

Resolution

Number 22-0360

Adopted Date March 15, 2022

APPROVE HIRING OF JEFFERY BOUTELL AS A DATA SYSTEMS TECHNICIAN I
WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, it is the recommendation of the Deputy Director of Telecommunications that Jeffery Boutell be hired in said position; and

NOW THEREFORE BE IT RESOLVED, to approve the hiring of Jeffery Boutell as Data Systems Technician I within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$20.79 per hour, effective March 21, 2022, subject to a negative drug screen and a 365-day probationary period.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)
J. Boutell's Personnel file
OMB – S. Spencer

Resolution

Number 22-0361

Adopted Date March 15, 2022

HIRE ELISABETH RUNNELLS AS WATER SEWER UTILITY CLERK I, WITHIN THE WATER AND SEWER DEPARTMENT

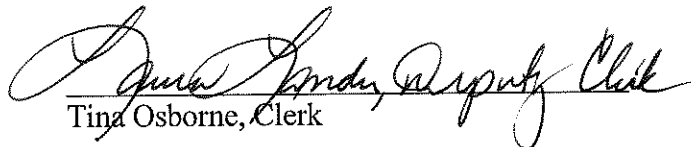
BE IT RESOLVED, to hire Elisabeth Runnells, as Water Sewer Utility Clerk I, within the Water and Sewer Department, full-time, non-exempt, Pay Range 12, at a pay rate of \$15.87 per hour, effective April 4, 2022, subject to a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Water/Sewer (file)
E. Runnell's Personnel file
OMB-Sue Spencer

Resolution

Number 22-0362

Adopted Date March 15, 2022

SET PUBLIC HEARING FOR REZONING APPLICATION OF MARY CENTER (CASE #2022-01), TO REZONE APPROXIMATELY .385 ACRES FROM COMMUNITY COMMERCIAL BUSINESS ZONE "B2" TO TWO FAMILY RESIDENTIAL (1/3-ACRE DENSITY) "R2" IN UNION TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application Mary Center, owner of record (Case #2022-01), to rezone approximately .385 acres (parcel #1201201002 and 1201201009) located at 4016 Riley Street in Union Township from Community Commercial Business Zone "B2" to Two Family Residential (1/3-Acre Density) "R2"; said public hearing to be held April 5, 2022, at 9:05 a.m. in the County Commissioners Meeting Room; and

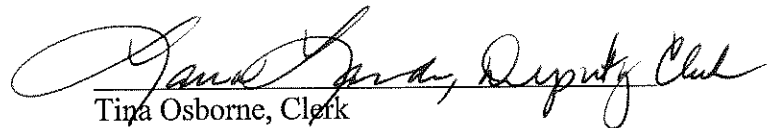
BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc:

RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 22-0363

Adopted Date March 15, 2022

SET PUBLIC HEARING FOR REZONING APPLICATION OF ERIC WHITE (CASE #2022-02), TO REZONE APPROXIMATELY 3.267 ACRES FROM RURAL RESIDENTIAL "RU" (5-ACRE DENSITY) TO COMMUNITY COMMERCIAL BUSINESS ZONE "B2" IN HARLAN TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application Eric White, owner of record (Case #2022-02), to rezone approximately 3.267 (parcel #1831400019) located at 8686 State Route 28 in Harlan Township from Rural Residential "RU" (5-acre density) to Community Commercial Business Zone "B2"; said public hearing to be held April 5, 2022, at 9:15 a.m. in the County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc:

RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 22-0364

Adopted Date March 15, 2022

APPOINT AN EVALUATION COMMITTEE RELATIVE TO THE REQUEST FOR QUALIFICATIONS ASSOCIATED WITH THE FACILITIES MASTER PLAN STUDY

WHEREAS, the Board has issued a request for qualifications from professional firms for the purpose of providing a Facilities Master Plan Study; and

WHEREAS, it is the desire of the Board to establish an evaluation committee to review the request for qualifications submittals prior to selection by this Board; and

NOW THEREFORE BE IT RESOLVED, to appoint the following members to the evaluation committee associated with the Facilities Master Plan Study:

- Tiffany Zindel, County Administrator
- Martin Russell, Deputy County Administrator
- Michelle Tegtmeier, Director of Building & Zoning
- Betsy Sammons, Deputy Director of Facilities Management
- Trevor Hearn, Director of Facilities Management

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

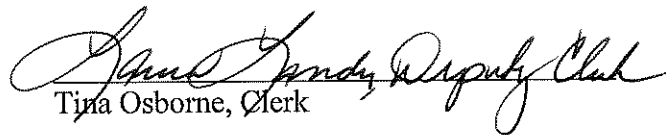
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
RFQ file

Resolution

Number 22-0365

Adopted Date March 15, 2022

ADVERTISE FOR BIDS FOR THE 2022 RESURFACING PROJECT

BE IT RESOLVED, to advertise for bids for the 2022 Resurfacing Project for the County Engineer;
and

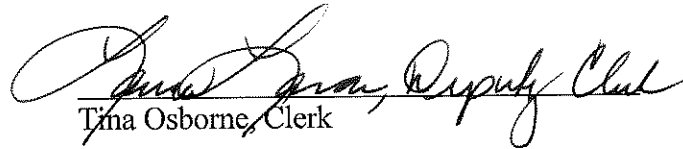
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of March 20, 2022; bid opening to be April 5, 2022 @ 2:00 p.m.

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP

cc: Engineer (file)
OMB Bid file

Resolution

Number 22-0366

Adopted Date March 15, 2022

ADVERTISE FOR THE 2022 CHIP SEAL PROJECT

BE IT RESOLVED, to advertise for the 2022 Chip Seal Project for the County Engineer; and

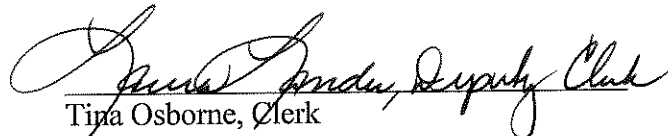
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of March 27, 2022; bid opening to be April 12, 2022 @ 2:00 p.m.

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP

cc: Engineer (file)
OMB Bid file

Resolution

Number 22-0367

Adopted Date March 15, 2022

ADVERTISE FOR THE 2022 SMALL BRIDGES REPLACEMENT PROJECT

BE IT RESOLVED, to advertise for the 2022 Small Bridges Replacement Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of March 27, 2022; bid opening to be April 11, 2022 @ 9:00 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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS

Krista Powell, Deputy Clerk
Tina Osborne, Clerk

KP

cc: Engineer (file)
OMB Bid file

Resolution

Number 22-0368

Adopted Date March 15, 2022

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH CHESTER W. AND PATSY ANN COLVIN FOR THE BRIDGE REPLACEMENT PROJECT ON CROSSLEY ROAD

WHEREAS, in order to improve the safety of Crossley Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #04-02-187-002 located at 8761 Crossley Road, Springboro, OH 45066 which is owned by Chester W. and Patsy Ann Colvin, grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls and rock channel protection.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

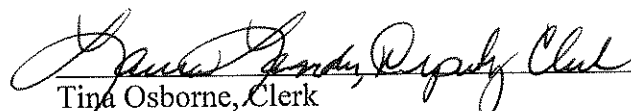
NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Chester W. and Patsy Ann Colvin, for the Crossley Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Colvin, Chester W. & Patsy Ann
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Chester W. Colvin and Patsy Ann Colvin, husband and wife, whose tax mailing address is 8761 Crossley Road, Springboro, Ohio 45066 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Crossley Road over a Branch of Rapid Run is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 8761 Crossley Road, Springboro, Ohio 45066, identified as Parcel #04-02-187-002. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls and rock channel protection.
4. Complete final grading of embankment and stream outside of the existing right-of-way.
5. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Crossley Road Bridge #127-0.51 Replacement Project or until December 31, 2022, whichever comes first.

[the balance of this page is blank]

IN EXECUTION WHEREOF, Chester W. Colvin and Patsy Ann Colvin, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: *Chester W. Colvin, Agent/P.O.A.*
Chester W. Colvin
Printed Name: Chester W. Colvin

Date: 3-3-2022

Signature: *Patsy Ann Colvin, Agent/P.O.A.*
Patsy Ann Colvin
Printed Name: Patsy Ann Colvin

Date: 3-3-2022

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 3RD day of MARCH, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Chester W. Colvin and Patsy Ann Colvin, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2022
Recorded in
Warren County

Dominic M. Brigano
Notary Public
My commission expires: 02/06/2022

[the balance of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 22-0868, dated 3/15/22

Grantee:

Signature: [Signature]

Printed Name: Tom Grossmann

Title: President

Date: 3/15/22

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 15 day of March, 2022 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

[Signature]

Notary Public
My commission expires: 12/26/2022

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com



Warren County GIS

Date: 2/24/2020

Cadastral Lines	Corporate Line	Panel Line	Hardware
all other values	County Line	ROW Unknown Width Line	Subdivision Lot Line
Line Type	Farm Lot Line	Road ROW	Township and Range Line
Address Tract Line	Crosspass Line	School Line	Tract Line
City/Township Line	Subdivision Limit Line	Section Line	VMS Line
			Wooded Road Line

NTS

127-0.51

Exhibit A

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

Resolution

Number 22-0369

Adopted Date March 15, 2022

ACKNOWLEDGE APPROVAL BY COUNTY ADMINISTRATOR THE EXECUTION OF CHANGE ORDER NO 28 WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, pursuant to Resolution #18-0856, this Board of County Commissioners (the "Board") entered into an agreement with Granger Construction Co., Inc. (the "CMR") for preconstruction services for the Project, with the understanding that a guaranteed maximum price ("GMP") for construction of the Project was anticipated to be added to the agreement by amendment; and

WHEREAS, pursuant to Resolution #19-1094, adopted August 20, 2019, this Board authorized the County Administrator to execute the documents relative to the final Guaranteed Maximum Price under \$50,000; and

WHEREAS, Granger has a presented Change Order Number 28, relative to a housekeeping issue in realigning the "buckets" of funds within the GMP; and

WHEREAS, said change order is net zero increase; and

NOW THEREFORE BE IT RESOLVED, to acknowledge the approval by the County Administrator to execute Change Order No 28, for no increase to the Guaranteed Maximum Price, keeping the Guaranteed Maximum Price of \$49,818,614.30; said change order with supporting/open book pricing are 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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: C/A— Granger Construction Co., Inc
Project file
Granger Construction Co.

Sheriff (file)
Martin Russell/Tiffany Zindel
Facilities Management (file)



**CONTINGENCY
TRANSFER REQUEST**
Granger Construction Company
1822- 00 - Warren County Jail

DATE: 03/08/2022
PCO#: 378

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Kyle Rosinski
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone: 734-787-4391
Fax:
Email: krosinski@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Transfer: Transfer Winter Conditions to Temp Utility Consumption
Proposed Scope of Work: Transfer Winter Conditions to Temp Utility Consumption

The prices below are valid until

PCO Item	Status	Change (In Days)	Contract Line	Notes	Amount
1 : Transfer Winter Conditions to Temp Utility Consumption	Closed		0001210-70		(\$48,619.55)
2 : Transfer Winter Conditions to Temp Utility Consumption	Closed		0001510-20		\$48,619.55

Total: \$0.00

Submitted By:

Kyle Rosinski

3/10/22

Kyle Rosinski

Date

Approved By:

Tiffany Zindel
Tiffany Zindel
Warren County

3-10-22

Date

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

Resolution

Number 22-0370

Adopted Date March 15, 2022

AUTHORIZE THE DEPUTY COUNTY ADMINISTRATOR TO SIGN TECHNICAL SUPPORT AGENCY AGREEMENT FROM MITEL ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

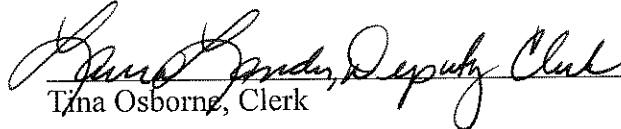
BE IT RESOLVED, to authorize the Deputy County Administrator to sign the Technical Support Agency Agreement from Mitel on behalf of Warren County Telecommunications; as attached hereto and made a part hereof.

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP

cc: C/A—Mitel
Telecom (file)



TECHNICAL SUPPORT
AGENCY AGREEMENT

This Agency Agreement is solely related to the provision of technical support to the undersigned customer ("Customer") pursuant to Customer's Enterprise Support agreement with Mitel. Customer wishes to authorize the Mitel partner set forth below ("Partner") to obtain technical support on Customer's behalf as Customer's agent. Therefore, Mitel, Partner and Customer agree as follows:

- (1) AUTHORIZATION OF PARTNER. Customer hereby appoints Partner as its agent for purposes of receiving technical support services from Mitel pursuant to its Enterprise Support agreement. Partner's employees may utilize Mitel Technical Assistance Center (TAC) on Customer's behalf, and Customer hereby appoints them as Authorized Contacts (as such term is defined in the Enterprise Support agreement).
- (2) PARTNER OBLIGATIONS. Partner shall promptly notify Customer and Mitel in writing regarding the termination of any of Partner's employees so the TAC Authorized Contacts may be updated.
- (3) TERM. This agreement shall remain in full force and effect until any party hereto provides ten (10) business days' prior written notice of termination to the other parties.
- (4) RELEASE. Customer and Partner shall hold Mitel harmless from any damages or liability arising from actions or decisions made by Partner on Customer's behalf due to this agency relationship.
- (5) GENERAL. This agreement shall be binding upon the parties, their successors, assigns and personal representatives. This agreement shall be enforced under the laws of the state of California.
- (6) OTHER AGREEMENTS. This Agreement is in addition to the existing Enterprise Support Agreement between Mitel and Customer, and the existing reseller agreement between Mitel and Partner ("Existing Agreements"). Except as explicitly provided herein, the Existing Agreements remain unchanged.

Customer: [Signature]
 Sign Name [Signature]
 Print Name Martin Rusell
 Title Deputy County Administrator
 Date 3/9/22

APPROVED AS TO FORM
[Signature]
 Adam M. Nice
 Asst. Prosecuting Attorney

Partner: BUSINESS COMMUNICATION SPECIALISTS
 Sign Name [Signature]
 Print Name DAVID KOSAKOWSKY
 Title INTERNAL OPERATIONS MGR
 Date 3/4/22

Mitel: MELINDA D. SILVA - MITEL
 Sign Name [Signature]
 Print Name MELINDA D. SILVA
 Title MICARE ADMIN / BUS. ANALYST
 Date 03.10.2022

Send completed form to micare_admin@mitel.com.

Resolution

Number 22-0371

Adopted Date March 15, 2022

ENTER INTO CONTRACT WITH SECURE CYBER DEFENSE FOR THE PURCHASE OF TWO FORTINET FORTIGATE 601E FIREWALLS

WHEREAS, pursuant to Resolution #22-0331 dated March 8, 2022, this Board approved a Notice of Intent to Award Bid for the Purchase of Two Fortinet Fortigate 601E Firewalls to Secure Cyber Defense for a total bid price of \$72,590.00; and

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

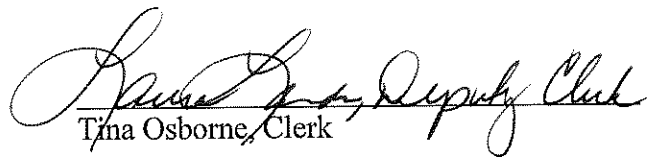
NOW THEREFORE BE IT RESOLVED, to enter into contract with Secure Cyber Defense, 1390 Vanguard Boulevard, Miamisburg, OH 45342, for a total contract price of \$72,590.00; as attached hereto and made a part hereof.

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

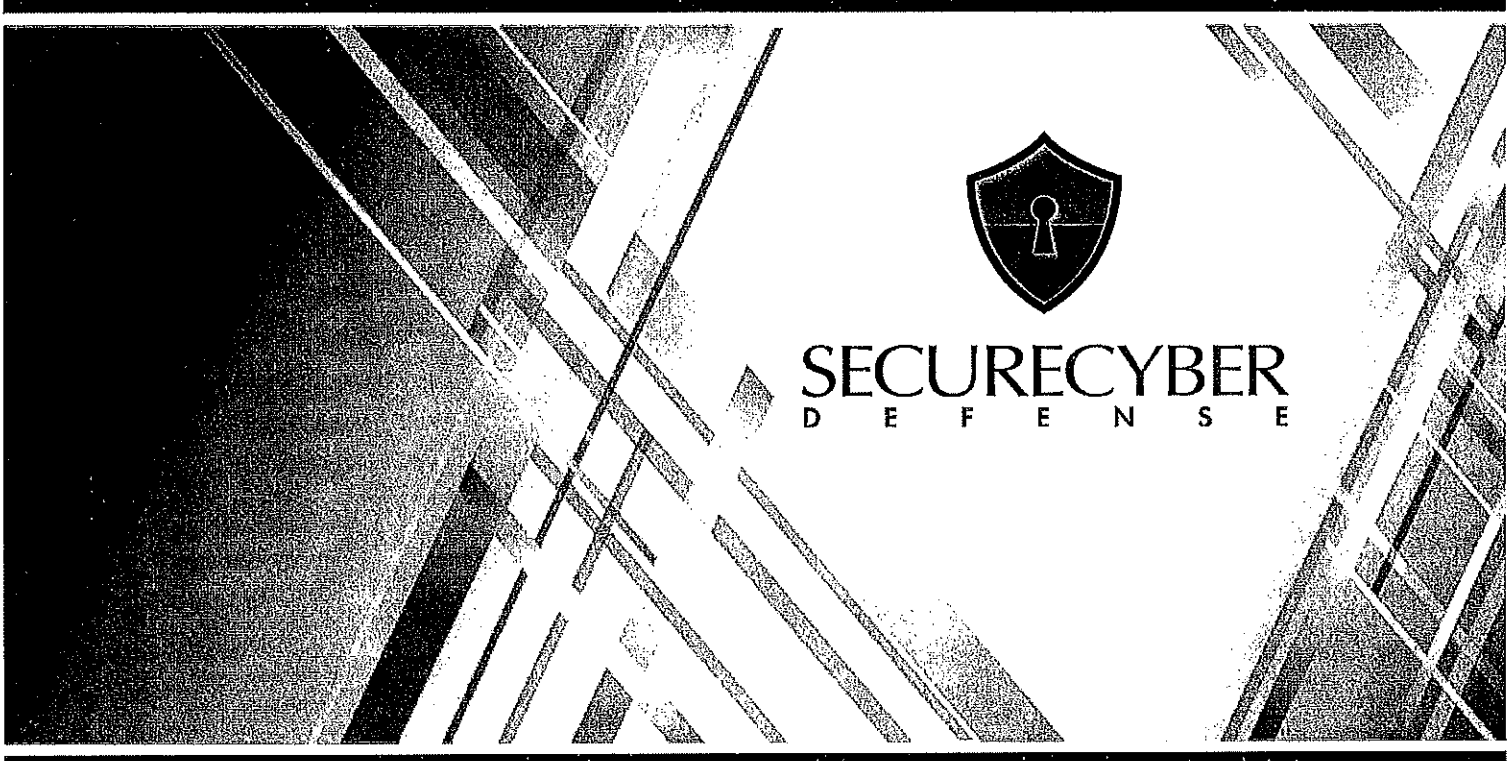
Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP/

cc: c/a— Secure Cyber Defense
Telecom (file)
OMB Bid file



We have prepared a quote for you

FortiGate 601Es

Quote # 001333
Version 1

Prepared for:


Warren County Board of Commissioners

1390 Vanguard Blvd.
Miamisburg, OH 45342
www.secdef.com
(937) 388-4405



SECURECYBER
D E F E N S E

Hardware & Support

Description	Price	Qty	Ext. Price
FortiGate 601E with 5-YR Enterprise Support	\$36,295.00	2	\$72,590.00
FortiGate-601E Hardware plus 5-Years of 24x7 FortiCare and FortiGuard Enterprise Protection  - Includes equipment delivery to install location			

Subtotal: **\$72,590.00**

1390 Vanguard Blvd.
Miamisburg, OH 45342
www.secdef.com
(937) 388-4405



SECURECYBER
D E F E N S E

FortiGate 601Es



Prepared by:
Secure Cyber Defense
Shawn Waldman
(937) 388-4405
swaldman@secdef.com

Prepared for:
Warren County Board of Commissioners
406 Justice Drive, First Floor
Lebanon, OH 45036
(513) 695-1250

Quote Information:
Quote #: 001333
Version: 1
Delivery Date: 02/28/2022
Expiration Date: 05/01/2022

Quote Summary

Description	Amount
Hardware & Support	\$72,590.00
Total: \$72,590.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All managed service contracts are a minimum of 1 year unless otherwise noted.

Secure Cyber Defense

Signature:

Name:

Shawn Waldman

Title:

CEO

Date:

02/28/2022

Warren County Board of Commissioners

Signature:

Name:

Tom Grossmann

Date:

3/15/22

PURCHASE AGREEMENT and AMENDMENT

This Purchase Agreement and Amendment (hereinafter "contract") is made and effective on the date last signed below between the Warren County Board of County Commissioners on behalf of Warren County Telecommunications Department (hereinafter "Warren County") whose address is 406 Justice Drive Lebanon, Ohio 45036, and Secure Cyber Defense whose address is 1390 Vanguard Blvd, Miamisburg, OH 45342

Whereas, Warren County by request for proposals for 2 Fortinet Fortigate 601E Firewalls has awarded a contract to Secure Cyber Defense for the purchase of hardware and supplies

Now, therefore, it is agreed as follows:

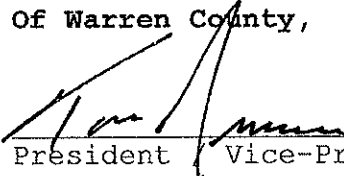
- 1.) Secure Cyber Defense will supply the hardware and supplies to Warren County for the price stated in the written quote # 001333 attached below and hereby incorporated as if fully re-written herein.
- 2.) The sale and purchase shall be governed by the attached terms and conditions, except the parties hereby agree to amend the terms and conditions as follows:
 - a. The contract shall be governed by the laws of the State of Ohio, the venue for any legal dispute shall exclusively be that of Warren County Common Pleas Court, in Lebanon, Ohio, any legal dispute shall be resolved by litigation unless the parties mutually agree upon mediation.
 - b. Warren County shall not be responsible for any sales, use, transaction, excise, or similar taxes as it is exempt from such taxation.
 - c. Warren County shall have no duty to indemnify Secure Cyber Defense, rather each party to this contract agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees, and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this contract shall impute or transfer any such liability from one to the other.
 - d. Should there be any conflict between the attached terms and conditions and the amendments contained

within this Paragraph 2, the amendments in Paragraph 2 of this contract shall control.

- e. Each party has the power and authority to enter into and perform this Contract and the person signing this contract on behalf of each party has been properly authorized and empowered to enter into this contract.

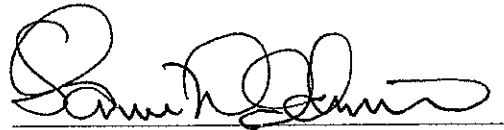
In Execution Whereof, the parties hereto have executed this Purchase Agreement and Amendment by their duly authorized representative on the dates shown below, subject to the attached quote 001333 and the attached terms and conditions as amended above,

**Board of County Commissioners
Of Warren County,**



President Vice-President

Vendor:




Authorized Signatory

3/15/22
Date

2.24.2022
Date

22-0371
Resolution No.

Approved as to form,



Adam M. Nice
Assistant Prosecuting Attorney

Resolution

Number 22-0372

Adopted Date March 15, 2022

AUTHORIZE ACCEPTANCE OF QUOTE FROM BCS (BUSINESS COMMUNICATIONS SPECIALISTS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, BCS will provide Ingate Annual Support per Quote AAAQ16694 for Warren County Telecommunications Department; and

NOW THEREFORE BE IT RESOLVED, to accept quote between BCS and Warren County Telecommunications Department for Ingate Annual Support; as attached hereto and 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:

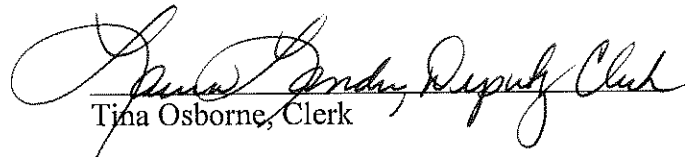
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a- Business Communications Specialists
Telecom (file)



**BUSINESS
COMMUNICATION
SPECIALISTS**

QUOTE

162 Main Street Wadsworth, OH 44281
Phone: 330.335.7276 Fax: 330.335.7275
www.bcsip.com

Number AAAQ16694
Date Feb 24, 2022

Sold To	Ship To	Your Sales Rep
Warren County Garrett Wilson 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax	Warren County Garrett Wilson 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax	Bryon Palitto 330-335-7271 bryonp@palittoconsulting.com

Qty	Description	Unit Price	Ext. Price
1	Ingate Annual Support Renewal (S/N: IG-200-808-4028-1) <i>April 02, 2022 - April 2, 2023</i>	\$880.00	\$880.00
1	Ingate Annual Support Renewal (S/N: IG-428-550-5015-1) <i>April 02, 2022 - April 2, 2023</i>	\$880.00	\$880.00

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: Tom Grossmann

Date: 3.15.22

Signature:

SubTotal	\$1,760.00
Tax	\$0.00
Shipping	\$0.00
Total	\$1,760.00

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.



**BUSINESS
COMMUNICATION
SPECIALISTS**

162 Main Street
Wadsworth, OH 44281
Phone: 330.335.7276 Fax: 330.335.7275
www.businesscommunicationspecialists.com

Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

- 1) **Hardware and Software:** 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) **Maintenance, Installation, etc.:** 100% due upon project completion.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

Resolution

Number 22-0373

Adopted Date March 15, 2022

APPROVE AMENDED ARTICLES OF AGREEMENT AND GRANT OF EASEMENT FOR
A.W.O.S. UTILITIES AND ACCESS RELATIVE TO THE WARREN COUNTY AIRPORT

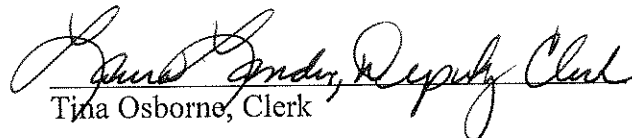
BE IT RESOLVED, to approve and authorize the President of the Board to enter into Amended Articles of Agreement and Grant of Easement for A.W.O.S. Utilities & Access relative to the Warren County Airport; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Recorder (certified)
Bruce McGary
Warren County Airport (file)
Easement file

Grantor: Woodward Farms, L.L.C.
Sidwell Number: 08-13-100-022 (Pt. 126.031 ac.)
Auditor's Account Number: 5313147

**AMENDED ARTICLES OF AGREEMENT AND GRANT OF EASEMENT FOR
A.W.O.S. UTILITIES & ACCESS**

KNOW ALL MEN BY THESE PRESENTS, that WOODWARD FARMS, L.L.C., an Ohio limited liability company, whose mailing address is 11148 Woodward Lane, Cincinnati, Ohio 45241 ("Grantor"), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by the BOARD OF TRUSTEES OF THE WARREN COUNTY, OHIO AIRPORT AUTHORITY, whose address is 2460 Greentree Road, Lebanon, Ohio 45036 and the BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 ("Grantees"), the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to Grantees, their successors and assigns forever, certain rights, privileges and easements on, over, through and under a part of the 126.031 acre tract of real estate owned by the Grantor, to-wit: a perpetual exclusive easement on, over, through and under the easement area particularly described in Exhibit "A" and illustrated in Exhibit "B" which are attached hereto and made a part hereof (sometimes referred to hereinafter as the "Easement Area").

The terms of the said perpetual exclusive easement are as follows:

Grantees shall have the right to construct, use, maintain and keep in repair thereon, an Automated Weather Observing System ("A.W.O.S.") and appurtenances thereto including but not limited to the platform, equipment, and antenna, all being necessary for the operation of the Warren County Airport Runway and appurtenances thereto.

Grantees shall maintain the easement area in a state of good repair. Grantees shall maintain the easement area in accordance with, and Grantor's right of use of the easement area shall be restricted by, all applicable requirements of regulatory agencies for the operation of the Warren County Airport Runway and appurtenances thereto including the Warren County Airport Zoning Code, the Ohio Department of Transportation-Aviation Division regulations, and the Federal Aviation Administration ("FAA")

regulations, including without limitation the specific requirements of FAA Regulation/Order JO 6560.20C – Siting Criteria for Automated Weather Observing Systems (AWOS), Chapter 2-5 [Wind Sensor] attached as Exhibit C and the A.W.O.S. vicinity elevations map attached as Exhibit D, both of which are incorporated by reference herein and made a part hereof.

Grantees and its employees and agents shall have permanent access on, over, through and under the said easement area, and shall be allowed to utilize such equipment necessary for the construction, use, maintenance, operation, repair, or restoration of said A.W.O.S. and appurtenances thereto.

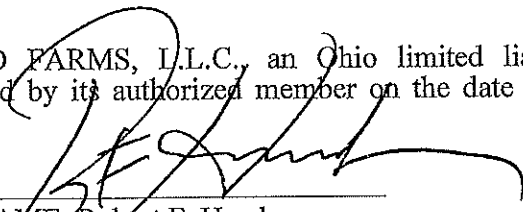
Grantor agrees to not interfere with or obstruct Grantees' use of the easement area, or grant any other person or party an easement, license or right of entry over the said easement area.

In the event the AWOS has to be moved or relocated, the party requesting or requiring the movement or relocation of the AWOS shall be responsible for the costs and expenses of such movement and/or relocation.

Grantor covenants with Grantees that Grantor is the fee owner of the real estate described in Exhibits "A" and "B"; that the said real estate described in Exhibits "A" and "B" is free, clear, and unencumbered; Grantor shall have the right to mortgage the property after this Easement is recorded of public record; and, that Grantor has full power to convey the rights, privileges and easement being conveyed herein. Grantor warrants it will defend the same on behalf of Grantees against the claims of all persons and parties.

All provisions herein shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto, and shall be governed by the laws of the State of Ohio.

IN EXECUTION WHEREOF, WOODWARD FARMS, L.L.C., an Ohio limited liability company, has caused its name to be hereunto subscribed by its authorized member on the date stated below, pursuant to a resolution authorizing such act.

SIGNATURE: 
PRINTED NAME: Robert F. Henderson
TITLE: Managing Member of RJ&F, LTD., who is
the Managing Member of Woodward Farms, L.L.C.
DATE: 2/21/22


STATE OF OHIO, COUNTY OF HAMILTON, ss:

On this 21st day of February, 2022, before me, a Notary Public, in and for said County, personally came an individual known or proven to me to be **Robert F. Henderson**, Managing Member of RJ&F, LTD, an Ohio limited liability company, who is the Managing Member of **WOODWARD FARMS, LLC**, an Ohio limited liability company, being the Grantor herein, who acknowledged that he did sign the foregoing instrument, and that the signing of this instrument was his free and voluntary act and deed, and in accordance with the terms of the resolution authorizing such act.

[seal]



KATHERINE N. SWEET
Notary Public, State of Ohio
My Commission Expires:
08/19/2025



Notary Public

IN EXECUTION WHEREOF, the BOARD OF TRUSTEES OF THE WARREN COUNTY, OHIO AIRPORT AUTHORITY, a Grantee herein, has caused this instrument to be executed by its President on the date stated below, pursuant to Board Resolution No. 20220302-2nd, dated 3/2/2022

SIGNATURE: *Doug Koenig*
NAME: Doug Koenig
TITLE: President
DATE: 3/3/2022

STATE OF OHIO, COUNTY OF WARREN, ss:

On this 3rd day of MARCH, 2022, before me, a Notary Public, in and for said County, personally came an individual known or proven to me to be **Doug Koenig**, President of the Board of Trustees of the Warren County, Ohio Airport Authority, a Grantee herein, who acknowledged that he did sign the foregoing instrument, and that the signing of this instrument was his free and voluntary act and deed, and in accordance with the terms of a Board Resolution authorizing such act.

[seal]

Bruce A. McGary
Notary Public

IN EXECUTION WHEREOF, the BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO a Grantee herein, has caused this instrument to be executed by its President or Vice-President on the date stated below, pursuant to Board Resolution No. 22-0373, dated 3/15/22

SIGNATURE: *Tom Grossmann*
NAME: Tom Grossmann
TITLE: President
DATE: 3/15/22

STATE OF OHIO, COUNTY OF WARREN, ss:

On this 15 day of March, 2022, before me, a Notary Public, in and for said County, personally came an individual known or proven to me to be **Tom Grossmann**, President or Vice-President of the Board of County Commissioners of Warren County, Ohio, a Grantee herein, who acknowledged that he/she did sign the foregoing instrument, and that the signing of this instrument was his/her free and voluntary act and deed, and in accordance with the terms of a Board Resolution authorizing such act.



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

[Signature]
Notary Public

Bruce A. McGary

Bruce A. McGary
Asst. Prosecuting Attorney
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1325; Fx. (513) 695-2921
Email: bruce.mcgary@warrencountyprosecutor.com

LEGAL DESCRIPTION
AWOS Utilities/Access Easement
Warren County Airport

Situate in Section 13, Town 3, Range 4, Turtlecreek Township, Warren County, Ohio and being more particularly described as follows:

Beginning in a point at the northwest corner of a parcel of land conveyed to Woodward Farms, LLC, by deed recorded in Deed Book 1755, Page 285 (Subject to a conveyance of 11.711 acres to Warren County Board of County Commissioners out of the original said deed and recorded in Official Record 5276, Pg. 278), Warren County, Ohio Recorder's Office, said point also being the northwest corner of said Section 13; thence

In the north line of said Woodward Farms, LLC and the north line of said Section 13, South 89° 51' 54" East, a distance of 2,632.89 feet to the northwest corner of a parcel of land conveyed to Warren County, Ohio by deed recorded in Deed Book 376, Page 310, Warren County, Ohio Recorder's Office; thence

In the west line of said Warren County, Ohio parcel, South 01° 36' 31" West, a distance of 1,565.34 feet to the REAL POINT OF BEGINNING for this description; thence

Continuing in the west line of said Warren County, Ohio parcel, South 01° 36' 31" West, a distance of 20.00 feet to a point; thence

North 88° 21' 59" West, a distance of 308.85 feet to a point; thence
North 00° 28' 50" East, a distance of 196.56 feet to a point; thence
North 01° 54' 16" East, a distance of 317.47 feet to a point; thence
South 88° 33' 31" West, a distance of 3.21 feet to a point; thence
North 01° 26' 29" West, a distance of 30.00 feet to a point; thence
North 88° 33' 31" East, a distance of 30.00 feet to a point; thence
South 01° 26' 29" East, a distance of 30.00 feet to a point; thence
South 88° 33' 31" West, a distance of 6.76 feet to a point; thence
South 01° 54' 16" West, a distance of 318.39 feet to a point; thence
South 00° 28' 50" West, a distance of 176.71 feet to a point; thence
South 88° 21' 59" East, a distance of 289.25 feet to the REAL POINT OF BEGINNING.

The above description being an easement for utilities/access to the Automated Weather Observing System (AWOS), the actual centerline of the easement being the physical location of the electric/communications lines, and being ten (10) feet on either side of said centerline. The easement also encompasses the AWOS platform, equipment and antenna.

Being a part of a parcel conveyed to Woodward Farms, LLC, by deed recorded in Deed Book 1755, Page 285, Warren County, Ohio Recorder's Office.

The above description is the result of a field survey performed in November 2003 and revised in February 2022 by Patrick S. Finn, Ohio Registered Surveyor No. 7181.

NORTH LINE SECTION 13

S 89°51'54" E 2632.89'

NORTHWEST CORNER SECTION 13

NOTE: THE ACTUAL CENTERLINE OF THE EASEMENT IS THE PHYSICAL LOCATION OF THE UNDERGROUND UTILITIES. THE EASEMENT ALSO ENCOMPASSES THE AWOS PLATFORM, EQUIPMENT AND ANTENNA.

WOODWARD FARMS, LLC
D.B. 1755, PG. 285
126.031 ACRES

(BEING RESIDUAL OF 137.742 ACRES WITH
11.711 ACRES CONVEYED TO WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS BY O.R.
VOL. 5276, PG. 278)
SIDWELL NO. 08-13-100-022

BEARINGS BASED ON DEED BOOK 1755,
PAGE 285, WARREN COUNTY, OHIO
RECORDER'S OFFICE.

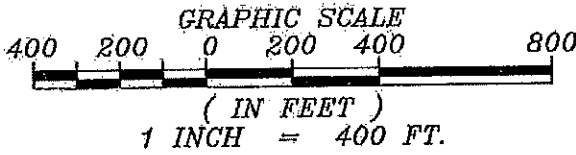
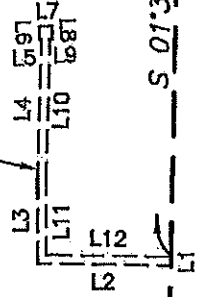
WEST LINE SECTION 13

S 01°36'31" W 1565.34'

WARREN COUNTY, OHIO
D.B. 376, PG. 310
33.222 ACRES±

LINE	BEARING	DISTANCE
L1	S 01°38'01" W	20.00'
L2	N 88°21'59" W	308.85'
L3	N 00°28'50" E	196.56'
L4	N 01°54'16" E	317.47'
L5	S 88°33'31" W	3.21'
L6	N 01°26'29" W	30.00'
L7	N 88°33'31" E	30.00'
L8	S 01°26'29" E	30.00'
L9	S 88°33'31" W	6.76'
L10	S 01°54'16" W	318.39'
L11	S 00°28'50" W	176.71'
L12	S 88°21'59" E	289.25'

AWOS UTILITIES/
ACCESS EASEMENT



WARREN COUNTY AIRPORT, LTD.
O.R. 2021-012676
43.205 ACRES

EASEMENT EXHIBIT FOR UTILITIES/ACCESS

TO AUTOMATED WEATHER OBSERVING SYSTEM
SECTION 13, TOWN 3, RANGE 4
TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

CSW ENTERPRISE, INC.
D.B. 1546, PG. 774
15.7119 ACRES

PATRICK S. FINN
5923 MARBLE WAY
COLD SPRING, KY 41076
859-242-6734



DATE FEBRUARY 2022

DRAWN BY PSF

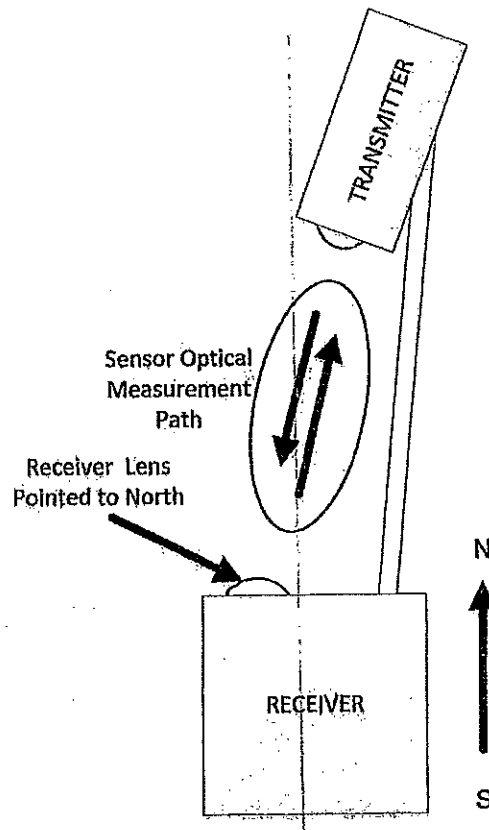
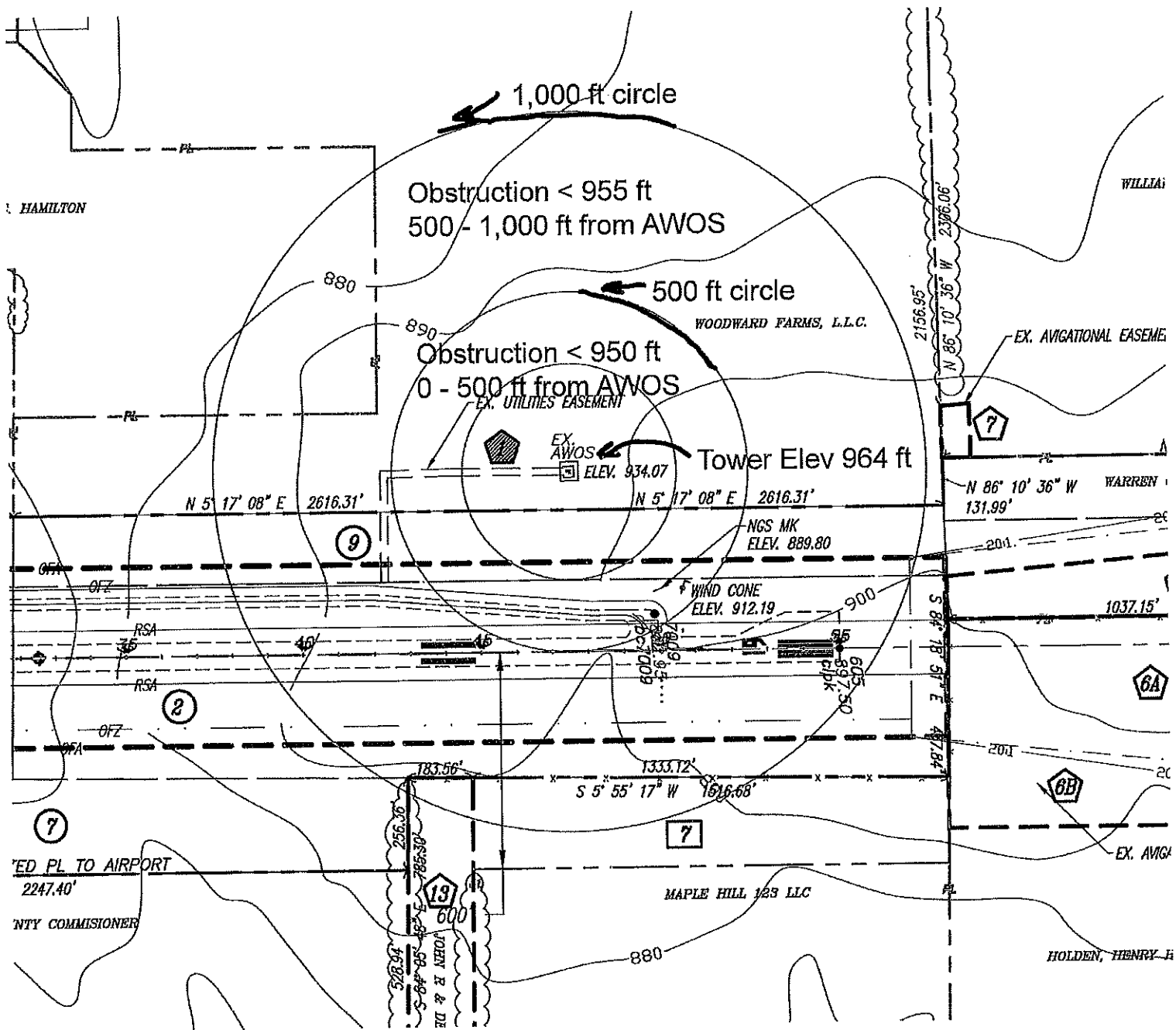


Figure 2-1. Visibility Sensor Alignment to North

2-5. Wind Sensor. The wind sensor (wind speed and wind direction) for AWOS and SWS must be oriented with respect to true North. The surveyor point used to establish the anemometer wind direction orientation must be permanently installed and marked as a reference benchmark for future use. The system software must be used to make required adjustments to magnetic North. The wind sensors (wind speed and wind direction) for SAWS, WEF, WME, and standalone weather equipment must be oriented with respect to magnetic North. The site should be relatively level, but small gradual slopes are acceptable. All alignments listed above are for the wind sensor itself, not the pole or tower.

The sensor must be mounted at 30 to 33 feet (9 to 10 meters) above the average ground height within a radius of 500 feet (150 meters). All obstructions (e.g., vegetation, buildings, etc.) must be at least 15 feet lower than the height of the sensor within the 500-foot radius and be at least 10 feet lower than the height of the sensor from 500 to 1000 feet (see figure 2-2). Where this desired location and clearance is difficult to achieve due to physical or economic reasons, the following definitions should be followed: An object will become a sheltering obstruction if the distance between the sensor and the object is less than ten times the height of the object and the lateral angle from the sensor to the ends of the object exceeds 10 degrees. Sheltering obstructions should be avoided by location choice or removed, if possible. The sensor must also be located such that it is not subject to jet blast from aircraft during engine run-up or taxiing. It must be located such that it is not susceptible to wake vortices from departing or landing aircraft.



1,000 ft circle

Obstruction < 955 ft
500 - 1,000 ft from AWOS

500 ft circle

Obstruction < 950 ft
0 - 500 ft from AWOS

WOODWARD FARMS, L.L.C.

EX. AWOS
ELEV. 934.07

Tower Elev 964 ft

N 5° 17' 08" E 2616.31'

N 5° 17' 08" E 2616.31'

N 86° 10' 36" W 131.99'

NGS MK
ELEV. 889.80

WIND CONE
ELEV. 912.19

1037.15'

S 5° 55' 17" W 1616.68'

ED PL TO AIRPORT
2247.40'

NTY COMMISSIONER

MAPLE HILL 123 LLC

HOLDEN, HENRY J.

Resolution

WOODWARD FARMS, L.L.C.,
an Ohio Limited Liability Company

WOODWARD FARMS, L.L.C., an Ohio limited liability company (“the Company”) and does hereby certify that the following is a true and accurate copy of the Resolution adopted by its Members, and that the Resolution has not been rescinded or amended and is still in full force and effect:

WHEREAS, the Company is the fee owner of a 126.031 acre parcel of real estate contiguous to lands owned by the Board of County Commissioners of Warren County, Ohio, which are under the control of the Board of Trustees of the Warren County Airport Authority (collectively “Warren County”); and,

WHEREAS, by virtue of the Articles of Agreement and Grant of Easement for A.W.O.S. Utilities and Access, recorded of public record in O.R. Vol. 3945, Page 274 of the Warren County, Ohio Recorder’s Office, the Company granted a permanent easement to Warren County for the construction, use, maintenance, operation, repair, necessary utilities and access to an Automated Weather Observation System (“A.W.O.S.”) located thereon; and,

WHEREAS, in order to comply with new mandates imposed by the Federal Aviation Administration (“FAA”), Warren County has requested the Company amend the said Agreement to incorporate requirements imposed by the FAA;

WHEREAS, the Company desires to cooperate and enter into an amendment of the said Agreement to satisfy the FAA.

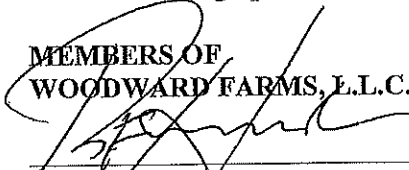
THEREFORE, BE IT RESOLVED THAT, the attached Amended Articles of Agreement and Grant of Easement for A.W.O.S. Utilities and Access is approved.

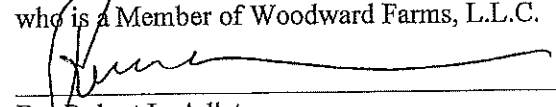
BE IT FURTHER RESOLVED THAT, Robert F. Henderson, being the Managing Member of RJ&F, LTD. who is the Managing Member of the Company is hereby authorized and shall have full power and authority to execute the attached Amended Articles of Agreement and Grant of Easement for A.W.O.S. Utilities and Access. All acts related thereto pursuant to his signature shall be on behalf of, in the name of and be binding upon the Company and its members.

2/21/22
Date

2/21/22
Date

**MEMBERS OF
WOODWARD FARMS, L.L.C.,**


By: Robert F. Henderson, Managing Member of RJ&F, LTD, an Ohio limited liability company, who is a Member of Woodward Farms, L.L.C.


By: Robert L. Adleta

Resolution

Number 22-0374

Adopted Date March 15, 2022

APPROVE PROFESSIONAL SERVICE AGREEMENT BETWEEN REAL WORKFORCE SOLUTIONS, INC. AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, the Local Workforce Development Board's Executive Director (Interim) executes the functions of the local WDB, as outlined in section 107(d) of WIOA and 20 C.F.R. 679.370, which includes awarding contracts and agreements for the activities of the local WDB; and

WHEREAS, the WDB's Executive Director (Interim) has contracted with Real Workforce Solutions, Inc. to provide Program Monitoring for Area 12, effective January 1, 2022, through June 30, 2022, with the option to extend for four one-year periods as follows:

July 1, 2022 – June 30, 2023
July 1, 2023 – June 30, 2024
July 1, 2024 – June 30, 2025
July 1, 2025 – June 30, 2026

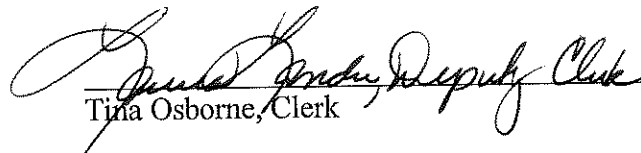
NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners on behalf of the Areal 12 Workforce Development Board, does hereby approve the contract with the said Provider through June 30, 2022. A copy of said agreement is attached hereto and made a part hereof.

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Real Workforce Solutions, Inc.
Area 12 Workforce Development Board (file)

VENDOR AGREEMENT NO. _____
(PROGRAM YEAR 21-22)

BETWEEN

The WORKFORCE DEVELOPMENT BOARD OF
BUTLER |CLERMONT|WARREN,

AND

REAL WORKFORCE SOLUTIONS, INC.

DUNS #	014300681
FEDERAL AWARD IDENTIFICATION (FAIN) #	
FEDERAL AWARD DATE	
TOTAL FEDERAL AWARD	
FEDERAL AWARDDING AGENCY	US Department of Labor (USDOL)
CATALOGUE FEDERAL DOMESTIC ASSISTANCE (CFDA) #	
PASS THROUGH AGENCY	Ohio Department of Job and Family Services
CONTRACTING OFFICER	Rebecca Ehling
CONTACT INFORMATION	

Pursuant to the Steven's Amendment

Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H,
Title V, Sec. 505 (Mar. 23, 2018)

1. The % of the total costs of the program financed with Federal money is 100% percent.
2. The dollar amount of Federal funds for the project or program is _____.
The percentage and dollar amount of the total costs of the program that will be financed by non-governmental sources is \$0

**WORKFORCE INVESTMENT BOARD BUTLER CLERMONT WARREN
VENDOR AGREEMENT**

THIS CONTRACT is between the Workforce Investment Board Butler Clermont Warren, hereinafter referred to as "WIBBCW, and Real Workforce Solutions, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the WIBBCW issued a Request for Quotes for Monitoring Services; and

WHEREAS, Contractor submitted a response to the Request for Quotes and was selected by WIBBCW to conduct program monitoring of WIBBCW and its service providers; and

WHEREAS, WIBBCW wishes to retain Contractor for a one-year term which may be renewed for four additional one-year terms to provide program monitoring services, as outlined in this Contract; and

WHEREAS, Contractor has agreed to provide WIBBCW with said services, as more fully set forth below;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follow:

A. Scope of Services

The Contractor agrees to provide services in accordance with Attachment 1 Scope of Services.

B. Compensation

1. Contractor shall be paid Four Thousand Dollars (\$4,000.00) to conduct one annual program monitoring of the WIOA programs delivered by the 3 OhioMeansJobs Centers in each of the three counties comprising the WIBBCW workforce development area. The monitoring shall take place at such time during the program year as agreed to between the parties.
2. WIBBCW shall pay Contractor upon the submission of the program monitoring report and receipt of an invoice for the services.
3. WIBBCW shall pay Contractor within thirty (30) days following the receipt of Contractor's invoice.

4. Contractor shall comply with the timelines established in the Scope of Services for submission of the draft and final reports for the monitoring review.
5. Contractor shall allow public access to all documents, papers, letters or other materials collected or reviewed in connection with their monitoring engagement to the extent required under the laws of the State of Ohio.
6. Contractor shall submit their final invoice to WIBBCW no later than 60 days after the end of the program year for the monitoring conducted during that program year, or within 60 days of the date of contract termination. The WIBBCW will not be able to honor invoices submitted after the above stated time period.

C TERM

1. The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2022. The term of this Agreement may be extended for four one-year periods as follows:

July 1, 2022 – June 30, 2023

July 1, 2023 – June 30, 2024

July 1, 2024 – June 30, 2025

July 1, 2025 – June 30, 2026

2. The renewal of this Agreement beyond the end of any program year shall be subject to performance as defined in this Agreement, the availability of funds and approval of the renewal by the WIBBCW governing boards.

D. Governing Laws and Venue

1. Contractor agrees that this Contract is executed and entered into in the State of Ohio, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Ohio. Each party shall perform its obligations herein in accordance with the terms and conditions of the Contract.
2. The parties agree that Warren County shall be the venue of any legal action between the parties.
3. Federal Law
 - a. Contractor shall consider the requirements under 2 CFR 200 et al and the Workforce Innovation and Opportunity Act, P.L.113- 128, Adult, Dislocated Worker, and Youth programs.
 - b. Contractor shall comply with all applicable federal laws including but not limited to:
 - i. Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin. Contractor agrees that it shall comply with Exec. Order No. 11246, Equal

- Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 OF. R., pt 60, if applicable.
- ii. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - iii. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs.
 - iv. The Age Discrimination Act of 1967 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
 - v. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9649, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - vi. Section 188 of the Workforce Investment Opportunity Act of 2014 (WIOA), which prohibits discrimination.
 - vii. The American with Disabilities Act of 1990, P.L 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
 - viii. Davis-Bacon Act (40 U.S.C. 276a to 276a7), (the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
 - ix. If this Contract is in excess of \$100,000, the Contractor shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq.), Section 508 of the Clean Water Act as amended (83 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the WIBBCW.
 - x. Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083.
- c. Contractor agrees not to employ unauthorized aliens in violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract
- d Debarment and Suspension - when applicable, as required by (the regulation implementing Executive Order No. 12549. Debarment and Suspension 29 C.F.R. 98, the Contractor is not presently nor previously within a three-year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered

transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in Attachment 2 entitled Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.

E. RECORDS AND RECORD RETENTION

- a. Contractor shall provide WIBBCW with copies of their work papers upon request. Requests for copies of the work papers shall be honored within ten (10) days of receipt of the request from WIBBCW.
- b. During the retention period described in paragraph d, Contractor shall make its work papers, records and other documents relating to the work performed under this Agreement available for inspection by WIBBCW, their auditor, and by any firm retained by WIBBCW who may succeed Contractor. Contractor agrees to also provide access to the work papers upon request from The Ohio Department of Job and Family Services Office of Workforce Development (ODJFS-OWD), the USDOL or HHS (Health and Human Services) or other WIBBCW Grantor organizations.
- c. When applicable, the Contractor shall disclose all related party transactions.
- d. Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, work papers and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years after termination of this Contract, or if an audit has been initiated and audit findings have been identified and have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings through litigation or otherwise. The Contractor will cooperate with the WIBBCW to facilitate the duplication and transfer of any said records or documents, upon request of WIBBCW.

F. ASSIGNMENTS AND SUBCONTRACTS

1. Contractor agrees to neither assign the responsibility for the Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of WIBBCW. Any sublicense, assignment or transfer otherwise occurring, without prior approval of the WIBBCW, shall be null and void.
2. Contractor agrees to be responsible for all work performed and all expenses incurred in conduct of the monitoring activities. If WIBBCW permits subcontracting all or part of the work contemplated under this Contract, subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the WIBBCW. Contractor agrees that the WIBBCW shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the WIBBCW against such claims.

G. INDEMNIFICATION

1. Contractor shall at all times hereafter indemnify, hold harmless and at WIBBCW's option, defend or pay for an attorney selected by WIBBCW, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by WIBBCW any sums due Contractor under this Agreement may be retained by WIBBCW until all of WIBBCW's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by WIBBCW.
2. No payment by WIBBCW to Contractor shall be construed as a waiver by WIBBCW for any breach or default of Contractor in the performance of any condition of this Agreement or Amendment hereto; nor shall such payment impair or prejudice any right of WIBBCW with respect to such breach or default; nor shall any assent by WIBBCW expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.
3. Contractor shall provide, pay for, and maintain in force, at all times during the services to be performed, insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Professional Liability Insurance, Comprehensive Liability and Business Auto Liability Insurance, in amounts normally carried by service providers.

H. INSURANCE

Contractor shall provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for WIBBCW. Upon the execution of this Contract, the Contractor shall furnish the WIBBCW written verification supporting both the determination and existence of such insurance coverage.

I. OVERPAYMENTS

Contractor agrees, upon receipt of a written explanation and request from WIBBCW and following an opportunity to discuss the matter with WIBBCW, to return to WIBBCW any fees paid by WIBBCW to the Contractor which may have been erroneously paid and/or in excess of the fees owing to the Contractor under this Contract.

J. MODIFICATION

1. WIBBCW may request changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the services to be rendered or in the amount of Contractor's compensation, which are mutually agreed upon. All changes to the Contract shall be reduced to writing and duly signed by the parties.
2. The parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

K. TERMINATION

1. Termination for Convenience - This Contract may be terminated by either party upon thirty (30) calendar days' notice to the other party, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery, or via any generally acceptable delivery method for which a receipt is issued. In the event of a termination for convenience WIBBCW shall only be obligated to pay for monitoring reports received through the date of termination.
2. Termination Due to the Lack of Funds - in the event funds to finance this Contract become unavailable, WIBBCW may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. WIBBCW shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing lack of funds. In the event of termination of this Contract, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.
3. Termination for Breach - This Contract may be terminated by WIBBCW for non-performance by the Contractor upon ten (10) days' notice in writing to the Contractor. However, prior to termination of this Contract for breach, WIBBCW shall notify the Contractor in writing of its intent to terminate this Contract, identify the alleged deficiencies in the Contractor's performance giving rise to the intent to terminate, and shall give the Contractor thirty (30) days to cure such deficiencies before WIBBCW may terminate this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.
4. In the event the federal and state funds upon which this Contract is dependent is withdrawn or redirected, the WIBBCW may immediately terminate the Contract and WIBBCW will have no further liability to the Contractor beyond that already incurred by the termination date.

L. WIBBCW MANAGEMENT RESPONSIBILITIES

WIBBCW management is responsible for management decisions and for designating a qualified management-level employee to oversee and act as a liaison with the Contractor.

M. SEVERABILITY

If any provision of this Contract is found to be invalid or illegal, the remaining terms and conditions remain in full force and effect, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or Agreements whether oral or written is held to be unenforceable by a Court of competent jurisdiction.

The parties hereto agree and understand that the words and figures contained in the documents which are attached hereto or incorporated by reference shall together with this Contract constitute the Contract between the parties and are as fully a part of the Contract as if they were set forth verbatim and at length herein.

N. NOTICE

The names of the contact persons upon whom all notice shall be served are as follows:

For WIBBCW:

Becky Ehling
Interim Executive Director

For Contractor:

Sharon Parry
Real Workforce Solutions

In the event that different representatives are designated by any party after the execution of this Contract, notice of the name, address, zip code and telephone number of the newest representative will be rendered in writing to all other parties and said notification shall be attached to copies of this Contract.

The parties hereto have caused this Contract to be executed by the undersigned officials as duly authorized.

EXECUTION PAGE

15 day of March,
2022.

Parties Signatures

Contractor Signature



Date 2/17/22

WIBBCW Representative

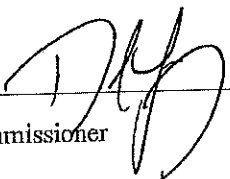
Date 2-18-2022

Becky Ehling
Exec. Dir (Interim)

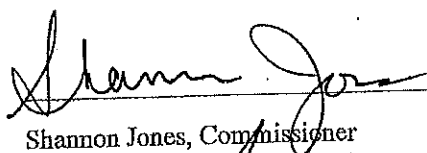
FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

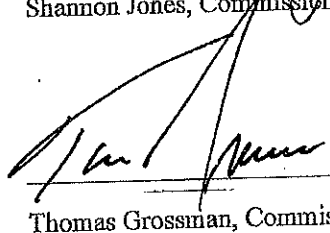
Warren County Board of County Commissioners



David Young, Commissioner

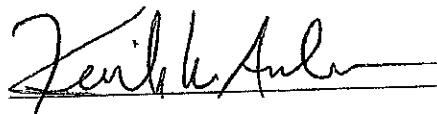


Shannon Jones, Commissioner



Thomas Grossman, Commissioner

Approved as to form:



Warren County Prosecuting Attorney

ATTACHMENT 1 STATEMENT OF WORK

SCOPE OF SERVICES - PROGRAM MONITORING

A. FUNDING STREAMS TO BE MONITORED

In reviewing files, contractor shall assure that their review encompasses appropriate testing of the Workforce Innovation And Opportunity Act of 2014, Youth, Dislocated Worker and Adult Programs.

B. MONITORING OF WIBBCW SUB-RECIPIENTS

1. Contractor shall perform a performance review consisting of agreed upon procedures of WIBBCW and their Service Providers. WIBBCW shall provide Contractor with a list of its service providers at the beginning of each program year or whenever a new service provider is added. At the time of entry into this agreement this includes the Ohio Means Jobs Centers in each of the Counties comprising the WIBBCW Workforce Development Area and Easter Seals.
2. Monitoring of WIBBCW will incorporate a review of program management and automated systems data of WIBBCW including service providers' program data entries.
3. WIBBCW shall provide Contractor with electronic access to service provider Contracts and modifications if possible.

C. DEVELOPMENT OF THE MONITORING PROTOCOL AND ACCESS TO RECORDS

1. Contractor understands that the purpose of the monitoring is to identify areas of weakness so that they can quickly be addressed. Contractor shall provide recommendations to assist WIBBCW and its providers in correcting problems identified during their review.
2. Contractor shall be responsible for the development of the monitoring protocol based upon the elements to be reviewed. WIBBCW shall have the right to review the tool and upon mutual agreement between WIBBCW and Contractor to amend the protocol. The protocol shall not be considered proprietary.
3. The monitoring protocol to be developed shall include those elements from the USDOL Core Monitoring Tool applicable to the elements to be monitored by Contractor.
4. Contractor shall review previous findings identified during the immediately subsequent monitoring review to determine whether corrective action was taken with respect to findings identified in the previous monitoring report.

5. The monitoring tool shall incorporate those program compliance items tested during the annual audit as well as program and governance items tested by the ODJFS-OWD during their annual monitoring of local areas.
6. Upon request Contractor agrees to provide WIBBCW and/or its Committees with their protocol and proposed testing sample amounts/numbers prior to conduct of the review.
7. Contractor shall be provided with read only access to the WIBBCW data systems, and such other electronic access to WIBBCW systems and documents as may be necessary for proposer to conduct the monitoring services described and as WIBBCW.

D. MONITORING REVIEW AND MONITORING REPORT

1. Mutually agreed upon dates for performing the agreed upon procedures for the Contract period will be coordinated with WIBBCW staff at the end of the WIBBCW program year each year that this contract is in effect.
2. Prior to each monitoring review Contractor shall:
 - a. Inform the WIBBCW designee of the documents, books, records, contracts, policies, participant files, individual training account, and work-based training documents, board agenda and minutes and such other documents deemed necessary by Contractor.
 - b. Review and familiarize themselves with ODJFS-OWD policies and issuances.
3. Prior to commencement of the monitoring review Contractor shall identify themselves to the WIBBCW designee who shall assist in coordinating the review with the various OMJ centers and making sure all requested records are made available.
4. Following each monitoring review Contractor shall conduct an exit conference detailing their findings and shall produce a draft report within thirty (30) days of their review followed by a final report within sixty (60) days of receipt of the WIBBCW response.
5. The final and draft report shall include a chart which identifies the finding or observation in a matrix organized as depicted immediately below:

Program Area	Observation	Recommendation	Agree/Disagree WIBBCW must provide documentation and rationale	Resolution/ Corrective Action

6. In the event of observations documentation as appropriate substantiating the observation shall be provided to WIBBCW by Contractor so that the observation can be resolved, if the documentation is not provided/scanned or emailed during the monitoring review or the Exit Conference, Contractor shall append the supporting documents to the monitoring report as applicable.
7. Contractor shall furnish WIBBCW with one (1) electronic MS Word Copy and an electronic PDF copy of the report.
8. In reviewing WIOA files, Contractor shall determine whether:
 - i. Eligibility including priorities for the adult program has been properly determined and the documents are recorded in the file for each participant sampled.
 - ii. Proof of workforce area residence.
 - iii. Income verification as appropriate is included in the file, correct and recorded.
 - iv. An assessment, and career plan is on file, up-to-date and supports the training if provided.
 - v. Pell Information is on file.
 - vi. For participants entering training - that the training is in a demand occupation and the participant had the qualifications for the training into which they were enrolled.
 - vii. Case notes have been entered appropriately.
 - viii. Data entry meets state timeliness requirements.
 - ix. Participant progress is being followed and documented.
 - x. Employment verification is included in the file.
 - xi. WIOA Individual Training Account information is included in the file.
 - xii. Incentive payments to youth were documented in the file to show that the participant was actively participating and met the requirements for such awards.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0375

Adopted Date March 15, 2022

ENTER INTO AN AGREEMENT WITH THE PREVIEW GROUP, INC. TO PROVIDE THE WARREN COUNTY BUILDING DEPARTMENT WITH BUILDING INSPECTOR SERVICES

BE IT RESOLVED, to enter into an agreement with The Preview Group, Inc., wherein The Preview Group, Inc. agrees to provide the Warren County Building Department with building inspector services; agreement attached hereto and made a part hereof.

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

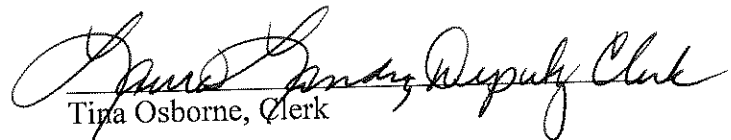
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A—The Preview Group, Inc.
Building/Zoning (file)

Contract for Professional Services

THIS CONTRACT FOR PROFESSIONAL SERVICES (the "Agreement") is made this 15 day of March, 2022, by and between Warren County Board of Commissioners ("Warren County"), and The Preview Group, Inc., an Ohio corporation for profit ("Contractor"), and shall be effective upon execution by all parties.

WHEREAS, Warren County desires to engage Contractor to perform services for Warren County, and Contractor desires to perform such services for Warren County.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. *Services to be Performed*. Contractor agrees to perform the services described in Schedule 1 attached hereto (the "Services"). Contractor will reasonably determine the method, details, and means of performing the services for Warren County; Warren County may specify only the desired results. The Contractor may elect, at the Contractor's own expense, to employ any assistants or employees that Contractor deems necessary to perform the services required of Contractor by this Agreement, and Warren County may not control, direct or supervise the Contractor's assistants or employees in the performance of those services. The services shall be performed at such time or times as may be agreed to by Warren County and Contractor.
2. *Term*. The term of this Agreement shall begin on January 1, 2022 and end on December 31, 2022, unless terminated sooner as provided for hereinafter. The term of this Agreement does not automatically renew. The parties acknowledge that is Agreement does not represent any promise of future contracts between Contractor and Warren County and that no such promises have been made.
3. *Fees and Expenses*. In consideration for the services to be performed by Contractor, Warren County agrees to pay compensation to Contractor as described on Schedule 2 attached hereto. The compensation is subject to modification by mutual written agreement of Warren County and Contractor. Unless otherwise set forth on Schedule 2, the compensation will be paid within 30 days after receipt of invoice by Warren County from Contractor during the term of this Agreement.
4. *Obligations of the Contractor*. Except as is specifically set forth in writing by the parties, Contractor shall supply all facilities, tools, equipment, instruments, supplies and other materials required to perform the services under this Agreement. Contractor agrees to provide workers' compensation insurance for Contractor (and Contractor's employees if Contractor elects to hire employees or agents). Contractor agrees to maintain a policy of professional or liability insurance in the minimum amount of \$1,000,000 aggregate and \$1,000,000 for each occurrence. to cover any negligent acts committed by Contractor or Contractor's employees or

agents during the performance of any duties under this Agreement, and to provide a Certificate of Liability Insurance to Warren County shown as a Certificate of Holder.

5. *Independent Contractor.* Warren County and Contractor expressly acknowledge and agree that the services to be provided by Contractor under this Agreement shall be performed as an independent contractor, and not as an agent or employee of Warren County. The parties expressly acknowledge and agree that with respect to any payments made to Contractor hereunder that Warren County will issue a form 1099-MISC to Contractor and Contractor will be solely responsible for its own income tax obligations, 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 Contractor; (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. Contractor also acknowledges that as an independent contractor, Contractor 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.

Contractor shall complete form w-9 [Request for Taxpayer Identification Number and Certification] attached hereto as Schedule 3 and return with this Agreement to Warren County.

6. *Liability.* Each party to this Agreement agrees to be solely responsible for any negligent acts or negligent omissions by or through itself, its agents, employees, and contracted servants, and each party further agrees to defend itself and themselves, and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

7. *Termination of Services.* This Agreement shall terminate upon the occurrence of any of the following events:

A. Completion of the term;

B. Warren County fails to pay Contractor any amount due hereunder within fourteen (14) days after notice from Contractor that the money is past due;

C. either party has materially defaulted in the performance of this Agreement, or materially breaches any of its provisions; or,

D. Upon thirty (30) days written notice by Contractor to Warren County; or, upon thirty (30) days written notice by Warren County to Contractor. Notice under this section may be without cause.

8. *Confidential Information.* During the term hereof and thereafter, Warren County may disclose to Contractor confidential and/or proprietary information (collectively, "Confidential Information"). Confidential Information at all times is the exclusive property of the Warren County and shall not be disclosed or used by Contractor for purposes other than performance of services provided for in this Agreement.

9. *Duty to Produce Public Records.* Contractor acknowledges that Warren County is subject to the Ohio Public Records Act and as a party in privity of contract with Warren County, Contractor may be required to and shall timely produce public records in response to a public records request. In the event Contractor receives a public records request from any one other than through Warren County, Contractor shall consult with Warren County before responding and shall provide Warren County with copies of all records produced.

10. *Mediation of Disputes.* In the event that any dispute or disagreement should arise with regard to any provision of this Agreement, the parties will first attempt to resolve such dispute or disagreement by good faith, informal negotiations. If such efforts are unsuccessful, such dispute may be decided by mediation so long as both parties agree in writing to mediation and which party will be responsible for the cost of the mediation. Such mediation will be governed by the laws of the State of Ohio and shall occur in Warren County, Ohio.

11. *Entire Agreement of the Parties; Modification.* This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for Warren County, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

12. *Severability.* The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

13. *Force Majeure.* If the performance of either party hereunder is delayed or prevented at any time due to circumstances beyond the control of the other, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of such party shall be excused for so long as the circumstance shall prevent such performance.

14. *Waiver.* No waiver by either party or 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 further or continuing waiver of any such breach or as a waiver of any breach of

any other provisions of this Agreement. The failure of either party at any time to require performance of any provision of the Agreement shall in no manner affect such party's right to enforce the same at a later time.

15. *Assignment.* Neither party may assign any of the rights or delegate any of the responsibilities under this Agreement unless otherwise expressly provided for herein or by separate written consent of the other party.

16. *Policy of Non-Discrimination.* Contractor agrees that all services which it provides under this Agreement shall be made available without consideration of race, color, gender, creed, disability, national origin or ability to pay, and shall ensure non-discrimination in employment on the basis of color, gender, creed, disability, age or national origin. Contractor shall comply with applicable provisions of applicable federal, state, and local statutes, rules and regulations, including any amendments thereto that may occur hereafter.

17. *Notice.* All notices, elections or other communications authorized, required or permitted under this agreement will be made in writing and will be deemed given when received by the party to whom such notice is sent. Notice may be given by (i) personal delivery requesting a signed receipt, (ii) overnight courier service, services prepaid (iii) U.S. certified mail, return receipt requested, postage prepaid, (iv) by fax transmission to the telephone numbers indicated below; or, (v) by email transmission to the email addresses indicated below.

Warren County:

Warren County Building & Zoning Dept.
Attn. Michelle Tegtmeier
406 Justice Drive
Lebanon, Ohio 45036
Ph. (513) 695-2653
Email: Michelle.Tegtmeier@co.warren.oh.us

With a copy to:

Warren County Prosecutor
Attn. Adam M. Nice, Asst. Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1325
Email: Adam.Nice@warrencountyprosecutor.com

Contractor:

The Preview Group, Inc.
Attn. SANDRA GANS

Address: 632 RACE ST.
City/State/Zip: CINCINNATI, OH 45202
Ph. (513) 621-2109
Email: sgans@preview-group.com

With a Copy To:

GREGORY NICHOLLS
Attn. _____
Address: 632 Race St.
Address: _____
City/State/Zip: Cynth, OH 45202
Ph. (513) 479-1909
Email: gnicholls@preview-group.com

18. *Governing Law & Venue.* This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio regardless of choice of law rules. In the event resolution of a dispute as provided in paragraph 10 is

unsuccessful or not agreed to by both parties, the venue for any and all disputes, interpretations, claims or causes of action of any kind shall be brought exclusively in the Warren County [Ohio] Court of Common Pleas, General Division (unless the parties mutually agree in writing to mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state or federal court. Should either party breach this exclusive venue provision, the breaching party shall pay the reasonable attorney's fees and court costs that the other party incurs relating to such action having to be removed to the Warren County [Ohio] Court of Common Pleas, General Division.

19. *Legal Binding.* Each party acknowledges that each has had a sufficient opportunity to read this entire document and have prior to signing it reviewed it with the assistance of legal counsel or have elected not to review it with the assistance of legal counsel, and further acknowledge each understands its contents and agrees to be bound by its terms.

20. *Execution by the Parties.*

WARREN COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COMMISSIONERS, on behalf of Warren County, has caused this Agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Board Resolution No. 22-0375, dated 3/15/22

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: [Signature]

NAME: Tom Grossmann

TITLE: President

DATE: 3/15/22

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Adam M. Nice, Asst. Prosecutor

Date: 3/8/22

CONTRACTOR:

IN EXECUTION WHEREOF, The Preview Group, Inc., has caused this Agreement to be executed by Gregory Nicholls, its Vice Pres., on the date stated below, pursuant to a corporate resolution authorizing such act.

THE PREVIEW GROUP, INC.

SIGNATURE: _____

Gregory Nicholls

PRINTED NAME: _____

Gregory N. Nicholls

DATE: March 3, 2022

Signature of Witness

Printed Name of Witness

Attachments:

- Schedule 1 – Licensure and Certification, and Scope of Work
- Schedule 2 – Fee and Expenses
- Schedule 3 – IRS form w9

Schedule 1

Licensure and Certification, & Scope of Work

LICENSURE AND CERTIFICATION REQUIREMENTS:

1. Master Plans Examiner Certification by State of Ohio Board of Building Standards.
2. Ohio driver's license.

SCOPE OF WORK:

1. Examines plans assigned by Chief Building Official or his designee for compliance with the Residential Code of Ohio and the Ohio Building Code with all Referenced Standards.
2. Maintains all required certificate(s) and license(s).
3. Follows all safety and health practices..
4. Stay current with new products introduced into the construction industry and knowledge of the approval process.



Schedule 2

Fee Category and Rate

The following fee for the work outlined in Schedule 1 will be based upon actual time expended at the following billing rates:

Fee Category	Rate
Professional AHJ Plan Review consulting services	\$ 120.00 per hour

These fees do not include any related reimbursable expenses.

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for basic and additional services and include actual expenditures made by the firm or its professional consultants in the interest of the services provided (e.g., travel expenses, reproduction charges, overnight shipping costs, etc.). All reimbursable expenses are billed at cost. Automobile travel, unless other arrangements are made, is charged at time spent.

Services Not In Scope

This proposal does not include services related to variances, equivalencies or appeals, which includes time associated with the research, the preparation of documents, or the presentation of documents associated with items requiring a variance.

ALT Services Not in Scope

Any time for services not included in the Scope of Services above will be considered as Add Services, and be billed at the hourly rate listed above, unless an alternative billing arrangement is made.

Additional Services

Should consultants or subcontractors be required for the project, consultant or subcontractor fees will be billed at cost.

The Preview Group, Inc.

632 Race Street | Cincinnati, OH 45202
Tel 513.621.2109 | Fax 513.621.7297

2765 Prince Street | Berkeley, CA 94705
Tel/Fax 510.547.7748

www.preview-group.com
info@preview-group.com

Resolution

Number 22-0376

Adopted Date March 15, 2022

AUTHORIZE THE PARTIAL RELEASE OF RETAINAGE IN THE PETERSON CONSTRUCTION COMPANY ESCROW ACCOUNT FOR THE FRANKLIN AREA WATER SOFTENING PROJECT

WHEREAS, pursuant to Resolution 20-1155, this Board of County Commissioners authorized the President of the Board to sign corporate resolutions with 1st National Bank in Lebanon, Ohio to open and make withdrawals on accounts for retainage held on Water and Sewer Contracts; and

WHEREAS, Peterson Construction Company opened an escrow account with 1st National Bank of Lebanon, Ohio for the deposition of retainage amounts held on the construction contract of the Franklin Area Water Softening Project; and

WHEREAS, the County has deposited the requisite funds into said escrow account, the sum total of which amounts to the maximum allowable 4% (8% of the first 50% of completed Labor and Materials costs) of the original contract price or \$523,000.00; and

WHEREAS, Peterson Construction Company has completed approximately 99.6 % of the remaining Contract work, and is requesting release of \$473,000.00 (approximately 90% of retained funds) leaving a current balance of \$50,908.41 (\$908.41 of which is accrued interest) in the escrow account; and

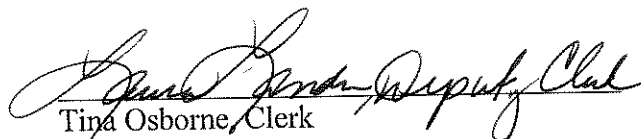
NOW THEREFORE, BE IT RESOLVED to direct the President of the Board to authorize a withdrawal from the said escrow account for Peterson Construction Company in the amount of \$473,000.00.

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
c/a—Peterson Construction Co.

Water/Sewer (file)
c/a—1st National Bank

APPLICATION FOR PAYMENT

Payment Schedule

PAYMENT TO: Peterson Construction Company
PO Box 2058
Wapakoneta, OH 45895

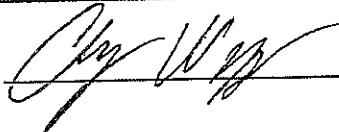
INVOICE AMOUNT: **\$509,029.00**
P.O. No.: 20002328
VENDOR No.: 975
FUND No.: 55833200-5320
INVOICE PERIOD: Through February 2021
PROJECT: Franklin Area WTP Membrane
Invoice Number: 18

Invoice	Payment Amount	Retainage Balance	Inurred	% Billed	Received	Approved
1	\$564,428.28	\$49,080.72	\$613,509.00	4%	25-Sep-20	29-Sep-20
2	\$668,703.84	\$107,228.88	\$1,340,361.00	10%	23-Oct-20	26-Oct-20
3	\$860,384.00	\$182,044.88	\$2,275,561.00	16%	25-Nov-20	1-Dec-20
4	\$888,869.96	\$259,337.92	\$3,241,724.00	23%	23-Dec-20	24-Dec-20
5	\$291,345.60	\$284,672.32	\$3,558,404.00	26%	22-Jan-21	22-Jan-21
6	\$186,270.00	\$302,412.32	\$3,762,414.00	27%	23-Feb-21	25-Feb-21
6 (Revised)	\$17,740.00	\$302,412.32	\$3,780,154.00	27%	21-Feb-21	22-Mar-21
7	\$838,690.40	\$375,341.92	\$4,691,774.00	34%	24-Mar-21	25-Mar-21
8	\$459,986.20	\$415,340.72	\$5,191,759.00	38%	22-Apr-21	23-Apr-21
9	\$2,383,125.72	\$523,000.00	\$7,682,544.00	56%	20-May-21	21-May-21
10	\$1,484,339.00	\$523,000.00	\$9,166,883.00	66%	21-Jun-21	1-Jul-21
11	\$1,168,696.00	\$523,000.00	\$10,335,579.00	75%	20-Jul-21	26-Jul-21
12	\$926,813.00	\$523,000.00	\$11,262,392.00	82%	23-Aug-21	30-Aug-21
13	\$824,317.00	\$523,000.00	\$12,086,709.00	88%	20-Sep-21	23-Sep-21
14	\$717,036.00	\$523,000.00	\$12,803,745.00	93%	15-Oct-21	18-Oct-21
15	\$440,423.00	\$523,000.00	\$13,244,168.00	96%	19-Nov-21	6-Dec-21
16	\$176,185.00	\$523,000.00	\$13,420,353.00	97%	14-Dec-21	23-Dec-21
17	\$280,595.00	\$523,000.00	\$13,700,948.00	99%	1-Mar-22	1-Mar-22
18	\$509,029.00	\$50,000.00	\$13,736,977.00	100% 99.2	25-Feb-22	2-Mar-22

Contract:	\$13,075,000
Chage Order 1	(\$116,675)
Chage Order 2	\$701,574
Chage Order 3	\$136,407
Upper Limit	\$13,796,306

COMMENTS: PAY APP #18, PAYMENT = \$36,029 OFF PO# 20002328, RELEASE \$473,000 FROM RETAINAGE

SIGNED: _____



DATE: _____

3/2/22

SUPPORT DOCUMENTATION ATTACHED

YES

NO

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OH 45036

PROJECT: FRANKLIN WTP

APPLICATION NO.: 18
PERIOD TO: 2/28/2022
PROJECT NOS.:

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR:
PETERSON CONSTRUCTION COMPANY
P.O. BOX 2058
WAPAKONETA, OHIO 45895

VIA ENGINEER:

CONTRACT DATE:

CONTRACT FOR: GENERAL TRADES CONTRACT

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	.....	\$	<u>13,075,000.00</u>
2. Net change by Change Orders	.....	\$	<u>721,306.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	.....	\$	<u>13,796,306.00</u>
4. TOTAL COMPLETED & STORED TO DATE (COLUMN G ON G703)	.....	\$	<u>13,736,977.00</u>
5. RETAINAGE:			
a. 8% to 50% % of Completed Labor & Material	\$	<u>50,000.00</u>	HOLD Reduced to fixed amount per agreement with Owner
b. 8% % of Stored Material (Column F on G703)	\$	<u>0.00</u>	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	.....	\$	<u>50,000.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	.....	\$	<u>13,686,977.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	.....	\$	<u>13,177,948.00</u>
8. CURRENT PAYMENT DUE	.....	\$	<u>509,029.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>109,329.00</u>	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous month by Owner	701,574.00	0.00
Total approved this Month	136,407.00	116,975.00
Totals	837,981.00	116,975.00
NET CHANGES by Change Order		721,306.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: PETERSON CONSTRUCTION COMPANY

By: [Signature] Date: 2/25/2022
Robert Knapke, Vice President

State of: Ohio
County of: Auglaize
Subscribed and sworn to before me this 25th day of February, 2022



CHERYL GOETZ
Notary Public, State of Ohio
My Commission Expires 7-30-2024

Notary Public:
My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 509,029.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: AECOM [Signature] Date: 02/25/22

By: This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER: [Signature] Date: 3/15/22

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0377

Adopted Date March 15, 2022

DECLARE VARIOUS ITEMS WITHIN BOARD OF ELECTIONS, BUILDING & ZONING, CHILD SUPPORT ENFORCEMENT, DRUG TASK FORCE, FACILITIES MANAGEMENT, HUMAN SERVICES, JUVENILE, RECORDER'S OFFICE, TELECOMMUNICATIONS, AND VETERANS OFFICE; AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

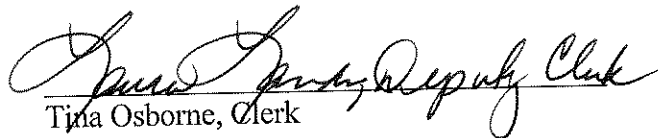
BE IT RESOLVED, to authorize disposal of various items from Board of Elections, Building & Zoning, Child Support Enforcement, Drug Task Force, Facilities Management, Human Services, Juvenile, Recorder's Office, Telecommunications, and Veterans Office in accordance with the Ohio Revised Code; list of said items 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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tg

cc: 2022 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

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Search Auctions

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



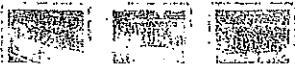
Plastic Carrying Case with Handle

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE210024


Plastic Carrying Case with Handle. 27 Total.

[? Questions and Answers](#)


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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" 



Mail Organizer

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
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Used/See Description	Office Equipment/Supplies	BOE210023
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Large Mail Organizers for an office.

? Questions and Answers

There are currently no questions posted for this asset.

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Mail Organizer

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BOE210022

Large Mail Organizers for an office.

? Questions and Answers


There are currently no questions posted for this asset.

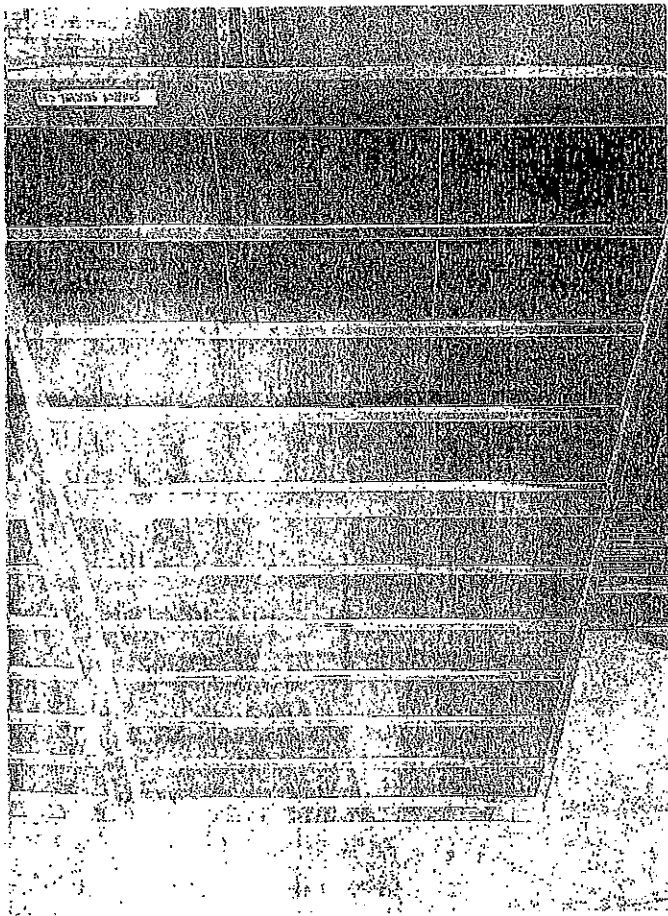
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" 



Mail Organizer

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
-----------	----------	--------------

Used/See Description	Office Equipment/Supplies	BOE210021
----------------------	---------------------------	-----------

Large Mail Organizers for an office.

? Questions and Answers

There are currently no questions posted for this asset.

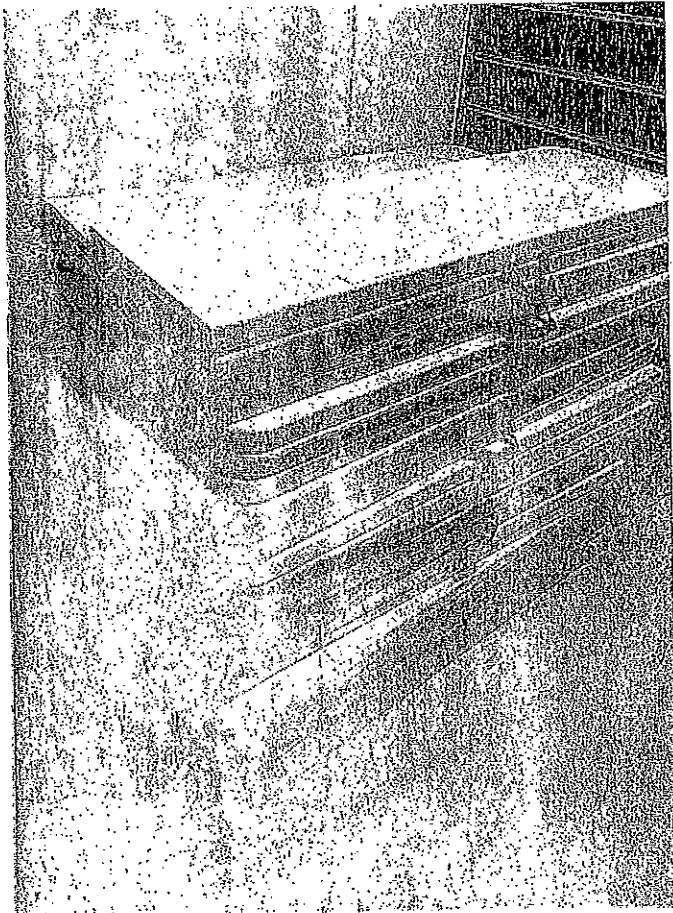
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Search Auctions

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



Voting Booth Folding Tables

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE210020

Folding Tables that were used as Voting Booths.
There are 21 tables total.

? Questions and Answers

There are currently no questions posted for this asset.

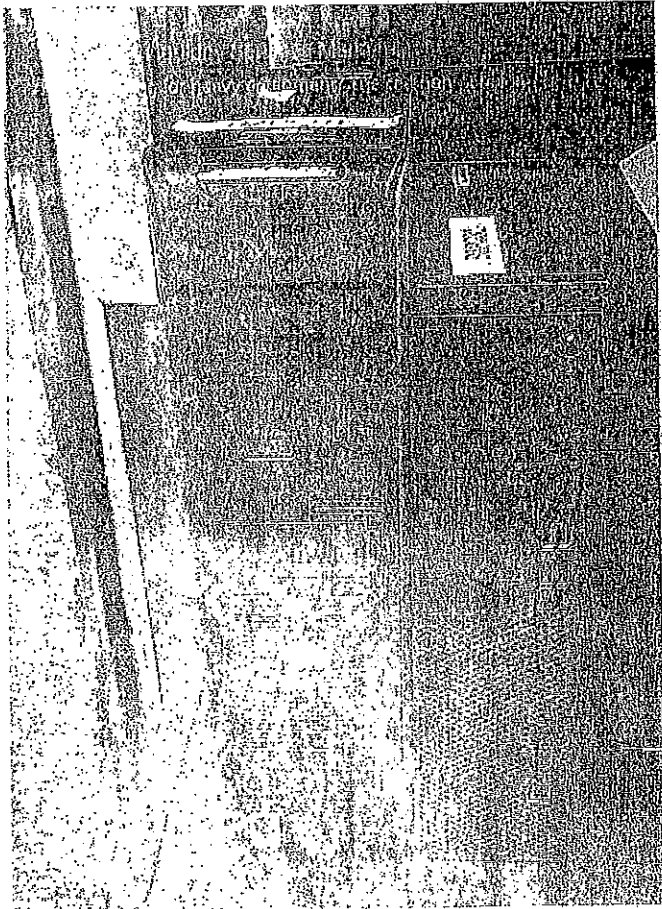
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OFFICE EQUIPMENT AND SUPPLIES

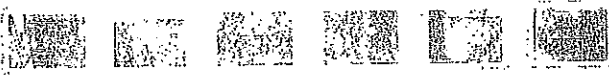
Auction Ends ET

Starting Bid \$0.00

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Quantity	Condition	Category	Inventory ID
Lot 1	Used See Description	Office Equipment/Supplies	BLD22001

1 PC DELL, 1 PC HP, CENTRE 2 COMPUTER MONITOR STANDS, 1 MONITOR (BAD), 1 OFFICE SUPPLY ORGANIZER, 2 PHONE STANDS, 16- 8 1/2x11 PICTURE FRAMES, KODAK SCANNER- SCANMATE (SCANS BLACK LINE DOWN THE MIDDLE OF PAGE), 1 STAPLER, 3 COAT HANGERS

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VGA & USB ab 3.0 CABLES

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Description	Category	Inventory ID
Lot 1	VGA and USB description	Computer accessories	CSE2261

Lot 1 of VGA and USB ab 3.0 cables. Most are unused.

? Questions and Answers

There are currently no questions posted for this asset.

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2013 Kia Optima SX

Auction Ends ET

Starting Bid \$0.00

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2013	Kia	Optima	5XXGR4A61DG233940	84,112 (Accurate?:)	No Title Restriction
Condition	Category		Inventory ID		
Used/See Description	Automobiles		DTF22921		

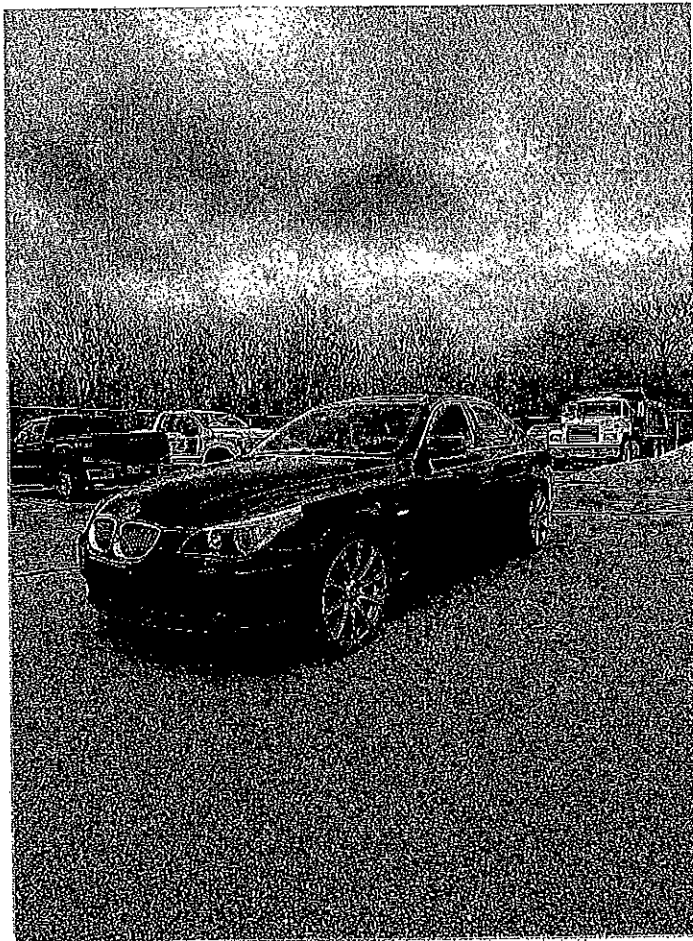
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



2007 BMW 5-Series 530i

Auction Ends **ET**

Starting Bid **\$0.00**

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Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2007	BMW	5-Series	WBANE73587CM54851	158,067 (Accurate?: Unknown)	No Title Restriction
Condition	Category	Inventory ID			
Used/See Description	Automobiles	DTF22922			

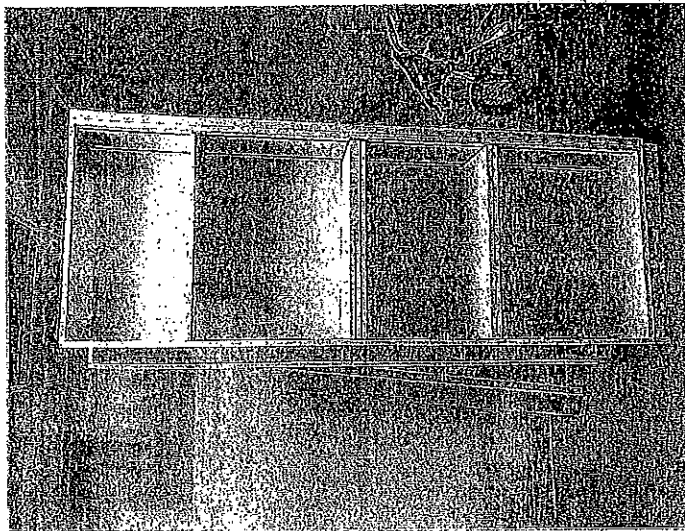
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



3 WALL MOUNT CABINETS

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220133

3 WALL MOUNT CABINETS 86 INCHES TALL X 29 1/2 WIDE X 10 1/2 INCH DEEP

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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[Advanced Search](#)

2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



SKID OF RATAINING STONE WALL

Auction Ends ET

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220132

SKID OF RETAINING STONE WALL

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

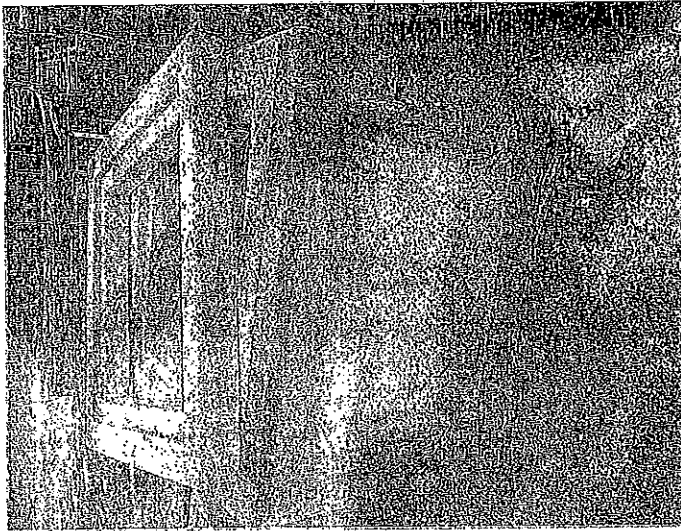
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



RISER BLOCK

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220131

RISER BLOCK

APPROX 36 1/2 INCH SQUARE

2 PIECES APPROX 34 INCHES TALL

*** BUY WILL HAVE TO PROVIDE PICKUP FOR ITEM ***

? Questions and Answers

There are currently no questions posted for this asset.


» Seller Information

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GovDeals[®]

A Liquidity Services Marketplace

[Advanced Search](#)

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MOVIE SCREEN & DRY ERASE BOARD

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220130

DRY ERASE BOARD -- 60 1/2 INCHES WIDE X 48 1/2 INCHES TALL MOVIE SCREEN (MOUNTS TO WALL) -- 83 INCHES WIDE X 66 INCHES LONG

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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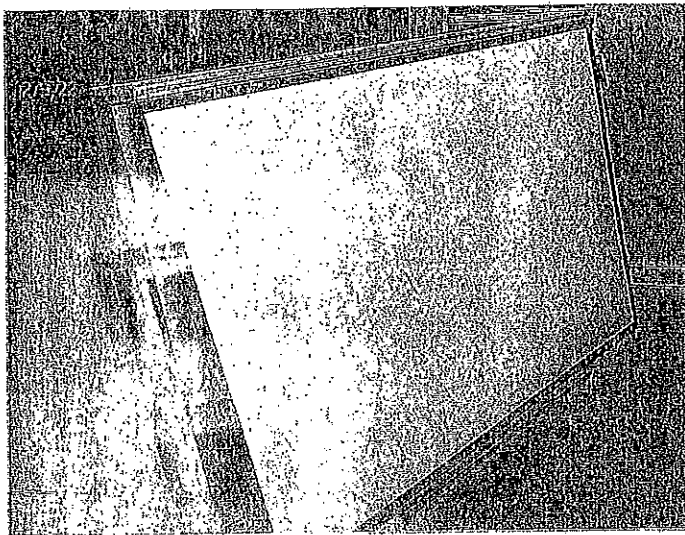


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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



LOT OF 4 DRY ERASE BOARDS

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220129

LOT OF 4 DRY ERASE BOARDS
 1-120 3/4" LONG X 48 1/2 INCHES TALL 3-APPROX 6 FOOT WIDE X 49 INCHES TALL

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H"



LIMESTONE

Auction Ends **ET**
Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220128

LIMESTONE 5-SKIDS OF VARIOUS SIZES

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H"



2 - COMPUTER DESK

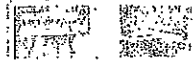
Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC220127

2 COMPUTER DESK
1 SMALL 1 WITH ATTACHED CABINETS AND FILE DRAWERS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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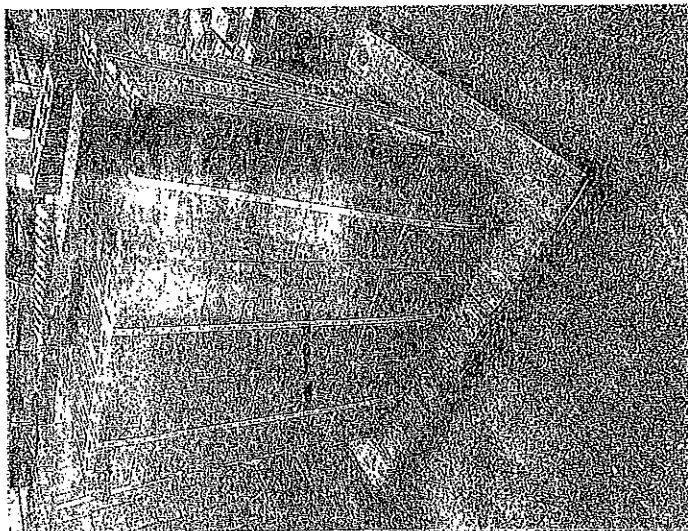
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



BRICKS - 10 SKIDS OF UTILITY BRICK

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220126

BRICKS - 10 SKIDS OF UTILITY BRICK

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H"



CHAIRS - 10 ASSORTED OFFICE CHAIRS

Auction Ends	ET
--------------	----

Starting Bid	\$0.00
--------------	--------

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220125

CHAIRS - 10 ASSORTED OFFICE CHAIRS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



4 PERSON SS SEAT AND TABLE TOP #9

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220108

4 PERSON SS SEAT AND TABLE TOP

? Questions and Answers

There are currently no questions posted for this asset.

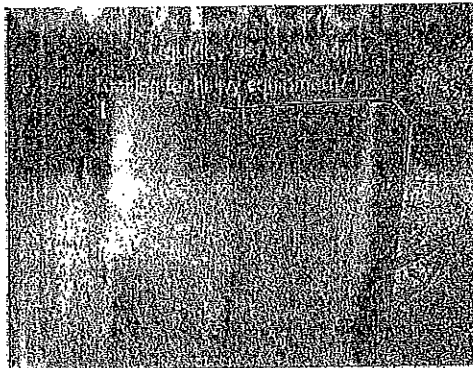
» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



LOT OF 4 HEAVY INSTITUTIONAL BLUE CHAIRS #24

Auction Ends	ET
Starting Bid	\$0.00

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220123

LOT OF 4 HEAVY INSTITUTIONAL BLUE CHAIRS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

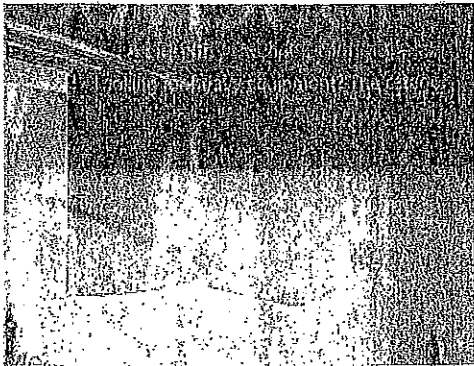
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H"



LOT OF 4 HEAVY INSTITUTIONAL BLUE CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220122

LOT OF 4 HEAVY INSTITUTIONAL BLUE CHAIRS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

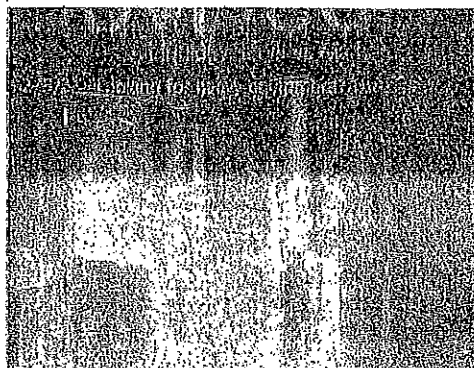
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



LOT OF 4 HEAVY INSTITUTIONAL BLUE CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220121

LOT OF 4 HEAVY INSTITUTIONAL BLUE CHAIRS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

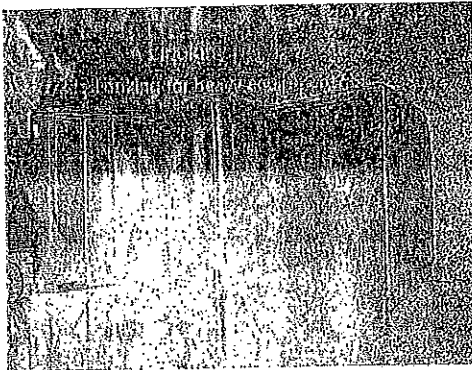
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



**LOT OF 5 BLUE
INSTITUTIONAL CHAIRS
WITH SINGLE OTTOMAN
#21**

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220120

LOT OF 5 BLUE INSTITUTIONAL CHAIRS WITH SINGLE OTTOMAN

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

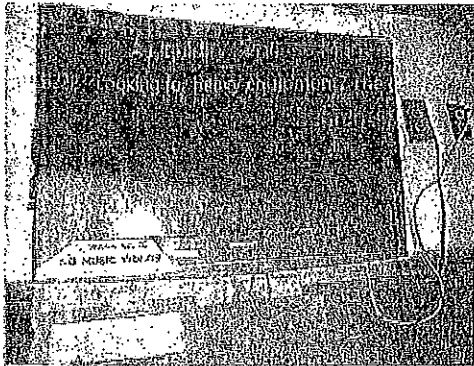
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



SMALL EMERSON TV #20

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Audio/Visual Equipment	FAC220119

SMALL EMERSON TV

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

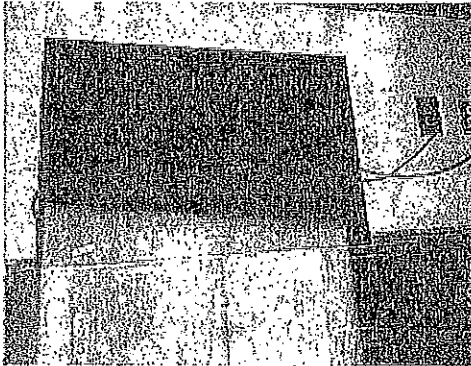
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



SMALL MAGNAVOX TV

#19

Auction Ends ET

Starting Bid \$0.00

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Audio/Visual Equipment	FAC220118

SMALL MAGNAVOX TV

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

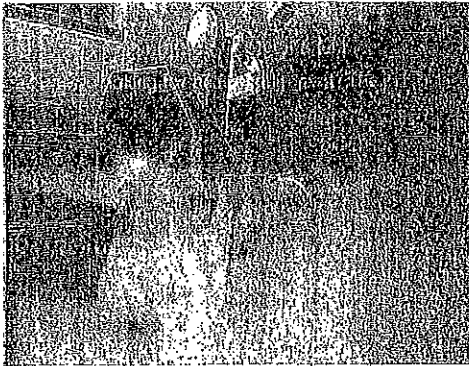
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



4 PERSON SS SEAT AND TABLE TOP #18

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220117

4 PERSON SS SEAT AND TABLE TOP #18

? Questions and Answers

There are currently no questions posted for this asset.

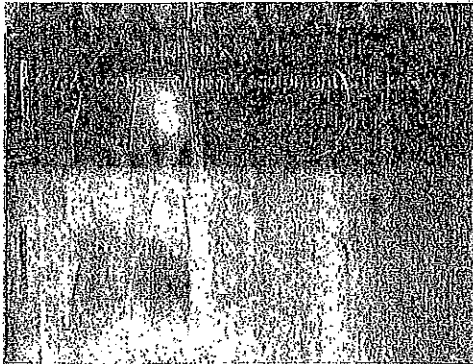
» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



4 PERSON SS SEAT AND TABLE TOP #17

Auction Ends ET
Starting Bid \$0.00

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220116

4 PERSON SS SEAT AND TABLE TOP #17

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H"



4 PERSON SS SEAT AND TABLE TOP #16

Auction Ends ET
Starting Bid \$0.00

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220115

4 PERSON SS SEAT AND TABLE TOP #16

? Questions and Answers

There are currently no questions posted for this asset.

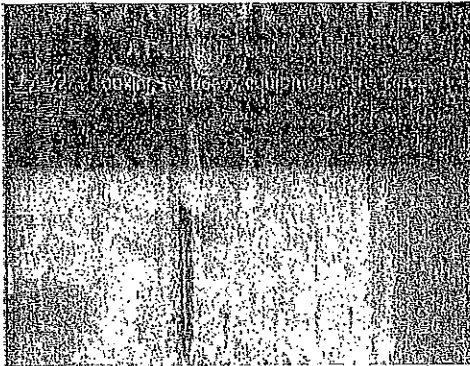
» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



4 PERSON SS SEAT AND TABLE TOP #15

Auction Ends ET

Starting Bid \$0.00

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220114

4 PERSON SS SEAT AND TABLE TOP (#15)

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

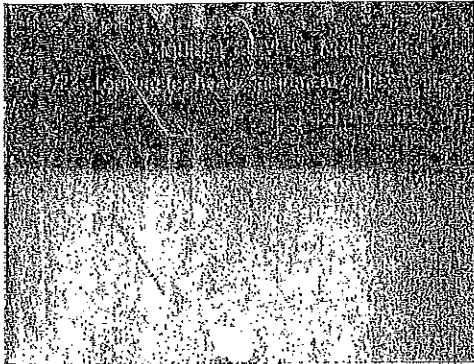
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H"



4 PERSON SS SEAT AND TABLE TOP #13

Auction Ends	ET
Starting Bid	\$0.00

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220112

4 PERSON SS SEAT AND TABLE TOP (#13)

? Questions and Answers

There are currently no questions posted for this asset.

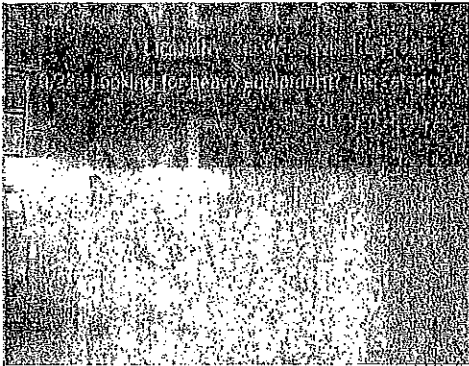
» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



4 PERSON SS SEAT AND TABLE TOP #11

Auction Ends **ET**
Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220110

4 PERSON SS SEAT AND TABLE TOP (#11)

? Questions and Answers

There are currently no questions posted for this asset.

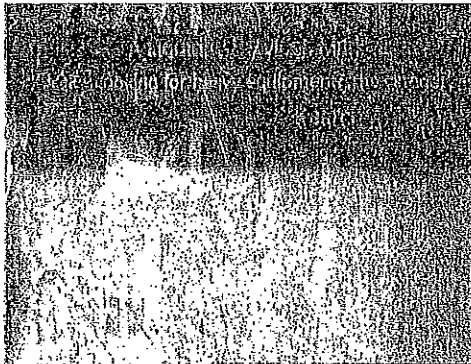
» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



4 PERSON SS SEAT AND TABLE TOP #10

Auction Ends	ET
Starting Bid	\$0.00
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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220109

4 PERSON SS SEAT AND TABLE TOP (#10)

? Questions and Answers

There are currently no questions posted for this asset.

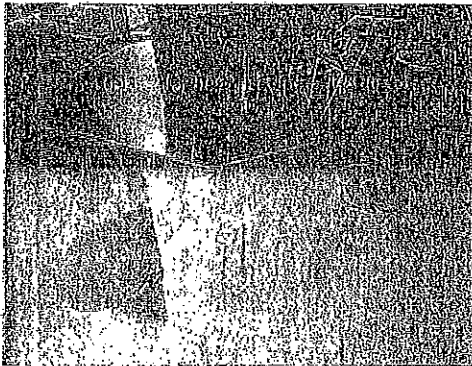
» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



4 PERSON SS SEAT AND TABLE TOP #8

Auction Ends ET
Starting Bid \$0.00

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220107

4 PERSON SS SEAT AND TABLE TOP #8

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

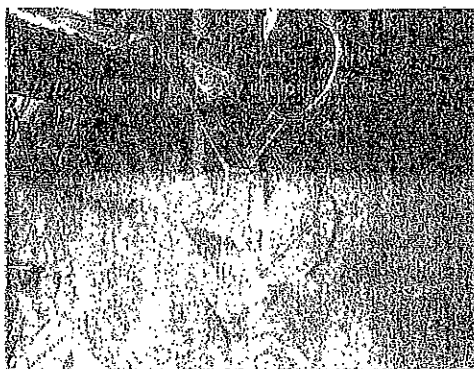
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



4 PERSON SS SEAT AND TABLE TOP #7

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220106

4 PERSON SS SEAT AND TABLE TOP #7

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



HAIER MINI FRIDGE #6

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220105

HAIER MINI FRIDGE #6

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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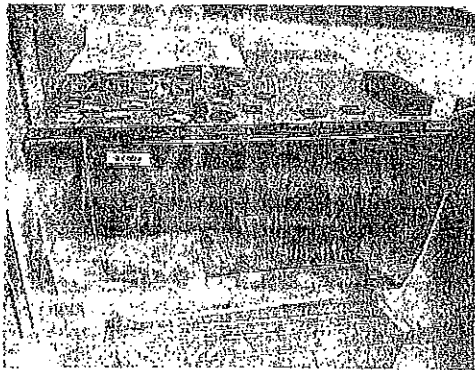
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



SHARP MICROWAVE #5

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220104

SHARP MICROWAVE #5

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



OFFICE CHAIR #4

Auction Ends ET

Starting Bid \$0.00

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220103

OFFICE CHAIR #4

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



LOT OF 5 BLUE PLASTIC CHAIRS #3

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220102

LOT OF 5 BLUE PLASTIC CHAIR #3

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



GAMING TABLE #2

Auction Ends **ET**
Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220101

GAMING TABLE #2
CONDITION: UNKNOWN

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

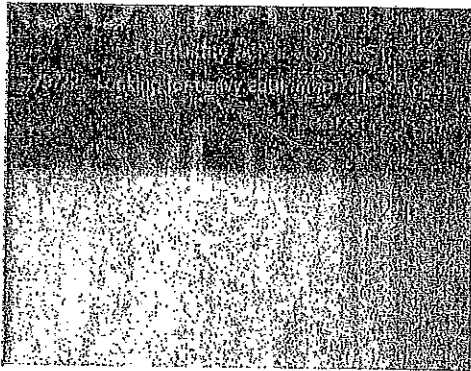
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



GAMING TABLE #1

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC220100

GAMING TABLE #1
CONDITION: UNKNOWN

? Questions and Answers

There are currently no questions posted for this asset.

» [Seller Information](#)

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



Lot of 12 Damaged Chairs

Auction Ends ET

Starting Bid **\$0.00**

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0 visitors



Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Furniture/Furnishings	HUM22001

Lot of 12 Damaged office chairs. All chairs are either damaged or stained.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



5 Dell towers, assorted computer accessories, printer

Auction Ends	ET
Starting Bid	\$0.00

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers: Desktops and All-In-Ones	REC22001

5 5 Dell computer towers w/o hard drives w/ power cords; 3 mice with computer power cords; 3 keyboards; 3 vga male- vga male cables; 1 dvi-d single link male; 1 wireless Phone Headset w/ base; 3 computer power cords; 9 ethernet Cables; 2 telephone cables; 1 hdmi cable; 3 usb a-usb b cables; 1 dvi-a male/vga female adapter; 4 monitors (3 dell 1 hp) with misc wires attached; 1 printer; 11 various brands keyboards; 8 various brand mice; 1 attachable monitor speaker

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

GovDeals[®]

A Liquidity Services Marketplace

[Advanced Search](#)

2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



4 chairs, 2 lamps, 3 coat racks

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Furniture/Furnishings	REC22002

Four black office chairs; two desk lamps (one black, one silver), three black metal coat racks

? Questions and Answers

There are currently no questions posted for this asset.

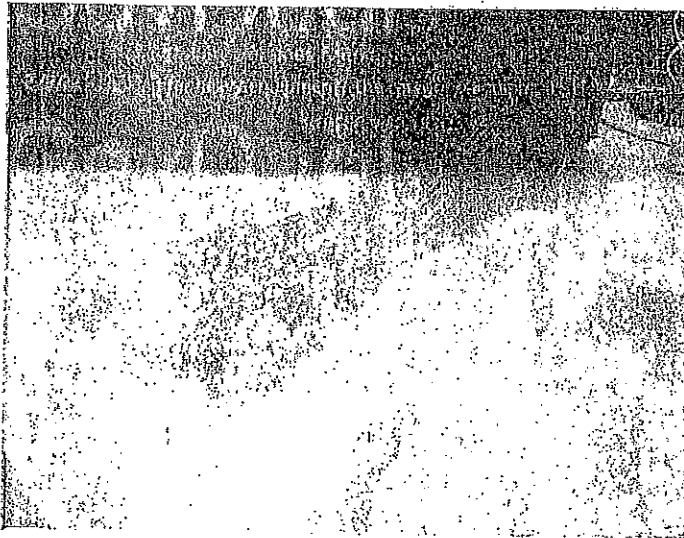
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.



Search Auctions

[Advanced Search](#)

2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



53 VGA CABLES

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial
VGA	VGA CABLES	NA

Quantity	Condition	Category	Inventory ID
Lot 1	used see Description	Computers, Parts, and Supplies	TEL22011

53 Assorted VGA cables working condition

? Questions and Answers

There are currently no questions posted for this asset.

» Seller information

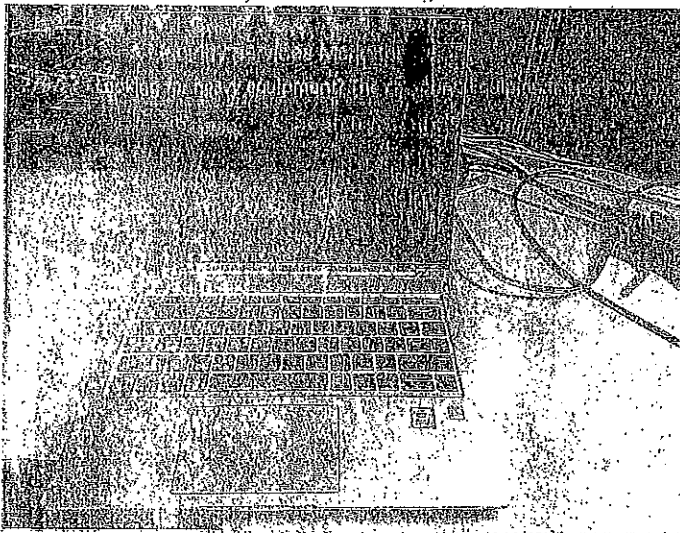
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



HP PROBOOK 430G6

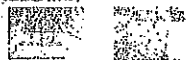
Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial
HP	PROBOOK 430G6	5CD9237YGR
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	TEL22010

CPU overheating problem (CPU fan was replaced) NO SSD or M.2

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

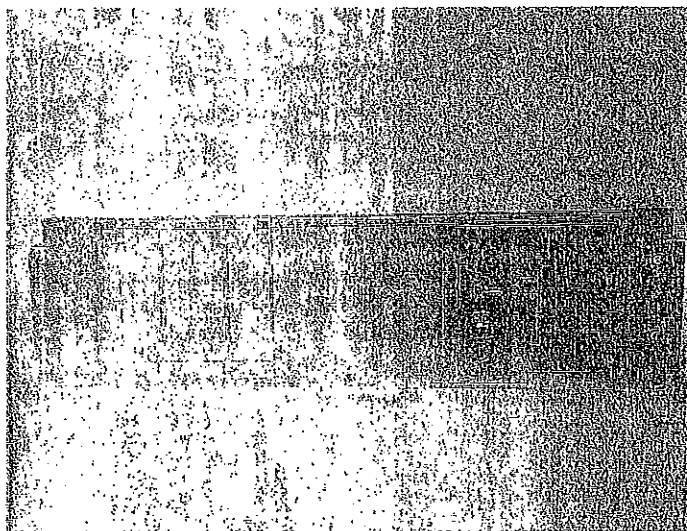
GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.



Search Auctions

[Advanced Search](#)

2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy./ Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



Ball - Efratom Modular System

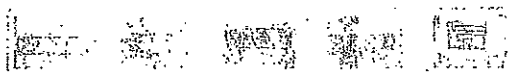
Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial
Ball - Efratom	808-400-20	038
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	TEL22002

Modular System working condition unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

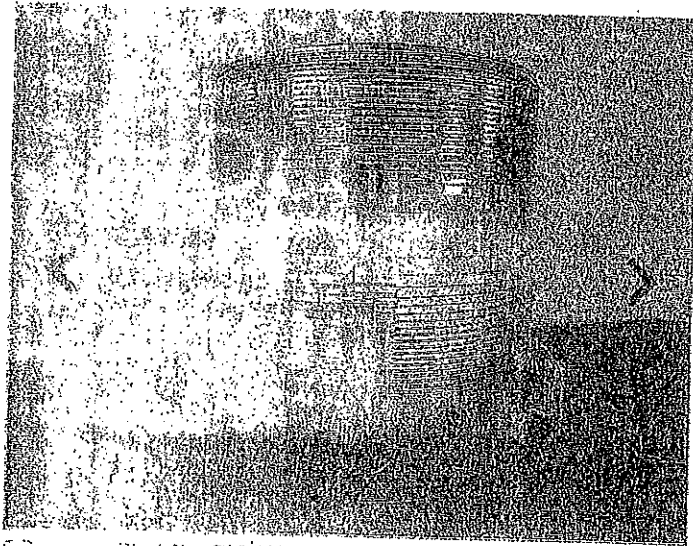
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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



ElectroFlash Tower Light

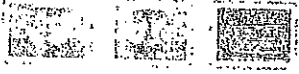
Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial
Flash Technology	ElectroFlash FH 306-2	148711
Condition	Category	Inventory ID
Used/See Description	Public Utility Equipment	TEL22004

Flash Technology Tower Light working condition unknown

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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2/9/22 - Looking for heavy equipment? The category "Equipment, Heavy / Construction" has been renamed to Heavy Equipment and Construction and is now listed under "H" ✕



2015 Dodge Grand Caravan SXT

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



[More Photos](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
2015	Dodge	Grand Caravan	2C4RDGCG7FR623305	148,050	No Title Restriction
Condition		Contribute to Ukraine Relief Join our ongoing efforts to help displaced people in need.		DONATE Category	Inventory ID
Used/See Description		Automobiles		VET22920	

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0378

Adopted Date March 15, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/8/22 and 3/10/22, 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:

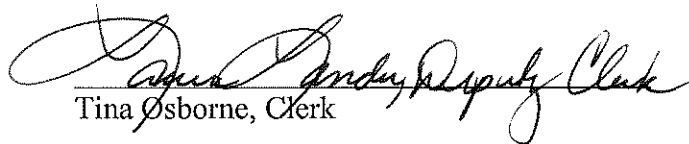
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor ✓

Resolution

Number 22-0379

Adopted Date March 15, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH THE DREES COMPANY, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION SIX, PHASE C, SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

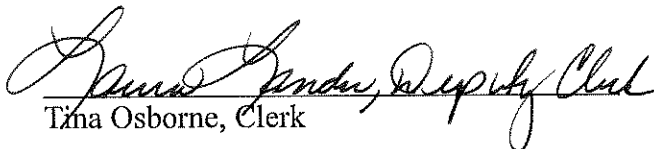
Bond Number	:	22-010 (W/S)
Development	:	Shaker Run, Section Six, Phase C
Developer	:	The Drees Company
Township	:	Turtlecreek
Amount	:	\$11,374.00
Surety Company	:	Liberty Mutual Insurance Company (No. 285068253)

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: The Drees Co., Attn: Jeff Hebler, 211 Grandview Drive, Ft. Mitchell, KY 41017
Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.
22-010 (W/S)
Bond No. 285068253

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run
Subdivision, Section/Phase^{Sec Six, Ph C}(3) (hereinafter the "Subdivision") situated in
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$113,740.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$0.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$11,374.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

The Drees Company

Att: Jeff Hebler

211 Grandview Drive

Ft. Mitchell, KY 41017

Ph. (859) 578 - 4323

D. To the Surety:

Liberty Mutual Insurance Company

Attn: Claims

175 Berkeley Street

Boston, MA 02116

Ph. (800) 290 - 7933

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

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

DEVELOPER: The Drees Company

SURETY: Liberty Mutual Insurance Company

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

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

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: JEFF HERBERT

PRINTED NAME: Ann Mullins

TITLE: Asst. Sec. Land

TITLE: Attorney in Fact

DATE: 2/1/22

DATE: January 31, 2022

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0379, dated 3/15/22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/15/22

RECOMMENDED BY:

By: Choy Burch
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Kerstin Arden
COUNTY PROSECUTOR

Key:

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

Effective Date: April 24, 1924

Expiration Date: April 1, 2022

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

(General)

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Accident & Health

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew-States Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets	Liabilities
Cash and Bank Deposits..... \$2,058,007,542	Unearned Premiums..... \$8,448,706,991
*Bonds — U.S Government..... 2,209,760,437	Reserve for Claims and Claims Expense..... 23,879,216,613
*Other Bonds..... 15,902,755,586	Funds Held Under Reinsurance Treaties..... 343,068,613
*Stocks..... 18,517,107,230	Reserve for Dividends to Policyholders 1,192,716
Real Estate..... 193,169,809	Additional Statutory Reserve..... 77,397,000
Agents' Balances or Uncollected Premiums..... 6,970,170,469	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 118,399,147	Other Liabilities 6,279,510,804
Other Admitted Assets..... 12,079,597,645	Total..... \$39,029,092,737
Total Admitted Assets..... <u>\$58,048,967,865</u>	Special Surplus Funds..... \$178,155,102
	Capital Stock..... 10,000,075
	Paid in Surplus..... 10,945,045,214
	Unassigned Surplus..... 7,886,674,737
	Surplus to Policyholders 19,019,875,128
	Total Liabilities and Surplus <u>\$58,048,967,865</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

TAMIKOLAJEWSKI

Assistant Secretary



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ann Mullins

all of the city of Chicago, state of Illinois each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such Instruments and to attach thereto the seal of the Corporation. When so executed, such Instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such Instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of January 2022



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Resolution

Number 22-0380

Adopted Date March 15, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION SIX, PHASE C SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	22-004 (P/S)
Development	:	Shaker Run, Section Six, Phase C
Developer	:	The Drees Company
Township	:	Turtlecreek
Amount	:	\$164,593.65
Surety Company	:	Liberty Mutual Insurance Company (285068254)

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.
22-004 (P/S)
Bond No. 285068254

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run
Subdivision, Section/Phase^{Sec Six, Ph C} (3) (hereinafter the "Subdivision") situated in
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$554,468.60,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$126,610.50; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$164,593.65 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$110,893.72 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

The Drees Company

Att: Jeff Hebel

211 Grandview Drive

Ft. Mitchell, KY 41017

Ph. (859) 578 - 4323

D. To the Surety:

Liberty Mutual Insurance Company

Attn: Claims

175 Berkeley Street

Boston, MA 02116

Ph. (800) 290 - 7933

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER: The Drees Company

SURETY: Liberty Mutual Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: JEFF AENECKER

PRINTED NAME: Ann Mullins

TITLE: Asst. Sec. Land

TITLE: Attorney in Fact

DATE: 2/1/22

DATE: January 31, 2022

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0380, dated 3/15/22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS


SIGNATURE: 

PRINTED NAME: Tom Grossmann

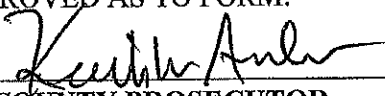
TITLE: President

DATE: 3/15/22

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Effective Date: April 24, 1924

Expiration Date: April 1, 2022

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

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

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets	Liabilities
Cash and Bank Deposits.....	Unearned Premiums.....
\$2,058,007,542	\$8,448,706,991
*Bonds — U.S Government.....	Reserve for Claims and Claims Expense.....
2,209,760,437	23,879,216,613
*Other Bonds.....	Funds Held Under Reinsurance Treaties.....
15,902,755,586	343,068,613
*Stocks.....	Reserve for Dividends to Policyholders
18,517,107,230	1,192,716
Real Estate.....	Additional Statutory Reserve.....
193,169,809	77,397,000
Agents' Balances or Uncollected Premiums.....	Reserve for Commissions, Taxes and
6,970,170,469	Other Liabilities
Accrued Interest and Rents.....	6,279,510,804
118,399,147	Total.....
Other Admitted Assets	\$39,029,092,737
12,079,597,645	Special Surplus Funds.....
	\$178,155,102
	Capital Stock.....
	10,000,075
	Paid in Surplus.....
	10,945,045,214
	Unassigned Surplus.....
	7,886,674,737
	Surplus to Policyholders
	19,019,875,128
Total Admitted Assets	Total Liabilities and Surplus
<u>\$58,048,967,865</u>	<u>\$58,048,967,865</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T. Mikolajewski

Assistant Secretary



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ann Mullins

all of the city of Chicago, state of Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of January, 2022



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Resolution

Number 22-0381

Adopted Date March 15, 2022

APPROVE VARIOUS RECORD PLATS

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

- Shaker Run Section Six, Phase C - Turtlecreek Township

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

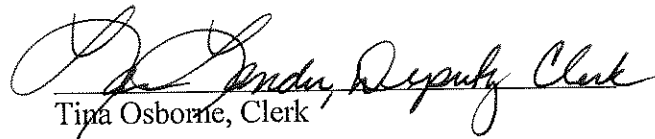
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tija Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 22-0382

Adopted Date March 15, 2022

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

BE IT RESOLVED, to approve the following operational transfer:


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

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

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

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer File
Engineer (file)

Resolution

Number 22-0383

Adopted Date March 15, 2022

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the first quarter of their 2022 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:

\$63,838.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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

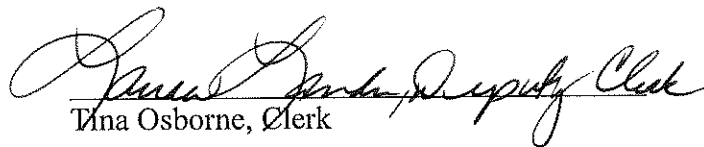
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
CSEA (file)
OMB

Resolution

Number 22-0384

Adopted Date March 15, 2022

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

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

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

\$ 12,284.33	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 426.06	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 12,224.05	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 2,417.44	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

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

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

Resolution

Number 22-0385

Adopted Date March 15, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO GRANTS FUND #2211

BE IT RESOLVED, in order to process adjustment of expense for a previously approved ARPA expense, it is necessary to approve the following supplemental appropriations within fund 2211:

\$6,500.00 into #22111110- 5317 (Fiscal Recovery – 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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Supplemental App. file
OGA (file)
OMB (file)

Resolution

Number 22-0386

Adopted Date March 15, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO THE AUDITOR'S REAL ESTATE
FUND 2237

BE IT RESOLVED, to approve the following supplemental appropriation:

1,900,000.00 into # 22371120-5400 (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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
 Supplemental App. file

Resolution

Number 22-0387

Adopted Date March 15, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COUNTY COURT FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into County Court #11011282 in order to process a vacation leave payout for Katelyn Burns former employee of County Court:


\$943.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011282-5882	(County Court - 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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)
OMB

Resolution

Number 22-0388

Adopted Date March 15, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office Fund #11012210 in order to process a vacation and sick leave payouts for Samantha Stickelman and Carolyn Duvelius former employees of the Juvenile Court:

\$14,845.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011240-5882 (Juvenile Court - Vacation Leave Payout)

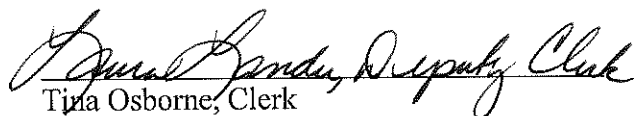
\$13,537.00 from #11011110-5881 (Commissioners - Vacation Leave Payout)
into #11011240-5881 (Juvenile Court - Vacation Leave Payout)

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tira Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile Court (file)
OMB

Resolution

Number 22-0389

Adopted Date March 15, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION CENTER FUND #11012600

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

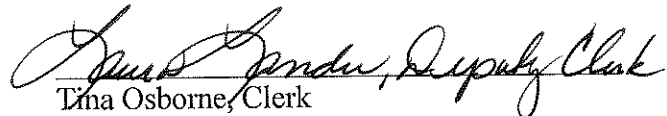
\$1,020.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(Juvenile Detention Center - Vacation Leave Payout)

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

Resolution

Number 22-0390

Adopted Date March 15, 2022

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

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office Fund #11012210 in order to process a vacation leave payout for Nicholas McSorley and Natalie Oldendick-Behymer former employee of the Sheriff's Office:

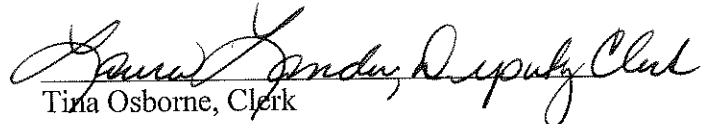
\$13,284.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012210-5882 (WCSO – Det. - Vacation Leave Payout)

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

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

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff (file)
OMB

Resolution

Number 22-0391

Adopted Date March 15, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services #11012850 in order to process vacation leave payouts for Samuel LeMaster and Sarah Haught former employees of Emergency Services:

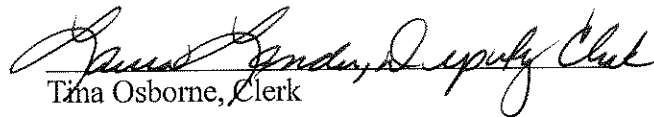
\$2,057.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(Emergency Services - Vacation Leave Payout)

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Emergency Services (file)
OMB

Resolution

Number 22-0392

Adopted Date March 15, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$120,000.00 from #11011600-5410 (Contracts BOCC Approved)
into #11011600-5430 (Fac Mgt Utilities)

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-0393

Adopted Date March 15, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$61,200.00 from #11011600-5410 (Contracts BOCC Approved)
into #11011600-5400 (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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-0394

Adopted Date March 15, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

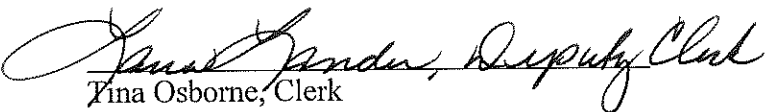
\$1,000.00 from #11012300-5910 (Other Expense)
into #11012300-5317 (Non-Capital Purchases)

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

Resolution

Number 22-0395

Adopted Date March 15, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc:

Commissioners' file

Department	Vendor Name	Description	Amount
WAT	POWERS & ASSOCIATES INC	SEW 5' DIAMETER METERING MANHO	\$ 19,250.00
TEL	MARKETING SALES SOLUTIONS INC	TEL RENEW INGATE ANNUAL SUPPOR	\$ 1,760.00
ENG	REQ BLANKET VENDOR	ENG. TEMP ENT AND WORK AGREEME	\$ 1.00
WIB	SHARON PARRY	WIB AREA 12 PROGRAM MONITORING	\$ 4,000.00
TEL	SECURE CYBER DEFENSE LLC	TEL SECURE CYBER DEFENCE FORTI	\$ 72,590.00

3/15/2022 APPROVED



Tiffany Zindel, County Administrator

Resolution

Number 22-0396

Adopted Date March 14, 2022

APPROVE THE USE OF THE WARREN COUNTY BOARD OF ELECTIONS CREDIT CARD TO BE USED FOR POSTAGE TO PAY FOR THE MAILING AND RETURN POSTAGE OF MILITARY AND OVERSEAS VOTING BALLOTS.

WHEREAS, the Warren County Board of Elections has been directed by SB 11 and Ohio Secretary of State Directive 2022-29 to pay for postage to mail and return ballots for military and overseas voters; and

WHEREAS, the Warren County Board of Election's Office County credit card per ORC 301.27 cannot be used for this expense which means an employee would have to use their personal credit card and then seek reimbursement; and

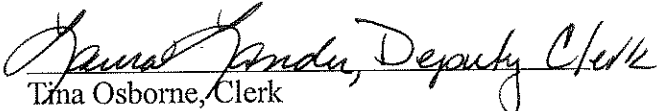
NOW THEREFORE BE IT RESOLVED, the BOCC approves a onetime exception, this Primary Election Cycle, for the Board of Elections to use their County Credit card to prepay postage on military and overseas ballots.

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Board of Elections (file)
Auditor's Office – D. Gray ✓

Resolution

Number 22-0397

Adopted Date March 15, 2022

APPROVE SITE PLAN REVIEW APPLICATION OF MARK BOWERS AND MICHEL LENIG IN UNION TOWNSHIP SUBJECT TO CERTAIN CONDITIONS

WHEREAS, this Board met this 15th day of March 2022, in the Commissioners' Meeting Room, to consider the Site Plan Review Application of Mark Bowers, Owner of Record, Michael Lenig, Applicant, in Union Township; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission, the Rural Zoning Department and all those present to give testimony regarding the site plan review application; and

NOW THEREFORE BE IT RESOLVED, to approve the Site Plan Review Application of Mark Bowers, Owner of Record, Michael Lenig, Applicant, in Union Township subject to the following conditions:

1. Compliance with the standards of the Warren County Rural Zoning Code; Section 1.303.3.
2. Prior to zoning permit approval, the applicant shall provide additional details on the site plan providing the following:
 - a. Proposed landscaping and location (as applicable).
 - b. Setback dimension from the center line of Mason-Morrow-Millgrove Rd.
 - c. Location and dimensions of the existing easements.
 - d. Location of the septic system.
 - e. A diagram that shows the height dimensions of the building; measured as illustrated in the Warren County Rural Zoning Code.
 - f. Parking location and dimensions of each parking space.
3. The applicant shall comply with the requirements of the Warren County Rural Zoning Code for the landscape buffer, Section 3.405(B) except as amended by the Board of County Commissioners.
4. The applicant shall provide information about the equipment that will be sheltered in the storage building and confirm that no toxic or hazardous substances will be stored in the building.
5. A signage permit shall be filled at the time of installation of the sign.
6. Prior to Zoning Permit approval, the applicant shall receive an access permit approval for the Warren County Engineer's Office for the new use (commercial use utilizing heavy equipment).

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 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RZC (file)
Applicant
Public Hearing file

Resolution

Number 22-0398

Adopted Date March 15, 2022

APPROVE APPEAL GRANTING VARIANCE OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF TURTLECREEK INVESTMENTS LLC IN TURTLECREEK TOWNSHIP SUBJECT TO CERTAIN CONDITIONS

WHEREAS, this Board met the 15th day of March 2022, to consider the form titled Request for Variance and Appeal of Conditions required for an Access Permit that had been filed on February 18, 2022, by the owners, Turtlecreek Investments LLC for access to 4850 Greentree Road for Parcel #08-25-100-003 and 08-25-100-001 in Turtlecreek Township; and

NOW THEREFORE BE IT RESOLVED, the Board makes the following conclusions of fact and decision.

A. CONCLUSIONS OF FACT.

A public hearing was held before the Board on March 15, 2022, after notice had been published in Today's Pulse of Lebanon and Mason newspaper on February 27, 2022, advertising the date, time, and purpose of the public hearing. Written notice had also been mailed to the Applicant and the Turtlecreek Township Board of Trustees on February 22, 2022. The meeting was called to order by Tom Grossmann, President of the Board, with both Commissioner Shannon Jones and Commissioner David G. Young also present.

The Warren County Engineer's designee, Assistant County Engineer Dave Mick, was sworn in and testified that the Applicant filed an appeal seeking a variance of the requirements in Section 401.6 of the Access Management Regulations because the Applicant's proposed subdivision entrance spacing from existing Meadow View Lane of approximately 425- Lin. Ft. being less than the 750 Lin. Ft. spacing required for a Major Collector Distributor in accordance with the Warren County Access Management Regulations, and the existing residential drive for 4875 Greentree Road located opposite and east of the Applicant's proposed subdivision entrance is made non-compliant with Section 401.6 of the same regulations with the construction of the Applicant's entrance. Mr. Mick presented, and the Board accepted as evidence to be made part of the record, the following exhibits:

- Summary Report
- Engineer's Office justification for denial of the Applicant's original request for an access permit
- Report provided by the Applicant's design engineer including justification for their variance request.
- Exhibit showing 425-Lin. Ft. spacing between the proposed access and Meadow View Lane.
- Exhibit showing Arthur Lane and the driveway for 4875 Greentree Road (Alexander).

- Exhibit showing the concept of a second access if desired by the owners of 4875 Greentree Road.

Etta Reed, Bayer Becker Engineers, was present on behalf of the Applicant.

B. DECISION.

After applying the applicable law, including without limitation the factors in Section 601.4, et seq. of the Access Management Regulations for a variance, to the testimony and documentary evidence presented during the hearing, the Board voted unanimously to grant the variance thereby allowing the County Engineer to grant a Permit for the requested access point subject to the following conditions:

1. Construct a right turn lane and restripe the existing center refuge lane for a left turn lane for the proposed access in accordance with the Traffic Impact Study for the development approved by the County Engineer.
2. Construct a second access for the residence located at 4875 Greentree Road approximately 190-Lin. Ft. west of the current driveway access acceptable to the County Engineer if requested by the owner(s) of 4875 Greentree Road prior to May 1, 2022.

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

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

Resolution adopted this 28th day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Engineer (file)
Public Hearing file
Applicant