

Resolution

Number 20-0947

Adopted Date July 07, 2020

HIRE BRANDON TIREY AS ALTERNATIVE RESPONSE CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Brandon Tirey as Alternative Response Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$16.30 per hour, under the Warren County Job and Family Services compensation plan, effective July 27, 2020, subject a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Brandon Tirey's Personnel file
OMB – Sue Spencer

Resolution

Number 20-0948

Adopted Date July 07, 2020

HIRE AMELIA JONES AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT


BE IT RESOLVED, to hire Amelia Jones as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.78 per hour, effective July 13, 2020 subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
A. Jones' Personnel file
OMB-Sue Spencer

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

Resolution

Number 20-0949

Adopted Date July 07, 2020

ACCEPT RESIGNATION OF KELSEY DAVIS, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE JUNE 26, 2020

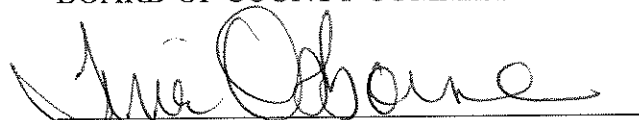
BE IT RESOLVED, to accept the resignation of Kelsey Davis, Emergency Communications Operator, within the Warren County Emergency Services Department, effective June 26, 2020.

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 20-0950

Adopted Date July 07, 2020

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY
JULY 9, 2020

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, July 9, 2020.

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

Resolution

Number 20-0951

Adopted Date July 07, 2020

ADVERTISE FOR BIDS FOR THE FY20 FRANKLIN TOWNSHIP GRANDVIEW PAVING CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY20 Franklin Township Grandview Paving CDBG Project to be funded under the County's Community Development Block Grant Program for the Warren County Office of Grants Administration; 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 July 19, 2020; bid opening to be August 4, 2020 @ 9:00 a.m.

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KHV

cc: OGA (file)
OMB Bid file

Resolution

Number 20-0952

Adopted Date July 07, 2020

WAIVE THE WATER TAP FEES FOR THE DEERFIELD TOWNSHIP PUBLIC PARKING LOT AT ROBERTS PARK.

WHEREAS, Deerfield Township, for the health and welfare of township and county residents, is constructing a public parking lot along Butler Warren Road that will provide access to the Roberts Park trail system; and

WHEREAS, the aforementioned improvement will include the construction of hose bids requiring water service from the Warren County Water and Sewer Department; and

WHEREAS, the Deerfield Township Trustees have requested the waiver of the water tap-in and non-participant fees for the project; and

WHEREAS, it is the desire of this Board to waive the aforementioned fees for the planned improvements; and

NOW THEREFORE BE IT RESOLVED:


1. That the water tap-in and non-participant fees and charges for the water service to the Deerfield Township Public Parking Lot at Roberts Park are hereby waived.
2. That the Deerfield Township Trustees shall be responsible for all costs associated with the construction of the water service from the County's existing water lines to the proposed facilities, including the purchase of the water meter.
3. That the installation of the water service lateral must be inspected by a representative of the Warren County Water and Sewer Department.
4. That once the improvements are completed and connected to the water system, Deerfield Township shall be responsible for all user fees and charges.

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)

Resolution

Number 20-0953

Adopted Date July 07, 2020

WAIVE THE WATER TAP FEES AND SEWER CONNECTION FEES FOR THE DEERFIELD TOWNSHIP FIRE STATION NO. 59

WHEREAS, Deerfield Township, for the health and welfare of township and county residents, is constructing Fire Station No. 59 at 3620 Butler Warren Road; and

WHEREAS, the aforementioned station will receive water and sewer service from the Warren County Water and Sewer Department; and

WHEREAS, the Deerfield Township Trustees have requested the waiver of the water tap-in and sewer connection and inspection fees; and

WHEREAS, it is the desire of this Board to waive the aforementioned fees for the planned improvements; and

NOW THEREFORE BE IT RESOLVED:


1. That the water tap-in, sewer connection, non-participant, and inspection fees and charges at the Deerfield Fire Station No. 59 are hereby waived.
2. That the Deerfield Township Trustees shall be responsible for all costs associated with the construction of the water and sewer service from the County's existing water lines and sanitary sewers to the proposed facilities.
3. That the installation of the water service and sanitary sewer laterals must be inspected by a representative of the Warren County Water and Sewer Department.
4. That once the Fire Station is completed and connected to the water and sanitary sewer systems, that Deerfield Township shall be responsible for all user fees and charges.

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)

Resolution

Number 20-0954

Adopted Date July 07, 2020

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH JASON C. AND CHRISTINE S. HILLER FOR THE BRIDGE REPLACEMENT PROJECT ON MORROW COZADDALE ROAD AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, in order to improve the safety of Morrow-Cozaddale 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 #17-22-251-005 located at 7787 Morrow Cozaddale Road, Morrow, OH 45152 which is owned by Jason C. & Christine S. Hiller, husband and wife, 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;

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. Realign any existing ditch or flow line to allow proper flow through new bridge.
4. Construct new bridge with wing walls.
5. Complete final grading of embankment and stream outside of the existing right of way.
6. 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

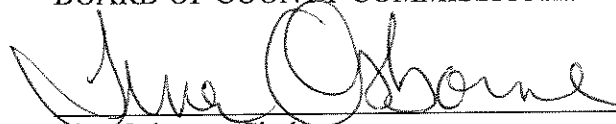
NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Jason C. & Christine S. Hiller, for the Morrow Cozaddale Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof and authorize County Administrator to sign documents relative thereto.

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Hiller Jason C. & Christine S.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Jason C. Hiller and Christine S. Hiller, husband and wife, whose tax mailing address is 7787 Morrow-Cozaddale Road, Morrow, Ohio 45152 (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 Morrow-Cozaddale Road 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 7787 Morrow-Cozaddale Road, Morrow, Ohio 45152, identified as Parcel #17-22-251-005. 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. Re-align any existing ditch or flow line to allow proper flow through new bridge.
4. Construct new bridge with wing walls.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. 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 Morrow-Cozaddale Road Bridge #43-3.35 Replacement Project or until December 31, 2020, whichever comes first.

AMN
CSH
JCH
JMB

Warren County will replace property per, if damaged.

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IN EXECUTION WHEREOF, Jason C. Hiller and Christine S. Hiller, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: *Jason C. Hiller*

Printed Name: Jason C. Hiller

Date: 6/19/2020

Signature: *Christine Hiller*

Printed Name: Christine S. Hiller

Date: June 19 2020

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 19th day of JUNE, 2020, 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 Jason C. Hiller and Christine S. Hiller, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



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

D. M. B.
Notary Public
My commission expires: 02/06/2022

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tiffany Zindel, its County Administrator on the date stated below, pursuant to Resolution Number 20-0954 dated 7/7/2020

Grantee: _____
Signature: Tiffany Zindel
Printed Name: Tiffany Zindel
Title: County Administrator
Date: 7/7/2020

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 7th day of July, 20 20 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tiffany Zindel, County Administrator of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorization her to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



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

Prepared by:
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

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

Resolution

Number 20-0955

Adopted Date July 07, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/30/20 and 7/2/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____

Resolution

Number 20-0956

Adopted Date July 07, 2020

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH ROY WARD FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR CHARLESTON PLACE 3RD ADDITION SITUATED IN TURTLECREEK TOWNSHIP AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

SECURITY AGREEMENT

Bond Number	:	20-014 (P)
Development	:	Charleston Place 3 rd Addition
Developer	:	Roy Ward
Township	:	Turtlecreek
Amount	:	\$35,088.40
Surety Company	:	The Cincinnati Insurance Company

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

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

Resolution adopted this 7th day of July 2020.

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)~~ *RV*

Security Agreement No.

20-014 (P)

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

WITNESSETH:

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

WHEREAS, it is estimated that the total cost of the Improvements is \$175,442.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$8,500.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$35,088.40 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$35,088.40 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:

Roy Ward
1849 Charleston Pl
Lebanon, Oh 45036
Ph. (513) 266-5330

D. To the Surety:

The Cincinnati Insurance Company

PO Box 740099

Cincinnati OH 45274

Ph. (866) 513 - 1133

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Roy Ward

PRINTED NAME: Roy Ward

TITLE: Owner

DATE: 6-05-20

SURETY:

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

SIGNATURE: Phil R. Hines

PRINTED NAME: Phil R. Hines

TITLE: _____

DATE: 6/11/2020

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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 20-0954, dated 7/7/2020. *County Administrator*

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: *Tiffany Zindel*
PRINTED NAME: Tiffany Zindel
TITLE: President *County Administrator*
DATE: 7-7-2020

RECOMMENDED BY:

By: *Neil F. Junier / RGH*
COUNTY ENGINEER

APPROVED AS TO FORM:

By: *Keah Auler*
COUNTY PROSECUTOR

Key:

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Philip R. Hines

of Lebanon, Ohio

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



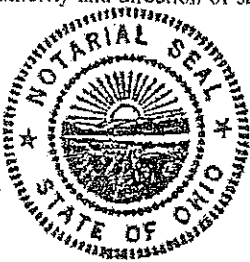
STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Signature of Vice President

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this day of



Signature of Secretary

Secretary

Resolution

Number 20-0957

Adopted Date July 07, 2020

APPROVE BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN HUDSON HILLS SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Hudson Hills, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$7,705.50
Surety Company	:	Capitol Indemnity Corporation #60112701

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 20-0958

Adopted Date July 07, 2020

APPROVE BOND RELEASE FOR MENARD INC. FOR COMPLETION OF IMPROVEMENTS IN MENARD COMMERCIAL DEVELOPMENT SITUATED IN DEERFIELD TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Menard Commercial Development
Developer	:	Menard Inc.
Township	:	Deerfield
Amount	:	\$120,541.20
Surety Company	:	American Casualty Co. of Reading PA (929558480)

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 20-0959

Adopted Date July 07, 2020

APPROVE BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN KERRISDALE SITUATED IN DEERFIELD TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND REDUCTION

Bond Number	:	N/A
Development	:	Kerrisdale
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$133,141.80
Surety Company	:	The Hanover Insurance Company #1067995

BE IT FURTHER RESOLVED, the original amount of the bond was \$157,349.40 and now after the above reduction the new required bond amount is \$24,207.60

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 20-0960

Adopted Date July 07, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

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

BOND REDUCTION

Bond Number	:	19-015 (P/S)
Development	:	Kerrisdale Subdivision, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Reduction Amount	:	\$59,521.15
Surety Company	:	The Hanover Insurance Co. (1078818)


BE IT FURTHER RESOLVED, that the original amount of bond was \$340,400.75 and after previous bond reductions of \$122,712.82 Resolution #20-0191 adopted January 28, 2020 and the above reduction, the new required bond amount is \$158,166.78.

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249
The Hanover Insurance Company, 440 Lincoln St., Worcester, MA 01653
Engineer (file)
Bond Agreement file

Resolution

Number 20-0961

Adopted Date July 07, 2020

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR KEEVER CREEK, LLC FOR COMPLETION OF IMPROVEMENTS IN THE ESTATES OF KEEVER CREEK SECTION 2, SITUATED IN TURTLECREEK TOWNSHIP

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

BOND RELEASE

Bond Number	:	15-023 (P-M)
Development	:	The Estates of Keever Creek Section 2
Developer	:	Keever Creek, LLC
Township	:	Turtlecreek
Amount	:	\$29,358.75
Surety Company	:	Liberty Mutual Insurance Company (460771S)

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Keever Creek, LLC, 500 Wessel Drive, Ste 2B, Fairfield, OH 45014
Liberty Mutual Surety, Attn: LMS Claims, PO Box 34526, Seattle, WA 98124
Engineer (file)
Bond Agreement file

Resolution

Number 20-0962

Adopted Date July 07, 2020

APPROVE KEEVER PASS AND ELI'S PASS IN THE ESTATES OF KEEVER CREEK SECTION 2 FOR PUBLIC MAINTENANCE BY TURTLECREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Keever Pass and Eli's Pass has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2517-T	Keever Pass	5'-24'-5'	0.081
2564-T	Eli's Pass	5'-24'-5'	0.074

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


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

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

RECORD PLAT
OF
THE ESTATES OF KEEVER CREEK SECTION 2
SECTION 23, TOWN 4, RANGE 3, B.T.M. TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO
OCTOBER 2015

County Commissioners

We the Board of County Commissioners of Warren County, Ohio do hereby approve this plat on this 22nd day of December, 2015

Commissioners: *[Signatures]*

County Recorder

File No. 2015-00024
Received on this 22nd day of December, 2015 at 2:41 PM
Recorded on this 22nd day of December, 2015 at 2:41 PM
Recorded in Plat Book No. 32 Page 42-44

Fee 259.28
By Tracy A. Lawrence Tracy A. Lawrence
County Recorder

County Auditor

Transferred on this 5th day of January, 2016
By Scott Stuber Scott Stuber
County Auditor

County Engineer

I hereby approve this plat on this 17th day of December, 2015
Neil F. Tomlin
Warren County Engineer

County Sanitary Engineer (Warren)

I hereby approve this plat on this 17th day of December, 2015
Chris Bond
Warren County Sanitary Engineer

County Sanitary Engineer (Butler)

I hereby approve this plat on this 11th day of December, 2015
Robert Swartz
Butler County Water and Sewer Department Director

Warren County Regional Planning Commission

This plat was approved by the Warren County Regional Planning Commission on this 11th day of December, 2015
Erica Schell
Executive Director

Warren County Zoning Inspector

I hereby approve this plat on this 17th day of December, 2015
Neil Dwyer
Zoning Inspector

Deed Reference

Situated in Section 23, Town 4, Range 3, Turtlecreek Township, Warren County, Ohio, Containing 84,227²/₁₀ acres total and being part of the 145,894⁸/₁₀ acre tract as conveyed to Keever Creek LLC as described in the deed recorded in GR 4653, Page 514, of the Warren County, Ohio, Recorder's Office.

Certificate of Survey:

I hereby certify that this plat is a true and complete survey made under my supervision and that all measurements indicated hereon actually exist and that location, size, & material are correctly shown, and that all requirements of the Warren County Subdivision Regulations have been complied with to the best of my knowledge.



Neil F. Tomlin 10-3-15
Charles Kiser, P.S. No. 8057

PREPARED BY:
KEEVER CREEK LLC
600 WESSEL DRIVE, SUITE 2-B
FAIRFIELD, OHIO 45140-5607
PHONE: 513.453.4614
FAX: 513.453.4610

OWNER/DEVELOPER
KEEVER CREEK LLC
600 WESSEL DRIVE, SUITE 2-B
FAIRFIELD, OHIO 45140-5607
PHONE: 513.453.4614
FAX: 513.453.4610

RECORD PLAT
THE ESTATES OF KEEVER CREEK
SECTION 2
SECTION 23, TOWN 4, RANGE 3, B.T.M. TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

Scale
1"=60'
Date
OCT, 2015
Page
1 of 3

Owner's Consent and Dedication
We, the undersigned, being all the owners and lien holders of the lands hereon platted, do hereby voluntarily consent to the location of the said plat and do dedicate the streets, parks or public grounds as shown hereon to the public use forever.

Any "Public Utility Easements" as shown on this plat are for the placement of sidewalks and for the maintenance and repair of streets. This easement and all other easements shown on this plat, unless designated for a specific purpose, are for the construction, operation, maintenance, repair, replacement or removal of water, sewer, gas, electric, telephone, cable television, or other utility lines or services, storm water disposal and for the express privilege of cutting, trimming or removing any and all trees or other obstructions within said easement, or immediately adjacent thereto, to the free use of said easements or adjacent streets and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No buildings or other structures may be built within said easements, nor may the easement area be physically altered so as to (1) reduce clearance of either overhead or underground facilities; (2) impair the load support of said facilities; (3) impair ability to maintain the facilities or (4) create a hazard.

The above public utility easements are for the benefit of all public utility service providers including, but not limited to Warren County Commissioners, Cincinnati Bell Telephone, Duke Energy and Time Warner Cable.

Owner
Keever Creek, LLC
[Signature]
By *[Signature]*
Managing Member

[Signature]
Witness
[Signature]
Witness

Certificate of Notary Public

State of Ohio, S.S.
Be it remembered that on this 5th day of August, 2015, before me the undersigned, a Notary Public in and for said State, personally came Joseph W. Johnson, known to me to be the person whose name is subscribed to the foregoing plat and who acknowledged the signing and execution of the foregoing plat to be his voluntary act and deed.

In testimony whereof, I have set my hand and Notary Seal on the day and date above written.

[Signature]
Notary Public
[Signature]
My Commission Expires
NOTARIES MERION
Notary Public, State of Ohio
My Commission Expires 08/31/2020

Roadway Assessment
In accordance with the subdivision and construction requirements of the Warren County Engineer's Office Lots shall be subject to a State Route 741 Roadway Assessment. Roadway Assessment shall be levied by the Board of County Commissioners of the County of Warren, Ohio for the purpose of making improvements to and along State Route 741 to provide safe vehicle access to the Subdivision. The estimated traffic volumes to and from this Keever Creek Subdivision will necessitate improvements to State Route 741 including a left turn lane and water shoulders on the east side of these improvements. It is understood that the owners of any lots within this subdivision shall anticipate and be subject to a future roadway assessment by the Board of County Commissioners of the County of Warren, Ohio in an approximate amount of \$231.00 semi-annually for a maximum term of 20-years. Said amount is an approximation and may change based on the set of variables considered at the time of assessment calculation.

Drainage Statement

Unless otherwise designated on this plat, a fifteen (15) foot wide drainage easement shall exist along all common rear lot lines and a ten (10) foot wide drainage easement shall exist along all common side lot lines, with the common line being the centerline of said easement.

The easement areas shall be maintained continuously by the lot owner(s), within the easements, no structure, planting, fencing, culvert, or other material shall be placed or permitted to remain which may obstruct, retard or divert the flow through the watercourse.

The Warren County Commissioners and the Board of Township Trustees assume no legal obligation to maintain or repair any open drain, ditch or watercourse within the easement area unless noted otherwise on this plat. However, when the platted right-of-way area has been previously accepted for public maintenance by resolution of the Board of Township Trustees, the Board of Trustees of their representatives may enter upon and inspect the easement areas and, in accordance with Section 558.06 of the Ohio Revised Code, may remove or cause the removal of an obstruction adversely impacting an area within the public right-of-way.

Until the expiration of the developer's public improvement maintenance bonding period, the developer (or their agents) reserve the right to enter upon all lots to establish or re-establish drainage waterways and drainage easements for the purpose of collecting and directing surfacewater to collection facilities or drainage channels.

The publicly-maintained portion of the storm sewer system will include storm drains, culverts, and/or ditches located within either the public right-of-way or the public utility easement area adjacent to the road right-of-way with the exception of pump mains and culverts for private driveways. Where, in lieu of an open ditch, a developer, builder or lot owner installs a storm drain on private property, the storm drain shall be designed by a professional engineer to ensure that neither the property or adjacent properties are negatively impacted, and the lot owner(s) must note that they are responsible for maintaining the storm drain unless noted otherwise on the plat.

Home Owners Association

All lots contained within this subdivision are subject to terms and conditions, covenants and restrictions of a Home Owners Association. Said documents include maintenance of all storm water facilities located outside of the public right of way including sewer, and structures, detention/retention basins and pump mains. Said documents are recorded in Official Records Book of Warren County, Ohio, Recorder's Office, O.R. Book 5070 OPS 645.

Lots 87-90 Grinder Pumps

A) Where grinder pumps are required, each building or property that is (or could potentially be) owned by a different owner shall show a separate wet well tank, grinder pump and force main service lateral.

B) Each building utilizing a grinder pump system shall have a gravity sewer drain through the building foundation at a location that will facilitate connection to a future gravity sewer, unless future gravity sewer service is not possible.

C) All individual grinder pump facilities and force mains serving only one (1) home or building shall be privately owned and maintained by the property owner. All common force mains serving multiple properties will be publicly owned and maintained by Butler County.

D) All individual force mains and service laterals shall be 1.25 inch or 1.5 inch nominal diameter SDR 21 PVC Schedule 40 PVC (200psi) or other approved material. Detectable magnetic marking tape shall be installed in the ditch line one foot (1') below the final surface grade for non-metallic pipe installed within the public right-of-way and easements.

E) Private force mains that connect to a public gravity sewer shall connect via a eye fitting. No private force main connections to public manholes will be allowed.

F) Each individual/private force main or service lateral shall have at least two (2) independent check valves, one (1) at the pump and one (1) within 50 feet of the connection to the public sewer (gravity sewer or common force main). The property owner shall maintain both check valves. Check valves and all other portions of the private force main or service lateral shall meet the pump manufacturer's requirements and recommendations.

G) No individual/private force main discharging directly to a gravity sewer will be permitted longer than will allow for complete turnover of the sewage in the force main at least four (4) times per day at 150 gallons/day per ERU, i.e. maximum 6-hour retention time, unless on-site aerobic treatment is provided for the discharge from the property.

H) On-site aerobic treatment shall be provided for the discharge from each property connected to a common force main, unless the total retention time in the force main (from grinder pump to gravity sewer) will be six (6) hours or less at 150 gallons/day per ERU.

I) The following requirements shall be met for on-site aerobic treatment systems utilized ahead of a private grinder pump system:

1) The system shall meet the requirements of the Warren County Health Department and shall be approved by the Ohio Department of Health for off lot discharge.
2) The system shall be designed to return solids.
3) The aerobic treatment system effluent shall discharge directly into the grinder pump wet well.
4) Piping the aerobic system and grinder pump wet well shall be 4-inch (for residential) or 6-inch (for commercial) Schedule 40 PVC with a minimum grade of 2%.

J) The property owner shall be responsible for operation, maintenance and future replacement of the private grinder pump system and on-site aerobic treatment system. At least annual maintenance of each grinder pump system and on-site aerobic treatment system shall be performed by a licensed and bonded plumber/contractor, who is certified and approved by the equipment manufacturer. Solids shall be pumped from each on-site aerobic system at least every five (5) years. Documentation of all maintenance and pumping will be provided to RCWS, 130 High Street, Hamilton, OH 45011. Failure to adequately maintain the on-site aerobic treatment system or provide the required documentation will cause the disconnection of sewer service by RCWS.

K) The Engineer and Plumber should evaluate the need for air release valves and/or flushing locations on private force mains and service laterals.

L) A hydrostatic pressure test of each private force main/service lateral shall be performed in accordance with RCWS requirements.

Butler County Sewerage System

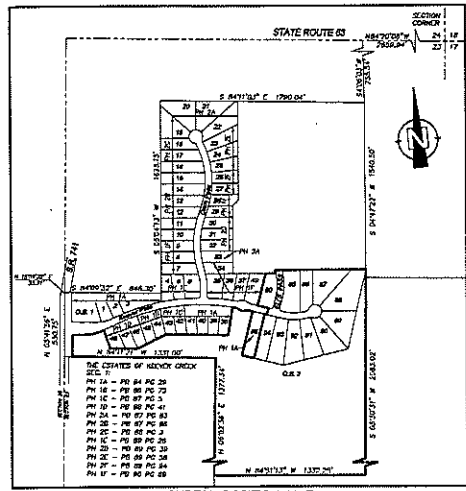
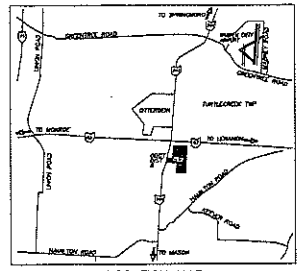
Roof drains, foundation drains, and other clean water connections to the sanitary sewer system are prohibited.

All buildings to be served by the public sewer system shall be constructed so as to provide a minimum of four feet of vertical separation between the public sanitary sewer, at the point of connection, and the lowest building level served by a gravity sewer connection. In addition, said building level shall be at least one foot above the lowest point of free-overflow (non-sealed manhole cover) upstream of any treatment facility or wastewater pumping facility that receives discharges from said building. Said minimum service levels shall be recorded on the "as-built" plans for the development, which will be kept on file in the office of Butler County Department of Environmental Services.

Butler County Department of Environmental Services does not accept any responsibility for the relocation, repair, or replacement of any other utility installed within five feet of the center line of any sanitary sewer.

Private sidewalks, parking lots and other paved areas, earthed basins, or structures shall not be constructed over private sewer service lines within the public road right of way or within the easement areas for the public utilities. Should this occur, the property owner shall be held responsible for the protective and/or remedial actions to any such steps, meter site, manholes, clean-outs, etc. installed in conjunction with these private service lines and for any damage or restoration of the paved surfaces or structures that may result from the future operation, maintenance, repair or replacement of said service lines and appurtenances.

Sanitary sewer laterals, which shall include all pipe and appurtenances from the building to the public sewer main, and the connection to the public sewer main shall be considered private and the responsibility of the property owner to maintain. The connection to the sewer would be any piping that extends out from the main barrel of the sewer main.



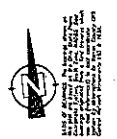
OLD NO.	12-23-100-027	103.6363 Ac
LOT NO.	SIDWELL NO.	
50	12-23-310-005	
55	12-23-312-001	
56	12-23-312-002	
57	12-23-312-003	
58	12-23-312-004	
59	12-23-315-015	
60	12-23-315-016	
61	12-23-315-017	
62	12-23-315-018	
63	12-23-315-019	
64	12-23-315-020	
D.S.-2	12-23-315-019	
R/W	12-23-600-003	38.7084 ac.
REM.	12-23-100-028	

12-23-15 DWD

RECORD PLAT OF THE ESTATES OF KEEVER CREEK SECTION 2

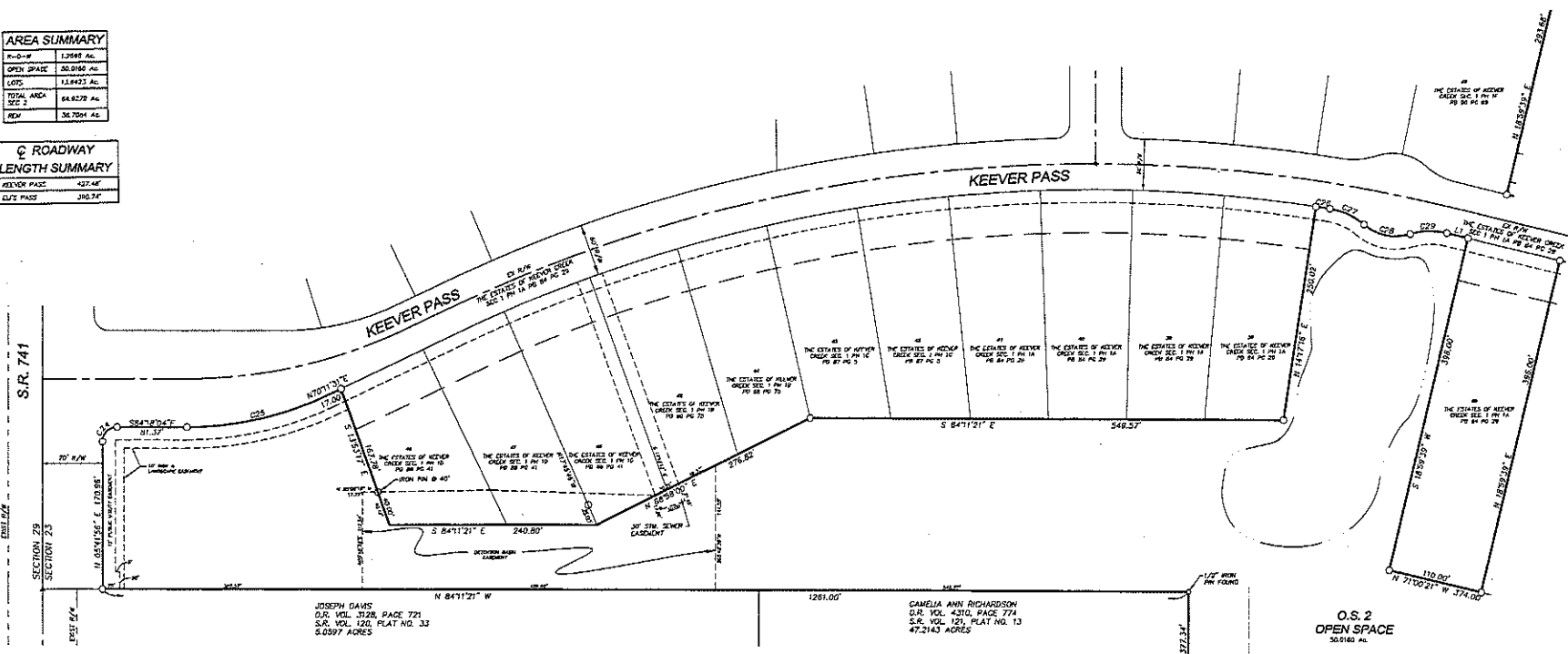
SECTION 23, TOWN 4, RANGE 3, B.T.M. TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO
SEPTEMBER 2015

- NOTES:
- ① OCCUPATION IN GENERAL ITS SURVEY EXCEPT WHERE SHOWN.
 - ② ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 - ③ M.D.L.E. - MEAN LOW OPENING ELEVATIONS.
 - ④ IRON PIN SET ARE 3/8" DIA. REBAR -30" LONG W/40#.
 - ⑤ ALL ELEVATIONS ARE PROPOSED ELEVATIONS. ACTUAL ELEVATIONS MAY VARY.



AREA SUMMARY	
PLAT #	12088 AC.
OPEN SPACE	30.060 AC.
LOTS	13,849.2 AC.
TOTAL AREA	64,627.9 AC.
RDW	36,704 AC.

C ROADWAY LENGTH SUMMARY	
KEEVER PASS	427.48'
CLY'S PASS	316.74'

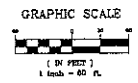


LINE	BEARING	LENGTH
L7	S. 71°02'21\" E	25.12'

CURVE	RADIUS	DELTA	CHORD	CH. BRG.	CH. DIST.
C24	17.00'	80°00'00"	26.70'	S. 50°41'56\" W	24.04'
C25	161.00'	25°50'24"	168.61'	N. 82°52'43\" E	168.22'
C26	1760.00'	0°23'37"	16.28'	N. 75°27'20\" W	16.58'
C27	83.00'	32°31'16"	43.73'	N. 59°53'54\" W	43.21'
C28	58.00'	36°31'58"	52.41'	S. 72°52'30\" E	54.92'
C29	62.00'	30°07'43"	43.17'	N. 68°04'14\" W	44.62'

- SURVEYS OF PARENT TRACE AND ADJACENT PARCELS:
- SR 6-142 (GRANDY)
 - SR 123-114 (GRANDY)
 - SR 1-183
 - SR 40-34
 - SR 40-28
 - SR 33-38
 - SR 104-35
 - SR 108-40
 - SR 111-76
 - SR 120-23
 - SR 171-13

- LEGEND
- IRON PIN SET 3/8" REBAR W/40#
 - A NMS NAIL SET
 - IRON PIN SET FOR PREVIOUS PLAT UNLESS OTHERWISE NOTED



PREPARED BY: DR. JAMES W. HARRIS, SURVEYOR
 600 WESSLER DRIVE, SUITE 200
 FAIRFIELD, OHIO 46044-3887
 TELEPHONE: (419) 882-2110
 FACSIMILE: (419) 882-2110

OWNER / DEVELOPER
 KEEVER CREEK, LLC
 600 WESSLER DRIVE, SUITE 200
 FAIRFIELD, OHIO 46044-3887
 TELEPHONE: (419) 882-2110
 FACSIMILE: (419) 882-2110

RECORD PLAT
 THE ESTATES OF KEEVER CREEK
 SECTION 2
 SECTION 23, TOWN 4, RANGE 3, B.T.M. TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

Scale: 1"=60'

Date: SEPT. 2015

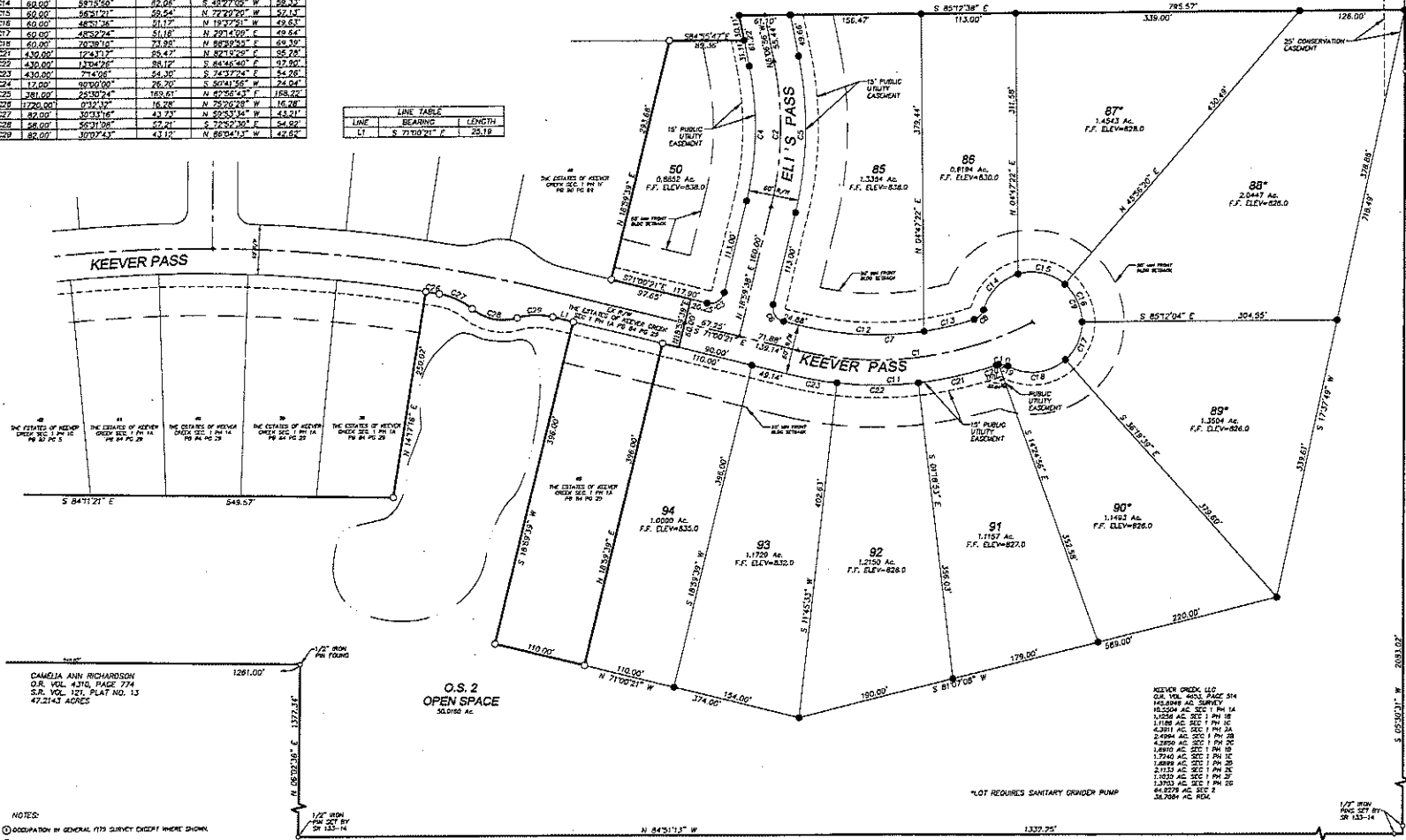
Page: 2 of 3

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RECORD PLAT OF THE ESTATES OF KEEVER CREEK SECTION 2 SECTION 23, TOWN 4, RANGE 3, B.T.M. TURTLECREEK TOWNSHIP WARREN COUNTY, OHIO SEPTEMBER 2015

CURVE TABLE				
CURVE	RADIUS	DELTA	CH. BEG.	CH. ENDS
C1	400.00'	41.18°07'	288.34'	N. 88°20'26" E. 282.14'
C2	400.00'	22°05'34"	178.39'	N. 06°28'21" E. 173.50'
C3	17.00'	90.00°01'	28.70'	N. 63°24'30" E. 24.04'
C4	300.00'	23°05'34"	182.15'	N. 09°28'21" E. 180.89'
C5	430.00'	28°05'34"	188.44'	N. 06°28'21" E. 186.84'
C6	17.00'	90.00°01'	28.70'	S. 26°30'21" E. 24.04'
C7	300.00'	11°59'30"	206.30'	S. 87°06'09" E. 203.89'
C8	17.00'	97°12'05"	16.87'	N. 48°24'59" E. 16.22'
C9	60.00'	284°10'21"	227.03'	N. 17°34'40" W. 73.46'
C10	17.00'	49°21'46"	14.36'	N. 79°51'20" W. 13.53'
C11	430.00'	33°01'49"	247.89'	S. 47°01'44" E. 244.47'
C12	370.00'	22°28'01"	144.87'	S. 82°13'22" E. 143.29'
C13	270.00'	23°17'28"	81.72'	N. 81°48'51" E. 81.65'
C14	60.00'	58°15'02"	102.06'	S. 48°27'00" W. 59.33'
C15	60.00'	58°31'21"	59.54'	N. 72°32'25" W. 52.13'
C16	60.00'	48°31'38"	21.17'	N. 19°27'21" W. 49.65'
C17	60.00'	48°32'24"	21.16'	N. 22°14'00" E. 49.64'
C18	60.00'	70°09'10"	21.85'	N. 88°38'55" E. 66.39'
C19	430.00'	12°43'17"	25.47'	N. 82°18'29" E. 35.29'
C20	430.00'	12°34'22"	26.17'	S. 84°46'40" E. 37.89'
C21	430.00'	74°08'05"	54.30'	S. 74°27'24" E. 54.20'
C22	17.00'	90.00°00"	26.20'	S. 80°41'56" W. 24.04'
C23	281.00'	24°30'24"	189.61'	N. 40°58'43" E. 188.22'
C24	17.00'	0°12'37"	16.28'	N. 79°30'40" W. 16.28'
C25	17.00'	90.00°00"	43.73'	N. 92°53'54" W. 43.01'
C26	58.00'	55°31'08"	22.21'	S. 72°52'30" E. 34.92'
C27	89.00'	30°07'43"	43.12'	N. 85°04'13" W. 42.67'

LINE TABLE		
LINE	BEARING	LENGTH
LT	S. 71°00'21" E.	25.16'



MARION J. HOEHNBERG
O.R. VOL. 1847, PAGE 937
S.R. VOL. 108, PLAT NO. 95
64,212 ACRES

JOHN B. HILLINS, ET AL.
O.R. VOL. 5568, PAGE 299
S.R. VOL. 108, PLAT NO. 95
124,025 ACRES

SURVEYS OF PARCEL TRACT
AND ADJACENT PARCELS:
SR 6-141 (PARTY)
SR 128-14 (PARTY)
SR 1-143
SR 40-14
SR 40-08
SR 104-35
SR 104-36
SR 111-74
SR 129-13
SR 121-13

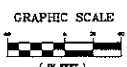
AREA SUMMARY	
PLAT AREA	12846 AC.
OPEN SPACE	50,610 AC.
LOTS	13,643 AC.
TOTAL AREA	64,509 AC.
REAR	34,704 AC.

C ROADWAY LENGTH SUMMARY	
KEEVER PASS	427.48'
ELI'S PASS	280.74'

KEEVER CREEK UDC
O.R. VOL. 803, PAGE 514
POLARIS AD SURVEY
16,559 AC. SEC. 1, T4N, R14E
1,1254 AC. SEC. 1, T4N, R14E
1,1188 AC. SEC. 1, T4N, R14E
4,3914 AC. SEC. 1, T4N, R14E
2,0984 AC. SEC. 1, T4N, R14E
4,3950 AC. SEC. 1, T4N, R14E
1,8810 AC. SEC. 1, T4N, R14E
1,7940 AC. SEC. 1, T4N, R14E
1,8880 AC. SEC. 1, T4N, R14E
1,1213 AC. SEC. 1, T4N, R14E
1,1010 AC. SEC. 1, T4N, R14E
14,8278 AC. SEC. 2
38,7004 AC. REAR

*LOT REQUIRES SANITARY GRINDER PUMP

- LEGEND
- IRON PIN SET 3/8" REBAR W/CP
 - ▲ MAG NAIL SET
 - IRON PIN SET PER PREVIOUS PLAT UNLESS OTHERWISE NOTED



- NOTES:
1. OCCUPATION IN GENERAL 175 SURVEY EXCEPT WHERE SHOWN.
 2. ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 3. M.G.E. - UNKNOWN OPENING ELEVATIONS.
 4. IRON PINS SET ARE 3/8" DIA. REBAR - 10" LONG W/CP.
 5. F.F. ELEVATIONS ARE PROPOSED ELEVATIONS. ACTUAL ELEVATIONS MAY VARY.

JOHN B. HILLINS, ET AL.
O.R. VOL. 5568, PAGE 299
S.R. VOL. 108, PLAT NO. 95
124,025 ACRES

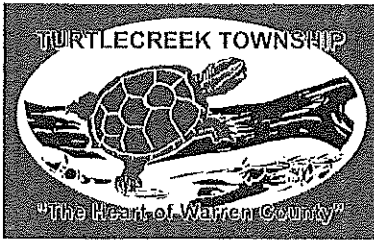
PREPARED BY:
 COLLEEN J. ROBERTS, C.S.
 1400 W. 10TH AVE., SUITE 200
 TURTLE CREEK, OHIO 43081
 614-787-8446

OWNER / DEVELOPER
 KEEVER CREEK LLC
 600 WESSEL DRIVE, SUITE 2-B
 FAIRFIELD, OHIO 43141-5897
 TELEPHONE (614) 882-2200
 FACSIMILE (614) 882-2210

RECORD PLAT
 THE ESTATES OF KEEVER CREEK
 SECTION 2
 SECTION 23, TOWN 4, RANGE 3, B.T.M. TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

Scale
 1"=60'
 Date
 SEPT, 2015
 Page
 3 of 3

92/44



TURTLE CREEK TOWNSHIP
670 N. STATE ROUTE 123
LEBANON, OHIO 45036-9512
PHONE: (513) 932-4902
FAX: (513) 932-3654

June 30, 2020

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

Re: The Estates of Kever Creek Section 2

Dear Mr. Fisher;

Please accept this letter as our official notice that Turtlecreek Township is willing to accept the streets in The Estates of Kever Creek Section 2.

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

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

Yours truly,

Daniel F. Jones
Chairperson

DFJ/tb

Cc: Ron Chasteen, Turtlecreek Township Road Supervisor
File

TURTLE CREEK TOWNSHIP BOARD OF TRUSTEES
Daniel Jones, Trustee James VanDeGrift, Trustee Jonathan D. Sams, Trustee Amanda K Childers, Fiscal Officer

BOARD MEETING: 2ND MONDAY OF EACH MONTH AT 7:00 P.M.
BOARD MEETING: LAST TUESDAY OF EACH MONTH AT 8:00 A.M.

Resolution

Number 20-0963

Adopted Date July 07, 2020

APPROVE VARIOUS RECORD PLATS AND AUTHORIZE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

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

- Charleston Place 3rd Addition – Turtlecreek Township

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 20-0964

Adopted Date July 07, 2020

CREATE THE CORONAVIRUS RELIEF FUND #2210 AND ACCEPT AN AMENDED CERTIFICATE FOR SAID FUND

BE IT RESOLVED, to create the Coronavirus Relief Fund #2210; and

BE IT FURTHER RESOLVED, to accept an amended certificate from the Warren County Budget Commission in the amount of \$1,611,456.07 for the Coronavirus Relief Fund #2210.

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor
Amended Certificate file
OMB (file)

Resolution

Number 20-0965

Adopted Date July 07, 2020

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATIONS INTO OHIOMEANSJOBS FUND #2258

WHEREAS, an amended certificate needs to be accepted and a supplemental appropriation be approved; and

NOW THEREFORE BE IT RESOLVED, accept an amended certificate increasing revenue to fund #2258 in the amount of \$183,760.60; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriations for fund #2258;

Supplemental Appropriations


\$100,000.00	into	22585800-5663	(Classroom Training)
\$ 50,000.00	into	22585800-5400	(Purchased Services)
\$ 32,633.94	into	22585800-5318	(Data Bd App Non Capital Purchase)
\$ 1,126.66	into	22585800-5317	(Non-Capital Purchases)

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Amended Cert. file
OhioMeansJobs (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

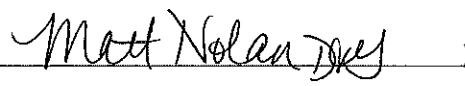
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, June 30, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
Workforce Investment Act Fund	\$19,187.08		\$869,699.60	\$888,886.68
Fund 2258				
TOTAL	\$19,187.08	\$0.00	\$869,699.60	\$888,886.68


 _____)
 _____)
 _____) Budget
 _____) Commission

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

Resolution

Number 20-0966

Adopted Date July 07, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


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

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file

Department	Vendor Name	Description	Amount
ENG	REQ BLANKE	TEMPORARY ENTRANCE FOR BRIDGE REPLACEMENT	1.00

7/7/2020 APPROVED:



Tiffany Zindel, County Administrator

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

Resolution

Number 20-0967

Adopted Date July 07, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TREASURERS OFFICE FUNDS
#11011130 AND FUND 2249

BE IT RESOLVED, to approve the following appropriation adjustments:


\$13,000.00	from #11011130-5102	(Regular salaries)
	into #11011130-5321	(DT Bd Apr Cap BOCC)
\$12,000.00	from #11011130-5102	(Regular Salaries)
	into #11011130-5400	(Purchased Services)
\$ 4,500.00	from #22491130-5210	(Material & Supplies)
	into #22491130-5400	(Purchased Services)

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

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

Resolution adopted this 7th day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/cs

cc: Auditor
Appropriation Adj. file
Treasurer (file)