT IN AFTON FALLS, SECTION 5 FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

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

Street Number	Street Name	Street Width	Street Mileage
0739-T	Polebrook Court	0'-29'-0'	0.094

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

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

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

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

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

HE, THE UNDERSIGNED, BEING THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENTS OR UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES AND SERVICE AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES AND STREETS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER SERVICE, SHALL BE MAINTAINED AS SUCH FOREVER, AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENTS, OR IMMEDIATELY ADJACENT TO THE FREE USE OF SAID EASEMENTS, OR FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND SHALL BE MAINTAINED AS SUCH FOREVER, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS AND UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO: WARREN COUNTY, OHIO COMMISSIONERS; WARREN CABLE CORP., INC.; DUKE ENERGY OHIO/KENTUCKY, INC. AND CINCINNATI BELL TELEPHONE.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR AND MAINTAIN NATURAL GAS SERVICES TO SERVICED INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS FEASIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDED TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL OCCUR ON EXISTING BUILDINGS OR ADDING LOTS.

OTHER: FLYING R RANCH, LLC AN OHIO LIMITED LIABILITY COMPANY

WITNESSES: [Signatures] NAME: [Names] TITLE: [Titles]

STATE OF OHIO COUNTY OF Hamilton

BE IT REMEMBERED ON THIS 12th DAY OF February 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CALLED:

[Signatures] NAME: [Names] TITLE: [Titles]

OF FLYING R RANCH, LLC, AN OHIO LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED FOR AND ON BEHALF OF THE LIMITED LIABILITY COMPANY.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIRMED BY NOTARIAL SEAL ON THE DAY AND DATE AFORESAID.

[Signature] NOTARY PUBLIC

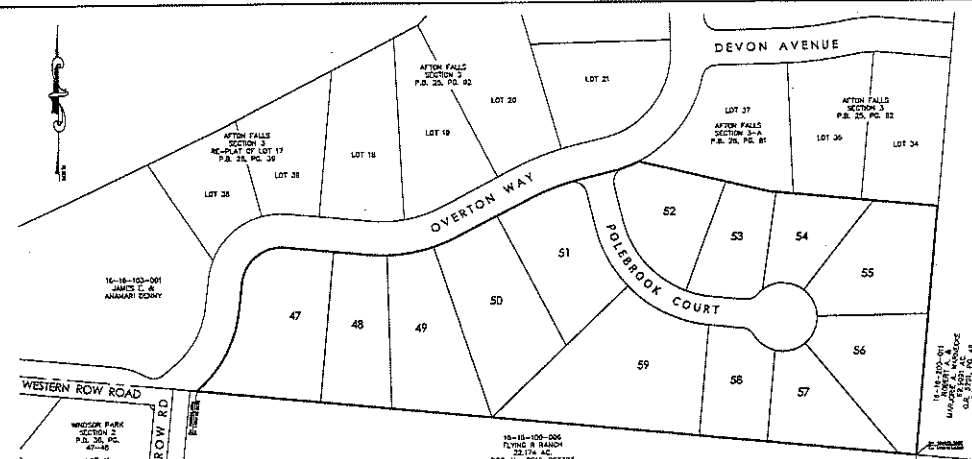
THERE ARE NO LIEN HOLDERS.

PUBLIC SANITARY SEWER EASEMENT

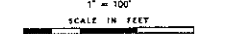
ANY PUBLIC SANITARY SEWER EASEMENT AS SHOWN ON THIS PLAT IS GRANTED IN FAVOR OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS. THE EASEMENT GRANTS WARREN COUNTY, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, AND REMOVE SANITARY SEWERS, FORCE MAINS, PUMP STATIONS, AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENTS, OR IMMEDIATELY ADJACENT TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED FOR PUBLIC USE FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) MODIFY THE AMOUNT OF COVER OVER THE UTILITY LINES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

PUBLIC WATERLINE EASEMENT

ANY PUBLIC WATERLINE EASEMENT AS SHOWN ON THIS PLAT IS GRANTED IN FAVOR OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS. THE EASEMENT GRANTS WARREN COUNTY, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, AND REMOVE WATERLINES, AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENTS, OR IMMEDIATELY ADJACENT TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED FOR PUBLIC USE FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) MODIFY THE AMOUNT OF COVER OVER THE UTILITY LINES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.



LANDS OF THE DEDICATOR



RESTRICTIVE COVENANTS

- 1. THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2022... 2. IT SHALL BE LAWFUL FOR THE AFTON DEVELOPMENT CORP. OR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN AFTON FALLS SECTION ONE, TWO OR THREE TO PRESECURE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS OR RESTRICTIONS HEREIN... 14. A PLAT PLAN FOR EACH LOT SHALL BE SUBMITTED FOR APPROVAL TO THE DEERFIELD TOWNSHIP ZONING INSPECTOR PRIOR TO BUILDING CONSTRUCTION ON THE LOT... 15. THE LOCATION OF SIGNS SHALL DEPEND ON THE DESIGN AND SIZE OF THE SIGNS... 16. SIGN PERMITS SHALL BE OBTAINED FROM THE APPROPRIATE GOVERNMENTAL OFFICIALS FOR THE SIZE AND LOCATION OF BOTH GROUND AND BUILDING SIGNS... 17. THE PLAT PLAN REQUIRED IN PARAGRAPH 14 SHALL INCLUDE A STATEMENT INDICATING THE LANDSCAPE FEATURES PROPOSED FOR EACH LOT... 18. NO LOT SHALL BE USED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE... 19. THE OWNER OF A LOT DESIGNED TO MAINTAIN STORM WATER DRAINAGEWAYS ON SUCH LOT IN SUCH A MANNER THAT THE NORMAL FLOW OF WATER WILL HAVE NO INTERFERENCE... 20. NO ABOVE GROUND POOLS SHALL BE PERMITTED... 21. NO RVs OR BOATS SHALL BE STORED ON THE EXTERIOR OF ANY LOT... 22. IN CONNECTION WITH THE DEVELOPMENT OF A RESIDENTIAL SUBDIVISION ON THE REAL ESTATE BY FLYING R RANCH, LLC, THE LOTS IN THE SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING: A. THE LOT SIZE OF ALL LOTS IN THE SUBDIVISION SHALL COMPLY WITH THE APPLICABLE DEERFIELD TOWNSHIP ZONING RESTRICTION... B. NO FENCE, WALL OR HEDGE SHALL BE PERMITTED TO EXTEND NEARER TO ANY STREET THAN THE MINIMUM BUILDING SETBACK LINE... C. NO ANNUALS, LIVESTOCK OR POLICRY OF ANY KIND SHALL BE RAISED, BREED OR KEPT ON ANY LOT... D. NO SATELLITE DISHES SHALL BE ERECTED, CONSTRUCTED, PLACED OR PERMITTED TO REMAIN ON ANY LOT... E. THE EXTERIOR FINISHES OF ANY SHED OR OUTBUILDINGS SHALL MATCH THE EXTERIOR FINISHES OF THE MAIN RESIDENCE ON THE LOT... F. ALL COMMON DRIVEWAYS SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF RECORD OF THE LOTS THEY SERVE... G. THE TOTAL FLOOR AREA OF THE MAIN RESIDENCE, INCLUDING BASEMENT AREA, RESIDUATIVE OF OPEN PORCHES AND GARAGES, SHALL BE NO LESS THAN 2200 SQUARE FEET FOR TWO-STORY RESIDENCES AND 2800 SQUARE FEET FOR SINGLE-STORY RESIDENCES... H. SINGLE-STORY RESIDENCES MUST HAVE A SIDE ENTRY THREE-CAR GARAGE OR A FRONT-FACING GARAGE THAT IS PLACED BEHIND THE SIDE ENTRY GARAGE... 23. THESE COVENANTS AND RESTRICTIONS MAY BE AMENDED AT ANY TIME UPON THE EXECUTION OF A WRITTEN INSTRUMENT BY THE OWNERS OF NOT LESS THAN SEVENTY-FIVE PERCENT OF THE LOTS IN THE SUBDIVISION...

COUNTY COMMISSIONERS: WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 12th DAY OF February 2018. COMMISSIONERS: [Signatures]

COUNTY RECORDER: FILE NO. 2018-02187 RECEIVED THIS 12th DAY OF February 2018 AT 3:26 AM. RECORDED THIS 12th DAY OF February 2018 AT 3:26 AM. DEPUTY: [Signatures]

COUNTY AUDITOR: TRANSFERRED THIS 12th DAY OF February 2018. DEPUTY: [Signatures]

COUNTY SANITARY ENGINEER: I HEREBY APPROVE THIS PLAT ON THIS 12th DAY OF February 2018. WARREN COUNTY SANITARY ENGINEER: [Signature]

WARREN COUNTY REGIONAL PLANNING COMMISSION: THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 12th DAY OF February 2018. EXECUTIVE DIRECTOR: [Signature]

DEERFIELD TOWNSHIP ZONING ADMINISTRATOR: I HEREBY APPROVE THIS PLAT ON THIS 12th DAY OF February 2018. DEERFIELD TOWNSHIP ZONING ADMINISTRATOR: [Signature]

COUNTY ENGINEER: I HEREBY APPROVE THIS PLAT ON THIS 6th DAY OF February 2018. WARREN COUNTY ENGINEER: [Signature]

AREA IN LOTS = 9.8611 ACRES
AREA IN R/W = 0.7365 ACRES
TOTAL AREA = 10.5976 ACRES

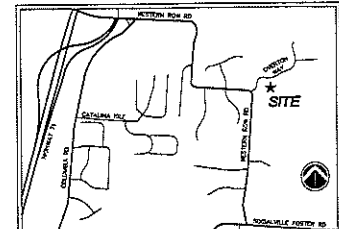
AFTON FALLS SECTION 5 SECTION 16, TOWN 4, RANGE 2, B.T.M. DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO SUBMITTAL DATE: DECEMBER, 2017

OWNER/DEVELOPER

FLYING R RANCH, LLC 2770 WESTERN ROW ROAD MARVELLE, OHIO 45039 PH 513-494-2075



SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THIS MAP OR PLAT IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN. DATE: 01/17/2018



VICINITY MAP N.T.S.

DEED REFERENCE: SITUATED IN SECTION 16, TOWN 4, RANGE 2, B.T.M., DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO, AND BEING ALL OF PARCEL 1, CONTAINING 10.5976 ACRES AS CONVEYED TO FLYING R RANCH, AN OHIO GENERAL PARTNERSHIP BY DEED RECORDED IN OFFICIAL RECORD NO. 2018-003387, WARREN COUNTY, OHIO RECORDERS OFFICE.



McGill Smith Punshon logo and contact information.

First Reading: December 1, 2020
Second Reading: Dispensed

RESOLUTION 2020- 68

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON POLEBROOK COURT IN AFTON FALLS, SECTION 5, DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Afton Falls, Section 5 subdivision and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Polebrook Court

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Afton Falls, Section 5.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the Afton Falls, Section 5: Polebrook Court

SECTION 2. The speed limit on the following street in the Afton Falls, Section 5, Deerfield Township is hereby established at twenty-five (25) miles per hour: Polebrook Court

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

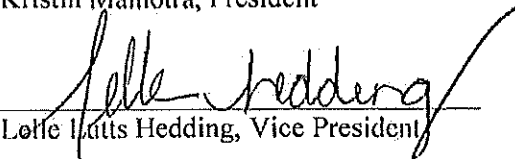
SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

VOTE RECORD:


Ms. Malhotra _____ Mrs. Hedding _____ Mr. Siciliano _____

PASSED at the Meeting of the Board of Trustees this 1st day of December, 2020.

Kristin Malhotra, President



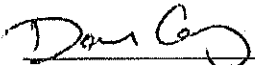
Lolle Lutts Hedding, Vice President



James Siciliano IV, Trustee

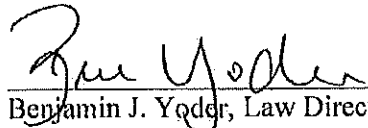
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 1st day of December 2020.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yoder, Law Director

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

Resolution

Number 21-0100

Adopted Date January 19, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 3 SITUATED IN DEERFIELD TOWNSHIP

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

BOND REDUCTION

Bond Number	:	20-011 (P/S)
Development	:	Kerrisdale Subdivision, Section 3
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Reduction Amount	:	\$31,669.14
Surety Company	:	The Hanover Insurance Company (1078843)

BE IT FURTHER RESOLVED: the original amount of bond was \$171,667.41 and after previous bond reductions of \$24,432.53 Resolution #20-1118 adopted August 11, 2020 and the above reduction, the new required bond amount is \$115,565.74.

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
The Hanover Insurance Company, 440 Lincoln St., Worcester, MA 01653
Engineer (file)
Bond Agreement file

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

Resolution

Number 21-0101

Adopted Date January 19, 2021

APPROVE APPROPRIATION DECREASE IN THE AUDITOR'S COUNTY WIDE
FINANCIAL SOFTWARE FUND 4401

BE IT RESOLVED, to approve the following appropriation decrease:

\$101,466.12 from # 44011120-5400 (Purchased Services)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
Appropriation Decrease file

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

Resolution

Number 21-0102

Adopted Date January 19, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO FAIRGROUNDS CONSTRUCTION
PROJECT FUND #4498

BE IT RESOLVED, to approve the following supplemental appropriation:

\$12,587.42 into 44983740-5410 (Contracts – BOCC Approved)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Fairgrounds (file)
T Zindel

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

Resolution

Number 21-0103

Adopted Date January 19, 2021

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following supplemental appropriations within Warren County Sheriff's Office Fund #6630:

\$308,639.55 into 66302251-5991 (Reimbursement)

\$49,644.13 into 66302258-5991 (Reimbursement)

\$35,446.03 into 66302259-5991 (Reimbursement)

\$17,675.13 into 66302260-5991 (Reimbursement)

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

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

Resolution

Number 21-0104

Adopted Date January 19, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO TREASURER FUND #11011130

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Treasurer Fund #11011130 in order to process a vacation leave payout for Rhonda Gray former employee of Treasurer's Office:

\$5,133.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011130-5882	(Treasurer - 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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Treasurer (file)
OMB

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

Resolution

Number 21-0105

Adopted Date January 19, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation and sick leave payout for Leeann Bussell former employee of Facilities Management:

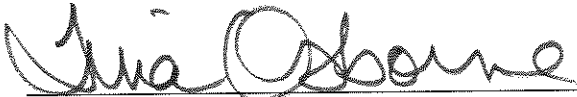
\$5,935.00	from #11011110-5882	(Commissioners - Vacation Leave Payout)
	into #11011600-5882	(Facilities Management - Vacation Leave Payout)
\$1,797.00	from #11011110-5881	(Commissioners - Sick Leave Payout)
	into #11011600-5881	(Facilities Management - Sick Leave Payout)

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Facilities Management (file)
OMB

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

Resolution

Number 21-0106

Adopted Date January 19, 2021

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE – CORRECTIONS FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Sheriff's Office – Corrections Fund #11012210 in order to process a sick and vacation leave payout for Michael Longo former employee of Sheriff's Office:

\$1,488.00	from #11011110-5881	(Commissioners – Sick Leave Payout)
	into #11012210-5881	(Sheriff's Office – Corrections - Sick Leave Payout)
\$2,144.00	from #11011110-5882	(Commissioners - Vacation Leave Payout)
	into #11012210-5882	(Sheriff's Office - Corrections - 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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 21-0107

Adopted Date January 19, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 2,500.00 from #11011223-5400 (Purchased Services)
 into #11011223-5317 (Non-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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 21-0108

Adopted Date January 19, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS DONATION FUND #2288

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,000.00	from	22881226-5910	(Other Expenses)
	into	22881226-5911	(Non-Taxable Meal Fringe)

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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

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

Resolution

Number 21-0109

Adopted Date January 19, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:

\$ 68,710.00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5410	(Contracts BOCC Approved)

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

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

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 21-0110

Adopted Date January 19, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$23.53 from #11012300-5910 (Other Expense)
 into #11012300-5317 (Medicare)

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

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

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

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

Resolution

Number 21-0111

Adopted Date January 19, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER FUND 2202

BE IT RESOLVED, to approve the following appropriation adjustments for vacation payout for Kevin Ray:

\$ 1,000.00 from #22023130-5102 (Regular Salaries)
 into #22023130-5882 (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 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Appropriation Adj. file
 Engineer (file)
 OMB

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

Resolution

Number 21-0112

Adopted Date January 19, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	BURGESS & NIPLE INC	FOSTERS LIFT STATION IMPROVEMENT PROJECT ENGINEERING	\$ 1,175,621.00
WAT	QUEEN CITY MECHANICALS INC	CARLISLE AREA LIFT STATION UPGRADE PHASE 2	\$ 175,500.00
WAT	AMERICAN BORING INC	TOWNSHIP LINE RD RURAL WATERLINE PROJECT	\$ 190,733.61
WAT	GANLEY CHEVROLET OF AURORA LLC	WAT TRK#1309 2021 CHEVROLET TAHOE 4WD	\$ 37,602.80
ENG	PALMER TRUCKS INC	2022 KENWORTH DUMP TRUCK	\$ 204,865.00

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC	RAR SOFTENING UPGRADES OWDA LOAN DISBURSEMENT	\$ (565,341.83) DECREASE

1/19/2021 APPROVED:



Tiffany Zindel, County Administrator

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

Resolution

Number 21-0113

Adopted Date January 19, 2021

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF SPEEDWAY SUPERAMERICA LLC IN FRANKLIN TOWNSHIP

BE IT RESOLVED, to continue the administrative to consider variance and appeal of conditions required for an access permit of Speedway SuperAmerica, LLC in Franklin Township; said hearing to be continued to February 2, 2021, at 9:05 a.m. in the Commissioners' Meeting Room.

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 19th day of January 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Public Hearing file
Applicant – Brad Gross, 600 Speedway Drive, Enon, OH 45323

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

Resolution

Number 21-0114

Adopted Date January 19, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL CORONAVIRUS RELIEF FUND #2210

BE IT RESOLVED, to approve the following supplemental appropriation for final Sheriff Department payroll expense adjustment:

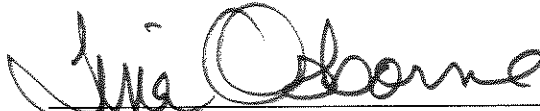
\$ 156,995.48	into	#22101110-5102	(Local Corona – Regular Salaries)
\$ 26,889.73	into	#22101110-5811	(Local Corona – PERS)
\$ 25,842.63	into	#22101110-5820	(Local Corona – Health & Life Ins)
\$ 2,759.76	into	#22101110-5871	(Local Corona – Medicare)

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

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

Resolution adopted this 19th day of January 2021

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)