

Resolution

Number 25-0409

Adopted Date April 01, 2025

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

WHEREAS, Myrissa Kelly, Protective Services Caseworker II, within the Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Myrissa Kelly's completion of 365-day probationary period and a pay increase to rate of \$25.62 hourly, effective pay period beginning April 5, 2025.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0410

Adopted Date April 01, 2025

HIRING JOSHUA NAPIER AS INFRASTRUCTURE SYSTEMS SPECIALIST I WITHIN THE TELECOMMUNICATIONS DEPARTMENT

BE IT RESOLVED, to approve the hiring of Joshua Napier as Infrastructure Systems Specialist 1 within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$27.00 per hour, effective April 14, 2025, 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 25-0411

Adopted Date April 01, 2025

APPROVING EMERGENCY SERVICES TO REPAIR THE HVAC UNIT AT THE RICHARD A RENNEKER WATER TREATMENT PLANT

WHEREAS, the Water & Sewer Department experienced a failed HVAC unit in the Nanofiltration building at RARWTP; and

WHEREAS, the temperature in the building is critical and time sensitive to the Water operations as the building holds the VFDs for the NF skids, transfer switches for the backup generators and all the switch gear and breakers for the building. Without a temperature regulated building, the system will overheat causing the whole system to shut down.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 25001558, with Driekast Plumbing in the amount of \$4500.00 for the HVAC repairs at Richard A Renneker Treatment Plant.

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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jad

cc: Auditor _____
Water/Sewer (file)

Resolution

Number 25-0412

Adopted Date April 01, 2025

APPROVING EASEMENT ACQUISITION COMPENSATION AND ENTERING INTO WATERLINE & APPURTENANCE EASEMENT AGREEMENTS WITH COLUMBIA COMMONS, LLC AND TOEBBEN, LTD. FOR THE SOCIALVILLE TRANSMISSION MAIN – CONTRACT 1 PROJECT

WHEREAS, this Board, recognizing the growing need for water to meet the demands of the County, authorized the Water and Sewer Department, through a series of resolutions, to construct a 24-inch transmission main from the Richard A Renneker Water Treatment Plant to the Socialville Booster Pump Station; and

WHEREAS, pursuant to Resolution #25-0328, adopted March 11, 2025, this Board entered into contract with Howell Contractors, Inc for the Socialville Transmission Main – Contract 1 Project; and

WHEREAS, the construction of the Socialville Transmission Main – Contract 1 project requires the acquisition of easement agreements for waterlines and appurtenances and the following properties have been appraised for easement acquisition and negotiations have been conducted with the following results:

Parcel #	Owner	Compensation
16-22-220-006	Columbia Commons, LLC.	\$12,500
16-22-200-063	Toebben, Ltd.	\$3,103
16-22-200-054	Toebben, Ltd.	\$22,551

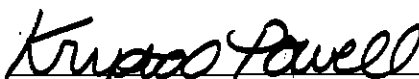
NOW THEREFORE BE IT RESOLVED, to enter into three easement agreements with the above listed property owners for permanent easements on parcels located along the waterline alignment and approve compensation in the amounts aforementioned. Copy of said agreements are attached hereto and made a part hereof.

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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: C/A—Columbia Commons, LLC
C/A—Toebben Ltd.
Easement file
Water/Sewer (file)
Recorder (certified)

Grantor: Columbia Commons, LLC
Property Address: -0- Columbia Road, Maineville, OH
Parcel Number: 16-22-220-006
Auditor's Account Number: 1202430

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Columbia Commons LLC**, an Ohio limited liability company, whose tax mailing address is Columbia Storage LLC, 8110 Plainfield Road, Cincinnati, OH 45236 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is for the survey, construction, operation, inspection, maintenance, repair, replace, removal and other utility purposes of a public waterline, hydrants, valves, fittings, and appurtenances as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of twelve thousand, five hundred Dollars (\$ 12,500.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,

2) none.

The permanent easement being granted herein is part of a parcel located in the City of Mason, Warren County, Ohio, consisting of 9.335 acres, as particularly described on the Columbia Commons replat recorded in Plat Book 78, pages 43 and 44 (save and except 0.118 acres conveyed to the City of Mason recorded in Doc. # 2016-001101) of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to promptly restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than

existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

5. Grantee agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions arising out of Grantee's exercise of the rights granted by this Easement, by or through itself, its employees, contractors and agents, and further agrees to defend itself and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions. Nothing in this Agreement shall impute or transfer any such liability from one party to the other.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, and acknowledges receipt of a summary appraisal.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, BENJAMIN SCHNEIDER the duly authorized MEMBER, of Columbia Commons LLC, has set his/her hand(s) to this instrument on the date stated below, in accordance with its Operating Agreement and/or a company resolution or written consent of all members..

COLUMBIA COMMONS, LLC:

SIGNATURE: [Signature]

PRINTED NAME: BENJAMIN SCHNEIDER

TITLE: MEMBER

DATE: 3/21/2025

STATE OF OHIO, COUNTY OF HAMILTON, ss:

BE IT REMEMBERED, that on the 21st day of MARCH, 2025, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be BENJAMIN SCHNEIDER, whose title is MEMBER, of **Columbia Commons LLC**, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

Notary Public: [Signature]

My Commission Expires: 1/22/2027



RICHARD WERDEN
Notary Public, State of Ohio
My Comm. Expires 1/22/2027
Recorded In the County of Hamilton

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann its President or Vice-President, on the date stated below, pursuant to Resolution Number 25-0412, dated 4/1/25

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: [Handwritten Signature]

Printed Name: Tom Grossmann

Title: President

Date: 4/1/25

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 1 day of April, 2025, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.

Notary Public: [Handwritten Signature]
My Commission Expires: 12/26/2027

[SEAL]

Approved as to form by:

**DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**

[Handwritten Signature]
By: Assistant Prosecutor

Date: 3/25/25



EXHIBIT A

**THE WARREN COUNTY WATER AND SEWER DEPARTMENT
LEGAL DESCRIPTION FOR A
PERMANENT WATER MAIN EASEMENT
LOCATED ON
COLUMBIA COMMONS LLC PROPERTY
PARCEL ID# 1622220006**

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a water main and appurtenances in and upon the following described lands:

Situated in Section 22, Town 4E, Range 2N, B.T.M., Deerfield Township, City of Mason, Warren County, Ohio, being part of Lot 1A of the Columbia Commons Replat as recorded and conveyed to Columbia Commons LLC in Plat Book 78 Page 43 and 44 of the Warren County Ohio Recorders Office, and being more particularly described as follows:

Commencing in the intersection of the easterly right-of-way line of Columbia Road (R/W varies) and a northerly line of Lot 1A

Thence along said easterly right-of way-line of Columbia Road, South 14°11'21" West, 145.34 feet to the **Point Of Beginning**;

Thence leaving said easterly right-of way-line of Columbia Road with a new permanent sewer easement line through said Lot 1A the following (2) courses:

- 1.) South 42°53'40" East, 73.81 feet;
- 2.) South 02°06'20" West, 69.30 feet to the northerly right-of-way line of Catalina Isle;

Thence with the north right-of-way line of Catalina Isle, North 85°11'14" West, 20.02 feet;

Thence leaving Catalina Isle with a new permanent sewer easement line through Lot 1A the following Two (2) courses:

- 1.) North 02°06'20" East, 60.07 feet;
- 2.) North 42° 53'40" West, 52.58 feet to a point on said easterly right-of-way line of Columbia Road;

Thence along said easterly right-of-way line of Columbia Road, North 14°11'21" East, 23.82 feet to said **Point of Beginning**.

This easement area contains 2,558 square feet, more or less, and being subject to all legal highways, and any and all easement of record.

The above description was prepared on October 24, 2024 and is based on a survey made under the direct supervision of Gregory Barker, Ohio Registration No. S-8656. The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD 83, per GPS observation.



Gregory Barker
Ohio Registered Surveyor No. 8656
RA Consultants LLC



FILENAME : C:\ODRAC\Share - Client Projects\030 Warren County\20-030.001 Warren Co Socialville Transmission Main\5_Design\5.5_Drawings\Easements\Contract 1\Socialville Easements Contract 1.dwg

Line Table		
Line #	Direction	Length
L1	S42° 53' 40"E	73.81'
L2	S02° 06' 20"W	69.30'
L3	N85° 11' 14"W	20.02'
L4	N02° 06' 20"E	60.07'
L5	N42° 53' 40"W	52.58'
L6	N14° 11' 21"E	23.82'

COLUMBIA COMMONS LLC
7228 COLUMBIA RD
PID # 1622262091
COLUMBIA COMMONS REPLAT
LOT 2A

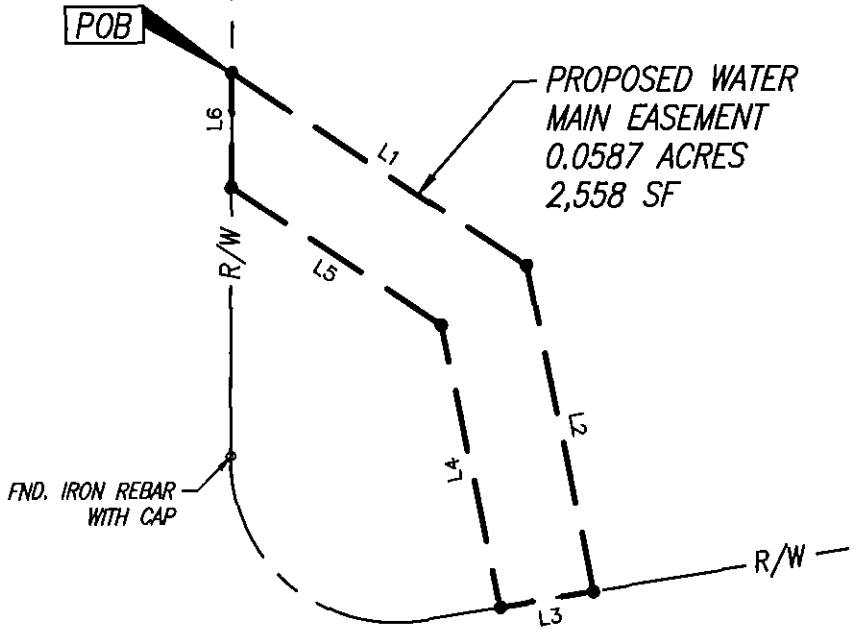
POC

COLUMBIA ROAD

R/W
S14°11'21"W-145.34'

COLUMBIA COMMONS LLC
COLUMBIA RD
PID # 1622220006
COLUMBIA COMMONS REPLAT
LOT 1A
PB 78 PG 43 & 44

POB



PROPOSED WATER
MAIN EASEMENT
0.0587 ACRES
2,558 SF

FND. IRON REBAR
WITH CAP

CATALINA ISLE

CITY OF MASON
DEERFIELD TOWNSHIP

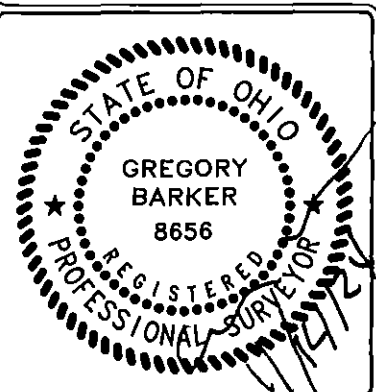


EXHIBIT B

SKETCH OF WATER MAIN EASEMENT
COLUMBIA COMMONS, LLC
PID No. 1622220006
Section 22, Town 4E, Range 2N B.T.M.
Situated in City of Mason, Warren County, Ohio

SCALE: 1" = 40'
DRAWN: JR
CHECKED:
DATE:
Nov 14, 2024

RA CONSULTANTS
10856 KENWOOD ROAD
CINCINNATI, OH 45242
513.469.6600
www.raconsultantsllc.com

Grantor: Toebben, Ltd.
Property Address: 3187 Western Row Rd, Maineville, OH
Parcel Number: 16-22-200-063
Auditor's Account Number: 0907421

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Toebben, Ltd.**, a Kentucky Limited Partnership, whose tax mailing address is 541 Buttermilk Pike, Suite 104, Crescent Springs, Kentucky, 41017 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is for the survey, construction, operation, inspection, maintenance, repair, replace, removal and other utility purposes of a public waterline, hydrants, valves, fittings, and appurtenances as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of Three Thousand, One Hundred and Three Dollars (\$3,103) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property

including Grantee shall repair/replace any area improperly graded or rutted such that it holds water for more than 72 hours; and,

2) No additional consideration.

The permanent easement being granted herein is part of a parcel located in the Deerfield Township, Warren County, and being the same premises described in a deed recorded in O.R. Vol. 240, Page 769, save and except Document No. 2017-010918 of the Warren County, Ohio Recorder's Office containing 5.2146 acres per Warren County records, but the permanent easement is located on and effects only that part of the above referenced 5.0726 acres as particularly described on Exhibit "A" and illustrated on Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof. If Grantee is pumping bypass water or flushing, Grantee shall cause the direct flow of water away from Grantors' buildings and parking lots where applicable. Additionally, the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein. In the event any tree or shrub are removed or damaged to the extent a tree or shrub dies within six months of the completion of the project, Grantee shall replace such tree and shrub with comparable landscaping.

2. Excluding the parking lot and main drive of Grantor's abutting properties, the right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to

restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors. For clarification, Grantee is not granted a right of entry to the easement area with work related equipment from the parking lot or over any curbs of Grantor's abutting properties. If any such damage is caused by Grantee, Grantee shall restore the damaged property to as good as reasonably possible but not better than existed prior to Grantee entering onto the property.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date

of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

An appraisal of the property has been completed and the Grantor acknowledges the receipt of the Value Finding Appraisal Report.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, Toebben, LTD has caused this instrument to be executed by **Bill Toebben, President of MATTH TOEBBEN COMPANY INC., ITS GENERAL PARTNER**, who has set his hand hereto on the date stated below, in accordance with a partnership agreement, company resolution and/or written consent of all partners authorizing him to so act.

TOEBBEN, LTD, A KENTUCKY LIMITED
PARTNERSHIP BY: MATTH TOEBBEN COMPANIES,
INC., ITS GENERAL PARTNER

SIGNATURE: 

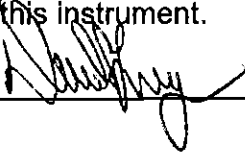
PRINTED NAME: Bill Toebben

TITLE: President

DATE: 3-14-25

STATE OF Kentucky, COUNTY OF Kenton, ss:

BE IT REMEMBERED, that on the 14th day of March, 2025, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be **Bill Toebben**, whose title is **President of Matth Toebben Companies, Inc., General Partner of Toebben, LTD**, whose name is subscribed hereto and he executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

Notary Public: 



OFFICIAL SEAL
DAVID LANGEN
NOTARY PUBLIC - KENTUCKY [SEAL]
STATE-AT-LARGE
My Comm. Expires Feb. 14, 2027
ID # KYNP67048

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tombrossmann, its President or Vice-President, on the date stated below, pursuant to Resolution Number 25-0412, dated 4/1/25.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: * [Signature]

Printed Name: Tombrossmann

Title: President

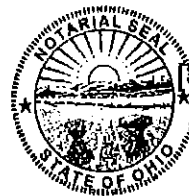
Date: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 1 day of April, 2025, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tombrossmann, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.

Notary Public: [Signature]

Prepared & approved as to form by:



LAURA K LANDER
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2017-RE-687973
My Commission Expires Dec. 26, 2027

**DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**

[Signature]

By: Bruce A. McGary, Asst. Prosecutor

Date: 3/25/25

EXHIBIT A

**THE WARREN COUNTY WATER AND SEWER DEPARTMENT
LEGAL DESCRIPTION FOR A
PERMANENT WATER MAIN EASEMENT "A"
LOCATED ON
TOEBBEN, LTD PROPERTY
PARCEL ID# 1622200063**

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a water main and appurtenances in and upon the following described lands:

Situated in Section 22, Town 4, Range 2, B.T.M., Deerfield Township, Warren County, Ohio, being a part of that remainder of land as recorded and conveyed to Toebben, Ltd. in O.R. 240, Page 769 of the Warren County Ohio Recorders Office, and being more particularly described as follows:

Commencing, at a corner on the southerly limited access right-of-way of Interstate I-71 and the westerly line of Toebben, Ltd.;

Thence southerly along the westerly line of said Toebben Ltd. Tract, South 41°28'52" West, 62.43 feet'

Thence continuing southerly along said westerly line, South 44°59'38" West, 3.44 feet to the **Point of Beginning**;

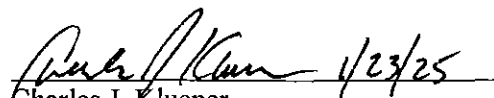
Thence with a new permanent water main easement line through the lands of Toebben, Ltd. the following (3) courses:

1. South 47°46'16" East, 25.33 feet;
2. South 44°59'38" West, 25.15 feet;
3. North 47°46'16" West, 25.33 feet to the westerly line of said Toebben Ltd. Tract;

Thence northerly along said westerly line of said Toebben Ltd. tract, North 44°59'38" East, 25.15 feet to the **Point of Beginning**.

This easement area contains 636 square feet more or less, and being subject to all legal highways, and any and all easement of record.

The above description was prepared on January 23, 2025 by Charles J. Kluener and is based on a survey made under the direct supervision of Gregory Barker, Ohio Registration No. S-8656. The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD 83, per GPS observation.


Charles J. Kluener
Ohio Registered Surveyor No. 8057
RA Consultants LLC

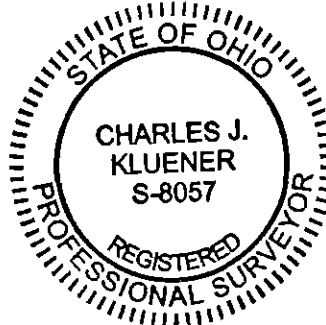
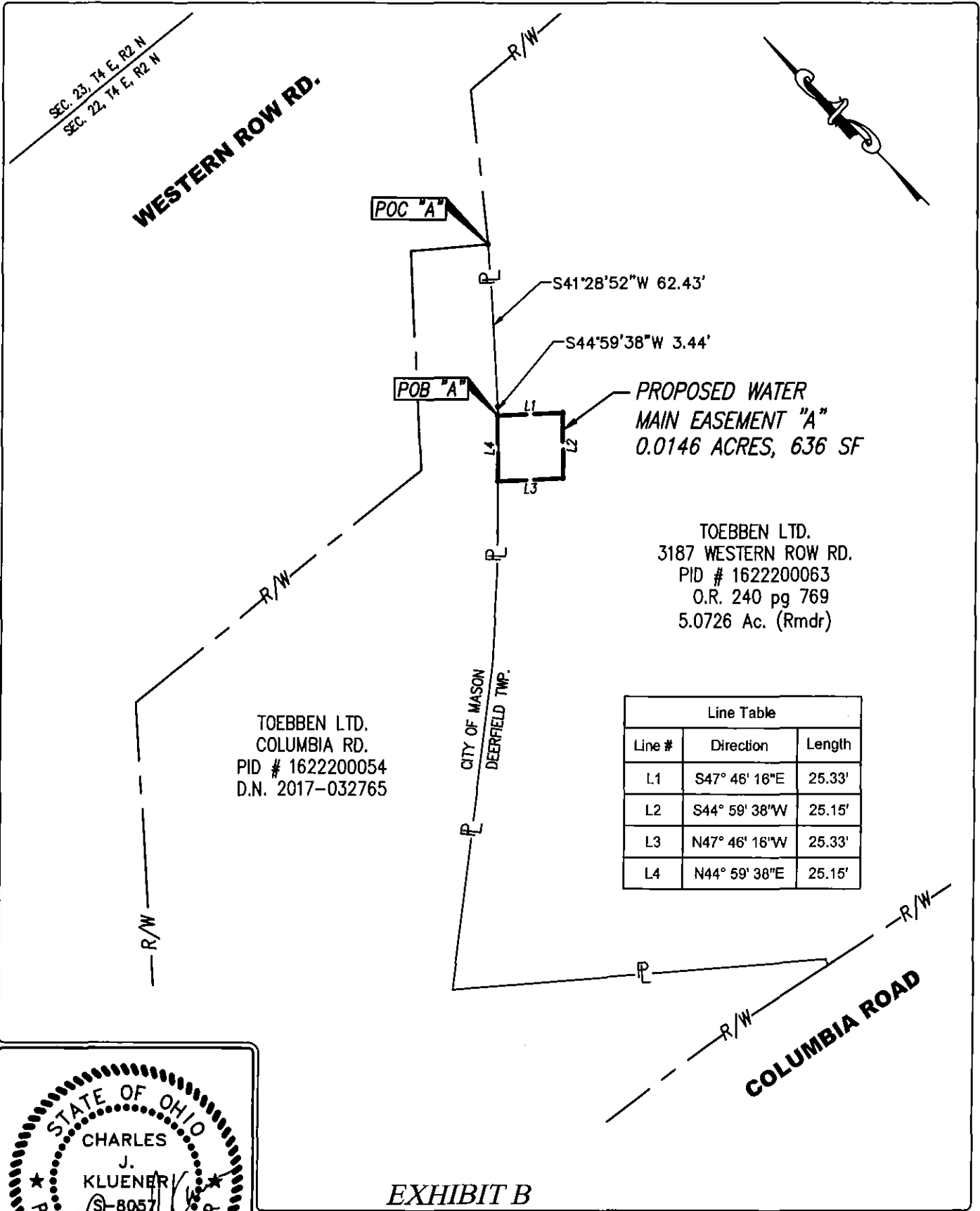


EXHIBIT B

FILENAME : C:\ODI\Trifon Group Family of Companies\Share - Client Projects\090 Warren County\20-030.001 Warren Co Socialville Transmission Main\5_Design\5.5_Drawing\Easements\Contract 1\Socialville Easements Contract 1.dwg



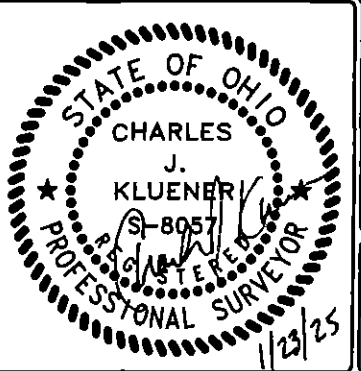
PROPOSED WATER MAIN EASEMENT "A"
0.0146 ACRES, 636 SF

TOEBBEN LTD.
3187 WESTERN ROW RD.
PID # 1622200063
O.R. 240 pg 769
5.0726 Ac. (Rmdr)

TOEBBEN LTD.
COLUMBIA RD.
PID # 1622200054
D.N. 2017-032765

Line Table		
Line #	Direction	Length
L1	S47° 46' 16"E	25.33'
L2	S44° 59' 38"W	25.15'
L3	N47° 46' 16"W	25.33'
L4	N44° 59' 38"E	25.15'

EXHIBIT B



SKETCH OF WATER MAIN EASEMENT
TOEBBEN LTD.
PID No. 1622200063
Section 22, Town 4, Range 2 B.T.M.
Sited in Deerfield Township, Warren County, Ohio

SCALE : 1" = 50'
DRAWN: JR
CHECKED:
DATE:
Jan 23, 2025

RA CONSULTANTS
10856 KENWOOD ROAD
CINCINNATI, OH 45242
513.469.6600
www.raconsultantsllc.com

Grantor: Toebben, Ltd.
Property Address: -0- Columbia Rd, Maineville, OH
Parcel Number: 16-22-200-054
Auditor's Account Number: 1202832

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **Toebben, Ltd.**, a Kentucky Limited Partnership whose tax mailing address is 541 Buttermilk Pike, Suite 104, Crescent Springs Kentucky, 41017 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is for the survey, construction, operation, inspection, maintenance, repair, replace, removal and other utility purposes of a public waterline, hydrants, valves, fittings, and appurtenances as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of Twenty-Two Thousand Five Hundred Fifty-one Dollars (\$ 22,551.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property

including Grantee shall repair/replace any area improperly graded or rutted such that it holds water for more than 72 hours; and,

- 2) The parties acknowledge a Value Finding Appraisal Report was provided by Grantee to Grantor estimating the value of the Easement being granted herein to be Fifty-Two Thousand Five Hundred Fifty-one Dollars (\$52,551). Grantee acknowledges that Grantor has accepted \$22,551 as payment in full due to grantors desire to gift \$30,000 to Warren County. Grantee further acknowledges that Grantor intends to claim a donation to the extent it is allowed. Grantee agrees to cooperate by providing Grantor, upon request, a separate written acknowledgment of the waiver, however, Grantee makes no representation or warranty that such gift entitles Grantor to a tax deduction. For clarification, the validity of this Agreement is not contingent on Grantor being entitled to claim the waiver as a tax deduction.

- 3) No additional consideration.

The permanent easement being granted herein is part of a parcel located in the City of Mason, Warren County, Ohio, consisting of 1.338 acres, and being the same premises described in a deed recorded in Document No. 2017-032765 of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof. If Grantee is pumping bypass water or flushing, Grantee shall cause the direct flow of water away from Grantors' buildings and parking lots where applicable. Additionally, the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein. In the event

any tree or shrub are removed or damaged to the extent a tree or shrub dies within six months of the completion of the project, Grantee shall replace such tree and shrub with comparable landscaping.

2. Excluding on Grantor's parking lot or main drive, the right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors. For clarification, Grantee is not granted a right of entry to the easement area with work related equipment from Grantor's parking lot, or over any curbs. If any such damage is caused by Grantee, Grantee shall restore the damaged property to as good as reasonably possible but not better than existed prior to Grantee entering onto the property.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

An appraisal of the property has been completed and the Grantor acknowledges the receipt of the Value Finding Appraisal Report.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, Toebben, LTD has caused this instrument to be executed by Bill Toebben, President of MATTH TOEBBEN COMPANY, INC., ITS GENERAL

PARTNER, who has set his hand hereto on the date stated below, in accordance with a partnership agreement, company resolution and/or written consent of all partners authorize him to so act.

TOEBBEN, LTD, A KENTUCKY LIMITED
PARTNERSHIP BY: MATTH TOEBBEN COMPANIES,
INC., ITS GENERAL PARTNER

SIGNATURE: 

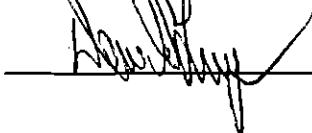
PRINTED NAME: Bill Toebben

TITLE: President

DATE: 3-14-25

STATE OF KENTUCKY, COUNTY OF KENTON, ss:

BE IT REMEMBERED, that on the 14TH day of MARCH, 2025, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be **Bill Toebben**, whose title is **President of Matth Toebben Companies, Inc., General Partner of Toebben, LTD**, whose name is subscribed hereto and he executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

Notary Public: 



OFFICIAL SEAL
DAVID LANGEN
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE
My Comm. Expires Feb. 14, 2027
ID # KYNP67048

[SEAL]

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution Number 25-0412, dated 4/1/25.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: * [Signature]

Printed Name: Tom Grossmann

Title: President

Date: 4/1/25

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 1st day of April, 2025, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann, whose title is **President or Vice-President** of the **Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.

Notary Public: [Signature]

Approved as to form by:



**DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**

[Signature]
By: Bruce A. McGary, Asst. Prosecutor

Date: 3/25/25

EXHIBIT A

THE WARREN COUNTY WATER AND SEWER DEPARTMENT
LEGAL DESCRIPTION FOR A
PERMANENT WATER MAIN EASEMENT "A"
LOCATED ON
TOEBBEN, LTD PROPERTY
PARCEL ID# 1622200054

A permanent easement together with the right of entry and re-entry for the construction, perpetual maintenance, reconstruction, repair and operation of a water main and appurtenances in and upon the following described lands:

Situated in Section 22, Town 4E, Range 2N, B.T.M., City of Mason, Warren County, Ohio, being a part of 1.338 Acres recorded and conveyed to Toebben, Ltd. in D.N. 2017-032765 of the Warren County Ohio Recorders Office, and being more particularly described as follows:

Commencing in a northerly corner of Toebben, Ltd., said corner also being on the southerly limited access right-of-way of Interstate I-71;

Thence with the common line of Toebben Ltd. and the southerly limited access right-of-way line of Interstate 71, South 42°13'44" West, 84.05 feet to the **Point of Beginning**;

Thence leaving Interstate 71 with a new permanent water main easement line through the lands of Toebben, Ltd. the following (2) courses:

1. South 84°20'34" East, 32.58 feet;
2. South 47°46'16" East, 4.46 feet to a westerly line of a 5.0726 acre tract of land, owned by Toebben LTD, recorded in D.N. 2017-010918 of the Warren County Ohio Recorders Office;

Thence along said westerly line of 5.0726 acre tract of land, South 44°59'38" West, 25.15 feet;

Thence leaving said westerly line of 5.0726 acre tract of land with a new permanent easement line through said 1.338 acre tract of land, the following (2) courses:

- 1.) North 84°20'34" West, 44.75 feet;
- 2.) South 58°00'36" West, 421.91 feet to the northerly right-of-way line of Columbia Road;

Thence with the northerly right-of-way line of Columbia Road with a curve turning to the left having an arc length of 68.03, with a radius of 813.94 feet, being subtended by a chord bearing of South 75°15'15" West, for a distance of 68.01 feet;

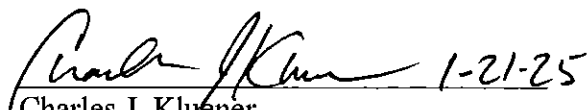
Thence leaving the northerly right-of-way line of Columbia Road with a new division line the following three (3) courses:

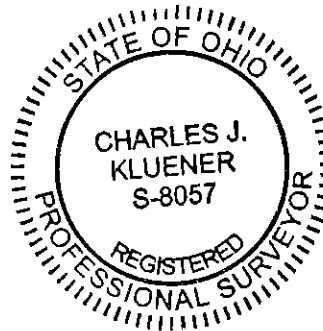
1. With a curve turning to the right having an arc length of 15.95 feet, with a radius of 786.65 feet, and being subtended by a chord bearing of North 58°35'04" East, for a distance of 15.95 feet;
2. North 58°00'36" East, 445.59 feet;
3. North 14°34'39" West, 23.17 feet to the common line of Toebben, Ltd. northerly line and the Interstate 71 southerly limited access right-of-way line;

Thence with the common line of Toebben, Ltd. and Interstate 71, South 84°20'34" East, 64.82 feet to the **Point of Beginning**.

This easement area contains 10,774 square feet more or less, and being subject to all legal highways, and any and all easement of record.

The above description was prepared on January 21, 2025 by Charles J. Kluener and is based on a survey made under the direct supervision of Gregory Barker, Ohio Registration No. S-8656. The bearings are based on the Ohio State Plane Coordinate System, South Zone Grid, NAD 83, per GPS observation.


Charles J. Kluener
Ohio Registered Surveyor No. 8057
RA Consultants LLC



R/W-
SEC. 23, T4 E, R2 N
SEC. 22, T4 E, R2 N
WESTERN ROW RD.

INTERSTATE 71 RAMPS

POC "A"

POB "A"

S42°13'44"W 84.05'

PROPOSED WATER MAIN EASEMENT "A"
0.2473 ACRES, 10,774 SF

TOEBBEN LTD.
3187 WESTERN ROW RD.
PID # 1622200063
O.R. 240 pg 769
8.9426 Ac. (Org.)
D.N. 2017-010918
5.0726 Ac. (Rmdr)

TOEBBEN LTD.
COLUMBIA RD.
PID # 1622200054
D.N. 2017-032765

CITY OF MASON
DEERFIELD TWP.

COLUMBIA ROAD

Line Table		
Line #	Direction	Length
L1	S84° 20' 34"E	32.56'
L2	S47° 46' 16"E	4.46'
L3	S44° 59' 38"W	25.15'
L4	N84° 20' 34"W	44.75'
L5	S58° 00' 36"W	421.91'
L6	N58° 00' 36"E	445.59'
L7	N14° 34' 39"W	23.17'
L8	S84° 20' 34"E	64.82'

Curve Table				
Curve #	Length	Radius	CHORD DIR	CH DIST
C1	68.03'	813.94'	S75° 15' 15"W	68.01'
C2	15.95'	786.65'	N58° 35' 04"E	15.95'

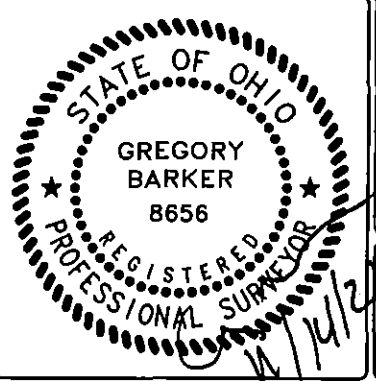


EXHIBIT B

SKETCH OF WATER MAIN EASEMENT
TOEBBEN LTD.
PID No. 1622200054
Section 22, Town 4E, Range 2N B.T.M.
Situated in City of Mason, Warren County, Ohio

SCALE : 1" = 100'
DRAWN: JR
CHECKED:
DATE:
Nov 14, 2024

RA CONSULTANTS
10856 KENWOOD ROAD
CINCINNATI, OH 45242
513.469.6600
www.raconsultantsllc.com

Resolution

Number 25-0413

Adopted Date April 01, 2025

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/25/25 and 3/27/25 as attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 25-0414

Adopted Date April 01, 2025

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS)
SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC FOR
INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF,
SECTION 7B SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	25-005 (P/S)
Development	:	The Trails of Greycliff, Section 7B
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$326,930.63
Surety Company	:	Merchants National Bonding Inc (No. 101354523)

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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Form ST-1
Rev. 08/2016

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

**STREETS AND APPURTENANCES
AND SIDEWALKS**

Security Agreement No.

25-005(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Home Run Development, LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Merchants National Bonding, Inc. (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Trails of Greycliff
Subdivision, Section/Phase 7B (3) (hereinafter the "Subdivision") situated in
Franklin (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 333,054.92,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
251,485.10; 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 326,930.63 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 66,610.98 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:

Home Run Development, LLC

562 N. Main Street

Springboro, OH 45066

Ph. (937) 903 - 2680

D. To the Surety:

Merchants National Bonding, Inc.

P.O BOX 14498

Des Moines, IA 50306

Ph. (515) 243 - 8171

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: Home Run Development, LLC

SURETY: Merchants National Bonding, Inc.

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: George M. Kaiser

PRINTED NAME: Jeremy Crawford

TITLE: Managing Member

TITLE: Attorney-In-Fact

DATE: 3-19-25

DATE: 03/14/2025

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 25-0414, dated 03/14/2025.

4/1/25

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 4/1/25

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

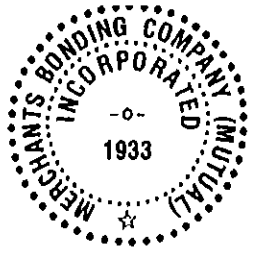
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

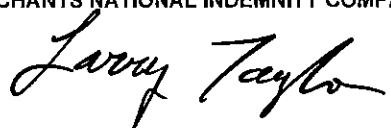
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of March, 2025.

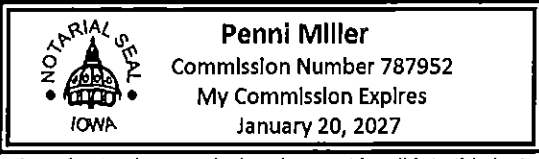


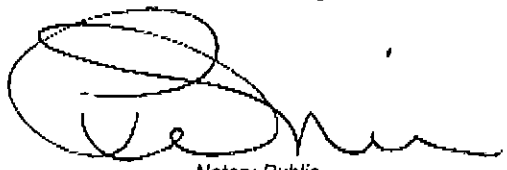
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of March, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing Instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of March, 2025.




Secretary

Effective Date: November 19, 2012

Expiration Date: April 1, 2025

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

MERCHANTS NATIONAL BONDING, INC.

NAIC No. 11595

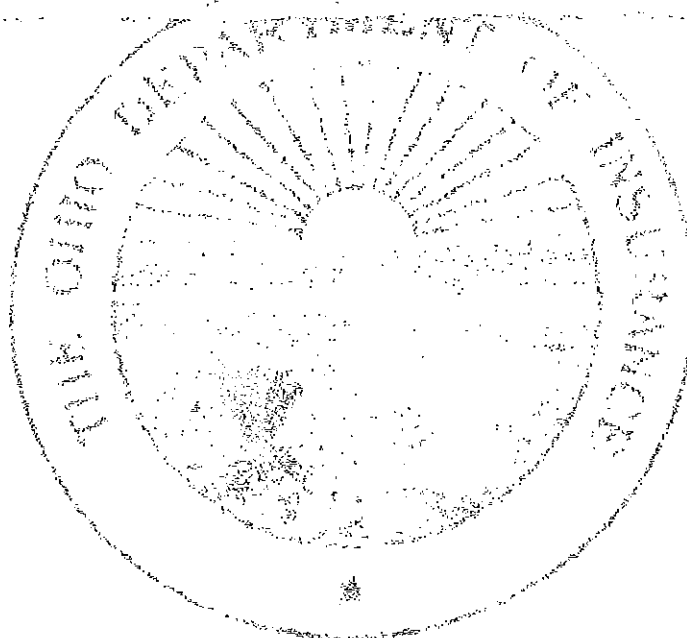
is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

Surety



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



Mike DeWine, Governor

Judith L. French

Judith French, Director

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/29/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

MERCHANTS NATIONAL BONDING, INC.

of Iowa is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

Surety

MERCHANTS NATIONAL BONDING, INC. certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of \$78,124,013, liabilities in the amount of \$44,160,217, and surplus of at least \$33,963,796.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



Resolution

Number 25-0415

Adopted Date April 01, 2025

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS)
SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC FOR
INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF,
SECTION 9 SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	:	25-006 (P/S)
Development	:	The Trails of Greycliff, Section 9
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$251,374.58
Surety Company	:	Merchants National Bonding Inc (No. 101354524)

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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Form ST-1
Rev. 08/2016

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

**STREETS AND APPURTENANCES
AND SIDEWALKS**

Security Agreement No.

25-006(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Home Run Development, LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Merchants National Bonding, Inc. (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Trails of Greycliff
Subdivision, Section/Phase 9 (3) (hereinafter the "Subdivision") situated in
Franklin (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 519,402.36,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
193,365.06; 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 251,374.58 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 103,880.47 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:

Home Run Development, LLC

562 North Main Street

Springboro, OH 45066

Ph. (937) 903 _2680

D. To the Surety:

Merchants National Bonding, Inc.

P.O BOX 14498

Des Moines, IA 50306

Ph. (515) 243 - 8171

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.

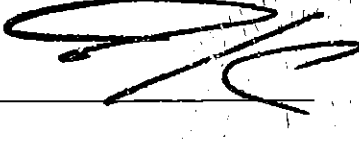
DEVELOPER: Home Run Development, LLC

SURETY: Merchants National Bonding, Inc.

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: George M. Kaiser

PRINTED NAME: Jeremy Crawford

TITLE: Managing Member

TITLE: Attorney-In-Fact

DATE: 5-3-19-25

DATE: 03/14/2025

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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 25-0415, dated 03/14/2025.

4/1/25

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 4/1/25

RECOMMENDED BY:

By: [Signature]
COUNTY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
COUNTY PROSECUTOR

Key:

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of March, 2025.



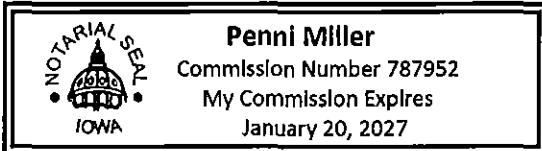
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of March, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of March, 2025.



Secretary

Effective Date: November 19, 2012

Expiration Date: April 1, 2025

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

MERCHANTS NATIONAL BONDING, INC.

NAIC No. 11595

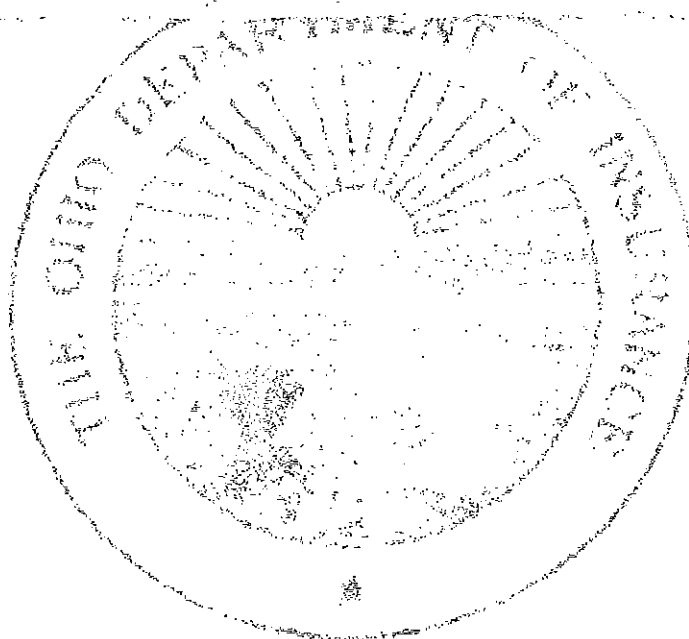
is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

Surety



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



Mike DeWine, Governor

Judith L. French

Judith French, Director

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/29/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

MERCHANTS NATIONAL BONDING, INC.

of Iowa is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

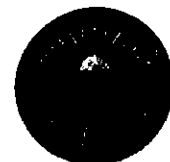
Surety

MERCHANTS NATIONAL BONDING, INC. certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of \$78,124,013, liabilities in the amount of \$44,160,217, and surplus of at least \$33,963,796.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



Resolution

Number 25-0416

Adopted Date April 01, 2025

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF SECTION 7B SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	25-005 (W/S)
Development	:	The Trails of Greycliff, Section 7B
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$20,369.87
Surety Company	:	Merchants National Bonding, Inc. (101354528)

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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Home Run Development, 562 N. Main Street, Springboro, OH 45066
Merchants National Bonding, Inc, P.O. Box 14498, Des Moines, IA 50306
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

25-005 (4/3)

This Agreement made and concluded at Lebanon, Ohio, by and between Home Run Development, LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Mercantile National Bonding, Inc (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Trails of Greycliff
Subdivision, Section/Phase 7B (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 203,698.87,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 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 20,369.87 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:

Home Run Development, LLC

562 North Main Street

Springboro, OH 45066

Ph. (937) 903 - 2680

D. To the Surety:

Merchants National Bonding, Inc.

P.O BOX 14498

Des Moines, IA 50306

Ph. (_____) _____ - _____

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.**

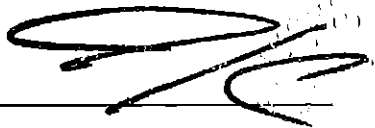
- 17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners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

SURETY: Merchants National Bonding, Inc.
 Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: George M. Kaiser

PRINTED NAME: Jeremy Crawford

TITLE: Managing Member

TITLE: Attorney-In-Fact

DATE: 3-19-25

DATE: 3/14/2025

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 25-0016, dated 4/1/25.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

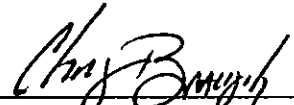
SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 4/1/25

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

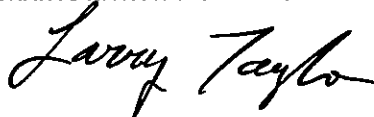
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of March, 2025.

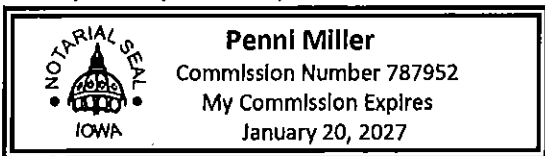



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of March, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.





Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of March, 2025.




Secretary

Effective Date: November 19, 2012

Expiration Date: April 1, 2025

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

MERCHANTS NATIONAL BONDING, INC.

NAIC No. 11595

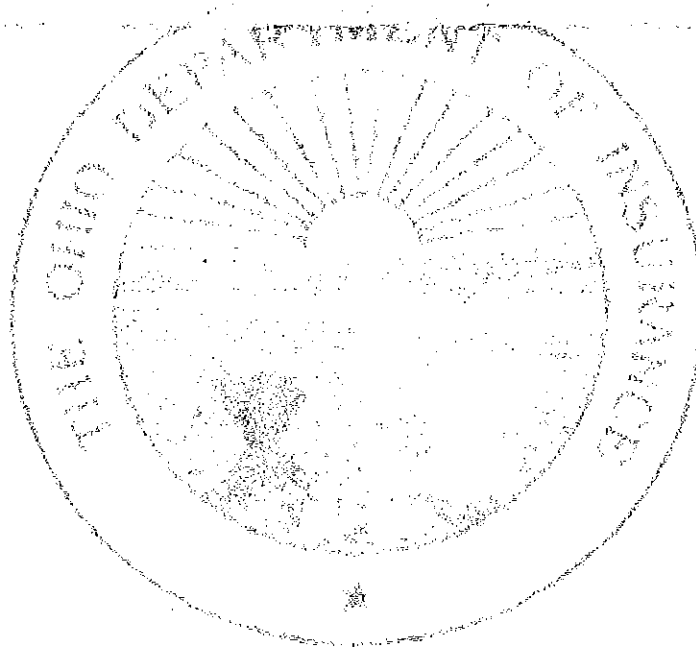
is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

Surety



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



Mike DeWine, Governor

Judith L. French

Judith French, Director

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/29/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

MERCHANTS NATIONAL BONDING, INC.

of Iowa is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

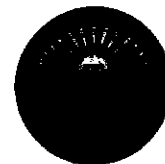
Surety

MERCHANTS NATIONAL BONDING, INC. certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of \$78,124,013, liabilities in the amount of \$44,160,217, and surplus of at least \$33,963,796.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



Resolution

Number 25-0417

Adopted Date April 01, 2025

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH HOME RUN DEVELOPMENT, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE TRAILS OF GREYCLIFF SECTION 9 SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	25- 003 (W/S)
Development	:	The Trails of Greycliff, Section 9
Developer	:	Home Run Development, LLC
Township	:	Franklin
Amount	:	\$29,878.69
Surety Company	:	Merchants National Bonding, Inc. (101354527

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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

caw

cc: Home Run Development, 562 N. Main Street, Springboro, OH 45066
Merchants National Bonding Co., PO Box 14498, Des Moines, IA 50306
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

25-003 (4/3)

This Agreement made and concluded at Lebanon, Ohio, by and between Home Run Development, LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Merchants National Bonding, Inc. (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Trails of Greycliff
Subdivision, Section/Phase 9 (3) (hereinafter the "Subdivision") situated in
Franklin (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 298,786.87,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 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 29,878.69 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:

Home Run Development, LLC

562 N. Main Street

Springboro, OH 45066

Ph. (_____) _____ - _____

D. To the Surety:

Merchants National Bonding, Inc.

P.O BOX 14498

Des Moines, IA 50306

Ph. () -

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: Home Run Development, LLC

SURETY: Merchants National Bonding, Inc.

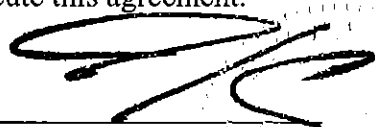
Pursuant to a resolution authorizing the undersigned to execute this agreement.

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

SIGNATURE: _____



SIGNATURE: _____



PRINTED NAME: George M. Kaiser

PRINTED NAME: Jeremy Crawford

TITLE: Managing Member

TITLE: Attorney-In-Fact

DATE: 3-19-25

DATE: 3/14/2025

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 25-0417, dated 4/1/25.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 4/1/25

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

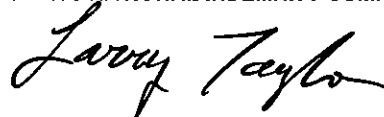
"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of March, 2025.

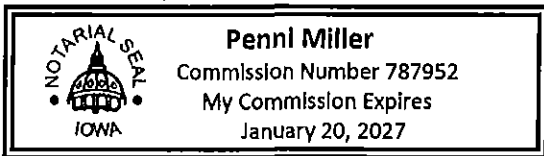



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of March, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of March, 2025.




Secretary

Resolution

Number 25-0418

Adopted Date April 01, 2025

APPROVING VARIOUS RECORD PLATS

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

- Trails of Greycliff Section 7B Final Plat – Franklin Township
- Trails of Greycliff Section 9 Final Plat – Franklin 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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 25-0419

Adopted Date April 01, 2025

APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE TOURISM AND
ECONOMIC DEVELOPMENT SUPPORT FUND #2213

BE IT RESOLVED, to approve the following supplemental appropriation:

\$22,500,000.00 into #22131111-5400 (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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Economic Development (file)
OMB (file)

Resolution

Number 25-0420

Adopted Date April 01, 2025

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO CLERK OF COURTS – COUNTY COURT DIVISION FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Clerk of Courts – County Court Division fund #11011282 in order to process a vacation payout for Mary McCandless, former employee of the Clerk of Courts – County Court Division:

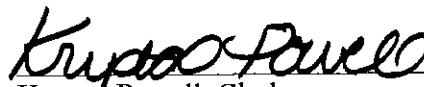
\$3,258.00 from #11011110-5882 (Genl BOCC – Vacation Leave Payout)
 into #11011282-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Clerk of Courts (file)
OMB

Resolution

Number 25-0421

Adopted Date April 01, 2025

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 JUVENILE DETENTION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention fund #11012600 in order to process a vacation payout for Tyler Gamel, former employee of Juvenile Detention:

\$204.00 from #11011110-5882 (Genl BOCC – Vacation Leave Payout)
 into #11012600-5882 (Juv 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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

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

Resolution

Number 25-0422

Adopted Date April 01, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE
FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment:

\$60,000.00	from	#22023120-5400	(Purchased Services)
	into	#22023120-5223	(Gas & Oil Operating Supplies)

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

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

Resolution adopted this 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)

Resolution

Number 25-0423

Adopted Date April 01, 2025

APPROVING APPROPRIATION ADJUSTMENTS WITHIN LOCAL FISCAL RECOVERY FUND #2211

BE IT RESOLVED, to approve the following appropriation adjustments within #2211:

\$10,400.00	from #22111111-5102	(Regular Salaries)
\$ 1,460.00	from #22111111-5811	(PERS)
\$ 5,275.00	from #22111111-5820	(Health & Life)
\$ 150.00	from #22111111-5871	(Medicare)
\$62,201.59	from #22111111-5400	(Purchased Services)
\$79,486.59	into #22111110-5102	(Regular Salaries)

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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj file
OMB (file)
OGA

Resolution

Number 25-0424

Adopted Date April 01, 2025

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND #5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to vehicle maintenance; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

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

\$50,000.00 from #55103200-5998 (Reserve/Contingency)
into #55103200-5462 (Vehicle Maintenance)

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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 25-0425

Adopted Date April 01, 2025

APPROVING APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
#5580

WHEREAS, the Water and Sewer Department incurs costs pertaining to job required training and education; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

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

\$10,000.00 from #55803300-5998 (Reserve/Contingency)
into #55803300-5850 (Training/Education)

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 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 25-0426

Adopted Date April 01, 2025

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

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

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

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

Resolution adopted this 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITONS

Department	Vendor Name	Description	Amount
WAT	TOEBBEN LTD	WAT EASEMENT TOEBBEN LTD - PAR	\$ 22,551.00 *capital purchase/resolution in packet
FAC	RJE BUSINESS INTERIORS	FAC NEW OFFICE FURNITURE FOR P	\$ 86,377.94 *capital purchase/ state contract
WAT	BRANDY PITZER	WAT WATER DISTRIBUTION POLE BARN	\$ 77,000.00 *capital purchase/ obtained quotes
TEL	CINCYAUTOS INC	TEL NEW 2025 FORD EXPEDITION	\$ 53,707.00 *vehicle/ priced below state contract

Approved 4/1/25 by:



Martin Russell, County Administrator