

# Resolution

Number 19-1413

Adopted Date October 24, 2019

APPROVE PAY INCREASE FOR BRENT POWELL, METER READER I WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Brent Powell has his CDL license and as indicated by the Water and Sewer Work Rules is eligible for a four (4) percent increase; and

NOW THEREFORE BE IT RESOLVED, to approve the pay increase for Brent Powell, Meter Reader I within the Water and Sewer Department, Pay Range 13, \$16.91, per hour, effective pay period beginning October 26, 2019.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Water/Sewer (file)  
B. Powell' Personnel file  
OMB – Sue Spencer  
T. Reier

# Resolution

Number 19-1414

Adopted Date October 24, 2019

HIRE MIRANDA GRIFFITH AS A TEMPORARY ADMINISTRATIVE CLERK WITHIN THE COMMISSIONERS' OFFICE

WHEREAS, the Clerk has requested a temporary Administrative Clerk to cover an upcoming extended medical leave within the Commissioners' Office effective October 28, 2019 until no longer needed; and

NOW THEREFORE BE IT RESOLVED, to hire Miranda Griffith as a Temporary Administrative Clerk within Commissioners' Office, full-time, temporary, non-exempt status (40 hours per week), \$11.55 per hour; and

BE IT FURTHER RESOLVED, employment may end at any time based on departmental needs.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners file  
Miranda Griffith's Personnel file  
OMB – Sue Spencer

# Resolution

Number 19-1415

Adopted Date October 24, 2019

ENTER INTO CONTRACT WITH W.G. STANG, LLC. FOR THE FY19 CITY OF FRANKLIN SHAWN DRIVE STORM SEWER CDBG PROJECT

WHEREAS, pursuant to Resolution #19-1386, adopted October 22, 2019, this Board approved a Notice of Intent to Award Bid for the FY19 City Of Franklin Shawn Drive Storm Sewer CDBG Project to W.G. Stang, LLC., for a total bid price of \$122,400.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with W.G. Stang, LLC., 2403 Jacksonburg Road, Hamilton, Ohio, for a total bid price of \$122,400.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a— W.G. Stang, LLC.  
OGA (file)  
OMB Bid file

## CONTRACT

THIS AGREEMENT, made this 24<sup>th</sup> day of October, 201~~7~~<sup>9</sup>, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and W. G. Stang LLC, doing business as a corporation, hereinafter called "Contractor".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

**"CDBG FY2019 City of Franklin (Shawn Drive & Catch Basins)  
Storm Sewer Improvement Project"**

hereinafter called the project, for the sum of one hundred, twenty two thousand, four hundred Dollars (\$122,400) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
  - Affidavit of Non-Delinquency of Personal Property Taxes
  - Bid Guarantee and Contract Bond
  - Non-collusion Affidavit
- F. Contract Forms
  - Notice of Award and Acceptance
  - Notice to Proceed and Acceptance
  - Change Order
- G. Conflict of Interest
  - Special Conditions Pertaining to Hazards Safety
  - Standards and Accident Prevention
  - Special Equal Opportunity Provisions (Section 3 Compliance)
  - Certifications of Compliance with Air and Water Acts
  - Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
  - Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
- H. Federal Labor Standards
  - Prevailing Wage Rates

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project by within sixty days of date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

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

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney fees, litigation expenses, suits at law or in equity, causes of actions, actions, damages, and obligations arising from (a) negligent reckless or willful and wanton acts, errors, omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

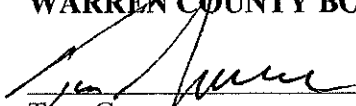
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

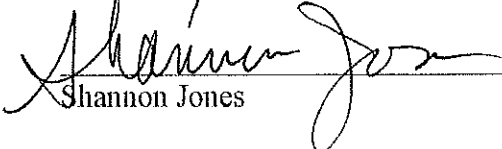
CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and OWNER, nor create any obligations on the part of the OWNER to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.


(Seal)

**WARREN COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Tom Grossmann

  
\_\_\_\_\_  
Shannon Jones

ATTEST:

  
\_\_\_\_\_  
Name

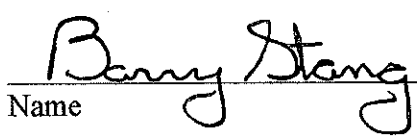
\_\_\_\_\_  
David G. Young

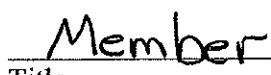
(Seal)

ATTEST:

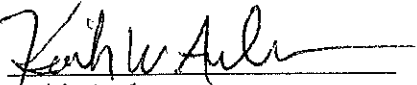
**CONTRACTOR**

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Title

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Keith Anderson  
Assistant County Prosecutor

# Resolution

Number 19-1416

Adopted Date October 24, 2019

ENTER INTO CONTRACT WITH GARBER ELECTRICAL CONTRACTORS, INC. FOR THE WARREN COUNTY GOVERNMENT CAMPUS PAGING SYSTEM PROJECT

WHEREAS, pursuant to Resolution #19-1346, adopted October 10, 2019, this Board approved a Notice of Intent to Award Contract for the Warren County Government Campus Paging System Project to Garber Electrical Contractors, Inc., for a total bid price of \$149,265.00; and

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


NOW THEREFORE BE IT RESOLVED, to enter into contract with Garber Electrical Contractors, Inc., 100 Rockridge Road, Englewood, Ohio, for a total contract price of \$149,265.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH\

cc: c/a—Garber Electrical Contractors, Inc.  
Facilities Management (file)  
OMB Bid file

## CONTRACT

THIS AGREEMENT, made this 24<sup>th</sup> day of October, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Garber Electrical Contractors, Inc., 100 Rockridge Road, Englewood, Ohio**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

### GOVERNMENT CAMPUS PAGING SYSTEM PROJECT

hereinafter called the project, for the sum of **\$149,265.00, one hundred forty nine thousand, two hundred sixty five dollars**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Federal Davis Bacon Wage
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER. The Contractor further agrees to pay, as liquidated damages, the sum of 400.00 for each consecutive calendar day thereafter.

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

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity,



causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

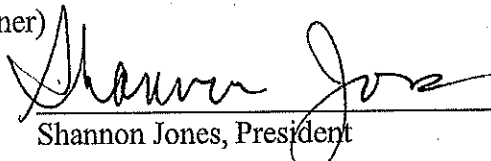
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

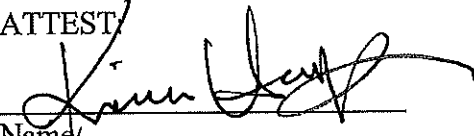
**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS

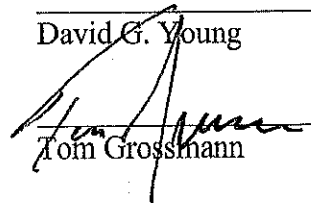
(Owner)

  
\_\_\_\_\_  
Shannon Jones, President

ATTEST

  
\_\_\_\_\_  
Name

\_\_\_\_\_  
David G. Young

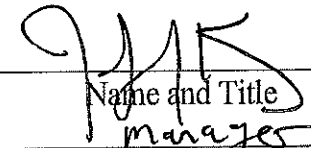
  
\_\_\_\_\_  
Tom Grossmann

(Seal)

ATTEST:

\_\_\_\_\_

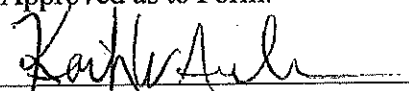
By:

  
\_\_\_\_\_  
Name and Title  
manager

GARBER ELECTRICAL CONTRACTORS, INC.

(Contractor)

Approved as to Form:

  
\_\_\_\_\_  
Assistant Prosecutor

# Resolution

Number 19-1417

Adopted Date October 24, 2019

ENTER INTO CONTRACT WITH YORK ELECTRIC, INC. FOR THE 2019 IMPROVEMENTS TO WARREN COUNTY AIRPORT – JOHN LANE FIELD PRECISION APPROACH PATH INDICATIONS (PAPI) PROJECT

WHEREAS, pursuant to Resolution #19-0917, adopted July 16, 2019, this Board approved a Notice of Intent to Award Contract for the 2019 Improvements to Warren County Airport – John Lane Field Precision Approach Path Indications (PAPI) Project to York Electric, Inc., for a total bid price of \$81,600.00; and

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


NOW THEREFORE BE IT RESOLVED, to enter into contract with York Electric, Inc., 530 E. Second Street, Dayton, Ohio, for said project, for a total contract price of \$81,600.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH\

cc: c/a—York Electric, Inc.  
Airport (file)  
OMB Bid file

## CONTRACT

This Agreement, made and entered into this 27th day of October, 2019, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, acting by and through its President, pursuant to Motion passed by at least a majority vote of its members on \_\_\_\_\_, hereinafter designated the OWNER, and York Electric, Inc., located at 530 E. second Street, P.O. Bos 3138, Dayton, OH 45401, hereinafter designated the CONTRACTOR, acting through its \_\_\_\_\_ pursuant to an authorizing corporate resolution. (title)

### WITNESSETH:

That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the OWNER and its successors and assigns, and the CONTRACTOR for itself and its, successors and assigns, as follows:

The CONTRACTOR, in consideration of payment at the unit prices submitted in their Proposal dated July 2, 2019 (the total of which is estimated to be \$81,600.00, to be paid by OWNER to CONTRACTOR, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment to complete the items of work required for the following project: 2019 Improvements to Warren County Airport-John Lane Field, in accordance with the Plans and with the Specifications and Contract Documents dated May 2019 prepared by Stantec Consulting Services Inc. (attached to and included as part of this Agreement). Final payment will be determined by the sum of the unit prices multiplied by the actual approved number of units for each item of work stipulated, and may be more or less than the total amount estimated above.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Agreement, according to the true intent and meaning thereof, then the OWNER may avail itself of any or all remedies provided in its behalf in the Agreement and shall have the right and power to proceed in accordance with the provisions thereof. Work shall be completed in accordance with:

1. Materials purchased for use or consumption in connection with the proposed work may be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code and also from the State of Ohio Use Tax, Section 5741.02. Purchases by CONTRACTOR, of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals may be subject to the application of the Ohio Sales and Use Taxes. CONTRACTOR shall complete an updated IRS W-9 matching records on file with IRS.
2. CONTRACTOR hereby agrees to hold the OWNER free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of CONTRACTOR, its subcontractors, agents or employees.
3. CONTRACTOR agrees to pay each subcontractor under this prime Agreement for satisfactory performance of its Agreement no later than fourteen (14) days from the receipt of payment from OWNER for the work completed by the subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of OWNER.
4. CONTRACTOR certifies that they have not been disbarred or otherwise prohibited by any federal, state or local governmental agency, authority or contracting party from entering into an Agreement for, or performing work on, the Project.
5. CONTRACTOR is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should CONTRACTOR encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, they shall immediately cease operations in that location and notify the OWNER. OWNER will immediately investigate contractor's finding and OWNER will direct CONTRACTOR to either resume their operations or to suspend operations as

directed. Should OWNER order suspension of CONTRACTOR'S operations in order to protect an archaeological or historical finding, or order CONTRACTOR to perform extra work, such shall be covered by an appropriate Agreement modification. If appropriate, the Agreement modification shall include an extension of the time for performance in this Agreement.

6. Changes in the Scope of Work, except deletions of Work to be performed, may only be accomplished by a written change order/amendment signed by both OWNER and CONTRACTOR that will set forth the adjustment in price which will result from the amendment. There will be no oral amendments or understandings binding on either party, nor will either party be liable for breach for failure to abide by an oral amendment/change order alleged to exist.
7. For and during the term of this Agreement, CONTRACTOR shall maintain such liability insurance specified in the General Contract Provisions. Said liability insurance shall be primary and any policy of insurance maintained by OWNER or its agents shall be secondary. Said liability insurance shall also provide the same coverage and duty to defend OWNER as such policy provides for CONTRACTOR. Said coverage shall not be altered or amended during the term of this agreement without the express written consent of OWNER.
8. This Agreement will be binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto unless otherwise specifically set forth herein. This Agreement shall not be amended or supplemented except as may be done in writing and signed by the parties hereto.
9. This Agreement shall be governed by the laws of the State of Ohio. All claims, counterclaims, disputes, interpretations, and other matters in question between OWNER, its agents and employees, and CONTRACTOR arising out of or relating to this Agreement or its breach shall exclusively be the Warren County, Ohio Court of Common Pleas, and CONTRACTOR waives the right to remove or initiate any action in any federal court.
10. The remedies reserved in this Agreement are cumulative and in addition to any remedies provided for in law or equity. No waiver of the breach of any term of this Agreement on any occasion will constitute a waiver of any other provision, any future breach of the same provision, nor constitute a course of dealing contrary to the terms of this Agreement.
11. All notices and other communications required or authorized must be given either in writing or by personal delivery or by registered mail addressed to the respective party at the address indicated at the beginning of this agreement.
12. The Contractor understands and agrees that time is of the essence for completion of the Project and that the Owner will suffer additional expense and financial loss if said Project is not completed within the agreed upon Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such documentation of loss, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of \$1,500 per day for each calendar day in excess of the authorized Contract Time that work remains incomplete. In addition, the Contractor understands and agrees that:
  - a. the Owner has the right to deduct from any moneys due the Contractor the amount of said liquidated damages; and
  - b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hand and seals and have executed this Agreement, in quadruplicate, the day and year stated below.

Attest:

*Liann Clark*

**WARREN COUNTY BOARD OF COMMISSIONERS  
(OWNER)**

By: *Shannon Jones*

Name: Shannon Jones

Title: President

Date: 10/24/19

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Liann Clark*

By: *Tom Grossmann*

Name: Tom Grossmann

Title: Member

Date: 10/24/19

**YORK ELECTRIC, INC. (CONTRACTOR)**

*Reynold Sturgeon*  
*Mike Handy*

By: *Jeffrey B. Collins*

Name: Jeffrey B. Collins

Title: President

Date: 8/30/19

# Resolution

Number 19-1418

Adopted Date October 24, 2019

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH LISA ANN ROGERS FOR THE LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT

WHEREAS, in order to improve Lytle Five Points Road and Bunnell Hill Road Intersection Roundabout Project, it is necessary to enter onto the property, parcel #05-32-101-007 located at 55 East Lytle Five Points Rd. Centerville, OH. 45458 which is owned by Lisa Ann Rogers, an unmarried woman; and

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

1. Construct a T-turnaround connected to existing driveway.
2. When weather permits, see and straw any disturbed area.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Lisa Ann Rogers, an unmarried woman, for the Lytle Five Points Road and Bunnell Hill Road Intersection Roundabout Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Rogers, Lisa Ann  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Lisa Ann Rogers, an unmarried woman, whose tax mailing address is 55 East Lytle Five Points Road, Centerville, Ohio 45458 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

#### Witnesseth:

In order to improve the public safety at the intersection of Lytle Five Points Road and Bunnell Hill Road, a Roundabout intersection project is to be constructed. In order to construct the project, it is necessary to enter onto property owned by Grantor. The subject real estate is located at 55 East Lytle Five Points Road, identified as Parcel #13-07-427-007. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Construct a T-turnaround connected to existing driveway.
2. When weather permits, seed and straw any disturbed area.

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

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lytle Five Points Road Bunnell Hill Road Roundabout Project or until December 31, 2020, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Lisa Ann Rogers, an unmarried woman has hereunto set her hand on the date stated below.

Grantors:

Lisa Ann Rogers

Name: Lisa Ann Rogers

Title: \_\_\_\_\_

Date: 9/22/2019

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 22nd day of September, 2019, before me, the subscriber, a Notary Public in and for said state, personally came Lisa Ann Rogers, an unmarried woman, being the Grantor in the foregoing agreement, did acknowledge the signing thereof to be their voluntary act and deed.

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



GAIL M. BAUMANN  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
May 18, 2021

Notary Public: Gail M. Baumann  
My commission expires: May 18, 2021

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shanna Jones, its President on the date stated below, pursuant to Resolution Number 19-1419, dated 10/24/19

Grantee: \_\_\_\_\_  
Signature: Shanna Jones  
Printed Name: Shanna Jones  
Title: President  
Date: 10/24/19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 24th day of October, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shanna Jones, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorizing her to act.

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



KIANA HAWK  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023

Notary Public: Kiana Hawk  
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Adam Nice  
Adam Nice, Assistant Prosecutor  
500 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1782  
Fx. (513) 695-2962  
Email: Adam.Nice@co.warren.oh.us

# Resolution

Number 19-1419

Adopted Date October 24, 2019

ENTER INTO A TEMPORARY CONSTRUCTION EASEMENT WITH MARION J. FOUST, TRUSTEE OF THE MARION J. FOUST REVOCABLE LIVING TRUST AGREEMENT FOR THE LYTLE-FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT.

WHEREAS, in order to improve Lytle-Five Points Road and Bunnell Hill Road intersection, it is necessary to construct roadway improvements. In order to do this work it is necessary to enter onto property, which is owned by Marion J. Foust, Trustee of the Marion J. Foust Revocable Living Trust Agreement; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a temporary construction easement from the property owner; and

WHEREAS, the land for the temporary construction easement is as follows:

Temporary Construction Easement – Exhibit A & B– 0.011 acres

WHEREAS, the negotiated price for the temporary construction easement is \$563.00; and

NOW THEREFORE BE IT RESOLVED, to enter into temporary construction easement agreement, copies of which are attached hereto and made a part hereof, with Marion J. Foust, Trustee of the Marion J. Foust Revocable Living Trust for the Lytle-Five Points Road and Bunnell Hill Road intersection roundabout project for the sum of \$563.00.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Foust, Marion J.  
Engineer (file)  
Easement file

**MEMORANDUM OF TRUST**  
ORC §5301.255

This Memorandum of Trust is executed this 22nd day of September, 2019, by Marion J. Foust, Trustee of the Marion J. Foust Revocable Living Trust Agreement, dated August 28, 2007.

1. The correct full name of the trust is The Marion J. Foust Revocable Living Trust Agreement (the "Trust").
2. The date of execution of the Trust is August 28, 2007.
3. The Trustee of the Trust is Marion J. Foust, whose address is 73 E. Lytle-Five Points Road, Centerville, Ohio 45458.
4. The powers of the Trust relative to the sale or conveyance of real property by the Trustee are as follows:

The Trustee, or successor Trustee, shall have the power and authority to manage and control the trust property in such a manner as the Trustee or successor Trustee may deem advisable, and they shall have, enjoy and exercise all powers and rights over and concerning property and the proceeds thereof as fully and amply as though the Trustee was the absolute and unqualified owner of same, including, but not limited to, the following:

Power to Manage Trust Property. The power to grant, exchange, lease, sell and convey real and personal property.

5. There are no restrictions on the powers of sale or conveyance.
6. As the Trustee of the Trust, the Trustee owns the property at 73 E. Lytle-Five Points Road, Centerville, Ohio 45458, further described on Exhibit A attached hereto.

[Signature Page to Follow]

*Marion Foust*

Marion J. Foust, Trustee of the Marion  
J. Foust Revocable Living Trust  
Agreement, dated August 28, 2007.

STATE OF OHIO, COUNTY OF WARREN, SS:

The foregoing instrument was acknowledged before me this 22nd day of  
September, 2019, by Marion J. Foust, Trustee of the Marion J. Foust Revocable Living  
Trust Agreement, dated August 28, 2007.



GAIL M. BAUMANN  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
May 18, 2021

*Gail M. Baumann*

Notary Public, State of Ohio

Commission expires: *May 18, 2021*

EXHIBIT A

Situate in the Township of Clearcreek, in the County of Warren, and State of Ohio,

And in Section 32, Town 3, Range 5, M.R.S., and bounded and described as follows:

Beginning at a point in the center of the Lytle and Five Points Road and in the North line of Section 32, said beginning point bears S. 88° 41' E. 360 feet from the Northwest corner of said Section;

Running thence with said road and section line S. 88° 41' E. 328 feet to a point;

Thence S. 1° 00' W. 531.4 feet to a point;

Thence N. 88° 43' W. 328 feet to a point;

Thence N. 1° 00' E. 531.6 feet to the place of beginning, containing four (4.00) acres, subject to all legal highways.

Parcel No.: 05-32-101-008

*DWB*

WARREN COUNTY

BOOK 4531 PAGE 888

*God*  
**TRANSFERRED**  
*W*  
SEP 04 2007  
SEP. 319.902 COMPLIED WITH  
NICK NELSON, ANNOT  
WARREN COUNTY, OHIO

PAGE 2 OF

KEITH DEYERD - WARREN COUNTY RECORDER  
Doc #: 653321 Type: DEED  
Filed: 9/04/2007 10:22:48 \$ 28.00  
OR Volume: 4531 Page: 887 Return: #  
Rec#: 16391 Pages: 2  
MARION FOLST

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #05-32-101-008-0 (Pt.)**

**ARTICLES OF AGREEMENT**

This Temporary Construction Easement Agreement (the "Agreement") is entered into the date stated below by Marion J. Foust, Trustee of the Marion J. Foust Revocable Living Trust Agreement dated 28 August, 2007 whose tax mailing address is 73 E. Lytle-Five Points Road, Centerville, OH 45458 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain temporary access rights for the Lytle-Five Points Road and Bunnell-Hill Road Intersection - Roundabout Improvement, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0039, dated January 15, 2019.

That the Grantor, for and in consideration of the sum of Five Hundred Sixty-Three and no/100 Dollar(s) (\$563.00) paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell, and release to the Grantee, its successors and assigns, a temporary construction easement situated in Section 32, Town 3, Range 5 between the Miamis, Clearcreek Township, Warren County, State of Ohio consisting of 4.00 acres being the same premises described in the deed recorded in the Warren County Recorder's Office as O.R. Vol. 4531, Page 887, said temporary construction easement for constructing the necessary project improvements effects only that part of the real estate upon, over and under the lands hereinafter described as follows:

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

**See Exhibit "A" for details.  
See Exhibit "B" for drawing.**

The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the earlier of the completion of the Lytle-Five Points Road and Bunnell-Hill Road Intersection – Roundabout Improvement, or August 21, 2021.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04 (C).

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 arising out of or relating in any way to this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.

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**GRANTOR**

**IN EXECUTION WHEREOF**, Marion J. Foust, Trustee, the Grantor herein, has set her hand hereto on the date stated below pursuant to her fiduciary powers and authority.

SIGNATURE: *Marion Foust*  
PRINTED NAME: Marion J. Foust, Trustee  
DATE: 9/22/2019

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 22<sup>ND</sup> day of September, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Marion J. Foust, Trustee, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and



GAIL M. BAUMANN  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
May 18, 2021

Notary Public: *Gail M. Baumann*  
My commission expires: May 18, 2021

[the remainder of the page is blank]



**GRANTEE**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, it's President on the date stated below, pursuant to Resolution No. 19-1919, dated 10/24/19

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
PRINTED NAME: Shannon Jones  
TITLE: President  
DATE: 10/24/19

**STATE OF OHIO, COUNTY OF WARREN, ss:**

BE IT REMEMBERED, on this 24th day of October, 2019 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannon Jones, the President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the said Resolution authorizing such act.

Notary Public: [Signature]  
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Bruce McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



KIANA HAWK  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023

**EXHIBIT A**

Ver. Date 03/19/2019

PART OF PIN 05-32-101-008

**WAR-CR46/TR128-ROUNDAABOUT  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A ROUNDAABOUT  
BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 32, Town 3, Range 5 of Between the Miami's original land subdivision;

Being part of a record 4.00 acre parcel as conveyed to **Marion J. Foust, Trustee** by Official Record Volume 4531 and Page 887 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at a point in the center of Lytle-Five Points Road and in the North line of Section 32, said beginning point bears South 84 degrees 30 minutes 41 seconds East, a distance of 360.00 feet from the northwest corner of Section 32, said point being the northwest corner of said Foust parcel and the northeast corner of a record 0.459 acre parcel as conveyed to **Pamela S. Esken** by Official Record Volume 1167 Page 509 of the Warren County Recorder's Records;

**thence South 04 degrees 56 minutes 41 seconds West**, for a distance of **30.00 feet**, along the westerly line of said Foust parcel and the easterly line of said Esken parcel, to a point on the existing southerly right-of-way of Lytle-Five Points Road, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence South 84 degrees 30 minutes 41 seconds East**, for a distance of **95.89 feet**, along the existing southerly right-of-way of Lytle-Five Points Road, to a point;
2. **thence South 05 degrees 36 minutes 47 seconds West**, for a distance of **4.78 feet**, to a point;
3. **thence North 84 degrees 49 minutes 24 seconds West**, for a distance of **95.83 feet**, to a point on the westerly line of said Foust parcel and the easterly line of said Esken parcel;
4. **thence North 04 degrees 56 minutes 41 seconds East**, for a distance of **5.30 feet**, along the westerly line of said Foust parcel and the easterly line of said Esken parcel, to the **Principle Point of Beginning** and containing 0.011 acres, more or less, out of Auditor Parcel Number 05-32-101-008.

**EXHIBIT A**

The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

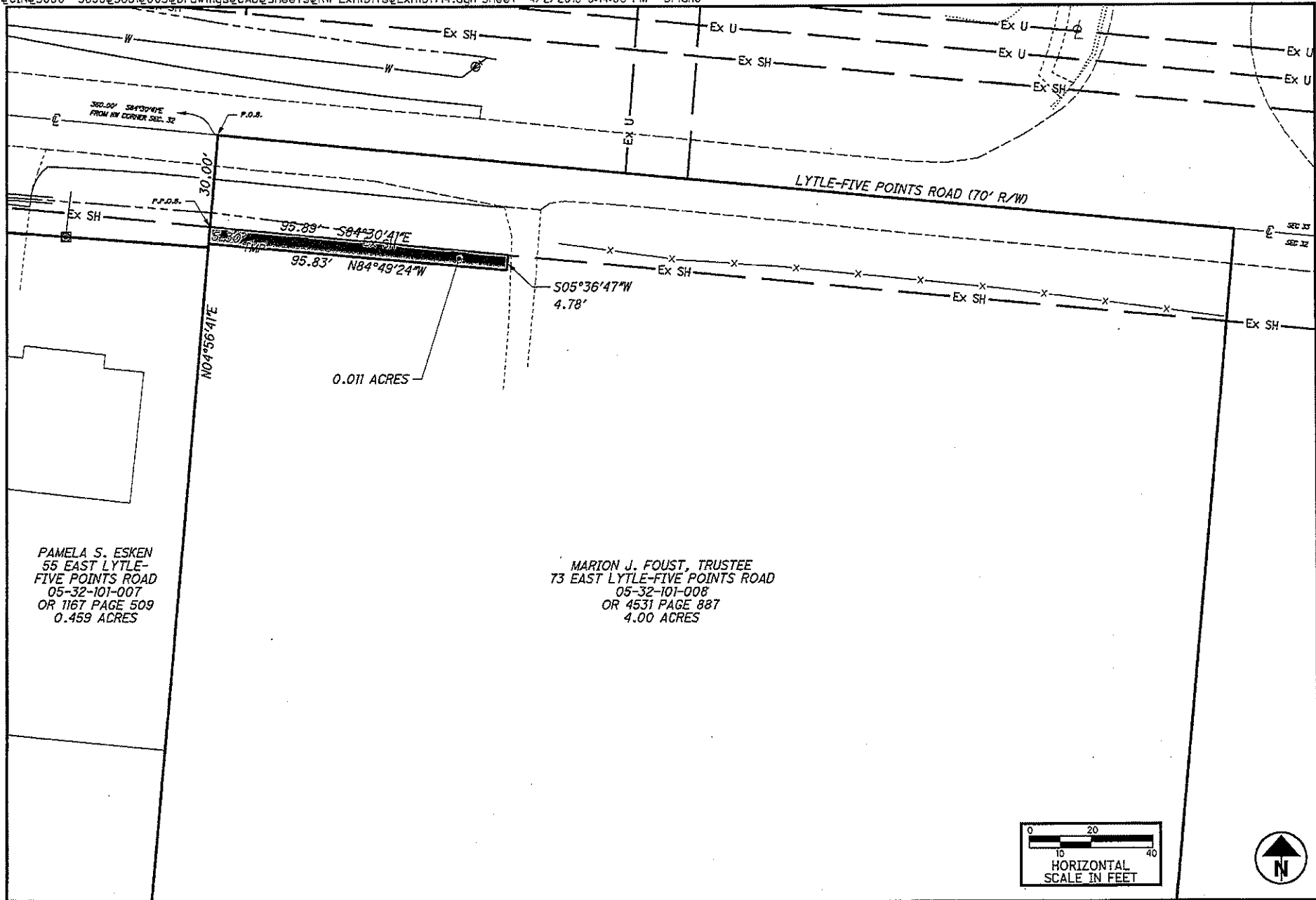
This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian J. Oyer P.S. 8732

# EXHIBIT B

S:\R\CINE\3800--3899\3861\003\Drawings\CAD\Sheets\RW Exhibits\Exhibit14.dgn Sheet 4/2/2019 5:14:06 PM biano



WARREN COUNTY  
OHIO

EXHIBIT FOR PROPOSED EASEMENT  
73 EAST LYTLE-FIVE POINTS RD

# Resolution

Number 19-1420

Adopted Date October 24, 2019

ENTER INTO A TEMPORARY CONSTRUCTION EASEMENT WITH ROBERT B. WILSON, JR. AND TRACY L. WILSON FOR THE LYTLE-FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT.

WHEREAS, in order to improve Lytle-Five Points Road and Bunnell Hill Road intersection, it is necessary to construct roadway improvements. In order to do this work it is necessary to enter onto property, which is owned by Robert B. Wilson, Jr. & Tracy L. Wilson, husband and wife; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a temporary construction easement from the property owner; and

WHEREAS, the land for the temporary construction easement is as follows; and

Temporary Construction Easement – Exhibit A & B– 0.011 acres

WHEREAS, the negotiated price for the temporary construction easement is \$300.00; and


NOW THEREFORE BE IT RESOLVED, to enter into temporary construction easement agreement, copies of which are attached hereto and made a part hereof, with Robert B. Wilson, Jr. & Tracy L. Wilson, husband and wife for the Lytle-Five Points Road and Bunnell Hill Road intersection roundabout project for the sum of \$300.00.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Wilson, Robert Jr., & Tracy  
Engineer (file)  
Easement file

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #04-02-226-003-0 (Pt.)**

**ARTICLES OF AGREEMENT**

This Temporary Construction Easement Agreement (the "Agreement") is entered into the date stated below by Robert B. Wilson, Jr. and Tracy L. Wilson, husband and wife, whose tax mailing address is 89 W. Lytle-Five Points Road, Springboro, Ohio 45066 (jointly the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary temporary access rights for the Lytle-Five Points Road and Bunnell-Hill Road Intersection - Roundabout Improvement, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0039, dated January 15, 2019.

That the Grantor, for and in consideration of the sum of Three Hundred and no/100 Dollar(s) (\$300.00) paid to them by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell, and release to the Grantee, it's successors and assigns, a temporary construction easement over a part of a parcel situated in Section 2, Town 2, Range 5, between the Miamis, Clearcreek Township, Warren County, State of Ohio, consisting of 1.833 acres and being the same premises described in a deed recorded in O.R. Vol. 2134, Page 952 of the Warren County, Ohio Recorder's Office, said Temporary Construction Easement for constructing the necessary project improvements effects only that part of the real estate upon, over and under the lands hereafter described as follows:

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**  
**See Exhibit "A" for details.**  
**See Exhibit "B" for drawing.**

The temporary construction easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the earlier of the completion of the Lytle-Five Points Road and Bunnell-Hill Road Intersection – Roundabout Improvement, or August 21, 2021.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04 (C).

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 arising out of or relating in any way to this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.

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**GRANTOR**

**IN EXECUTION WHEREOF**, Robert B. Wilson, Jr. and Tracy L. Wilson, husband and wife, as the Grantor herein, have set their hands hereto on the date stated below.

SIGNATURE: *Robert B. Wilson Jr.*

PRINTED NAME: Robert B. Wilson, Jr.

DATE: 8/30/19

SIGNATURE: *Tracy L. Wilson*

PRINTED NAME: Tracy L. Wilson

DATE: 08/30/2019

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 30<sup>th</sup> day of August, 2019, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be Robert B. Wilson, Jr. and Tracy L. Wilson, the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.



GAIL M. BAUMANN  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
May 18, 2021

Notary Public: *Gail M. Baumann*  
My commission expires: May 18, 2021

[the remainder of the page is blank]



**GRANTEE**

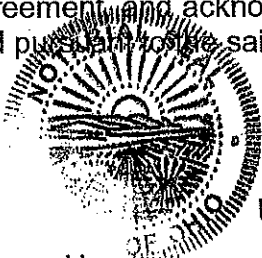
**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, it's President, on the date stated below, pursuant to Resolution No. 19-1420, dated 10/24/19.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]  
PRINTED NAME: Shannon Jones  
TITLE: President  
DATE: 10/24/19

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 24<sup>th</sup> day of October, 2019 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannon Jones, the President of the Warren County Board of County Commissioners, the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the said Resolution authorizing such act.



**KIANA HAWK**  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023

Notary Public: [Signature]  
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Bruce McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)

**EXHIBIT A**

Ver. Date 03/18/2019

PART OF PIN 04-02-226-003

**WAR-CR46/TR128-ROUNDAABOUT  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A ROUNDAABOUT  
BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 2, Town 2, Range 5 of Between the Miami's original land subdivision;

Being part of a record 1.833 acre parcel as conveyed to **Robert B. Wilson Jr. and Tracy L. Wilson** by Official Record Volume 2135 and Page 952 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at a point in the centerline of Lytle-Five Points Road, said point being the northeast corner of said Wilson parcel and the northwest corner of a record 0.938 acre parcel as conveyed to **Barbara A. Kraus** by Document Number 2016-003014 of the Warren County Recorder's Records;

**thence South 17 degrees 57 minutes 31 seconds West**, for a distance of **30.00 feet**, along the easterly line of said Wilson parcel and the westerly line of said Kraus parcel, passing an iron pin found at 24.86 feet, to a point on the existing southerly right-of-way line of Lytle-Five Points Road, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence South 17 degrees 57 minutes 31 seconds West**, for a distance of **6.69 feet**, along the easterly line of said Wilson parcel and the westerly line of said Kraus parcel, to a point;
2. **thence North 72 degrees 23 minutes 21 seconds West**, for a distance of **67.02 feet**, to a point;
3. **thence North 19 degrees 20 minutes 00 seconds East**, for a distance of **7.53 feet**, to a point on the existing southerly right-of-way line of Lytle-Five Points Road;
4. **thence South 71 degrees 40 minutes 13 seconds East**, for a distance of **66.84 feet**, along the existing southerly right-of-way line of Lytle-Five Points Road, to the **Principle Point of Beginning** and containing 0.011 acres, more or less, out of Auditor Parcel Number 04-02-226-003.

**EXHIBIT A**

The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

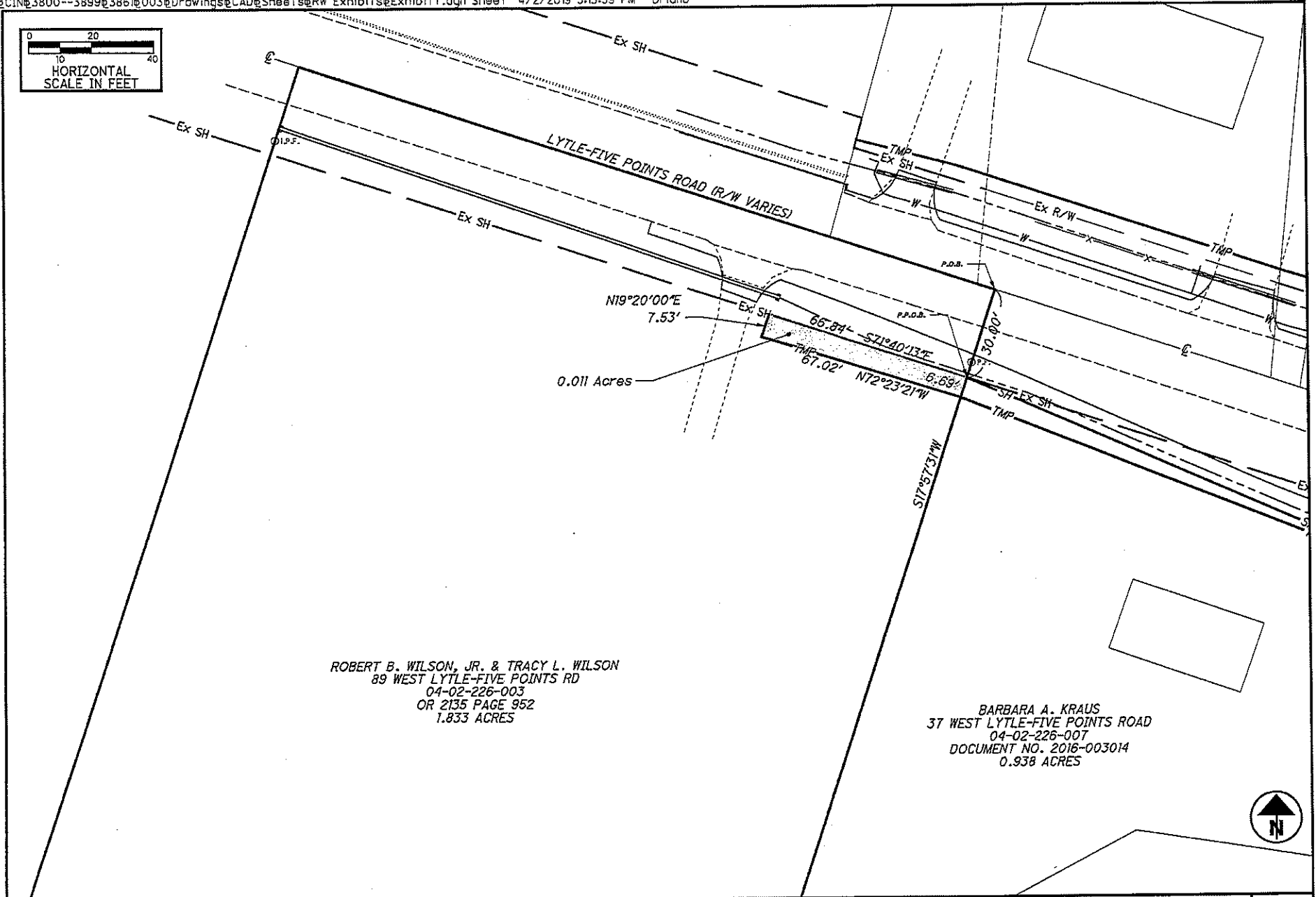
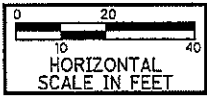
This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian J. Oyer P.S. 8732

**EXHIBIT B**

S:\CIN\3800--3899\3861\003\Drawings\CAD\Sheets\RW Exhibits\Exhibit7.dgn Sheet 4/2/2019 5:13:59 PM brian



**WARREN COUNTY  
OHIO**

**EXHIBIT FOR PROPOSED EASEMENT  
89 WEST LYTLE-FIVE POINTS RD**



# Resolution

Number 19-1421

Adopted Date October 24, 2019

ENTER INTO A PERMANENT EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH BARBARA A. KRAUS FOR THE LYTLE-FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT

WHEREAS, in order to improve Lytle-Five Points Road and Bunnell Hill Road intersection, it is necessary to construct roadway improvements. In order to do this work it is necessary to enter onto property, which is owned by Barbara A. Kraus, an unmarried woman; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a permanent easement and a temporary construction easement from the property owner; and

WHEREAS, the land for a permanent easement and a temporary construction is as follows:

Permanent Construction Easement – Exhibit A- 0.046 acres  
Temporary Construction Easement – Exhibit B- 0.029 acres

WHEREAS, the negotiated price for a permanent easement and a temporary construction easement is \$17,000.00; and

NOW THEREFORE BE IT RESOLVED, to enter into permanent easement agreement and a temporary construction easement, copies of which are attached hereto and made a part hereof, with Barbara A. Kraus, an unmarried woman for the Lytle-Five Points Road and Bunnell Hill Road intersection roundabout project for the sum of \$17,000.00.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Kraus, Barbara A.  
Engineer (file)  
Easement file  
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #04-02-226-007-0 (Pt.)**

**ARTICLES OF AGREEMENT**

This Easement Agreement (the "Agreement") is entered into the date stated below by Barbara A. Kraus, unmarried, whose tax mailing address is 37 W. Lytle-Five Points Road, Springboro, OH 45066 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent highway easement and temporary access rights for the Lytle-Five Points Road and Bunnell-Hill Road Intersection - Roundabout Improvement, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0039, dated January 15, 2019.

That the Grantor, for and in consideration of the sum of Seventeen Thousand and no/100 Dollar(s) (\$17,000.00) paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell, and release to the Grantee, it's successors and assigns, an exclusive and permanent highway easement over a part of a parcel situated in Section 2, Town 2, Range 5 between the Miamis, Clearcreek Township, Warren County, State of Ohio consisting of 0.938 acres and being the same premises described in the instruments recorded in the Warren County Recorder's Office as Doc. # 2016-003014 and O.R. Vol. 5884, Page 535, said permanent highway easement for the purpose of improving and maintaining a public road and a temporary construction easement for constructing the necessary project improvements effects only that part of the real estate upon, over and under the lands hereafter described as follows:

**EXCLUSIVE & PERMANENT HIGHWAY EASEMENT LEGAL DESCRIPTION**

**See Exhibit "A" for details.**

**See Exhibit "C" for drawing.**

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

**See Exhibit "B" for details.**

**See Exhibit "C" for drawing.**

The Exclusive and Permanent Highway Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land. The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the earlier of the completion of the Lytle-Five Points Road and Bunnell-Hill Road Intersection – Roundabout Improvement, or August 21, 2021.

Grantor shall have the right to repurchase the interest in the property granted herein 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 occurs, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property 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 Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04 (C).

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 arising out of or relating in any way to this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.

**GRANTOR**

**IN EXECUTION WHEREOF**, Barbara A. Kraus, unmarried, the Grantor herein, has set her hand hereto on the date stated below.

SIGNATURE: Barbara A. Kraus

PRINTED NAME: Barbara A. Kraus

DATE: 9-3-19

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 3rd day of September, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Barbara A. Kraus, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.



**DENNIS SHAW**  
Notary Public, State of Ohio  
My Commission Expires  
January 27, 2021

Notary Public: D. Shaw  
My commission expires: 01/27/2021

[the remainder of this page is blank]



**GRANTEE**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, it's President on the date stated below, pursuant to Resolution No. 19-1421, dated 10/24/19.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 10/24/19

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 24<sup>th</sup> day of October, 2019 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannon Jones, the President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to said resolution authorizing such act.

Notary Public: Kiana Hawk  
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Bruce A McGary  
Bruce McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



KIANA HAWK  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023

**EXHIBIT A**

Ver. Date 03/18/2019

PART OF PIN 04-02-226-007

**WAR-CR46/TR128-ROUNDAABOUT  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposed, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Engineer's Office of Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing right of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

**[Surveyor's description of the premises follows]**

---

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 2, Town 2, Range 5 Between the Miami's original land subdivision;

Being part of a record 0.938 acre parcel (consisting of a 0.623 acre parcel and a remainder 0.315 acre parcel) as conveyed to **Barbara A. Kraus** by Document Number 2016-003014 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at a point on the centerline of Lytle-Five Points Road located North 71 degrees 40 minutes 13 seconds West, at a distance of 402.2 feet from the northeast corner of Section 2, said point being the northwest corner of said Kraus parcel and the northeast corner of a record 1.833 acre parcel as conveyed to **Robert B. Jr. and Tracy L. Wilson** by Official Record Volume 2135 and Page 952 of the Warren County Recorder's Records;

**thence South 17 degrees 57 minutes 31 seconds West**, for a distance of **30.00 feet**, along the westerly line of said Kraus parcel and the easterly line of said Wilson parcel, passing an iron pin found at 24.86 feet, to a point on the existing southerly right-of-way line of Lytle-Five Points Road, said point being the **Principle Point of Beginning** for the parcel described herein;

**EXHIBIT A**

1. **thence South 71 degrees 40 minutes 13 seconds East**, for a distance of **252.63 feet**, along the existing southerly right-of-way line of Lytle-Five Points Road, to a point on the easterly line of said Kraus parcel and the westerly line of a record 0.424 acre parcel as conveyed to **Stephanie H. Roeder** by Official Record Volume 3467 and Page 630 of the Warren County Recorder's Records;
2. **thence South 17 degrees 25 minutes 39 seconds West**, for a distance of **8.89 feet**, along the easterly line of said Kraus parcel and the westerly line of said Roeder parcel to a point;
3. **thence North 72 degrees 39 minutes 58 seconds West**, for a distance of **130.79 feet**, to a point;
4. **thence North 66 degrees 26 minutes 42 seconds West**, for a distance of **122.51 feet**, to the **Principle Point of Beginning** and containing 0.046 acres, more or less, out of Auditor Parcel Number 04-02-226-007.

The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian J. Oyer P.S. 8732

**EXHIBIT B**

Ver. Date 03/18/2019

PART OF PIN 04-02-226-007

**WAR-CR46/TR128-ROUNDBOUT  
 TEMPORARY EASEMENT FOR THE PURPOSE OF  
 PERFORMING THE WORK NECESSARY TO  
 CONSTRUCT A ROUNDBOUT  
 BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

---

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 2, Town 2, Range 5 Between the Miami's original land subdivision;

Being part of a record 0.938 acre parcel (consisting of a 0.623 acre parcel and a remainder 0.315 acre parcel) as conveyed to **Barbara A. Kraus** by Document Number 2016-003014 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at a point on the centerline of Lytle-Five Points Road located North 71 degrees 40 minutes 13 seconds West, at a distance of 402.2 feet from the northeast corner of Section 2, said point being the northwest corner of said Kraus parcel and the northeast corner of a record 1.833 acre parcel as conveyed to **Robert B. Jr. and Tracy L. Wilson** by Official Record Volume 2135 and Page 952 of the Warren County Recorder's Records;

**thence South 17 degrees 57 minutes 31 seconds West**, for a distance of **30.00 feet**, along the westerly line of said Kraus parcel and the easterly line of said Wilson parcel, passing an iron pin found at 24.86 feet, to a point on the existing southerly right-of-way line of Lytle-Five Points Road, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence South 66 degrees 26 minutes 42 seconds East**, for a distance of **122.51 feet**, to a point;
2. **thence South 72 degrees 39 minutes 58 seconds East**, for a distance of **130.79 feet**, to a point on the easterly line of said Kraus parcel and the westerly line of a record 0.424 acre parcel as conveyed to **Stephanie H. Roeder** by Official Record Volume 3467 and Page 630 of the Warren County Recorder's Records;
3. **thence South 17 degrees 25 minutes 39 seconds West**, for a distance of **2.00 feet**, along the easterly line of said Kraus parcel and the westerly line of said Roeder parcel, to a point;
4. **thence North 78 degrees 41 minutes 20 seconds West**, for a distance of **64.84 feet**, to a point;

**EXHIBIT B**

5. **thence North 66 degrees 34 minutes 11 seconds West**, for a distance of **41.68 feet** to a point;
6. **thence North 68 degrees 23 minutes 34 seconds West**, for a distance of **147.12 feet** to a point along the westerly line of said Kraus parcel and the easterly line of said Wilson parcel;
7. **thence North 17 degrees 57 minutes 31 seconds East**, for a distance of **6.69 feet**, along the westerly line of said Kraus parcel and the easterly line of said Wilson parcel to the **Principle Point of Beginning** and containing 0.029 acres, more or less, out of Auditor Parcel Number 04-02-226-007.

The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

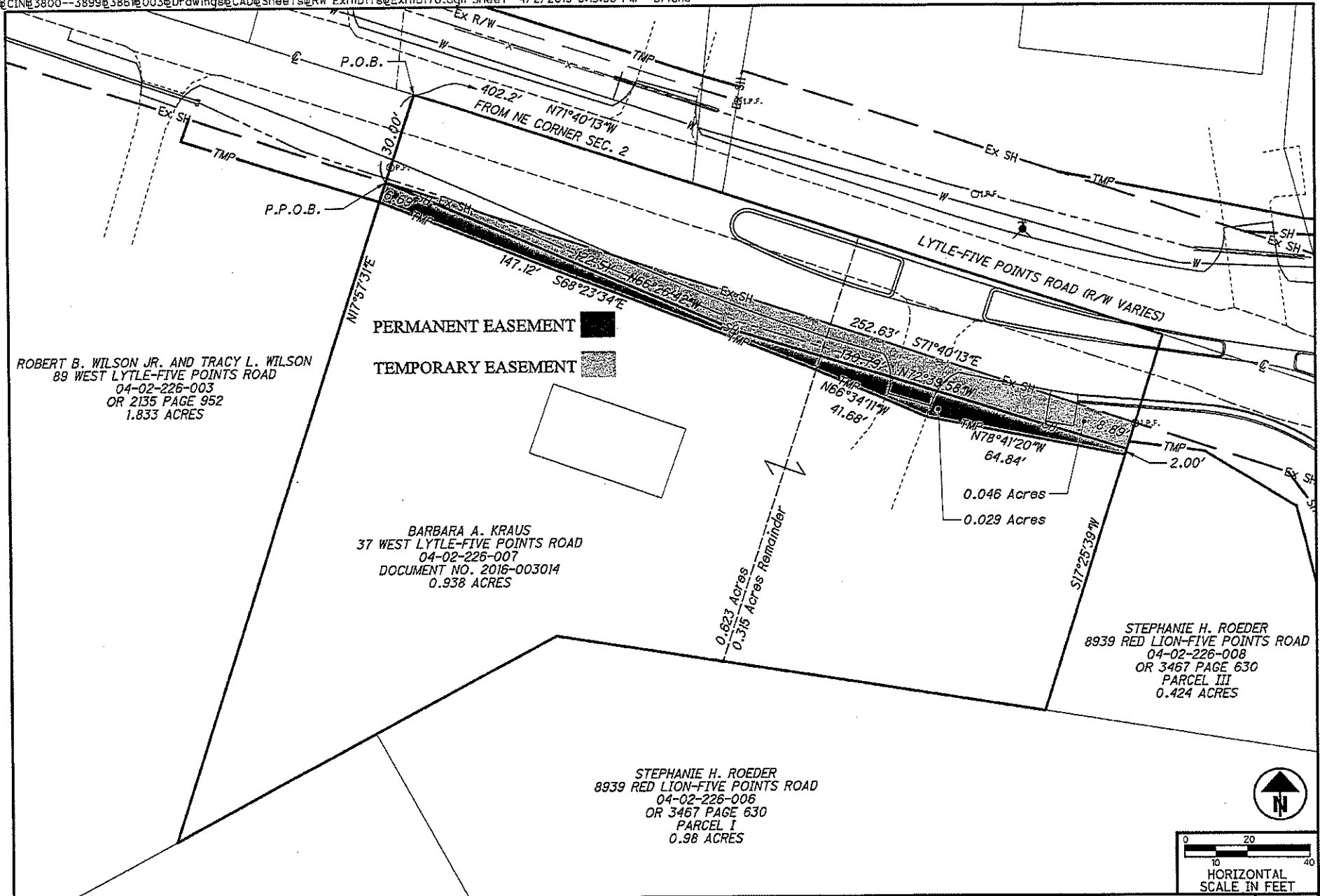
This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian J. Oyer P.S. 8732

# EXHIBIT C

S:\PCIN\3800--3899\3861\003\Drawings\CAD\Sheets\RW Exhibits\Exhibit6.dgn Sheet 4/2/2019 5:13:58 PM briano



**WARREN COUNTY  
OHIO**

**EXHIBIT FOR PROPOSED EASEMENT  
37 WEST LYTLE-FIVE POINTS RD**

# Resolution

Number 19-1422

Adopted Date October 24, 2019

ENTER INTO A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH LISA ANN ROGERS FOR THE LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT

WHEREAS, in order to improve Lytle-Five Points Road and Bunnell Hill Road intersection, it is necessary to construct roadway improvements. In order to do this work it is necessary to enter onto property, which is owned by Lisa Ann Rogers, an unmarried woman; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a temporary construction easement from the property owner; and

WHEREAS, the land for the temporary construction easement is as follows:

Temporary Construction Easement – Exhibit A & B– 0.018 acres

WHEREAS, the negotiated price for the temporary construction easement is \$369.00; and

NOW THEREFORE BE IT RESOLVED, to enter into temporary construction easement agreement, copies of which are attached hereto and made a part hereof, with Lisa Ann Rogers, an unmarried woman for the Lytle-Five Points Road and Bunnell Hill Road intersection roundabout project for the sum of \$369.00.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Rogers, Lisa Ann  
Engineer (file)  
Easement file

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #05-32-101-007-0 (Pt.)**

**ARTICLES OF AGREEMENT**

This Temporary Construction Easement Agreement (the "Agreement") is entered into the date stated below by Lisa Ann Rogers, unmarried, whose tax mailing address is 55 E. Lytle-Five Points Road, Centerville, OH 45458 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the temporary access rights for the Lytle-Five Points Road and Bunnell-Hill Road Intersection - Roundabout Improvement, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0039, dated January 15, 2019.

That the Grantor, for and in consideration of the sum of Three Hundred Sixty-Nine and no/100 Dollar(s) (\$369.00) paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell, and release to the Grantee, it's successors and assigns, a temporary construction easement situated in Section 32, Town 3, Range 5 between the Miamis, Clearcreek Township, Warren County, State of Ohio consisting of 0.459 acre and being the same premises described in the deed recorded in Warren County Recorder's Office as Doc. # 2019-010956, said temporary construction easement for constructing the necessary project improvements effects only that part of the real estate upon, over and under the lands hereafter described as follows:

**TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**  
**See Exhibit "A" for details.**  
**See Exhibit "B" for drawing.**



The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the earlier of the completion of the Lytle-Five Points Road and Bunnell-Hill Road Intersection – Roundabout Improvement, or August 21, 2021.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04 (C).

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 arising out of or relating in any way to this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.

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**GRANTOR**

**IN EXECUTION WHEREOF**, Lisa Ann Rogers, unmarried, the Grantor herein, has set her hand hereto on the date stated below.

SIGNATURE: *Lisa Ann Rogers*

PRINTED NAME: Lisa Ann Rogers

DATE: 9/22/2019

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 22<sup>nd</sup> day of September, 2019, before me, the subscriber, a Notary Public in and for said state, personally came individual known or proven to me to be Lisa Ann Rogers, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.



GAIL M. BAUMANN  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
May 18, 2021

Notary Public: *Gail M. Baumann*  
My commission expires: May 18, 2021

[the remainder of the page is blank]

**GRANTEE**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, it's President on the date stated below, pursuant to Resolution No. 19-1422 dated 10/24/19.

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 10/24/19

**STATE OF OHIO, COUNTY OF WARREN, ss:**

**BE IT REMEMBERED**, on this 24<sup>th</sup> day of October, 2019 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannon Jones, the President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the said Resolution authorizing such act.

Notary Public: Kim Clark  
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: Bruce A. McGary

Bruce McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



KIANA HAWK  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 7/9/2023

**EXHIBIT A**

Ver. Date 03/18/2019

PART OF PIN 05-32-101-007

**WAR-CR46/TR128-ROUNDBOUT  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT A ROUNDBOUT  
BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

---

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 32, Town 3, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.459 acre parcel as conveyed to **Pamela S. Esken** by Official Record Volume 1167 and Page 509 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at a point in Lytle-Five Points Road and the north line of Section 32, said point bears South 84 degrees 30 minutes 41 seconds East, 260.00 feet from the Northwest corner of Section 32, said point being the northwest corner of said Esken parcel and the northeast corner of a record 0.459 acre parcel as conveyed to **Ashley N. Milton** by Document Number 2017-020426 of the Warren County Recorder's Records;

**thence South 04 degrees 56 minutes 41 seconds West**, for a distance of **30.00 feet**, along the westerly line of said Esken parcel and the easterly line of said Milton parcel, to a point on the existing southerly right-of-way line of Lytle-Five Points Road and referenced by an iron pin found bearing South 34 degrees 56 minutes 16 seconds West, at a distance of 0.43 feet, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence South 84 degrees 30 minutes 41 seconds East**, for a distance of **100.00 feet**, along the southerly right-of-way line of Lytle-Five Points Road, to a point on the easterly line of said Esken parcel and the westerly line of a record 4.000 acre parcel as conveyed to **Marion J. Foust, Trustee** by Official Record Volume 4531 and Page 887 of the Warren County Recorder's records;
2. **thence South 04 degrees 56 minutes 41 seconds West**, for a distance of **6.58 feet**, along the easterly line of said Esken parcel and the westerly line of said Foust parcel, to a point;
3. **thence North 85 degrees 47 minutes 33 seconds West**, for a distance of **100.00 feet**, to a point on the westerly line of said Esken parcel and the easterly line of said Milton parcel;

**EXHIBIT A**

4. **thence North 04 degrees 56 minutes 41 seconds East**, for a distance of **8.82 feet**, along the westerly line of said Esken parcel and the easterly line of said Milton parcel, to the **Principle Point of Beginning** and containing 0.018 acres, more or less, out of Auditor Parcel Number 05-32-101-007.

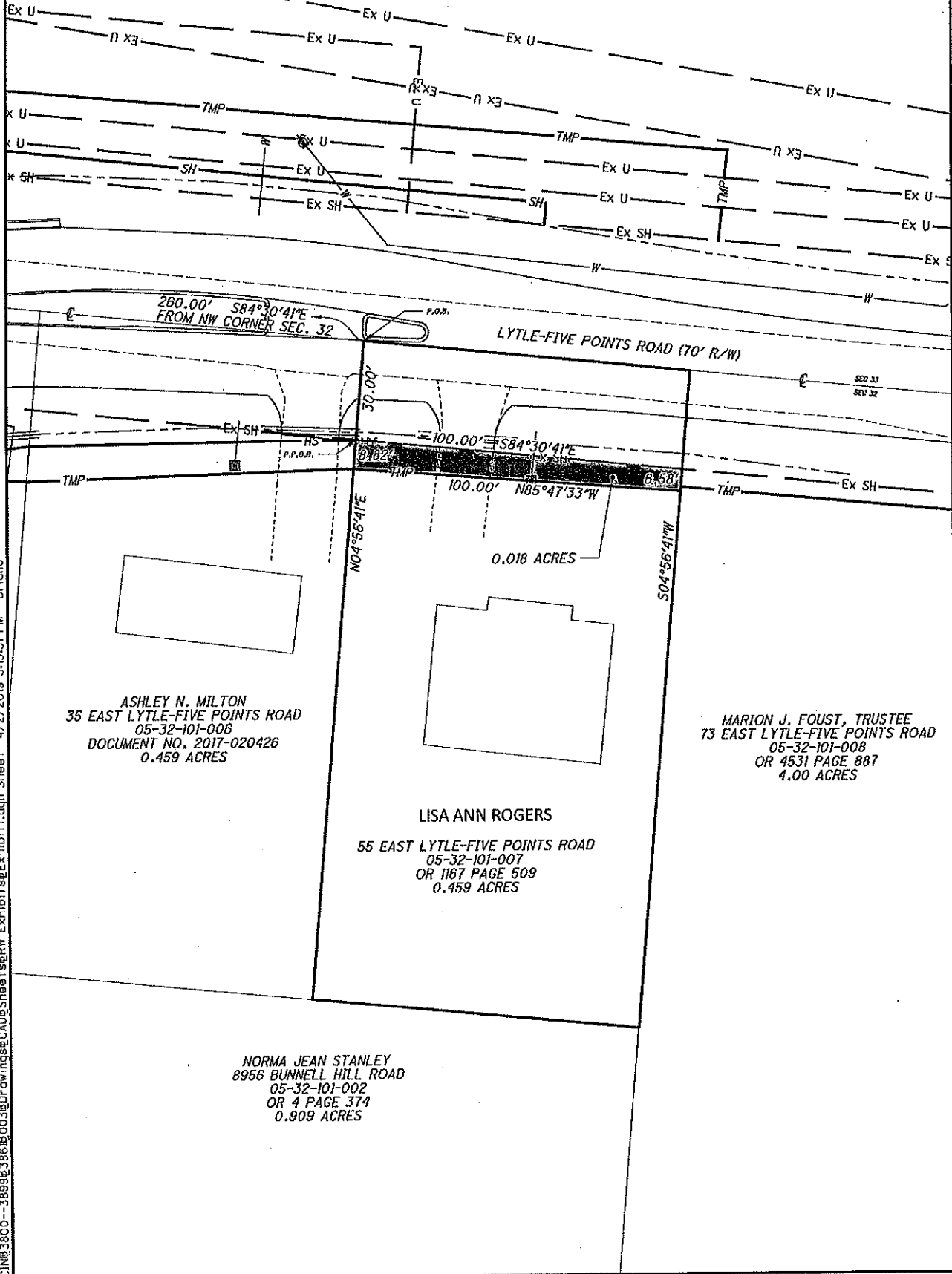
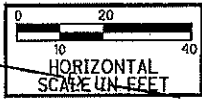
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian J. Oyer P.S. 8732

EXHIBIT B



ASHLEY N. MILTON  
 35 EAST LYTLE-FIVE POINTS ROAD  
 05-32-101-008  
 DOCUMENT NO. 2017-020426  
 0.459 ACRES

MARION J. FOUST, TRUSTEE  
 73 EAST LYTLE-FIVE POINTS ROAD  
 05-32-101-008  
 OR 4531 PAGE 887  
 4.00 ACRES

LISA ANN ROGERS  
 55 EAST LYTLE-FIVE POINTS ROAD  
 05-32-101-007  
 OR 1167 PAGE 509  
 0.459 ACRES

NORMA JEAN STANLEY  
 8956 BUNNELL HILL ROAD  
 05-32-101-002  
 OR 4 PAGE 374  
 0.909 ACRES

EXHIBIT FOR PROPOSED EASEMENT  
 55 EAST LYTLE-FIVE POINTS RD

WARREN COUNTY  
 OHIO



S:\CIN\3800--3899\3861B\003B\Drawings\CAD\Sheet\SRW Exhibit\Exhibit1.dgn Sheet 4/2/2019 5:13:51 PM bruno

# Resolution

Number 19-1423

Adopted Date October 24, 2019

APPROVE AGREEMENT AND ADDENDUM WITH BOYS TO MEN TRANSITIONAL HOME, INC AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Boys to Men Transitional Home, Inc., on behalf of Warren County Children Services, for calendar year 2019, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a—Boys to Men Transitional Home, Inc.  
Children Services (file)

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Montgomery

I, Mitchell M. Keyser, holding the title and position of President at the firm Boys & Men Transatlantic, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Mitchell M. Keyser  
AFFIANT

Subscribed and sworn to before me this 15<sup>th</sup> day of OCTOBER 20 19

[Signature]  
(Notary Public),

Montgomery County.

My commission expires OCTOBER 16 20 23



ANDREW J. FISHPAW  
Notary Public, State of Ohio  
My Commission Expires  
October 16, 2023



## Ohio Department of Job and Family Services

### AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Warren County Children Services, a Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services  
416 S East St  
Lebanon, OH 45036

and Boys To Men Transitional Home Inc. , hereinafter "Provider," whose address is:

Boys To Men Transitional Home Inc.  
117 Ashwood AVE  
Dayton, OH 45405

Collectively the "Parties."

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## RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **10/01/2019** through **03/31/2020**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I – Scope of Work; then
- B. Exhibit II – Request for Proposals (if applicable); then
- C. Exhibit III – Provider's Proposals (if applicable); then
- D. Exhibit IV – Title IV-E Schedule A Rate Information.

#### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

#### **Article V. PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs(ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, DODD 5123:2-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse/Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion/Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse;
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471, [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

#### **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

**Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost.
    - b. Transportation, allowable maintenance cost.
    - c. Transportation; allowable administration cost.
    - d. Other Direct Services; allowable maintenance cost.
    - e. Behavioral health care; non-reimbursable cost.
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

**Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

#### **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5)



calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

#### **Article X. RECORDS RETENTION ,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  1. OAC 5101:2-47-11: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
  2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
  4. JFS 02911 Single Cost Report Instructions.
  5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  7. 2 CFR part 200.501, Audit Requirements.

## **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency

shall make the final determination within twenty (20) business days, which will be non-binding.

3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. AMENDMENTS**

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

#### **Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to	Warren County Children Services 416 S East St Lebanon, OH 45036
if to Provider, to	Boys To Men Transitional Home Inc. 117 Ashwood AVE Dayton, OH 45405

#### **Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

#### **Article XVIII. NO ASSURANCES**

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

#### **Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
  2. Product liability;
  3. Blanket contractual liability;
  4. Broad form property damage;
  5. Severability of interests;
  6. Personal injury; and
  7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees' "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by Ohio Revised code.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees,

agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

### **B. Transportation of Child**

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

### **C. Rehabilitation**

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.



D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

**Article XXIV. FINDING FOR RECORDS**

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

**Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

**Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

**Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

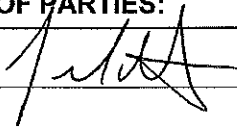
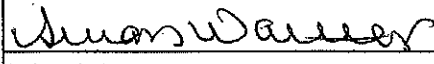
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

**Article XXXII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

Provider:		10/11/2019
Printed Name		Date
<b>Boys To Men Transitional Home Inc.</b>		
Agency:		10/18/19
Printed Name		Date
<b>Warren County Children Services</b>		

Approved as to form: , Assistant Prosecutor

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION  
OF  
CHILD PLACEMENT**

**ADDENDA TO AGREEMENT**

This Addenda sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between

a Title IV-E Agency, hereinafter "Agency," whose address is

hereinafter "Provider," whose address is:

<b>IV-E Agency Name</b> Warren County Children Services		
<b>Street/Mailing Address</b> 416 S East St		
<b>City</b> Lebanon	<b>State</b> OH	<b>Zip Code</b> 45036

and

<b>Provider</b> Boys To Men Transitional Home Inc.		
<b>Street/Mailing Address</b> 117 Ashwood AVE		
<b>City</b> Dayton	<b>State</b> OH	<b>Zip Code</b> 45405

Contract ID : 19159759

Originally Dated : 10/01/2019 to 03/31/2020

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION  
OF  
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

10/01/2019

Amendment End Date :

03/31/2020

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

Addendum #1 attached. See Addendum #1 for details.

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 10/15/2019

Provider / ID : Boys To Men Transitional Home Inc. / 22501177

Contract Period : 10/01/2019 - 03/31/2020

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Boys to Men Transitional Home (20914)	7233665		\$275.00	\$25.00							\$300.00	10/01/2019	03/31/2020
Boys to Men Transitional Home (20914)	7233665		\$333.00	\$70.00							\$403.00	10/01/2019	03/31/2020

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS  
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

NOW, WHEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

**AMENDMENT #1:**

Wherever referenced herein and throughout the Agreement, the terms "Agency" or "Warren County Children Services" shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

**AMENDMENT #2:**

The following provision shall be added to Article V of the Agreement:

"Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections."

**AMENDMENT #3:**

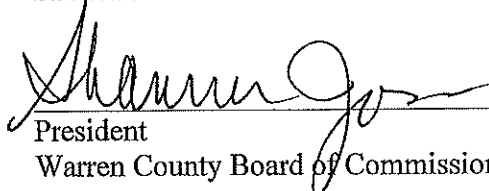
Article VI, subsection (H) of the Agreement shall be amended as follows:

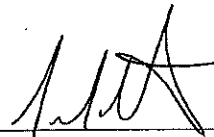
The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

**ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.**

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-1923, dated 10/24/19, and by the duly authorized \_\_\_\_\_ of Boys to Men transitional center [Provider].

**SIGNATURES OF PARTIES:**

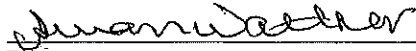
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

  
\_\_\_\_\_  
Provider

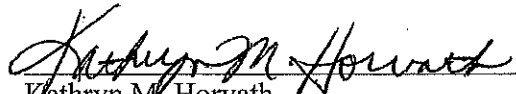
Date 10/24/19

Date 10/11/19

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

  
\_\_\_\_\_  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE(MM/DD/YYYY) 10/11/2019
PRODUCER KIRK INSURANCE AGENCY BEVERLY KIRK, AGENT 1360 N. FAIRFIELD RD STE E BEAVERCREEK, OH 45432	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED BOYS TO MEN TRANSITIONAL HOME INC 117 ASHWOOD AVE DAYTON, OH 45405	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: KINSALE INS CO	
	INSURER B: BEAZLEY INSURANCE CO	
	INSURER C: CNA SURETY BOND CO	
	INSURER D:	
	INSURER E:	

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	QAA03990216	11/09/18	11/09/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/PROP AGG \$ N/A D&O cov 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> [OTH-ER] E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER EMPLOYERS LIAB	QAA03990216	11/21/18	11/21/19	\$1,000,000/\$1,000,000 INCLUDING DISEASE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RESIDENTIAL/ YOUTH GROUP HOME FOR BOYS  
 (HOLD HARMLESS INCLUDED IN ABOVE COVERAGE THROUGH KINSALE INSURANCE CO)  
 B. BEAZLEY INSURANCE CO. POL#13316024 CYBER LIABILITY \$1,000,000/\$1,000,000 INCL:  
 INFORMATION/SECURITY & PRIVACY, REG ACTION, WEBSITE-MEDIA CONTENT, PRIVACY BREACH  
 C. CNA SURETY CO. FIDELITY BOND POL# 72043

<b>CERTIFICATE HOLDER</b> ADDITIONAL INSURED: WARREN COUNTY CHILDREN SERVICES 416 S EAST STREET LEBANON, OH 45036	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Beverly A. Kirk</i>
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2019

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

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


<b>PRODUCER</b> American Specialty Insurance Group, Inc 3111 45th St Suite 16 West Palm Beach FL 33407-1981	<b>CONTACT NAME:</b> CSR CSR <b>PHONE (A/C, No, Ext):</b> (661) 683-1220 <b>FAX (A/C, No):</b> (661) 683-1248 <b>E-MAIL ADDRESS:</b>																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>United States Liability Insurance Co</td> <td>26985</td> </tr> <tr> <td>INSURER B:</td> <td>Progressive Preferred Insurance Company</td> <td>37834</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	United States Liability Insurance Co	26985	INSURER B:	Progressive Preferred Insurance Company	37834	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Quick Stop Transportation, LLC 8240 Elmway Drive Dayton OH 45415																					

**COVERAGES**      **CERTIFICATE NUMBER:** 19-20 MASTER      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CL1883041A	07/23/2019	07/23/2020	EACH OCCURRENCE	\$ 500,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 500,000
						GENERAL AGGREGATE	\$ 500,000
						PRODUCTS - COMP/OP AGG	\$ 500,000
						Employee Benefits	\$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		04130757-2	09/17/2019	09/17/2020	COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$ 100,000
						BODILY INJURY (Per accident)	\$ 300,000
						PROPERTY DAMAGE (Per accident)	\$ 50,000
						Uninsured/Underinsured	\$ 25,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Certificate Holder is to be listed as additional insured in respects to the operations of the named insured only. 30 day cancellation.  
2004 Toyota 4 Runner JTEBU14R140024014  
2015 Ford Transit 350 1FBZX2ZM7FKA72254

<b>CERTIFICATE HOLDER</b> Boys to Men Transitional Home Inc. 117 Ashwood Avenue Dayton OH 45405	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Department of  
Job and Family Services**

Mike DeWine, Governor  
Kimberly Hall, Director

June 14, 2019

Michelle Grubbs-Pippins, Board President  
8240 Elmway Drive  
Dayton, Ohio 45415

**RE: Issuance of an Amended Full Certificate to Perform Specific Functions to: Boys to Men Transitional Home Inc., 117 Ashwood Ave., Dayton, Ohio 45405 (Amendment - Study ID# 83111)**

Dear Ms. Grubbs-Pippins:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing an amended full certificate to the above named agency to perform the functions identified below in accordance with all applicable Chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the amended certificate that is in effect from **June 7, 2019 through October 31, 2020**. The original certificate has been sent to the agency's administrator.

The following functions are hereby under full certification:

1. To operate a Group Home, with a capacity of 5 male children from 8 years of age, and if mentally or physically handicapped persons under 21 years of age, known as:

Boys to Men Transitional Home Inc.  
117 Ashwood Avenue  
Dayton, Ohio 45405

The amendment reflects the following change(s):

- To change the age range of residents from 8 -19 years of age to 8-21 years of age.

If you have any questions, please contact Jana Howell, Licensing Specialist at the Dayton Field Office, by phone at 937-264-5724, or e-mail [JanaL.Howell@jfs.ohio.gov](mailto:JanaL.Howell@jfs.ohio.gov).

Sincerely,

Carla K. Carpenter, Deputy Director  
Ohio Department of Job and Family Services  
Office of Families and Children

Enclosure

c: Jemone McIntosh, Director  
Lakeisha Hilton, OFC  
Colleen Tucker, OFC  
Gina Velotta, OFC  
Jana Howell, OFC  
File

30 East Broad Street  
Columbus, OH 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

**State of Ohio  
Department of Job and Family Services**

**Mike DeWine  
Governor**

**This is to Certify that**

**BOYS TO MEN TRANSITIONAL HOME INC.  
117 ASHWOOD AVENUE  
DAYTON, OHIO 45405  
(AMENDMENT- STUDY# 83111)**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.

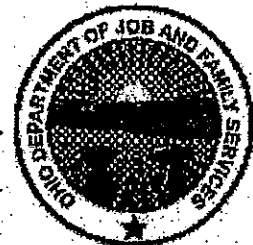
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

**To operate a Group Home(s)**

This certificate is effective From June 7, 2019 To October 31, 2020

Temporary certificate expiration date To \_\_\_\_\_

Unless sooner revoked or amended by the Ohio Department of Job and Family Services



**Ohio**

**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
80046399

Period Specified Below  
07/01/2019 to 07/01/2020

Boys to Men Transitional Home Inc  
117 Ashwood Ave  
Dayton, OH 45405-2643



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)

Issued by: BWC

*Stephanie B. McCloud*  
Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation**

**Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

**Ohio**

**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

# Resolution

Number 19-1424

Adopted Date October 24, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN HUDSON HILLS, SECTION 1 SITUATED IN DEERFIELD TOWNSHIP.

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

## BOND REDUCTION

Bond Number	:	17-001 (P/S)
Development	:	Hudson Hills, Section 1
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Reduction Amount	:	\$41,238.10
Surety Company	:	Capitol Indemnity Corporation (#60112709)

BE IT FURTHER RESOLVED: the original amount of bond was \$194,256.84 and after the above reduction, the new required bond amount is \$153,018.74.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-1425

Adopted Date October 24, 2019

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

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

## BOND REDUCTION

Bond Number	:	17-020 (P/S)
Development	:	Hudson Hills, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Reduction Amount	:	\$72,998.96
Surety Company	:	Capitol Indemnity Corporation (60123320)

BE IT FURTHER RESOLVED: the original amount of bond was \$492,303.18 and after previous bond reductions of \$164,152.30 Resolution #17-1681 adopted October 24, 2017 and the above reduction, the new required bond amount is \$255,151.92.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 19-1426

Adopted Date October 24, 2019

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

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

## BOND REDUCTION

Bond Number	:	18-020 (P/S)
Development	:	Hudson Hills, Section 3, Block "C"
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Reduction Amount	:	\$24,068.17
Surety Company	:	Capitol Indemnity Corporation (#60128157)


BE IT FURTHER RESOLVED: the original amount of bond was \$69,129.42 and after the above reduction, the new required bond amount is \$45,061.25.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



# Resolution

Number 19-1427

Adopted Date October 24, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR VWC HOLDINGS, LTD, FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF WINDING CREEK, TURNING LEAF AT WINDING CREEK, SECTION FOUR SITUATED IN CLEARCREEK TOWNSHIP

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

## BOND RELEASE


Bond Number	:	16-006 (P/S-M)
Development	:	The Villages of Winding Creek, Turning Leaf at Winding Creek, Section Four
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$74,781.96
Surety Company	:	Old Fort Banking Company (LOC#10132339-4)

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: VWC Holdings, Ltd, Attn: D. Oakes, 3601 Rigby Rd., Ste 300, Miamisburg, OH 45342  
Old Fort Banking Co, Attn: Richard Demko, 6430 Wilmington Pike, Dayton, OH 45459  
Engineer (file)  
Bond Agreement file

# Resolution

Number 19-1428

Adopted Date October 24, 2019

APPROVE LINDEN BROOK DRIVE, MAPLE BROOK STREET, OAK BROOK DRIVE, AND WINDING RUN BOULEVARD IN THE VILLAGES OF WINDING CREEK, TURNING LEAF AT WINDING CREEK, SECTION FOUR FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Linden Brook Drive, Maple Brook Street, Oak Brook Drive, and Winding Run Boulevard has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2536-T	Linden Brook Drive	0'-29'-0'	0.104
2541-T	Maple Brook Street	0'-29'-0'	0.137
2474-T	Oak Brook Drive	0'-29'-0'	0.088
2470-T	Winding Run Boulevard	R/W Varies	0.146

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

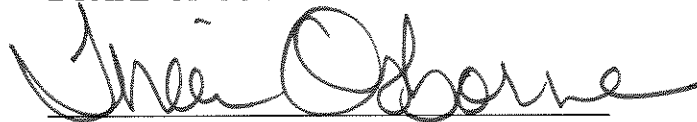
BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

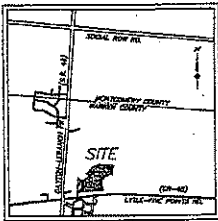
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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





**VICINITY MAP**

NOT TO SCALE

**OWNERS CONSENT AND DEDICATION:**

WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LESSEES OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE EASES, RIGHTS, OR PUBLIC CONVEYANCES AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENTS, AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, EASEMENTS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS PURPOSES OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WHICH ARE NEARBY OR ADJACENT TO THE PROPERTY TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING EGRESS AND ACCESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS OPEN FOREVER, AND NO BUILDING OR OTHER STRUCTURES MAY BE PLACED WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREAS BE PHYSICALLY ALTERED SO AS TO REDUCE OR ELIMINATE ANY OF THE EASEMENTS OR UNDERMINING FACILITIES, OR IMPAIR THE SAFETY OR OPERATION OF SAID FACILITIES OR IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR TO CREATE A HAZARD.

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

LIST OF PROVIDERS: AT&T, DIAL, VELOCITY, THE WARNER CABLE, MONTGOMERY COUNTY SANITARY, WARREN COUNTY WATER.

ALL MARKERS ARE TO BE PLACED WITHIN THE PUBLIC UTILITY EASEMENTS.

AS TO ALL:

CHADLER INC HOLDINGS LTD  
14745 W. STATE ST  
DAYTON, OHIO 45424  
DAVID C. CHADLER  
MANAGER

**CERTIFICATE OF NOTARY PUBLIC:**

STATE OF OHIO, S.S. BE IT REMEMBERED THAT ON THIS 27th DAY OF NOVEMBER, 2015, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CALLED EDWARD J. CHADLER, VICE PRESIDENT WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE OF ABOVE WRITTEN.

EDWARD J. CHADLER  
NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION EXPIRES 12/31/18  
14745 W. STATE ST  
DAYTON, OHIO 45424  
DAVID C. CHADLER  
VICE PRESIDENT

**CERTIFICATE OF NOTARY PUBLIC:**

STATE OF OHIO, S.S. BE IT REMEMBERED THAT ON THIS 27th DAY OF NOVEMBER, 2015, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CALLED EDWARD J. CHADLER, VICE PRESIDENT WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE OF ABOVE WRITTEN.

EDWARD J. CHADLER  
NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION EXPIRES 12/31/18  
14745 W. STATE ST  
DAYTON, OHIO 45424  
DAVID C. CHADLER  
VICE PRESIDENT

**DRAINAGE DEDICATION:**

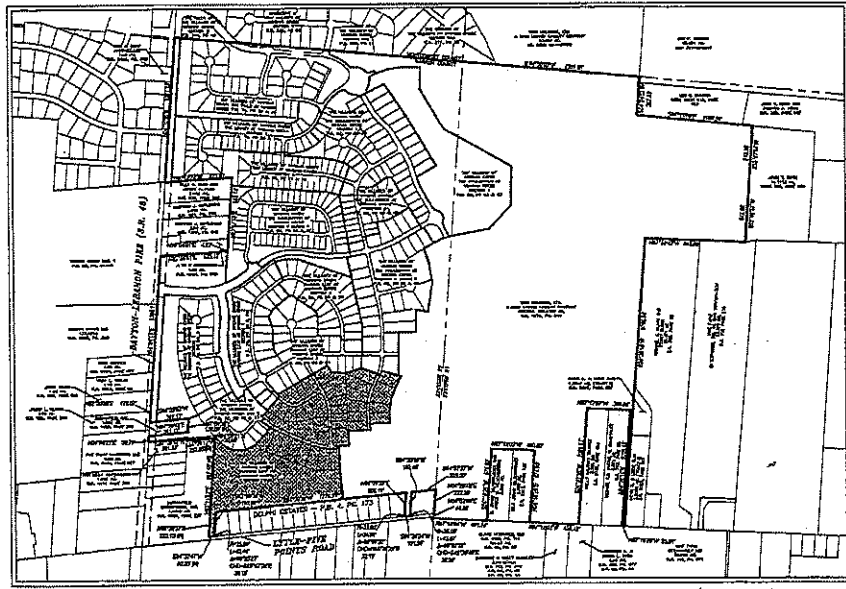
UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A 10-FOOT (10') FOOTWIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON BOUNDARY LINES AND A 10-FOOT FOOTWIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONSISTENTLY BY THE LOT OWNERS, WITHIN THE EASEMENT, NO STRUCTURE, PLANTING, PILING, CLAYPIT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, REDUCE, OR DIVERT THE FLOW THROUGHOUT THE WATERCOURSE. DRAINAGE EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS DRAINAGE EASEMENTS ARE DEDICATED TO THE HOME OWNERS ASSOCIATION OF THE VILLAGES OF WINDING CREEK.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES AGREE TO NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OTHER DRAIN DIVERSION OR INTRODUCED WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PROVISIONALLY ACCEPTED FOR PUBLIC UNDERGROUND INSTALLATION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TOWNSHIP TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 836.04 OF THE OHIO REVENUE CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION, ADVERSELY AFFECTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

# THE VILLAGES OF WINDING CREEK TURNING LEAF AT WINDING CREEK

## SECTION FOUR SEC. 27, TOWN 3E, RANGE 5N M.Rs. CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO INCLUDING ALL OF PARCEL "A" OF DELPHI ESTATES, P.B. 4, PG. 173 CONTAINING 31.2693 TOTAL ACRES NOVEMBER 2015



ALL THE LANDS OF THE GRANTOR ARE SHOWN HEREON



**RESTRICTIONS AND COVENANTS:**

THE GRANTOR PROPERTY BOUNDARIES HEREIN AND ALL IMPROVEMENT THEREON ARE SUBJECT TO THE RULES, REGULATIONS, COVENANTS AND RESTRICTIONS OF THE VILLAGES OF WINDING CREEK HOMEOWNERS ASSOCIATION AS FILED IN THE OFFICE OF THE WARREN COUNTY, OHIO RECORDER, RECORDED IN OFFICIAL RECORD BOOK CITY AT PINE CREEK AND ALSO SUBJECT TO ALL RECORDS AND COVENANTS AND SUPPLEMENTED TO THE VILLAGES OF WINDING CREEK HOMEOWNERS ASSOCIATION DOCUMENTS WHICH MAY BE RECORDED FROM TIME TO TIME.

**ZONING NOTE:**

AREA SHOWN ON THIS PLAT IS CURRENTLY ZONED R1A(P), PER CLEARCREEK TOWNSHIP ZONING, WARREN COUNTY, OHIO.

**FLOOD NOTE:**

THE SUBJECT PROPERTY LIES IN ZONE X AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS DETERMINED BY GRAPHIC INTERPOLATION FROM THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY FLOOD INSURANCE SERVICE CENTER WITH AN EFFECTIVE DATE OF DECEMBER 17, 2014, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

NOTE: FLOOD DATA SHOWN HEREON HAS BEEN INTERPOLATED FROM SUPPLIED DATA AND IS NOT EXACT. THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE DATA ON THIS ABOVE CITED FIRM, AND THE STATEMENT PERTAINING TO THE FLOOD ZONE DOES NOT REPRESENT SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

**ENGINEER/SURVEYOR**  
CESO, INC.  
820 HANCOCK STREET  
DAYTON, OHIO 45424  
PHONE NO. 513-451-8534

**OWNER/DEVELOPER:**  
VING HOLDINGS, LTD  
820 HANCOCK STREET  
DAYTON, OHIO 45424  
PHONE NO. 513-451-8534

**REGIONAL PLANNING COMMISSION APPROVAL:**  
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 27th DAY OF NOVEMBER, 2015.  
*David A. ...*  
EXECUTIVE DIRECTOR

**WARREN COUNTY COMMISSIONERS APPROVAL:**  
WE THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO HEREBY APPROVE THIS PLAT ON THIS 27th DAY OF NOVEMBER, 2015.  
WARREN COUNTY COMMISSIONERS:  
*David A. ...*  
*John ...*

**WARREN COUNTY AUDITOR:**  
TRANSFERRED ON THE 18th DAY OF AUGUST, 2016.  
*... ..*  
WARREN COUNTY AUDITOR

**WARREN COUNTY RECORDER:**  
FILE NO. 2015-03277  
RECORDED ON THE 27th DAY OF NOVEMBER, 2015 AT 10:58AM  
RECORDED ON THE 27th DAY OF NOVEMBER, 2015 AT 11:58AM  
RECORDED IN PLAT BOOK NO. 53, PAGE 110, 114 & 2.  
FEE \$ 257.20  
*E. J. ...*  
WARREN COUNTY RECORDER

**MONTGOMERY COUNTY SANITARY ENGINEER APPROVAL:**  
I HEREBY APPROVE THIS PLAT ON THIS 26th DAY OF NOVEMBER, 2015.  
*... ..*  
MONTGOMERY COUNTY SANITARY ENGINEER

**WARREN COUNTY SANITARY ENGINEER APPROVAL:**  
I HEREBY APPROVE THIS PLAT ON THIS 27th DAY OF NOVEMBER, 2015.  
*... ..*  
WARREN COUNTY SANITARY ENGINEER

**CLEARCREEK TOWNSHIP ZONING INSPECTOR APPROVAL:**  
I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF JULY, 2015.  
*... ..*  
WARREN COUNTY CLEARCREEK TOWNSHIP ZONING INSPECTOR

**WARREN COUNTY ENGINEER APPROVAL:**  
I HEREBY APPROVE THIS PLAT ON THIS 27th DAY OF JULY, 2015.  
*... ..*  
WARREN COUNTY ENGINEER

**CERTIFICATE OF SURVEYOR:**  
THIS RECORD PLAT WAS PREPARED IN ACCORDANCE WITH O.A.C. CHAPTER 4732.27 AND O.A.C. CHAPTER 4732.28. I CERTIFY THAT THIS RECORD PLAT WAS MADE UNDER MY DIRECT SUPERVISION AND IS BASED ON ACTUAL FIELD SURVEY BY CESO INC. IN OCTOBER 2015.  
*... ..*  
STATE OF OHIO  
SURVEYOR

**DEED REFERENCE:**  
SITUATED IN SECTION 27, TOWN 3E, RANGE 5N, CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 31.2693 ACRES INCLUDING ALL OF PARCELS "A" OF DELPHI ESTATES, AS RECORDED IN P.B. 4, PG. 173 AND BEING A PART OF A 5.56 ACRE AGRICULTURE TRACT OF LAND AS CONVEYED TO VING HOLDINGS LTD, A OHIO LIMITED LIABILITY CO., AND DESCRIBED IN THE DEED OF RECORD IN O.A.C. PG. 146, RECORDED IN OFFICE, WARREN COUNTY, OHIO.

**BASIS OF BEARINGS:**  
BEARINGS SHOWN HEREON WERE BASED UPON THE CENTERLINE OF STATE ROUTE 49 DAYTON-LEANSBORO ROAD, BEING 31.72' W 89° 54' 30" E AS SHOWN ON THE RECORD OF LAND SURVEYS IN WARREN COUNTY, ENGINEERS OFFICE ON WINDING CREEK, TOWNSHIP 3E AND THE MONTGOMERY COUNTY ENGINEERS OFFICE SURVEY 80-2.

No.	Date	Revision
1	11-17-15	REVISED PER COUNTY COMMENTS

**RECORD PLAT**

**THE VILLAGES OF WINDING CREEK  
TURNING LEAF AT WINDING CREEK  
SECTION FOUR** WARREN COUNTY, OHIO

CLEARCREEK TOWNSHIP

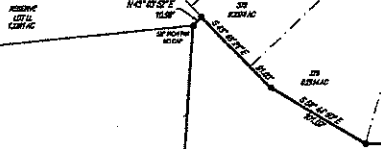
Scale: 1" = 500'

Date: NOVEMBER 2015

**CESO**  
CREATOR TO COMPLETION

Job Number: 3883  
Sheet No.: 1 OF 3

THE VILLAGES OF WINDING CREEK  
THE MEADOWS AT WINDING CREEK  
SECTION FOUR  
P.L. 52, PG. 18 & 17



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C2	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C3	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C4	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C5	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C6	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C7	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C8	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C9	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C10	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C11	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C12	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C13	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C14	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C15	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C16	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C17	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C18	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C19	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C20	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C21	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C22	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C23	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C24	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C25	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C26	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C27	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C28	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C29	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C30	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17

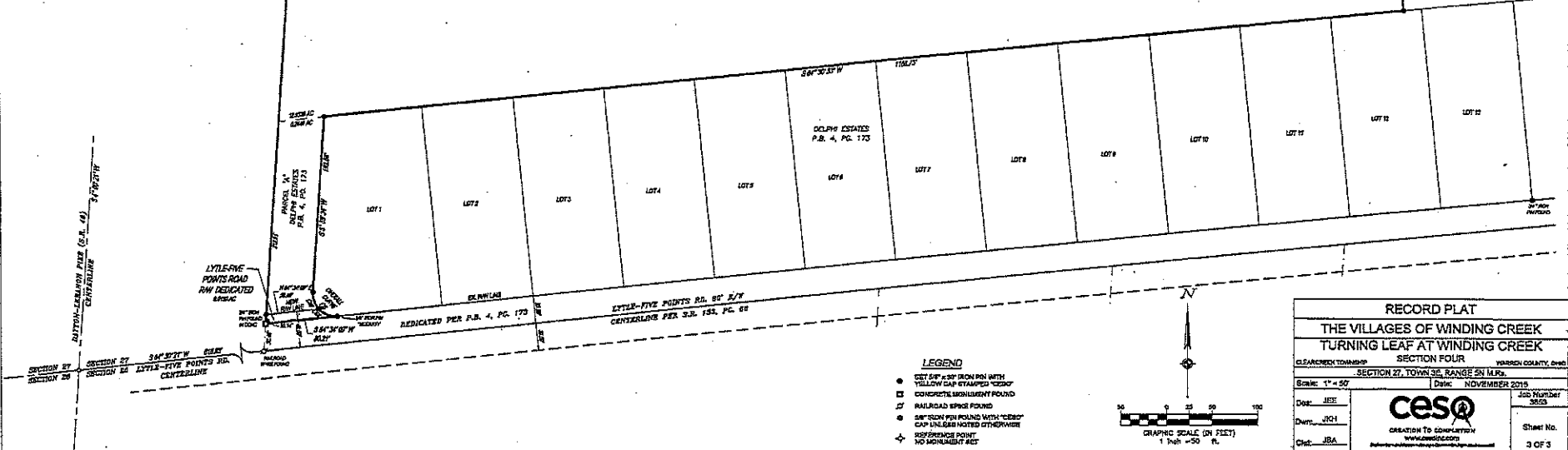
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C31	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C32	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C33	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C34	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C35	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C36	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C37	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C38	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C39	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C40	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C41	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C42	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C43	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C44	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C45	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C46	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C47	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C48	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C49	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C50	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C51	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C52	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C53	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C54	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C55	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C56	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C57	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C58	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C59	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C60	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C61	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C62	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C63	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C64	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C65	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C66	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C67	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C68	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C69	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17
C70	88.00	16.17	16.09	S89°52'37"W	89°52'37"	88.17

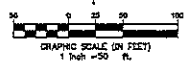
BUTTERFIELD ENTERPRISES, INC.  
4.5007 AC.  
O.R. 4803, PAGE 127  
S.R. 131, PG. 84  
S.R. 130, PG. 81  
S.R. 133, PG. 28  
P.L.D. 05-27-451-011

RESERVE  
LOT 1P  
HOLDS REAR PORTION OF UNPLATTED LAND  
ALL PART OF PARCELS 11 OF ORIGINAL RECORD MAP 4, P.L. 52 (PAGE 18) AND  
FOR A TOTAL OF 0.17 ACRES

FUTURE DEVELOPMENT  
REMAINING LANDS OF  
VHC HOLDINGS, LTD.  
A OHIO LIMITED LIABILITY COMPANY  
PART OF ORIGINAL 355.419 AC.  
O.R. 4710, PG. 240  
S.R. 75, PG. 20  
S.R. 76, PG. 18  
S.R. 126, PG. 29  
S.R. 133, PG. 44



- LEGEND**
- SET TOP 4" 30" IRON PIN WITH YELLOW CAP STAMPED "CESO"
  - CONCRETE ENCLOSURE FOUND
  - RAILROAD SPIKE FOUND
  - 3" 30" IRON PIN FOUND WITH "CESO"
  - CAP IN UNIDENTIFIED OTHER POINT
  - REFERENCE POINT
  - NO ENCLOSURE SET



**RECORD PLAT**  
**THE VILLAGES OF WINDING CREEK**  
**TURNING LEAF AT WINDING CREEK**  
**SECTION FOUR**

CLEARCREEK TOWNSHIP      SECTION 27, TOWNSHIP 33S, RANGE 9E, N.      HARRIS COUNTY, OHIO

Scale: 1" = 50'      Date: NOVEMBER 2014

Drawn: JEB      Job Number: 3653  
 Dwnl: JCH  
 Chk: JBA

**ceso**  
CREATION TO COMPLETION  
www.cesoinc.com

Sheet No. 3 OF 3

RECORD OF RESOLUTIONS

Resolution No. 5191

Passed October 14

2019

CLEARCREEK TOWNSHIP  
WARREN COUNTY, OHIO

RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE IN THE  
VILLAGES OF WINDING CREEK, TURNING LEAF AT WINDING CREEK  
SUBDIVISION, SECTION FOUR (4), CLEARCREEK TOWNSHIP, WARREN  
COUNTY OHIO, DISPENSING WITH THE SECOND READING AND DECLARING  
AN EMERGENCY

WHEREAS, the Board of County Commissioners for Warren County has accepted the following streets in The Villages of Winding Creek, Turning Leaf at Winding Creek Subdivision, Section 4, and approved them for maintenance by Clearcreek Township, and Clearcreek Township is accepting the same for maintenance (relevant parts of): Winding Run Boulevard, Maple Brook Street, Oak Brook Drive, and Linden Brook Drive.

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

**SECTION 1.** Clearcreek Township accepts for maintenance the following streets in The Villages of Winding Creek, Turning Leaf at Winding Creek Subdivision, Section 4: Winding Run Boulevard, Maple Brook Street, Oak Brook Drive, and Linden Brook Drive.

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

**SECTION 3.** This Resolution is hereby declared an emergency measure necessary to preserve the public health, safety, and welfare; the reason for the emergency being the need to assume immediate maintenance responsibility for these streets.

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

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

Resolution adopted at a regular public meeting conducted October 14, 2019.

THE BOARD OF  
CLEARCREEK TOWNSHIP TRUSTEES

Law Director Bryan Pacheco  
Approved as to form

Ed Wade

Bryan Pacheco

Sam Muterspaw

[Signature]

# Resolution

Number 19-1429

Adopted Date October 24, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR VWC HOLDINGS, LTD, FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF WINDING CREEK, THE MEADOWS AT WINDING CREEK, SECTION TWO SITUATED IN CLEARCREEK TOWNSHIP.

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

## BOND RELEASE

Bond Number	:	15-019 (P/S-M)
Development	:	The Villages of Winding Creek, The Meadows at Winding Creek, Section Two
Developer	:	VWC Holdings, LTD
Township	:	Clearcreek
Amount	:	\$25,741.07
Surety Company	:	The Old Fort Banking Co. (LOC 10130579-1)

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: VWC Holdings, Ltd, Attn: D. Oakes, 3601 Rigby Rd., Ste 300, Miamisburg, OH 45342  
Old Fort Banking Co, Attn: Richard Demko, 6430 Wilmington Pk, Dayton, OH 45459  
Engineer (file)  
Bond Agreement file

# Resolution

Number 19-1430

Adopted Date October 24, 2019

APPROVE ELM BROOK TRAIL AND WINDING RUN BOULEVARD IN THE VILLAGES OF WINDING CREEK, THE MEADOWS AT WINDING CREEK, SECTION TWO FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Elm Brook Trail and Winding Run Boulevard has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2472-T	Elm Brook Trail	0'-29'-0'	0.116
2470-T	Winding Run Boulevard	R/W Varies	0.056

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

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

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

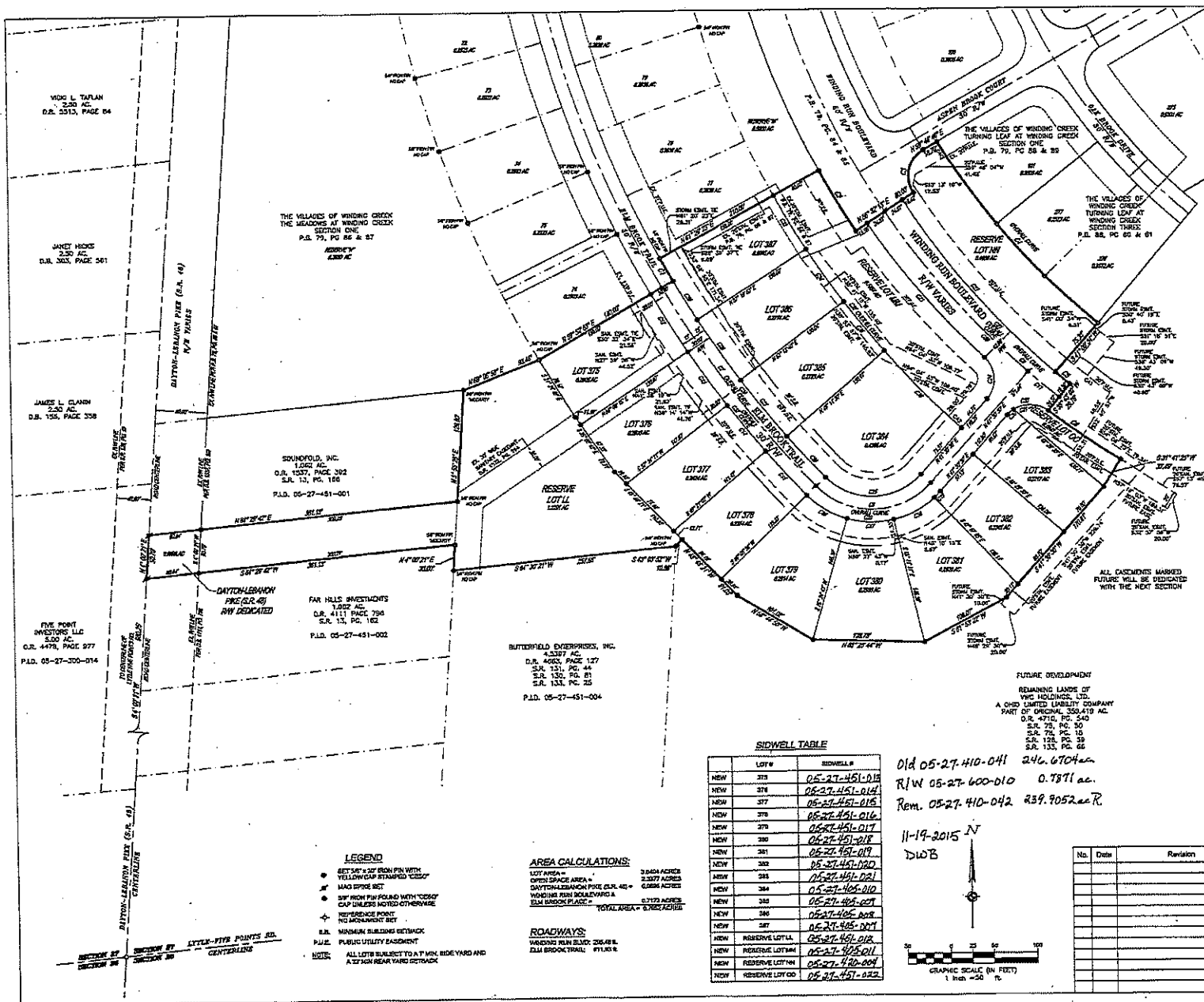
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



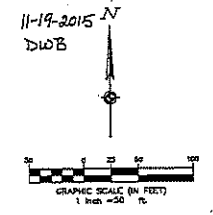


CURVE	BEARING	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C2	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C3	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C4	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C5	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C6	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C7	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C8	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C9	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C10	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C11	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C12	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C13	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C14	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C15	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C16	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C17	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C18	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C19	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C20	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C21	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C22	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C23	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C24	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C25	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C26	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C27	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C28	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C29	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C30	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C31	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C32	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C33	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C34	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C35	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C36	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C37	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C38	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C39	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C40	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C41	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C42	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C43	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C44	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C45	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C46	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C47	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C48	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C49	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C50	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C51	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C52	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C53	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C54	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C55	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C56	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C57	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C58	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C59	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C60	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C61	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C62	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C63	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C64	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C65	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C66	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C67	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C68	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C69	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C70	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C71	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C72	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C73	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C74	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C75	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C76	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C77	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C78	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C79	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C80	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C81	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C82	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C83	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C84	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C85	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C86	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C87	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C88	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C89	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C90	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C91	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C92	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C93	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C94	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C95	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C96	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C97	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C98	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C99	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'
C100	N84°51'30"E	104.50'	104.50'	S84°51'30"W	95°08'30"	15.00'

**SIDWELL TABLE**

LOT #	SIDWELL #
NEW 373	05-27-451-015
NEW 374	05-27-451-014
NEW 377	05-27-451-015
NEW 378	05-27-451-016
NEW 379	05-27-451-017
NEW 380	05-27-451-018
NEW 381	05-27-451-019
NEW 382	05-27-451-020
NEW 383	05-27-451-021
NEW 384	05-27-451-020
NEW 385	05-27-451-020
NEW 386	05-27-451-020
NEW 387	05-27-451-020
RESERVE LOT 11	05-27-451-018
RESERVE LOT 10	05-27-451-018
RESERVE LOT 9	05-27-451-020
RESERVE LOT 8	05-27-451-022

Old 05-27-410-041 246.6704 ac  
 R/W 05-27-600-010 0.7871 ac  
 Rem. 05-27-410-042 239.7052 ac R



**LEGEND**

- SEEKING 1/2" IRON PIN WITH YELLOW CAP STAMPED CESO
- MAG SPIRE SET
- SPY FROM FRY ROAD WITH "CESO" CAP UNLESS NOTED OTHERWISE
- REFERENCE POINT
- NO MONUMENT SET
- MINIMUM BUILDING SETBACK
- P.U.E. PUBLIC UTILITY EASEMENT

**NOTE:** ALL LOTS SUBJECT TO A 10' MIN. SIDE YARD AND A 20' MIN. REAR YARD SETBACK

**AREA CALCULATIONS:**

LOT # 382: 3.840 ACRES  
 OPEN SPACE AREA: 2.007 ACRES  
 DAYTON-LEBANON PINE (D.L. 45): 0.086 ACRES  
 WINDING CREEK BOULEVARD & ELM BROOK PLACE: 0.179 ACRES  
**TOTAL AREA = 6.112 ACRES**

**ROADWAYS:**

WINDING CREEK BLVD: 235.418'  
 ELM BROOK TRAIL: 871.418'

**RECORD PLAT**

THE VILLAGES OF WINDING CREEK  
 THE MEADOWS AT WINDING CREEK

SECTION TWO

WARREN COUNTY, OHIO

Scale: 1" = 50'

Date: JULY 2015

Drawn by: JEB  
 Date: JEB  
 Check: JBA

Job Number: 3553  
 Sheet No: 2 OF 2



RECORD OF RESOLUTIONS

Resolution No. 5190 Passed October 14, 2019

CLEARCREEK TOWNSHIP  
WARREN COUNTY, OHIO

RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE IN THE  
VILLAGES OF WINDING CREEK, THE MEADOWS AT WINDING CREEK  
SUBDIVISION, SECTION TWO (2), CLEARCREEK TOWNSHIP, WARREN  
COUNTY OHIO, DISPENSING WITH THE SECOND READING AND DECLARING  
AN EMERGENCY

WHEREAS, the Board of County Commissioners for Warren County has accepted the following streets in The Villages of Winding Creek, The Meadows at Winding Creek Subdivision, Section 2, and approved them for maintenance by Clearcreek Township, and Clearcreek Township is accepting the same for maintenance (relevant parts of): Elm Brook Trail and Winding Run Boulevard.

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

SECTION 1. Clearcreek Township accepts for maintenance the following street in The Villages of Winding Creek, The Meadows at Winding Creek Subdivision, Section 2: Elm Brook Trail and Winding Run Boulevard.

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

SECTION 3. This Resolution is hereby declared an emergency measure necessary to preserve the public health, safety, and welfare; the reason for the emergency being the need to assume immediate maintenance responsibility for these streets.

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

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

Resolution adopted at a regular public meeting conducted October 14, 2019.

THE BOARD OF  
CLEARCREEK TOWNSHIP TRUSTEES

Law Director Bryan Pacheco  
Approved as to form

Ed Wade

[Signature]

Sam Muterspaw

[Signature]

# Resolution

Number 19-1431

Adopted Date October 24, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH COMMUNITIES, LLC TO INSTALL CERTAIN WATER AND/OR SANITARY SEWER IMPROVEMENTS IN THE RENAISSANCE II, SECTION 4 SUBDIVISION SITUATED IN THE CITY OF MIDDLETOWN

BE IT RESOLVED to enter into the following bond agreement upon recommendation of the Warren County Sanitary Engineer.

## BOND AGREEMENT

Bond Number	:	19-016 (W/S)
Development	:	Renaissance II, Section 4
Developer	:	Grand Communities, LLC
Municipality	:	City of Middletown
Amount	:	\$6,033.68
Surety Company	:	Berkeley Insurance Company (No. 0226201)

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: Grand Communities LLC, Attn: D. Stroup, 3940 Olympic Blvd, Ste 400, Erlanger, KY 41018  
Berkeley Insurance Company, 412 M. Kemble, Suite 310N, Morristown, NJ 07960  
Water/Sewer (file)  
Bond Agreement File

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.  
19-016 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Berkley Insurance company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Renaissance II Subdivision, Section 4 (hereinafter the "Subdivision") situated in City of Middletown, 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 \$60,336.80, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

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

**NOW, THEREFORE**, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 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 \$6,033.68 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:

Grand Communities, LLC

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Dave Stroup

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3940 Olympic Boulevard, Suite 400

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Erlanger, KY 41018

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Ph. ( 859 ) 344 - 3131

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D. To the Surety:

Berkley Insurance Company

412 M. Kemble Suite 310N

Morristown, NJ 07960

Ph. ( 515 ) 473 - 3402

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

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

\_\_\_ Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

\_\_\_ Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)

\_\_\_ Original Escrow Letter (attached)

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

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

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

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

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

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

**DEVELOPER:**

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

SIGNATURE: 


PRINTED NAME: Todd E. Huss

TITLE: President

DATE: 9/25/19

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: Tiffany Gobich

TITLE: Attorney-in-fact

DATE: 9/24/19

**[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 19-1431, dated 10/24/19.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 10/24/19

RECOMMENDED BY:

By: [Signature]  
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR

Key:

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

Bond No. 0226201

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC  
3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley  
Insurance Company, a corporation organized under the laws of the Delaware  
with principal place at 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held  
and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH  
45036 (hereinafter called Obligee) in the penal sum of Six Thousand Thirty Three and  
68/100 Dollars, (\$6,033.68), for payment of which, well and truly to be made, we do  
hereby bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

DATED this 24<sup>th</sup> day of September, 2019.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract  
with the Obligee above named for certain physical improvements for

Water Main in Renaissance II Subdivision  
Section 4 in Turtlecreek Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said  
Subdividers Contract has now been completed according to the approved plans and as  
a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is  
said Principal shall, for a period of One (1) year(s) from and after the 24<sup>th</sup>  
day of September, 2019, indemnify the Obligee against any loss or damage  
directly arising by reason of any defect in the material or workmanship which may be  
discovered within the period aforesaid, then this obligation shall be void; otherwise to be  
and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal,  
written statement of the particular facts showing such default and the date hereof shall  
be delivered facts showing such default and the date thereof shall be delivered to the  
Surety by certified mail, at its Home Office in 475 Steamboat Road, Greenwich, CT  
06830 promptly an in any event within thirty (30) days after the Obligee or his

representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

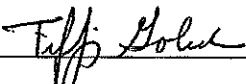
Grand Communities, LLC

A Kentucky Limited Liability Company  
Principal

By:   
Todd E. Huss

Its: President

Berkley Insurance Company  
Surety

By:   
Its: Tiffany Gobich  
Attorney-in-Fact

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of AUGUST, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman  
Executive Vice President & Secretary

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of AUGUST, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

**CERTIFICATE**

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

Given under my hand and seal of the Company, this 24<sup>th</sup> day of September, 2019.

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety  
412 Mount Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

**Or**

Email: [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

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Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

# Resolution

Number 19-1432

Adopted Date October 24, 2019

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE RID GREENS OF BUNNELL HILL FUND 4493

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the easements for the Lytle Five Points and Bunnell Hill Road Intersection Roundabout Project, an amended certificate needs to be accepted and a supplemental appropriation; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from the Budget Commission in the amount of \$99,154.20 for the Lytle Five Points and Bunnell Hill Road Intersection Roundabout Project; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation for the Lytle Five Points and Bunnell Hill Road Intersection Roundabout Project; and

## Supplemental Appropriation


\$99,154.20 into 44933908-5320 (Capital Purchases)

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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





# Resolution

Number 19-1433

Adopted Date October 24, 2019

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the fourth of their mandated share for SFY 2020 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

\$15,799.92	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
Human Services (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1434

Adopted Date October 24, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND  
#6632

BE IT RESOLVED, to approve the following supplemental appropriation:

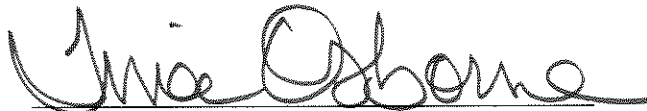
\$3,475.00 into 66320100-5910 (Health Ins Other Expense)

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Appropriation file  
OMB (file)

# Resolution

Number 19-1435

Adopted Date October 24, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FUND #11011223 COMMON PLEAS PROBATION

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #1101-1110 into Common Pleas Fund #1101-1223 in order to process a sick and vacation leave payout for J. Vance former employee of Common Pleas Probation:

\$2,161.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011223-5882	(Common Pleas Prob - Vacation Leave Payout)

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas (file)  
OMB

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 19-1436

Adopted Date October 24, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO PROBATE COURT FUND #11011250

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Probate Court Fund #11011250 in order to process a vacation leave payout for Amy Hollo former employee of Probate Court:


\$958.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011250-5882	(Probate Court - Vacation Leave Payout)

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 19-1437

Adopted Date October 24, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,500      from #22023120-5400      (Purchased Services)  
                 into #22023120-5855      (Clothing/Personal Equip)

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)

# Resolution

Number 19-1438

Adopted Date October 24, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIO MEANS JOBS WARREN COUNTY FUND #2254

WHEREAS, an appropriation adjustments are necessary for payment of Training expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2254.


\$ 1,000                      from #22545800-5910      (Other Expense)  
   into #22545800-5850      (Education and Training)

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

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

Resolution adopted this 24<sup>th</sup> day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
OhioMeansJobs (file)