

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1482

Adopted Date November 02, 2021

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF ANDY RUSSELL, CHIEF MECHANIC, WITHIN THE WARREN COUNTY GARAGE DEPARTMENT, EFFECTIVE DECEMBER 31, 2021

BE IT RESOLVED, to accept the resignation, due to retirement, of Andy Russell, within the Warren County Garage Department effective December 31, 2021.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Garage (file)
A. Russell's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1483

Adopted Date November 02, 2021

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF THERESA REIER, OFFICE ADMINISTRATOR WITHIN THE WATER AND SEWER DEPARTMENT, EFFECTIVE DECEMBER 31, 2021

BE IT RESOLVED, to accept the resignation, due to retirement, of Theresa Reier, Office Administrator, within the Water and Sewer Department effective December 31, 2021.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
T. Reier's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1484

Adopted Date November 02, 2021

ACCEPT RESIGNATION OF ANDY NAPIER, WATER DISTRIBUTION WORKER III,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE
NOVEMBER 12, 2021

BE IT RESOLVED, to accept the resignation of Andy Napier, Water Distribution Worker III,
within the Warren County Water and Sewer Department, effective November 12, 2021.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
A. Napier's Personnel File
OMB – Sue Spencer
Tammy Whitaker
T. Reier

Resolution

Number 21-1485

Adopted Date November 02, 2021

ESTABLISH MONTHLY DEPARTMENT HEALTHCARE CHARGEBACK RATES EFFECTIVE JANUARY 1, 2022

WHEREAS, based on a thorough review of the self-insured health insurance program offered to employees, it has been determined that an increase is needed to the department chargeback rates pertaining to the medical/Rx Base and Buy-Up plan as reflected below; and

WHEREAS, such increase that pertains to the Buy-Up will also increase the amount of the employee premium cost share as reflected below; and

WHEREAS, it is the desire of the Board of Commissioners to continue the annual employer contribution to HSA or HRA for all eligible employees electing the "Buy-Up" Plan in the amount of \$300 single/\$600 family except for instances where a union contract stipulates otherwise; and

NOW THEREFORE BE IT RESOLVED, to authorize the increase to the monthly chargeback rate pertaining to the Base and Buy-Up medical/Rx plan at the frequency indicated below.

Monthly Department Rates	"Base" Plan		"Buy-Up" Plan	
	Month	x 2 Month Per Pay	Month	Per Pay
Single Med/Rx	500.69	250.35	462.06	231.03
Single Dental N/C	29.64	14.82	29.64	14.82
Single Vision N/C	6.66	3.33	6.66	3.33
Life N/C	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
TOTAL	\$547.49	\$273.75	\$508.86	\$254.43
Family Med/Rx	1327.06	663.53	1224.72	612.36
Family Dental N/C	74.10	37.05	74.10	37.05
Family Vision N/C	17.66	8.83	17.66	8.83
Life N/C	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
TOTAL	\$1,429.32	\$714.66	\$1,326.98	\$663.49
Couple Med/Rx	663.53	331.77	612.36	306.18
Couple Dental N/C	37.05	18.53	37.05	18.53
Couple Vision N/C	8.83	4.42	8.83	4.42
Life N/C	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
TOTAL	\$719.91	\$359.97	\$668.74	\$334.38
Employee Contribution			Month	Per Pay x24
Single "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$81.54	\$40.77
Family "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$216.14	\$108.07
Couple "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$108.07	\$54.04

2022 Monthly COBRA Rates	“Base”	“Buy-Up”
Single Med/Rx	510.71	554.48
Single Dental	30.24	30.24
Single Vision	<u>6.80</u>	<u>6.80</u>
	\$547.75	\$591.52
Family Med/Rx	1,353.61	1469.68
Family Dental	75.59	75.59
Family Vision	<u>18.02</u>	<u>18.02</u>
	\$1,447.22	\$1,563.29

NOW THEREFORE BE IT RESOLVED, to approve the department transfer rates, employee premium contributions, employer HSA/HRA contributions and frequency schedule as specified above effective January 1, 2022.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: All Department & Offices
Horan Associates
Tammy Whitaker, OMB
Benefits File

Resolution

Number 21-1486

Adopted Date November 02, 2021

APPROVE PERSONAL DAY OFF WITH PAY POLICY FOR THE 2022 "DAY FOR WELLNESS" **POINTS** PROGRAM

WHEREAS, in an effort to promote employee wellness, the opportunity for voluntary participation in the annual **POINTS** Program is extended to Warren County employees; and

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2022 **POINTS** Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Day for Wellness" personal day off with pay for each employee that participates in the 2022 **POINTS** Program; and

WHEREAS, the actual policy is attached hereto and made a part hereof outlining the full details of the program; and


NOW THEREFORE BE IT RESOLVED, to approve a personal day off with pay policy for employees that participate in the 2022 **POINTS** Program.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Benefits file
Sue Spencer, OMB
Tammy Whitaker, OMB
All Elected Officials, Agencies and Department Heads
Horan Associates

2022 “DAY FOR WELLNESS” POLICY

Qualifications:

Eligibility: Part-time and Full-time Permanent Employees

Eligible employees participating in Warren County’s “2022 POINTS Program” and achieving a point total of 250 points will receive a personal day off with pay.

Time Period: The 2022 POINTS Program will begin January 1, 2022. An employee must earn a total of 250 points throughout the year; January 1, 2022 through December 31, 2022.

Receipt of “Day for Wellness”: POINTS Check Sheets and Certification of Information along with any required supporting documentation must be turned in to OMB Benefits no later than February 28, 2023. Submitted information will be verified and OMB Benefits will issue the “Day for Wellness” verification to the employee. Your submission will be kept confidential.

Day for Wellness Hours: The hours will be based on the employee’s normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

Usage:

The employee must use the personal day off with pay no later than December 31, 2023. There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2023. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

The employee must request to use the personal day off with pay in advance and have departmental approval.

Process:

Once the employee has departmental approval, the employee will submit the “Day for Wellness” verification form with a completed request for leave form to their department. The personal day off with pay will be reported on payroll as regular hours worked. The department should maintain the request for leave form and “Day for Wellness” verification form with their payroll records for audit purposes.

Saved as: I/HR 2022 Day for Wellness Policy

Resolution

Number 21-1487

Adopted Date November 02, 2021

APPROVE PERSONAL DAY OFF WITH PAY "DAVE'S DAY FOR LIFE" POLICY FOR THE 2022 ANNUAL BLOOD DRAW SCREENING PROGRAM FOR COUNTY EMPLOYEES

WHEREAS, this Board provides a voluntary Annual Blood Screening Program to all employees and spouses eligible for coverage under the plan; and

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2022 Annual Blood Screening Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Dave's Day for Your Life" personal day off with pay for each employee that participates in the 2022 Annual Blood Screening Program; and

WHEREAS, the actual policy, outlining the full details of the program, is attached hereto and made a part hereof; and

NOW THEREFORE BE IT RESOLVED, to approve the policy for participation in the 2022 "Dave's Day for Your Life" as attached hereto.

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

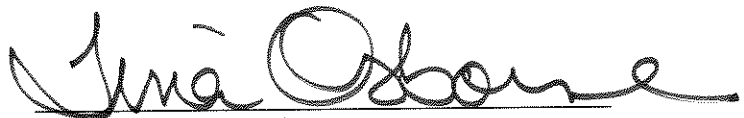
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: OMB (file)
Benefits file
T Whitaker, OMB
S Spencer, OMB

2022 "DAVE'S DAY FOR YOUR LIFE"

_____ has participated in Warren County's
Employee Name

Annual Blood Screening on _____
Date

Authorized Signature

Qualifications:

An eligible employee participating in Warren County's "Dave's Day For Your Life" 2022 Annual Blood Screening Program will receive a personal day off with pay. The hours will be based on the employee's normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

If an employee covered under the health plan or eligible for coverage under the health plan, is not able to participate on a scheduled on-site screening day, the employee can request a voucher for screening to be completed at area lab on another date or time but no later than May 31, 2022. Documentation verifying that the blood screen was completed must be provided to the Benefits/Risk Manager. The Benefits/Risk Manager will issue the "Dave's Day For Your Life" verification form to the employee.

If an employee covered under the health plan or eligible under the health plan does not participate in the on-site screening, he/she can submit proper documentation that an equivalent screening was completed to qualify for the personal day off with pay. The documentation must be submitted to the Benefits/Risk Manager. Based on proper documentation the employee will be issued the "Dave's Day For Your Life" verification form by the Benefits/Risk Manager. The Benefits/Risk Manager will have the sole discretion in evaluating the submitted documentation.

If an employee is part-time and provides documentation that an equivalent screening was completed, he/she will be issued the "Dave's Day For Your Life" verification form by the Benefits/Risk Manager for the number of part-time hours scheduled per day. The Benefits/Risk Manager will have the sole discretion in evaluating the submitted documentation.

Usage:

The employee must use the personal day off with pay no later than December 31, 2022. There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2022. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

The employee must request to use the personal day off with pay in advance and have departmental approval.

Process:

Once the employee has departmental approval, the employee will submit the "Dave's Day For Your Life" verification form with a completed request for leave form to their department. The personal day off with pay will be reported on payroll as regular hours worked. The department should maintain the request for leave form and "Dave's Day For Your Life" verification form with their payroll records for audit purposes.

Please direct questions to: Tammy Whitaker ext 1324 or Sue Spencer ext 1747.

Saved As: Dave's Day for Life Policy 2022

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1488

Adopted Date November 02, 2021

ACKNOWLEDGE RENEWAL PROPOSAL AND REQUEST APPLICATION FOR STOP LOSS COVERAGE WITH TOKIO MARINE HCC FOR PLAN YEAR EFFECTIVE JANUARY 1, 2022

WHEREAS, it is the desire of this Board to acknowledge the proposal and request application from Tokio Marine HCC for the provision of stop loss coverage for the health care plan for Plan Year effective January 1, 2022; and

WHEREAS, such proposal indicates an unchanged specific stop loss deductible set at \$250,000 per member, with an additional aggregating deductible of \$350,000, and a blended rate increase of 2.5% over prior from \$32.30 to \$33.10 per employee per month; and

NOW THEREFORE BE IT RESOLVED, to acknowledge the Renewal Proposal by Tokio Marine HCC and request application for stop loss coverage for Plan Year effective January 1, 2022.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

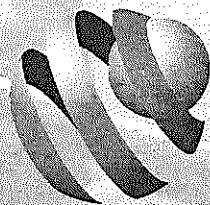
cc: c/a—Tokio Marine HCC
Horan & Associates
Tammy Whitaker, OMB
Benefits File



Custom Benchmarking and Renewal Proposal

Prepared for
Warren County Board of Commissioners

Presented by
Horan Associates Incorporated



TOKIO MARINE
HCC

TMHCC-1093 8/20

We Will Continue to be There for You

Warren County Board of Commissioners - Proposal Effective
01/01/2022

Warren County Administration Building | Lebanon, OH 45036

Marketing Representative: Timothy Campbell, TCampbell@tmhcc.com, 781-716-4791

Underwriter: Aaron Swartz, ASwartz@tmhcc.com, 781-716-4710

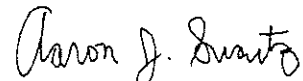
There can be no denying that 2020 has been an unprecedented and eventful time in our lives. The impact of COVID-19 continues to evolve, but it will undoubtedly have a significant impact on both the healthcare industry and self-funded medical plans. At the same time, catastrophic claims continue to proliferate, and high cost gene therapy solutions are set to burst onto the scene over the next few years. In fact, based on our own claims data, **the number of \$1 million+ claims has more than doubled in the past 5 years.** Now more than ever, Stop Loss Insurance is paramount to the responsible management of a plan sponsor's self-funded plan.

But there is good news: **Tokio Marine HCC - Stop Loss Group (TMHCC) has been helping protect self-funded plan sponsors from catastrophic claim events for over 45 years!** Whether it be specific coverage for high cost claimants, or aggregate coverage for abnormally high claims across the entire plan, TMHCC will be there in your time of need.

We are also continuing to offer cost management solutions to our customers, including: our fully insured organ transplant product; air ambulance expense management via our sister company, On Call International; and through our partnership with Emerging Therapy Solutions/LifeTrac, best in class solutions for managing the cost of high-dollar, complex medical conditions and treatments such as cell and gene therapies, mechanical assist devices (VADs), hemophilia, and congenital heart disease.

Warren County Board of Commissioners, the attached proposal has been created especially for you. We thank you for having placed this important coverage with TMHCC for this most recent policy year. We promise to continue to be there for you when you need us the most – in protecting your plan from the financial impact of catastrophic claims.

Should you have any questions about this proposal, TMHCC, or any other aspect of our business, please contact me at your earliest convenience.



Aaron Swartz
Senior Consulting Underwriter

About Tokio Marine HCC - Stop Loss Group

Financial Strength

Rated A++ (Superior) from A.M. Best Company and AA- (Very Strong) ratings from Standard & Poor's and Fitch. Tokio Marine HCC - Stop Loss Group is backed by the financial stability of its parent company, Tokio Marine HCC, a specialty insurance group headquartered in Houston, TX, transacting business in over 180 countries with more than 100 classes of insurance.

Focus

TMHCC's stop loss product portfolio is focused solely on managing the financial impact of catastrophic claims on a policyholder's self-funded medical plan. Our portfolio includes stop loss, organ transplant, Taft-Hartley, and captive solutions.

Experience

HCC Life Insurance Company, operating as Tokio Marine HCC - Stop Loss Group, has been reducing risks while helping to control healthcare costs for employers and self-funded plans for more than 45 years.

Stability

At \$1.5 billion in annual premium, we are one of the largest direct writers of stop loss in the US. We are responsible for all underwriting, claims, and administrative decisions.

Regional Commitment

Five regional offices have been strategically placed throughout the United States to meet the unique needs of each geographical area. Each region manages their own underwriting and marketing services, and reports to our executive management team in our Kennesaw, GA headquarters.

Claim Management

Value-added services available to policyholders provide cost containment programs to help reduce claim costs in areas such as neonatal care, oncology, dialysis, transplants, and air ambulance transports.

Accountability

Our producers have direct access to TMHCC's decision-making personnel in all functional areas, including executive management. When problems arise, every staff member is committed to prompt and thorough issue resolution.

Partnership

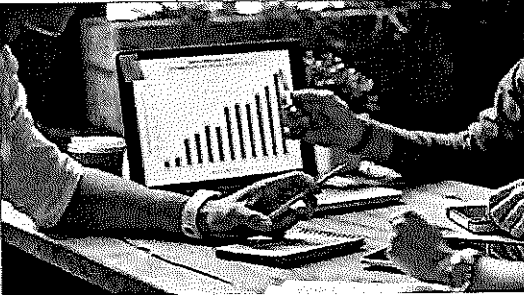
We keep our producers and policyholders updated with industry news and product promotions. We listen to our customers and use their feedback to generate innovative product enhancements. Our paperless, online Licensing and Appointment process takes only minutes to complete.

Support

TMHCC is backed by the financial resources of its international parent company, Tokio Marine Holdings, Inc., which is a global insurance carrier. A Fortune 250 company headquartered in Japan, Tokio Marine has over \$51 billion in annual revenue.

Warren County Board of Commissioners

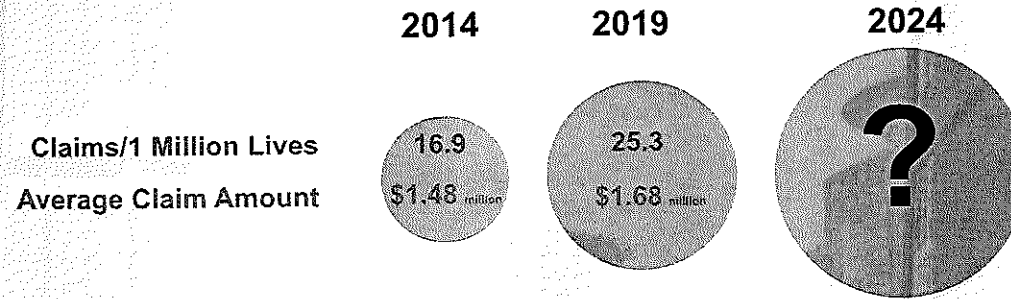
Tokio Marine HCC – Stop Loss Group is one of the largest direct writers of Stop Loss in the country. With our experience, we have created one of the industry’s largest databases of Stop Loss statistics. In an effort to help you make an informed decision, we are including benchmarking metrics for your consideration.

	Warren County Board of Commissioners	Employee Size 750 to 999	Industry Public Administration	State Ohio	
Average Number of Employees	868	853	842	300	
Average Age of Employees	46	45	45	46	
Male/Female Employee Split	52/48	61/39	63/37	62/38	
Average Specific Deductible*	\$250,000	\$230,000	\$165,000	\$100,000	
Expected Number of Stop Loss Claims	3.2				
Probability of Having an Organ Transplant	In 1 Year				42%
	In 5 Years				94%

*Current specific deductible for Warren County Board of Commissioners is shown.

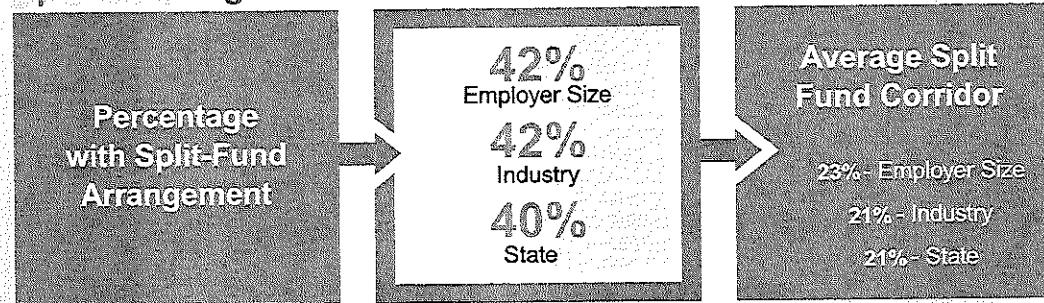
Warren County Board of Commissioners

\$1 Million+ Claim Experience (TMHCC Book of Business)

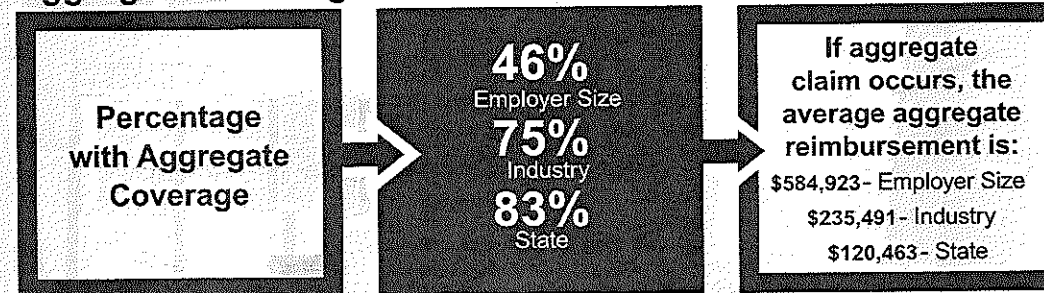


Our \$1 million+ claims more than doubled in the past five years.
What will happen in the next five years?

Split-Funding



Aggregate Coverage



This report was prepared by TMHCC exclusively for the use or benefit of this Proposal for a specific and limited purpose. Any third party recipient of this report who desires professional guidance should not rely upon TMHCC's report, but should engage qualified professionals for advice to its own specific needs.

Warren County Board of Commissioners

Specific Stop Loss

	Employee Size	Industry	State
	750 to 999	Public Administration	Ohio
Claims Above \$50,000	Percentage that have a claim	N/A	96%
	Average number of claims	N/A	2.9
	Average specific reimbursement	N/A	\$100,689

	Employee Size	Industry	State
	750 to 999	Public Administration	Ohio
Claims Above \$100,000	Percentage that have a claim	100%	85%
	Average number of claims	8.8	2.6
	Average specific reimbursement	\$140,356	\$118,664

	Employee Size	Industry	State
	750 to 999	Public Administration	Ohio
Claims Above \$250,000	Percentage that have a claim	85%	45%
	Average number of claims	2.9	2.3
	Average specific reimbursement	\$197,574	\$185,585

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Custom Benchmarking Data

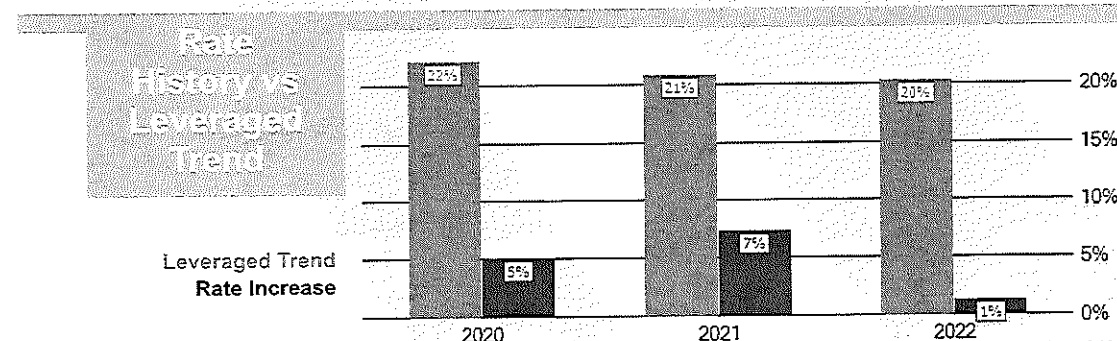
Historical Data for
Warren County Board of Commissioners

	January 1, 2019	January 1, 2020	January 1, 2021
Number of Claims by Policy Year	\$250,000 Specific Level	\$250,000 Specific Level	\$250,000 Specific Level
	0 Claimants	0 Claimants	0 Claimants

Reimbursed Claims & Premium by Policy Year*	\$0 Claims	\$0 Claims	\$0 Claims
	\$250,614 Premium	\$279,435 Premium	\$223,634 Premium
	0.0% Loss Ratio	0.0% Loss Ratio	0.0% Loss Ratio

* Reimbursed claims include paid claims plus reserves, and premium represents paid gross premium.

Observed Discount on Reimbursed Claims	0.0%	0.0%	0.0%
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This report was prepared by TMHCC exclusively for the use or benefit of this Proposal for a specific and limited purpose. Any third party recipient of this report who desires professional guidance should not rely upon TMHCC's report, but should engage qualified professionals for advice to its own specific needs.

TMHCC's Customized Products & Services

Warren County Board of Commissioners

We customized this proposal to match your needs with our products and services.

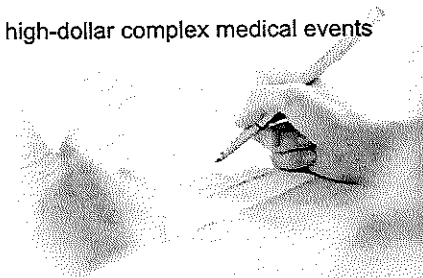
- Specific (individual) coverage
- Aggregate (group) coverage
- Flexible contract terms

COVERAGE OPTIONS

- Terminal Liability
- Split-Funded (Aggregating Specific) Arrangements
- Incurred Contract
- Aggregate Accommodation
- Unlimited Annual Maximums
- Contract Advantage Plan
- Family Deductible
- No Gap 12/15 Contract

Every proposal includes these value-added features:

- **Straightforward Contract** - Incorporates the employer's plan document
- **Qualified Clinical Trials Endorsement** - Mirrors requirements of the Affordable Care Act
- **IRO Endorsement** - Reimburses plan claim denials overturned by an Independent Review Organization determination
- **Simultaneous Funding**
- **Specialty Claim Unit (SCU) and Preliminary Claim Unit (PCU)** - The SCU and PCU teams assist policyholders with managing large claims, such as transplants and premature births, and help policyholders directly control costs to their plans
- **On Call** - Air Ambulance expense management
- **Emerging Therapy Solutions/LifeTrac** - Cost management of high-dollar complex medical events



Highlighted Features

Air Ambulance Transport

We help our policyholders manage their air ambulance transport expenses via our partnership with our sister organization, On Call International:

- Proprietary network of air ambulance preferred providers
- Air ambulance quote/re-quote services provided free to TMHCC policyholders
- End to end air ambulance transport coordination
- In-network claim with no patient balance billing
- Travel assistance services offered free to TMHCC policyholders
- Additional travel risk management services offered at a discount for TMHCC policyholders

Emerging Therapy Solutions/LifeTrac Cost Management Services

With the recent acquisition of LifeTrac by Emerging Therapy Solutions (ETS), we help our policyholders manage the clinical and financial risk of their member's complex care events:

- Best in class cell and gene therapy solutions, including the availability of a step down stop loss deductible for using ETS's Programs of Excellence for gene therapies
- Highly specialized treatment "tracs" include transplant, congenital heart disease, specialty drugs, oncology, and specialty contracting
- Access to over 100 leading medical facilities and providers nationwide
- Personalized Pathway to maximize effect in both management and quality of care
- Contracting methodology to help minimize risk and protect our policyholder's financial resources
- Claims monitored from beginning through completion of care

Organ Transplant Product

We offer a stand-alone, fully-insured, first dollar product that "carves out" the organ transplant (OT) costs from the medical plan for self-funded groups*:

- Covers 100% of in-network transplant related expenses
- Discount to stop loss rates for carving out OT coverage
- Avoids lasers and rate increases on the stop loss policy associated with transplant exposure
- Includes up to \$15,000 for travel and \$5,000 to patient post-transplant
- Patient is assigned a care coordination nurse who assists the patient and their family throughout the entire transplant process

*Not available in all states.

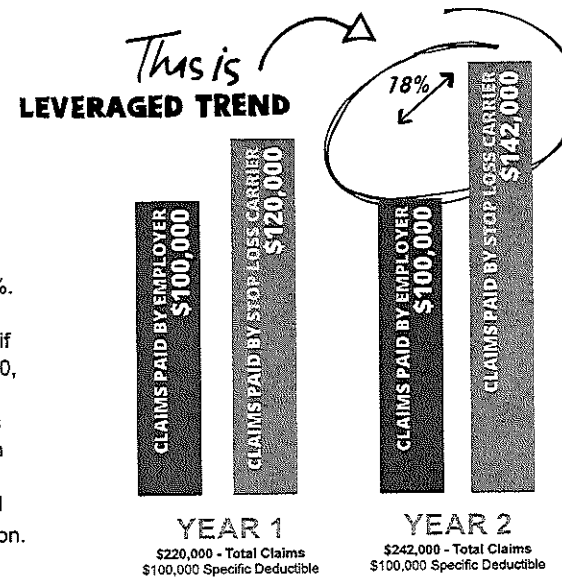
Leveraged Trend

New medical technologies, rising provider charges and increasing pharmaceutical costs continue to cause medical inflation to rise faster than general inflation. When a policyholder does not increase their stop loss policy's specific deductible threshold, then the plan's premiums are impacted by leveraged trend.

How does leveraged trend affect stop loss rates?

Suppose a self-funded plan has a \$100,000 specific stop loss deductible. In year one, an employee has \$220,000 in claims. The first \$100,000 of the claims is paid by the self-funded plan. The remaining \$120,000 is reimbursed by the medical stop loss policy.

Assume the following year's medical trend is 10%. For a similar claim, the employee's claim amount would increase from \$220,000 to \$242,000. But if the plan's specific deductible remains at \$100,000, then the self-funded plan would still pay the first \$100,000 of the claims, but the medical stop loss policy now reimburses the remaining \$142,000 in claims – an 18% "leveraged trend" increase from the preceding year. In other words, 10% medical inflation turns into 18% stop loss coverage inflation.



Did you know? Leveraged Trend BLOCK AVERAGE

Tokio Marine HCC - Stop Loss Group's Leveraged Trend for our entire block of business for 2020 was 21.1%.

What can self-funded plans do to help mitigate the impact of leveraged trend?

Many self-funded employers find that increasing their specific deductible to match the annual trend expectations helps mitigate the cost impact of leveraged trend on their stop loss policies.

Raising your specific deductible could mean lower overall costs.

Each plan should be evaluated individually. Plans should weigh the cost of the claims to be paid out of the plan against the cost of premiums for coverage on the medical stop loss claim.

Renewal Proposal

for Warren County Board of Commissioners



TOKIOMARINE
HCC



**TOKIO MARINE
HCC**

401 Edgewater Place, Suite 400
Wakefield, MA 01880
Telephone: (781) 224-4300
Facsimile: (781) 245-1042

Underwriter:
Aaron Swartz
ASwartz@tmhcc.com

Marketing Representative:
Timothy Campbell
TCampbell@tmhcc.com

Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2022 – 12/31/2022

Quoted for: Horan Associates Incorporated

Proposal Number: 2

FINAL

INDIVIDUAL STOP LOSS COVERAGE

Plan Description	Option 1	Option 2
Coverages	Medical, Rx Card	Medical, Rx Card
Annual Specific Deductible per Individual	\$ 250,000	\$ 275,000
Contract Basis	Paid	Paid
Lifetime Reimbursement	Unlimited	Unlimited
Maximum Contract Period Reimbursement	Unlimited	Unlimited
Rate(s) Per Month	Enrollment	
Single	364	\$ 11.41
Family	504	\$ 41.20
Estimated Contract Period Premium	\$ 299,008	\$ 275,864
Rate(s) include Commission of	0.00 %	0.00 %
Split Funded Liability	\$ 350,000	\$ 300,000



**TOKIO MARINE
HCC**

401 Edgewater Place, Suite 400
Wakefield, MA 01880
Telephone: (781) 224-4300
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of
Commissioners

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Marketing Representative:
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AGGREGATE STOP LOSS COVERAGE

Plan Description	Option 1	Option 2
Coverages	Medical, Rx Card	Medical, Rx Card
Contract Basis	Paid	Paid
Loss Limit per Individual	\$ 250,000	\$ 275,000
Maximum Contract Period Reimbursement	\$ 1,000,000	\$ 1,000,000
Rate per Month	Enrollment	
Composite	868	
	\$ 4.25	\$ 4.50
Estimated Contract Period Premium	\$ 44,268	\$ 46,872
Rate(s) include Commission of	0.00 %	0.00 %
Annual Aggregate Deductible	\$ 13,225,014	\$ 13,374,272
Minimum Aggregate Deductible	\$ 13,225,014	\$ 13,374,272
Monthly Aggregate Claim Factors	Enrollment	
Medical, Rx Card		
Single	364	
	\$ 734.74	\$ 741.98
Family	504	
	\$ 1,656.03	\$ 1,675.48
Run-In Limited To	\$ 0	\$ 0

OVERALL COST SUMMARY

Plan Description	Option 1	Option 2
Total Annual Fixed Cost	\$ 343,276	\$ 322,736
Specific Variable	\$ 350,000	\$ 300,000
Aggregate Variable	\$ 13,225,014	\$ 13,374,272
Maximum Annual Liability	\$ 13,918,290	\$ 13,997,008



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PROPOSAL QUALIFICATIONS AND CONTINGENCIES

Quoted terms and conditions are subject to possible revision based upon the receipt and review of the following items:

- Paid claims experience to the effective date including monthly enrollment figures.
- Updated shock loss information to the date HCC Life Insurance Company has been notified that the proposal has been accepted by the group. Shock loss information should include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of \$ 125,000, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pending or denied for any reason. Please refer to our Trigger Diagnosis Disclosure List, which provides examples of some, but not all, types of shock losses.
- We will accept final shock loss disclosure no earlier than 30 days prior to the effective date.
- Please see the attached exhibit for plan document assumptions and requirements.
- Should a large claim(s) (non-reoccurring and/or ongoing) become known and the initial date of service is prior to the date of written acceptance by HCC Life Insurance Company, we reserve the right to re-underwrite the case.
- In the event there is a greater than 10% change in enrollment between the submitted initial enrollment data and the final enrollment data, rates and factors may be recalculated.
- Minimum participation level of 75% of all eligible employees is required.
- Our proposal includes Simultaneous Funding on Specific reimbursements.
- Rates and Factors are calculated with the plan anniversary date and the Policy effective date as the same date. Should the plan anniversary date and the stop loss policy effective date be different we reserve the right to modify our rates, factors and terms of coverage to accommodate for additional liabilities incurred by the plan due to state and/or federal mandates during the stop loss contract period.
- Quote rated with retirees not covered. Quote rated with 4 COBRAs being covered based on the census information provided.
- Quote Rated with the following UR Vendors: United HealthCare.
- Quote Rated with the following Cost Containment Program(s): UnitedHealthcare ChoicePlus.

Rates and factors are based upon the current plan design(s). We will need to receive and review any plan change(s).

▪
Claim disclosure information provided to date for this account has been reviewed and no further information is needed. Rates effective 1/1/22 are firm and final if acceptance by 10/20/21. If acceptance is not provided by this date, updated disclosure information will be needed to finalize.
▪



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FINAL

Initial the selected proposal option (please initial both the selected Specific and Aggregate option):

Option	Specific	Aggregate
1	\$ 250,000 / Paid	\$ 250,000 / Paid
2	\$ 275,000 / Paid	\$ 275,000 / Paid

The Premium and Aggregate Deductibles are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: 11.2.21 By: [Signature]
 Agent of Record or Administrator

This proposal expires if applications are not requested before the valid through date.

Plan Document Assumptions

This proposal for stop loss coverage assumes the Plan Sponsor's plan document includes certain standard clauses, exclusions and limitations. These exclusions and limitations include, but are not limited to the following:

1. **Eligibility, Effective Date, and Enrollment Date** provisions, which include definitions of eligible employees (including definitions of full-time and part-time), dependents, and retirees, if applicable.
2. **Termination Provisions** which clearly define when eligibility and benefits cease. The Termination Provisions should include specific wording regarding extension of coverage (also known as "extension of active service") during a period of inactive service due to disability, layoff or leave of absence. The plan should include COBRA wording consistent with federal requirements.
3. **Transplant** benefit wording that identifies any benefits applicable to the donor (particularly the non-participating donor), the recipient, organ procurement, and any covered transportation, lodging and companion charges.
4. The Plan is expected to contain provisions that preserve its ability to seek a right of recovery, to recover funds via subrogation, to enforce coordination of benefit clauses with other plans and where able, to be secondary to Medicare and other public programs (subject to the Plan's compliance with Medicare Secondary Payer rules).
5. Exclude expenses resulting from losses which are due to any act of war, whether declared or not.
6. Exclude expenses for any injury or illness arising out of or in the course of any occupation or employment for wage or profit.
7. Exclude expenses related to Alternative Treatment, except when deemed both medically necessary and cost effective when compared to a normal course of treatment.
8. All HCC Life policies contain an Experimental and Investigative definition and exclusion along with coverage requirements for clinical trials that complies with the Affordable Care Act (ACA).

We Will be There for You

Financial Strength

- A++ (Superior) by A.M. Best Company
- AA- (Very Strong) by Standard & Poor's
- AA- (Very Strong) by Fitch Ratings

Cost Management

Transplants, premature births, oncology, dialysis, air ambulance transports

Experience

45+ years in the stop loss business

Stability

- \$1.5 Billion in Annual Premium
- Responsible for all underwriting, claims and administrative decisions

Regional Commitment

Five Strategically placed regional offices across the United States

Claim

Management

To ensure you only pay what you owe

Accountability

Direct access to decision-making personnel for prompt and thorough service

Partnership

- Open communication
- Seamless licensing & appointment process
- Consistently competitive rates

Thank you for the opportunity to serve you!

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1489

Adopted Date November 02, 2021

APPROVE AND ENTER INTO A TANF PRC CONTRACT WITH THE ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and enter into a contract with the Abuse and Rape Crisis Shelter of Warren County on behalf of Warren County Department of Human Services in the total amount of \$102,400.00 TANF/PRC funds beginning 7/1/21 and ending 6/30/22; copy of contract attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Abuse & Rape Crisis Shelter of Warren County
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC SUBGRANT AGREEMENT WITH
ABUSE & RAPE CRISIS SHELTER OF WARREN COUNTY**

RECITALS:

This Subgrant Agreement is entered into between Warren County Job and Family Services, Division of Human Services (hereinafter referred to as "Grantor") and the Abuse and Rape Crisis Shelter of Warren County (ARCS) (hereinafter referred to as "Subgrantee").

This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and are not for research and development purposes. The grant award is under the authority of CDFA #93.558, Temporary Assistance for Needy Families (TANF), SFY 2022, and Warren County Job and Family Services.

DEFINITIONS:

A. Definitions

- A. "Grantor" means the Warren County Job and Family Services.
- B. "Subgrantee" means the Abuse and Rape Crisis Shelter of Warren County.
- C. "Financial Assistance" means all cash, reimbursements, other payments or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Subgrant Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions,

requirements, and restrictions.

- C. Provide information on current and subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide financial documents that show the revenue and expenditures of the program and all supporting documents.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, If Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, Auditor of State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **July 1, 2021 through June 30, 2022** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditors certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuring fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

Allocation	Contract Amount	Budget Reference	Award ID/FAIN#	CFDA Number
TANF Administration	\$10,240.00	JFSCTF21/JFSCTF22	1601OHTANF	93.558
TANF Regular	\$92,160.00	JFSCTF21/JFSCTF22	1601OHTANF	93.558

Reimbursement of Sub-recipient’s cost shall be through a Fixed Unit Cost. **The unit cost shall be \$32.00 per client per day rate.** Unit of cost shall be per eligible individual per night that services are provided.

Eligibility is based on a household income at or below 200% of the Federal Poverty Level.

The Sub-recipient will bill the Department based on Fixed Unit Cost for Services Delivered.

Funds available under this agreement may not be used for food. Mileage cannot exceed the county’s established mileage reimbursement rate, currently \$0.50.

A. This grant is in the total amount of \$102,400.00

B. Payment will be made to Subgrantee on a cost-reimbursement basis. The total estimated cost shall be in accordance with the budget attached as **Exhibit B** and shall no exceed the amount provided in Article V-A, above. Subgrantee may bill Grantor monthly for reimbursement or disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dates, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036, ATTN: Fiscal Officer.

Grantor will make payments on all invoices submitted in accordance with the terms of this Subgrant Agreement. The final invoice, clearly marked “Final”, must be submitted within **30 days** of the expiration of this Subgrant Agreement. The final invoice shall include certification to the effect that “Payment of this invoice constitutes complete satisfaction of all of Grantor’s obligations under the reference Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Subgrant Agreement upon payment of this final invoice.”

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Warren County Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding source external to the State of Ohio, such as federal funds, or the Warren County Board of County Commissioners fails at any time to continue funding Grantor for payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Warren County.

D. As subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including but not limited to:

1. **Standards for financial management systems:** SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records,
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
2. **Period of Availability of Funds:** Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals of this Subgrant Agreement for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
3. **Matching or Cost Sharing:** Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
4. **Program Income:** Program income must be used and accounted for as specified in 45 CFR 92.25.
5. **Real Property:** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
6. **Equipment:** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.
7. **Supplies:** Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 - a. Services provided to program participants;
 - b. Administrative cost of services provided to program participants;
 - c. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - d. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant for the period of three (3) years.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E,.500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at Warren County Job and Family Services, 416 S. East Street, Lebanon, OH 45036 within two (2) weeks of Subgrantee's receipt of any such audit.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of the Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 - 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 - 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of the Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of the award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or

- terminated Subgrant activities;
3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other task that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise and Administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor for Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Director of Grantor at 416 South East Street, Lebanon, OH 45036. Notices to Grantor from Subgrantee that concern this award will be sent to the Director of Grantor at same above address.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to 27 N. East Street, Lebanon, OH 45036.
- C. All notices in accordance with Section A of this Article IX. Will be in writing and will be deemed given when received. All notices may be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this a Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative medication of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Subgrant agreement in and addendum hereto. Any addenda to this Subgrant agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor ma modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANTS

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
 1. Any subgrants made by Subgrantee to unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any

subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, as applicable, as well as federal, state, and local law. Any award of a subgrant to another entity shall be made by means of subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the revised code.

2. Debarment and Suspension: As provided in 45 CFR 74.13 and 45 CFR 92.35, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state, and local laws, including, as applicable 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE XIII. ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.

7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any

Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.

20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(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.
26. The Sub-recipient agrees to comply with the 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. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

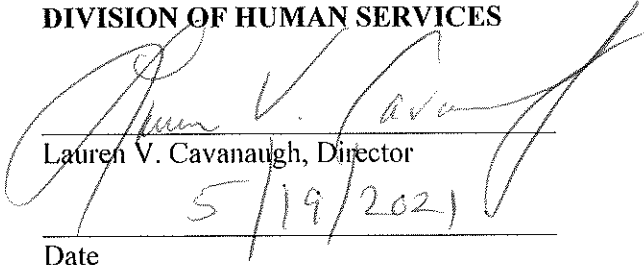
ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. **Limitations of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operations of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provisions does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.

ARTICLE XV. GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

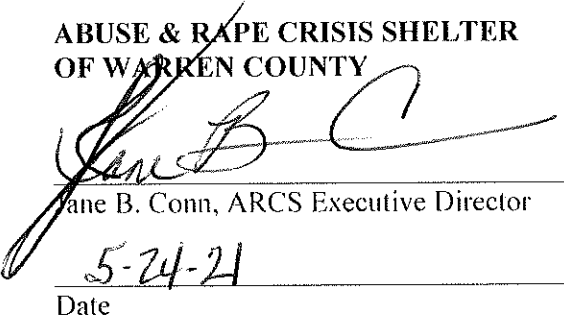
**WARREN COUNTY JFS
DIVISION OF HUMAN SERVICES**



Lauren V. Cavanaugh, Director
5/19/2021

Date

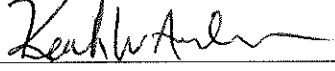
**ABUSE & RAPE CRISIS SHELTER
OF WARREN COUNTY**



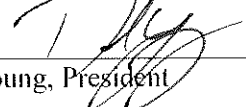
Jane B. Conn, ARCS Executive Director
5-24-21

Date

WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**



David G. Young, President

Tom Grossmann, Vice President



Shannon Jones, Member

11-2-21

Date

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1490

Adopted Date November 02, 2021

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS
WARREN COUNTY

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

Ohio Medical Career College LTD
1133 S. Edwin C. Moses Blvd.
Dayton, Ohio 45417

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Ohio Medical Career College LTD, 1133 S Edwin C Moses Blvd, Dayton, OH 45417**, hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

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

General Provisions:

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

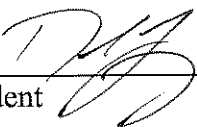
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

Signature Page

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

Warren County Board of Commissioners



David G. Young President

11.2.21

Date

Contractor



Authorized Contractor Signature

10-25-2021

Date

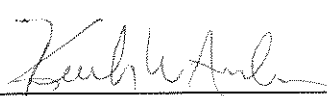
Bodley Xu

Typed Name of Authorized Contractor

10-25-2021

Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

10-28-2021

Date

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1491

Adopted Date November 02, 2021

ENTER INTO A COOPERATION AGREEMENT WITH CHILD ADVOCACY CENTER OF WARREN COUNTY RELATIVE TO THE FY19 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM-CV – AMENDMENT #2

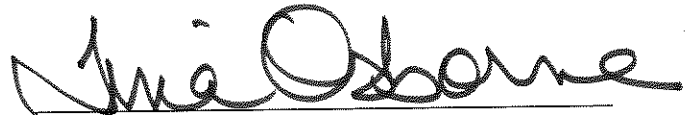
BE IT RESOLVED, to enter into a Cooperation Agreement with the Child Advocacy Center of Warren County relative to the FY 2019 Community Development Block Grant Entitlement Program – CV – Amendment #2, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—Child Advocacy Center of Warren County
OGA (File)
Child Advocacy Center

**CDBG COOPERATION AGREEMENT
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 2 day of November, 2021, by and between the Child Advocacy Center of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 2 day of November, 2021 (hereinafter referred to as "CAC"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 21-1491, adopted by its Board of County Commissioners on the 2 day of November, 2021 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the CAC for calendar year 2021, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2019 Community Development Block Grant (CDBG) Entitlement Program - Covid Response – Amendment 2; and

WHEREAS, CAC has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

I. PERMISSION TO CARRY OUT PROJECT

CAC grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the project, which may include construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY

Upon commencement of a substantial portion of the project improvements, CAC shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by CAC throughout the course of this CDBG Program as well as after Project completion.

III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$106,426.00 of their allocation from the FY 2019 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to CAC by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) CAC shall be invited and encouraged to submit a detailed project description, which may include data, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) If applicable the County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, CAC and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by CAC.
- (c) If applicable, The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount.
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by CAC.
- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent

change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by CAC.

IV. REMAINING FUNDS

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2019 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for CAC.

V. CONTINUED OWNERSHIP AND MAINTENANCE

CAC agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

VI. DISCRIMINATION PROHIBITED

CAC agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. CAC shall also cooperate with the County in providing records of program beneficiaries, when necessary.

VII. RELEASE FROM LIABILITY

CAC shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

VIII PROJECT REPRESENTATIVES

The County and CAC shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project and

to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager
Warren County Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1259

Child Advocacy Center of Warren County: Amy Fornshell
320 E. Silver St.
Lebanon, OH 45036
(513) 695-3101

IX. CHILD ADVOCACY CENTER OF WARREN COUNTY PARTICIPATION

CAC, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and CAC, the County shall have final authority in project administration.

If applicable, CAC Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each.
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s).
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting CAC's property or interests.
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor.
- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall

become the responsibility of CAC to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

- (g) Provide data for reporting purposes to US Department of Housing and Urban Development. Data should not include identifying characteristics of CAC clients or employees.

X. OTHER LAWS AND REGULATIONS

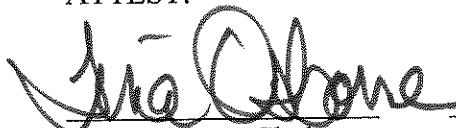
Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, CAC agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

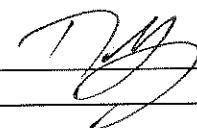
CAC hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of CAC's failure to follow said CDBG Program regulations and local, state and federal laws.

IN WITNESS WHEREOF, CAC and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:


WARREN COUNTY BOARD OF COMMISSIONERS


Tina Osborne, Clerk

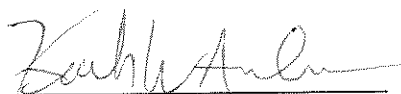


ATTEST:

CHILD ADVOCACY CENTER OF WARREN COUNTY


Dayton Children's Hospital

Approved as to form:


Keith Anderson
Assistant County Prosecutor

MEMORANDUM

TO: Libby Nicholson, Director

FROM: Amy Fornshell, Manager CAC of Warren County

DATE: July 20, 2021

RE: CDBG Grant

In addition to the cooperation agreement provided by Warren County, this memo is intended to summarize further details related to the CDBG grant.

- Warren County has received funds from the U.S. Department of Housing and Urban Development through the FY2019 Community Development Block Grant (CDBG), entitlement program- COVID response.
- The CAC of Warren County provided data related to cuts and losses of funding over the past 2 fiscal years and upcoming years which would cover operational costs.
- Warren County has budgeted \$106,462 of their allotment to the CAC in response to the losses reported in funding.
- This funding is reimbursable for operational expenditures (which may include costs related to personnel, supplies, trainings, rent) beginning in February of 2020. This reimbursement request will only cover expenditures that are not covered by other federal or local funds.
- The form of contract to be signed by the parties is intended more for a building project of a facility, however, the parties recognize and acknowledge there is no building project or facility being constructed pursuant to the CDBG Cooperation Agreement dated October 11, 2021 being entered into by the Child Advocacy Center of Warren County and the county of Warren for the reasons stated above.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1492

Adopted Date November 02, 2021

AUTHORIZE ACCEPTANCE OF AGREEMENT WITH OARNET ON BEHALF OF
WARREN COUNTY TELECOMMUNICATIONS

WHEREAS OARnet will provide additional licensing and vmware renewal for Warren County Telecom, as indicated on the attached quote for purchase; and


NOW THEREFORE BE IT RESOLVED, to accept quote from OARnet on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OARnet
Telecom (file)



OARnet

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1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

TO: Gary Estes
Deputy Director
Warren County Telecommunications
500 Justice Drive
Lebanon, OH 45036

FROM: OARnet
1224 Kinnear Rd
Columbus, OH 43212

EMAIL: gary.estes@wcoh.net

EMAIL: oarnetvmware@oar.net **WEB:** www.oar.net

PHONE: (513) 695-1810 **FAX:**

FAX: (614) 292-9397

TERMS: OARnet-VMware ELA
Remit to: The Ohio State University - OARnet
1224 Kinnear Rd, Columbus, Ohio 43212
Payment Terms: Net 30
Credit Cards: VISA/MasterCard/AMEX/DISCOVER

QUOTE NO: 24472194
QUOTE DATE: 09/17/2021
QUOTE EXPIRES: 09/30/2021
TOTAL QUOTE: \$32,050.91

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
1	VCS7-STD-P-SSS-C	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 1 year Start Date: 10/11/2021 End Date: 10/10/2022 Contract #: 31243202	\$811.85	\$811.85	1	\$811.85
2	VC-SRM8-25S- PSSS-C	Production Support/Subscription for VMware Site Recovery Manager 8 Standard (25 VM Pack) for 1 year Start Date: 10/11/2021 End Date: 10/10/2022 Contract #: 335601414	\$620.75	\$620.75	1	\$620.75
3	VR8-OSTC-P-SSS-C	Production Support/Subscription for VMware vRealize Operations 8 Standard (Per CPU) for 1 year Start Date: 10/11/2021 End Date: 10/10/2022 Contract #: 339482383	\$154.70	\$154.70	10	\$1,547.00
4	VS7-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year Start Date: 10/11/2021 End Date: 10/10/2022 Contract #: 339482383	\$568.10	\$568.10	10	\$5,681.00
5	VR8-OSTC-P-SSS-C	Production Support/Subscription for VMware vRealize Operations 8 Standard (Per CPU) for 1 year Start Date: 10/11/2021 End Date: 10/10/2022 Contract #: 341479822	\$154.70	\$154.70	8	\$1,237.60
6	VS7-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year Start Date: 10/11/2021 End Date: 10/10/2022 Contract #: 341479822	\$568.10	\$568.10	8	\$4,544.80



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LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
7	VCS7-STD-P-SSS-C	Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (Per Instance) for 1 year Start Date: 10/11/2021 End Date: 10/10/2022 Contract #: 343400887	\$811.85	\$811.85	1	\$811.85
8	VS7-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year Start Date: 10/11/2021 End Date: 10/10/2022 Contract #: 343473159	\$568.10	\$568.10	3	\$1,704.30
9	VS7-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year Start Date: 10/11/2021 End Date: 10/10/2022 Contract #: 349909222	\$568.10	\$568.10	5	\$2,840.50
10	VS7-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year Start Date: 10/11/2021 End Date: 10/10/2022 Contract #: 351626228	\$568.10	\$568.10	2	\$1,136.20
11	VS7-EPL-C	VMware vSphere 7 Enterprise Plus for 1 processor	\$1,284.41	\$1,284.41	6	\$7,706.46
12	VS7-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year	\$568.10	\$568.10	6	\$3,408.60
SUBTOTAL:						\$32,050.91
TOTAL QUOTE:						\$32,050.91

Please note, OARnet is not accepting credit cards at this time. Please reach out to oarnetvmware@oar.net with any concerns.

PO: Quote number should be referenced on Purchase Order. Vendor address on PO must state OARnet's address at OSU: 1224 Kinnear Rd, Columbus, OH 43212.

TO ORDER: Submit a copy of this quote along with a PO (or Credit Card payment) to: oarnetvmware@oar.net.



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
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OARnet Terms and Conditions

The software and services quoted above are subject to the terms and conditions of the OARnet VMware ELA Program. All software & services quoted herein are subject to the VMware Master End User License Agreement ("EULA") located on the OARnet website (<https://www.oar.net/sites/default/files/page-files/OARnet%20EULA%20Exhibit%20A%206.13.19.pdf>). The terms of the EULA published on the OARnet website supersede any click to accept EULA embedded in the software downloaded from VMware.

1. Payment Terms

Failure to Pay: OARnet may terminate this Agreement or EULA and demand End User to no longer use the Product, upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest and any collection fees.

2. Term and Termination

The initial term of this Agreement shall commence on the date this Agreement is executed by both parties and shall continue for the term set forth in Attachment 1 or is otherwise terminated pursuant to the Agreement or the terms of the EULA. OARnet may terminate this agreement upon 30 days' notice for End User's failure to pay invoices when due or immediately for material breach of any other term of this agreement and demand End User no longer uses the Product.

3. Limitation of Liability

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

4. Compliance with Applicable Law and Other Obligations

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

5. Governing Law and Jurisdiction

This agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction.

6. Entire Agreement; Amendments

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This agreement may not be modified by, and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this agreement shall be effective unless in writing and signed by both parties.



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LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
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END USER CONTACT INFORMATION

Entity/Customer/End User Name: _____

Portal Folder Name (if known): _____

Technical Contact (Primary):

Billing Contact:

Name: GARY ESTES

Name: _____

Address: 500 JUSTICE DR

Address: SAME

City/State/Zip: Lebanon, OH 45036

City/State/Zip: _____

Phone: 513-695-1810

Phone: _____

Email: Gary.ESTES@wcoah.net

Email: _____

IN WITNESS WHEREOF, customer hereto warrants and represents that this order form has been executed by a duly authorized representative, and it constitutes the legal, valid, and binding obligation.

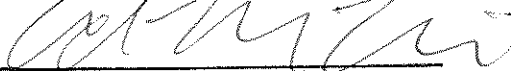
Signature: 

Name: David E. Young

Title: President

Date: 11-2-21

APPROVED AS TO FORM



**Adam M. Nice
Asst. Prosecuting Attorney**

Exhibit A

**VMWARE END USER LICENSE AGREEMENT for
The Ohio State University on behalf of Ohio Academic Resources Network (OARnet)**

PLEASE NOTE THAT THE TERMS OF THIS END USER LICENSE AGREEMENT SHALL GOVERN YOUR USE OF THE SOFTWARE, REGARDLESS OF ANY TERMS THAT MAY APPEAR DURING THE INSTALLATION OF THE SOFTWARE.

IMPORTANT-READ CAREFULLY: BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU (THE INDIVIDUAL OR LEGAL ENTITY) AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT ("EULA"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND YOU MUST DELETE OR RETURN THE UNUSED SOFTWARE TO THE VENDOR FROM WHICH YOU ACQUIRED IT WITHIN THIRTY (30) DAYS AND REQUEST A REFUND OF THE LICENSE FEE, IF ANY, THAT YOU PAID FOR THE SOFTWARE.

EVALUATION LICENSE. If You are licensing the Software for evaluation purposes, Your use of the Software is only permitted in a non-production environment and for the period limited by the License Key. Notwithstanding any other provision in this EULA, an Evaluation License of the Software is provided "AS-IS" without indemnification, support or warranty of any kind, expressed or implied.

1. DEFINITIONS.

- 1.1 "Affiliate"** means, with respect to a party, an entity that is directly or indirectly controlled by or is under common control with such party, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity (but only as long as such person or entity meets these requirements).
- 1.2 "Documentation"** means that documentation that is generally provided to You by VMware with the Software, as revised by VMware from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.
- 1.3 "Guest Operating Systems"** means instances of third-party operating systems licensed by You, installed in a Virtual Machine and run using the Software.
- 1.4 "Intellectual Property Rights"** means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.
- 1.5 "License"** means a license granted under Section 2.1.
- 1.6 "License Key"** means a serial number that enables You to activate and use the Software.
- 1.7 "License Term"** means the duration of a License as specified in the Order.
- 1.8 "License Type"** means the type of License applicable to the Software, as more fully described in the Order.

- 1.9** “**Open Source Software**” or “**OSS**” means software components that are licensed under a license approved by the Open Source Initiative (“OSI”) or similar open source or freeware license and are embedded in the delivered Software.
- 1.10** “**Order**” means a purchase order, enterprise license agreement, or other ordering document issued by You to VMware or a VMware authorized reseller that references and incorporates this EULA and is accepted by VMware as set forth in Section 4.
- 1.11** “**Product Guide**” means the current version of the VMware Product Guide at the time of Your Order, copies of which are found at www.vmware.com/download/eula.
- 1.12** “**Services Terms**” means VMware’s then-current Support and Subscription Contract Terms and Conditions, copies of which are found at www.vmware.com/files/pdf/support/support_terms_conditions.pdf.
- 1.13** “**Software**” means the VMware Tools and the VMware computer programs listed on VMware’s commercial price list pursuant to which You acquire a license under an Order, together with any software code relating to the foregoing that is provided to You pursuant to a support and subscription service contract and that is not subject to a separate license agreement.
- 1.14** “**Territory**” means the country or countries in which You have been invoiced; provided, however, that if You have been invoiced within any of the European Economic Area member states, You may deploy the corresponding Software throughout the European Economic Area.
- 1.15** “**Third Party Agent**” means a third party delivering information technology services to You pursuant to a written contract with You.
- 1.16** “**Virtual Machine**” means a software container that can run its own operating system and execute applications like a physical machine.
- 1.17** “**VMware**” means VMware, Inc., a Delaware corporation, if You are purchasing Licenses or services for use in the United States and VMware International Limited, a company organized and existing under the laws of Ireland, for all other purchases.
- 1.18** “**VMware Tools**” means the suite of utilities and drivers, Licensed by VMware under the “VMware Tools” name, that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine.

2. LICENSE GRANT.

- 2.1** **Scope of License.** Subject to the terms and conditions of this EULA, VMware grants You, during the License Term, a non-exclusive, non-transferable License to use the Software, in executable code form only, within the Territory, for Your internal operations in accordance with (a) the Documentation; (b) the License Type for which You have paid the applicable fees; and (c) other applicable limitations set forth in the Order. The License to the Software is limited to the quantities specified in each applicable Order.
- 2.2** **Third Party Use.** Under the License granted to You in Section 2.1 above, You may permit Your Third Party Agents to access, use and/or operate the Software on Your behalf for the sole purpose of delivering services to You, provided that You will be fully responsible for Your Third Party Agents’ compliance with terms and conditions of this EULA and any breach of this EULA by a Third Party Agent shall be deemed to be a breach by You.
- 2.3** **Permitted Copies.** You may make one copy of the Software for archival purposes only. The copy shall: (a) be kept within Your possession or control; (b) include all titles, trademarks, and copyright and restricted rights notices in the original; and (c) be subject to this EULA. You may not otherwise copy the Software without VMware’s prior written consent.
- 2.4** **Benchmarking.** You may use the Software to conduct internal performance testing and benchmarking studies. You may only publish or otherwise distribute the results of such studies to third parties as follows: (a) if with respect to VMware’s Workstation or Fusion products, only if You provide a copy of Your study to benchmark@vmware.com prior to distribution; (b) if with respect to any other Software, only if VMware

has reviewed and approved of the methodology, assumptions and other parameters of the study (please contact VMware at benchmark@vmware.com to request such review and approval) prior to such publication and distribution.

2.5 VMware Tools. You may distribute the VMware Tools (whether or not as part of the Virtual Machine You create with the Software) to third parties solely when installed in a Guest Operating System to enhance its performance and functionality when running in a Virtual Machine, provided that You will be fully responsible for such third parties' compliance with the terms and conditions of this EULA, and any breach of this EULA by any such third party shall be deemed to be a breach of this EULA by You.

2.6 Open Source Software. Notwithstanding anything herein to the contrary, Open Source Software is licensed to You under such OSS's own applicable license terms, which can be found in the `open_source_licenses.txt` file, the Documentation or as applicable, the corresponding source files for the Software available at http://www.vmware.com/download/open_source.html. These OSS license terms are consistent with the license granted in Section 2, and may contain additional rights benefiting You. The OSS license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on You than the applicable OSS license terms.

3. RESTRICTIONS; OWNERSHIP.

3.1 Restrictions. You acknowledge that the Software and the structure, organization and source code of the Software constitute valuable trade secrets of VMware. Accordingly, except as expressly permitted in Section 2 or as otherwise authorized by VMware in writing, You will not and will not permit any third party to: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part the Software or Documentation to any third party; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part; (c) copy the Software, except for archival purposes, as set out in Section 2.3; (d) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software as described in this EULA; (e) translate, modify or create derivative works based upon the Software; (f) permit any use of or access to the Software by any third party; (g) remove any product identification, proprietary, copyright or other notices contained in the Software; or (h) operate the Software on behalf of or for the benefit of any third party, including the operation of any service that is accessed by a third party, except that, for the purposes of this Section 3.1 (h), You may use the Software to deliver hosted services to Your Affiliates.

3.2 Decompilation. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the Territory give You the express right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, You must first request such information from VMware (at info@vmware.com), provide all reasonably requested information to allow VMware to assess Your claim, and VMware may, in its discretion, either provide such interoperability information to You, impose reasonable conditions, including a reasonable fee, on such use of the Software, or offer to provide alternatives to ensure that VMware's proprietary rights in the Software are protected and to reduce any adverse impact on VMware's proprietary rights.

3.3 Ownership. The Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of VMware and its licensors. Your rights to use the Software and Documentation shall be limited to those expressly granted in this EULA and any applicable Order. No other rights with respect to the Software or any related Intellectual Property Rights are implied. You are not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this EULA or the applicable Order.

3.4 Guest Operating Systems. Certain Software allows Guest Operating Systems and application programs to run on a computer system. You acknowledge that You are responsible for obtaining and complying with any licenses necessary to operate any such third-party software.

4. ORDER. Your Order is subject to this EULA. No Orders are binding on VMware until accepted by VMware. Orders for Software are deemed to be accepted upon VMware's delivery of the Software included in such Order. Orders issued to VMware do not have to be signed to be valid and enforceable.

5. AUDIT RIGHTS.

- 5.1 Records.** You will, during the License Term for any Software licenses acquired under this EULA (and for a period of two (2) years from the expiration of the applicable License Term), maintain accurate records of Your use of the Software sufficient to demonstrate Your compliance with the terms of this EULA and all Orders.
- 5.2 Audit Rights.** During the period in which You are obligated to maintain such records, VMware, or its third party auditor, may, upon reasonable notice to You, audit such records to verify that You have (a) used the Software solely in the manner authorized herein; (b) paid all applicable license fees; and (c) otherwise complied with the terms of this EULA and all Orders. VMware may conduct no more than one (1) audit in any twelve (12) month period. Audits will be conducted during normal business hours and VMware will use commercially reasonable efforts to minimize the disruption of Your normal business activities. VMware, and any third-party auditor, shall not have physical access to Your computing devices in connection with any such audit, without Your prior written consent. You will reasonably cooperate with VMware and/or its third-party auditor and will promptly pay directly to VMware any underpayments revealed by such audit. You will promptly reimburse VMware for all undisputed and reasonable costs and expenses incurred by VMware for such audit if: (i) such audit reveals an underpayment by You of more than five percent (5%) of the fees payable by You to VMware for the period audited, or (ii) such audit reveals You have intentionally and materially failed to maintain accurate records of Your use of the Software.
- 6. SUPPORT AND SUBSCRIPTION SERVICES.** Except as expressly specified in the Product Guide, VMware does not provide any support or subscription services for the Software under this EULA. You have no rights to any updates, upgrades or extensions or enhancements to the Software developed by VMware unless you separately purchase VMware support or subscription services. These support or subscription services are subject to the Services Terms.
- 7. WARRANTIES.**
- 7.1 Software Warranty.** VMware warrants to You that the Software will, for a period of ninety (90) days following delivery ("**Warranty Period**"), substantially conform to the applicable Documentation, provided that the Software (a) has been properly installed and used at all times and in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than VMware or its authorized representative. VMware will, at its own expense and as its sole obligation and Your exclusive remedy for any breach of the foregoing warranty, either replace the applicable Software or correct any reproducible error in the Software reported to VMware by You in writing during the Warranty Period. If VMware determines that it is unable to correct the error or replace the Software, VMware will refund to You all License fees actually paid by You, in which case the License for the applicable Software and Your right to use such Software will terminate.
- 7.2 Disclaimer of Warranties.** THE EXPRESS WARRANTY IN SECTION 7.1 ABOVE IS IN LIEU OF AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VMWARE AND ITS LICENSORS DISCLAIM, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING OR RELATING TO THE SOFTWARE, THE DOCUMENTATION, OR ANY MATERIALS FURNISHED OR PROVIDED TO YOU UNDER THIS EULA. VMWARE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT THE SOFTWARE WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.
- 8. INTELLECTUAL PROPERTY INDEMNIFICATION.**
- 8.1 Defense and Indemnification.** Subject to the remainder of this Section 8, VMware shall defend You against any third party claim that the Software infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of Your actions) under the laws of: (a) the United States and Canada; (b) the European Economic Area; (c) Australia; (d) New Zealand; (e) Japan; or (f) the People's Republic of China, to the extent that such countries are part of the Territory for the License ("**Infringement Claim**") and indemnify You from the resulting costs and damages finally awarded against You to such third party by a court of competent jurisdiction or agreed to in settlement; provided that You: (i) promptly provide VMware with notice of such Infringement Claim; and (ii) reasonably cooperate in response to VMware requests for assistance. VMware shall have primary control of the defense provided that

the Ohio Attorney General shall have the right to participate in any litigation and/or settlement negotiations at Your own expense. You may not settle or compromise any Infringement Claim without the prior written consent of VMware.

- 8.2 Remedies.** Should the Software become, or in VMware's opinion be likely to become, the subject of an Infringement Claim, VMware will, at VMware's option and expense either: (a) procure the rights necessary for You to make continued use of the affected Software in accordance with this EULA; (b) replace or modify the affected Software to make it non-infringing; or (c) terminate the License to the affected Software and discontinue the related support services, and, upon Your certified deletion of the affected Software, refund: (i) the fees paid by You for the License to the affected Software, less straight-line depreciation over a three (3) year useful life beginning on the date such Software was delivered; and (ii) any pre-paid service fee attributable to related support services to be delivered after the date such service is stopped. Nothing in this Section 8.2 shall limit VMware's obligation under Section 8.1 to defend and indemnify You, provided that You replace the allegedly infringing Software upon VMware's making alternate Software available to You and/or You discontinue using the allegedly infringing Software upon receiving VMware's notice terminating the affected License.
- 8.3 Exclusions.** Notwithstanding the foregoing, VMware will have no obligation under this Section 8 or otherwise with respect to any claim based on: (a) a combination of Software with non-VMware products (other than non-VMware products that are listed on the Order and used in an unmodified form); (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer VMware revision would have avoided the infringement; (d) any modification to the Software made without VMware's express written approval; (e) any claim that relates to open source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by VMware into Software listed on VMware's commercial price list; (f) any claim that relates to Linux or Android open source software, even when it has been embedded into or distributed with the Software or (g) any Software provided on a no charge, beta or evaluation basis. THIS SECTION 8 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND VMWARE'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

9. LIMITATION OF LIABILITY.

- 9.1 Limitation.** Each party's liability for a claim of any nature arising out of this Agreement shall not exceed the fees paid by Customer to VMware for the specific Software or Service giving rise to such claim, and in no event shall either party's total and cumulative liability for all claims arising out of this Agreement exceed the lesser of: (a) the total fees paid by Customer to VMware under this Agreement, or (b) USD \$1,000,000 (one million United States Dollars).
- 9.2 Disclaimer of Liability.** To the maximum extent permitted by applicable law, in no event shall either party be liable for any indirect, incidental, special, punitive or consequential damages, or any loss of profits, business opportunity, revenue, goodwill or data, even if such party has been advised as to the possibility of such damages.
- 9.3 Exclusions.** The limitations in Sections 9.1 and 9.2 shall not apply to: (a) Customer's breach of VMware's or its licensors' Intellectual Property Rights or Customer's use of the Software in a manner not expressly authorized by this Agreement; (b) VMware's indemnification obligations under Section 8; (c) either party's breach of Section 11.1-11.4; (d) Customer's payment obligations; or (e) any liability which may not be excluded by applicable law.
- 9.4 Further Limitations.** VMware's licensors shall have no liability of any kind under this Agreement and VMware's liability with respect to any third party software embedded in the Software shall be subject to Sections 9.1 and 9.2. Customer may not bring a claim under this Agreement more than eighteen (18) months after the cause of action arises.

10. TERMINATION.

- 10.1 Term of Agreement.** The term of this Agreement commences on the Effective date continues until this Agreement is terminated in accordance with this Section 10 ("Term").
- 10.2 License Term.** The License Term for each Software product Licensed by Customer shall be perpetual unless otherwise specified in the applicable Order, but the License is terminable and revocable by VMware in accordance with this Section 10.
- 10.3 Services Period.** The Services Period is defined in and set forth in the Services Terms.

- 10.4 Termination of Agreement.** This Agreement may be terminated by either party at any time if there is no License then in effect, effective thirty (30) days after delivery of written notice to the other party.
- 10.5 Termination by Customer.** Customer may terminate this Agreement immediately upon written notice to VMware if: (i) VMware breaches any provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from Customer; or (ii) VMware commits a material breach that is not capable of being cured.
- 10.6 Termination by VMware.**
- (a) **Termination for Breach.** VMware may terminate this Agreement in its entirety effective immediately upon written notice to Customer if: (i) Customer breaches any provision in Section 3 and does not cure the breach within ten (10) days after receiving written notice thereof from VMware; (ii) Customer fails to pay any portion of the License fees within ten (10) days after receiving written notice from VMware that payment is past due; (iii) Customer breaches any other provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from VMware; or (iv) Customer commits a material breach that is not capable of being cured.
- (b) **Termination for Insolvency.** VMware may terminate this Agreement in its entirety effective immediately upon written notice to Customer if Customer: (a) terminates or suspends its business; (b) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors; or becomes subject to control of a trustee, receiver or similar authority; or (c) becomes subject to any bankruptcy or insolvency proceeding.
- (c) **Termination of Software Licenses.** VMware may (in addition to its rights in this Section 10.6) terminate one or more of Customer's Licenses (and the Services for the applicable Software) if Customer materially breaches any of the terms of Sections 2 or 3 with regard to such License and does not cure the breach within ten (10) days after receiving written notice thereof from VMware.

10.7 Effect of Termination.

- (a) If Customer terminates this Agreement pursuant to Sections 10.4 or 10.5 or VMware terminates this Agreement pursuant to Sections 10.4, 10.6(a) or 10.6(b): (i) all Licensed rights to all Software granted to Customer under this Agreement will immediately cease to exist; (ii) Customer must promptly discontinue all use of all Software, and (destroy all copies of the Software and all License Key(s)) and return, or if requested by VMware, destroy, any related VMware Confidential Information in Customer's possession or control and certify in writing to VMware that Customer has fully complied with these requirements; and (iii) all Services shall terminate.
- (b) If VMware terminates one or more of Customer's Licenses pursuant to Sections 7.1, 8.2 or 10.6(c), or Customer does not renew its License for any Software Licensed for a License Term that is less than perpetual: (i) all Licensed rights to the applicable Software granted to Customer under this Agreement will immediately cease to exist; (ii) Customer must promptly discontinue all use of such Software, destroy all copies of such Software and License Key(s) for such Software and return, or if requested by VMware, destroy, any related VMware Confidential Information in Customer's possession or control and certify in writing to VMware that Customer has fully complied with these requirements; and (iii) all Services for such Software shall terminate.
- (c) Sections 1 (Definitions), 2.6 (Open Source Software), 3 (Restrictions; Ownership), 5.1 (Records), 5.2 (Audit Rights), 7.2 (Disclaimer of Warranties), 8 (Intellectual Property Indemnification), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information.) and 12 (General) shall survive any termination of this Agreement.

11. CONFIDENTIAL INFORMATION.

- 11.1 Definition.** "Confidential Information" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding VMware's pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software.

- 11.2 Protection.** Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the EULA, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of the EULA and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.
- 11.3 Exceptions.** Recipient's obligations under Section 11.2 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 11.4 Data Privacy.** You agree that VMware may process technical and related information about Your use of the Software which may include internet protocol address, hardware identification, operating system, application software, peripheral hardware, and non-personally identifiable Software usage statistics to facilitate the provisioning of updates, support, invoicing or online services and may transfer such information to other companies in the VMware worldwide group of companies from time to time. To the extent that this information constitutes personal data, VMware shall be the controller of such personal data. To the extent that it acts as a controller, each party shall comply at all times with its obligations under the local legislation applicable in the Territory for the protection of individuals with regard to the processing of personal data. Collected data is subject to VMware's Privacy Policy at <http://www.vmware.com/help/privacy.html>.

12. GENERAL.

- 12.1 Assignment.** This EULA and any Orders, and any of Your rights or obligations thereunder, may not be assigned, subcontracted or transferred by You, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without the prior written consent of VMware. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this EULA will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
- 12.2 Notices.** Any notice delivered by VMware to You under this EULA will be delivered via mail, email or fax.
- 12.3 Waiver.** The waiver of a breach of any provision of this EULA shall not constitute a waiver of any other provision or any subsequent breach.
- 12.4 Severability.** If any provision of this EULA is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this EULA will remain in full force and effect.
- 12.5 Compliance with Laws; Export Control; Government Regulations.** Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by the U.S. Government shall be governed solely by the terms and conditions of this EULA.
- 12.6 Construction.** The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" means "including but not limited to."
- 12.7 Governing Law.** This EULA will be governed by Ohio law and the United States of America, without regard to its choice of law principles. The United Nations Convention for the International Sale of Goods shall not apply.
- 12.8 Third Party Rights.** Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.
- 12.9 Product Guide.** In addition to the above sections, Your use of the Software is subject to the terms and conditions of the Product Guide, which is incorporated herein by reference.

- 12.10 Order of Precedence.** In the event of conflict or inconsistency among the Product Guide, this EULA and the Order, the following order of precedence shall apply: (a) the Product Guide (b) this EULA, and (d) the Order. With respect to any inconsistency between this EULA and an Order, the terms of this EULA shall supersede and control over any conflicting or additional terms and conditions of any Order, acknowledgement or confirmation or other document issued by You, unless the parties execute a written agreement expressly indicating: (i) that such Order shall modify this EULA; or (ii) that the terms of such Order shall supersede and control in the event of any inconsistency. If Customer is an entity of the State of Ohio, in no event can such entity ever agree to: indemnify, defend or hold harmless other parties; binding arbitration; choice of law in any state other than Ohio; or accept any other contract provision contrary to Ohio law. Any other terms incorporated into this EULA are subject to these limitations.
- 12.11 Entire Agreement.** This EULA, including accepted Orders and any amendments hereto, and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof. This EULA may be amended only in writing signed by authorized representatives of both parties.
- 12.12 Contact Information.** Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America. If You have any questions concerning this EULA, please send an email to info@vmware.com.
- 12.13** The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1493

Adopted Date November 02, 2021

**AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION
SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS Business Communication Specialists will provide equipment and support per Quote AAAQ16072 for Warren County Telecom, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for equipment and support; as attached hereto and a part hereof.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A—Business Communication Specialists
Telecom (file)



QUOTE

162 Main Street, Wadsworth, OH 44281
 P: 330.335.7276 • F: 330.335.7275
 www.bcsip.com

Number AAAQ16072
Date Sep 29, 2021

Sold To	Ship To	Your Sales Rep
Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Bryon Palitto 330-335-7271 bryonp@palittoconsulting.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
1	10587 ShoreGear ST48A Switch	\$6,750.00	D40	\$4,050.00	\$4,050.00
1	95111P Mitel Enterprise Support - Prorated until anniversary date (1 Year No Phones plan)	\$0.00		\$972.00	\$972.00
1	SHIP Shipping Charges	\$0.00		\$12.00	\$12.00

Source Well Contract # (022719-MBS)

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

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

See Standard Terms and Conditions for Payment Terms

SubTotal	\$5,034.00
Tax	\$0.00
Shipping	\$0.00
Total	\$5,034.00

Signature of Acceptance

Print Name: David G. Yang

Date: 11-2-21

Signature:

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

APPROVED AS TO FORM

Keith W. Anderson
 Asst. Prosecuting Attorney



**BUSINESS
COMMUNICATION
SPECIALISTS**

**162 Main Street
Wadsworth, OH 44281**

**Phone: 330.335.7276 Fax: 330.335.7275
www.businesscommunicationspecialists.com**

Warren County Standard Terms and Conditions

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

Payment Terms

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

Rescheduling Fee

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

Warranty & Additional Notes

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

Technical Support

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

License Agreement

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

Limit of Remedy:

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1494

Adopted Date November 02, 2021

APPROVE AGREEMENT AND ADDENDUM WITH CARING FOR KIDS, INC RELATIVE TO HOME PLACEMENT AND RELATED SERVICES 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 Caring for Kids, Inc relative to home placement and related services for calendar year 2021, on behalf of Children Services as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Caring for Kids, Inc.
Children Services (file)

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 Caring for Kids, Inc., hereinafter "Provider," whose address is:

Caring for Kids, Inc.
650 Graham Rd Ste 101
Cuyahoga Falls, OH 44221

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 in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this NP Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services 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 AGREEMENTS 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 AGREEMENTS 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 **10/01/2021** through **05/31/2022**, 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, OAC 5123-17-02).

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; and
- 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. 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 Addendum 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; and
 - 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 Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential 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. ADDENDA

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. 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 Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum 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 Caring for Kids, Inc.
 650 Graham Rd Ste 101
 Cuyahoga Falls, OH 44221

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 ORC.

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 Bureau of Criminal Investigation (BCI) criminal records 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 BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
- 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. FINDINGS FOR RECOVERY

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. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same

legal force as the original.

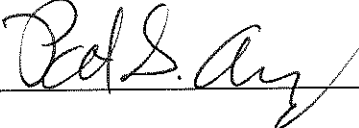
Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Addenda, 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.

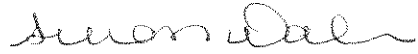
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

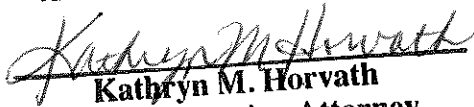
Provider: Caring for Kids, Inc.

Print Name & Title	Signature	Date
Patricia S. Ameling, Co-Executive Director		10/7/2021

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Susan Walker Director		10/21/21

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

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 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 Caring for Kids, Inc. hereinafter "Provider," whose address is:

Caring for Kids, Inc.
650 Graham Rd Ste 101
Cuyahoga Falls, OH 44221

Collectively the "Parties".

Contract ID: 19273262

Originally Dated: 10/01/2021 to 05/31/2022

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

Addenda Number 1:

Addenda Reason: Other
Addenda Begin Date: 10/01/2021
Addenda End Date:
Increased Amount:
Article Name:
Addenda 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
 Provider / ID: Caring for Kids, Inc. / 24439

Run Date: 10/01/2021
 Contract Period: 10/01/2021 - 05/31/2022

Service Description	Service ID	Person	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	Cost Begin Date	Cost End Date
Foster Care (30145)- Excpt Need	375641			\$46.00	\$46.50							10/01/2021	05/31/2022
Foster Care (30145)- FFH	377654			\$24.00	\$39.72							10/01/2021	05/31/2022
Foster Care (30145)- Spec Need	107692			\$31.00	\$43.55							10/01/2021	05/31/2022

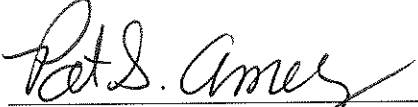
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 21-1494, dated 11-2-21, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners


Date 11-2-21



Provider Caring For Kids, Inc

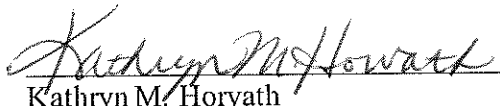
Date 10/7/2021

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

**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 THEREFORE, 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:

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

AMENDMENT #3:

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

AA. 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.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

AMENDMENT #4:

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

AFFIDAVIT OF NON COLLUSION

STATE OF _____
COUNTY OF _____

I, Patricia S. Ameling, holding the title and position of Co-Executive Director at the firm Caring For Kids, 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.

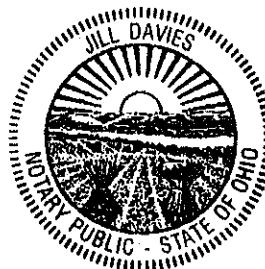
Pat S. Ameling
AFFIANT

Subscribed and sworn to before me this 7th day of October 20 21

Jill Davies
(Notary Public),

Summit County.

My commission expires Nov. 20 20 21



Jill Davies
Notary Public
In and For the State of Ohio
My Commission Expires
20 November 2021

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

**Mike DeWine
Governor**

This is to Certify that

**Caring for Kids, Inc.
650 Graham Road, Suite 101
Cuyahoga Falls, Ohio 44221-1051
Recertification – S# 000002420**

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.

Functions:

To operate or provide Independent Living arrangements

To act as a representative of ODJFS in recommending Treatment Foster Homes for certification

To act as a representative of ODJFS in recommending Pre-adoptive Infant Foster Homes for certification

To accept temporary, permanent, or legal custody of children

To place children for Foster Care or Adoption

To act as a representative of ODJFS in recommending Family Foster Homes for certification

This certificate is effective from **February 15, 2021** to **February 14, 2023**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2021

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

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

PRODUCER Wichert Insurance 5991 Chandler Court, Suite A Westerville OH 43082		CONTACT NAME: Rebecca Krucek PHONE (A/C, No, Ext): (330) 764-3537 E-MAIL ADDRESS: rebecca.krucek@wichert.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American Alternative Ins Corp	NAIC #
		INSURER B: American Family Home Ins Co	23450
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 21-22 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			99A2CP0006061-01	08/07/2021	08/07/2022	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/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			99A2CA0001140-12	08/07/2021	08/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			99A2FF0001821-00	08/07/2021	08/07/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	99A2CP0006061-01	08/07/2021	08/07/2022	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Ohio Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Abuse & Molestation			99A5PL0000128-02	08/07/2021	08/07/2022	Each Incident \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Specimen Certificate Caring for Kids, Inc. 650 Graham Rd Ste 101 Cuyahoga Falls OH 44221	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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*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1495

Adopted Date November 02, 2021

APPROVE AGREEMENT AND ADDENDUM WITH JOURNEY HOME FOSTER CARE 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 the agreement and addendum with Journey Home Foster Care, on behalf of Warren County Children Services, for calendar year 2021-2022, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Journey Home Foster Care
Children Services (file)

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 Journey Home Foster Care, hereinafter "Provider," whose address is:

Journey Home Foster Care
4040 Stone Ridge Rd
Zanesville, OH 43701

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 AGREEMENTS 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 AGREEMENTS 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 **09/01/2021** through **05/31/2022**, 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, OAC 5123-17-02).

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 Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential 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
Journey Home Foster Care
4040 Stone Ridge Rd
Zanesville, OH 43701

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 rehabilitative 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. FINDINGS FOR RECOVERY

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. COUNTERPARTS



This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

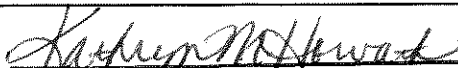
Article XXXIII. APPLICABLE LAW AND VENUE

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:		9/1/2021
Printed Name		Date
Journey Home Foster Care		
Agency:		
Printed Name		Date
Warren County Children Services	APPROVED AS TO FORM	10/2/21


Kathryn M. Horvath
Asst. Prosecuting Attorney

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

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

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

and

hereinafter "Provider," whose address is:

Provider Journey Home Foster Care		
Street/Mailing Address 4040 Stone Ridge Rd		
City Zanesville	State OH	Zip Code 43701

Contract ID : 19272762

Originally Dated :09/01/2021 to 05/31/2022

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:

09/01/2021

Amendment End Date :

Increased Amount:

Article Name:

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: 09/29/2021

Provider / ID : Journey Home Foster Care/ 19020805

Contract Period : 09/01/2021 - 05/31/2022

Service Description	Service ID	Person 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
Treatment Foster Care (30424)-FFH	6843663			\$45.00	\$42.00							\$87.00	09/01/2021	05/31/2022

**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 THEREFORE, 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:

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

AMENDMENT #3:

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

AA. 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.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

AMENDMENT #4:

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

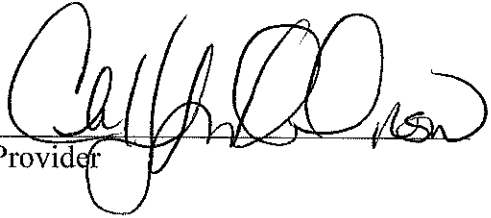
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 21-1496, dated 11-2-21, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

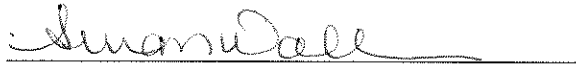
Date 11-2-21



Provider

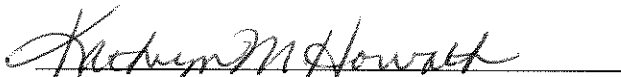
Date _____

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Guernsey

I, Charity Wheeler, holding the title and position of Executive Director at the firm Journey Home Foster Care 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:

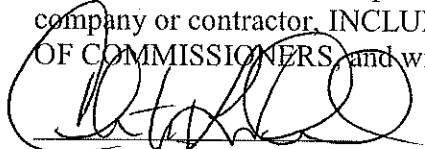
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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.


AFFIANT

Subscribed and sworn to before me this 1st day of

September 2021

Brandon Good
(Notary Public),

Guernsey County.

My commission expires May 13 20 26



Brandon Good
Notary Public, State of Ohio
My Commission Expires:
May 13, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2020

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com		
INSURED Journey Home Foster Care 785 Richey Rd #A Zanesville OH 43701	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hiscox Insurance Company Inc		10200
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			UDC-4474853-EO-20	05/01/2020	05/01/2021	Each Claim:	\$ 2,000,000
							Aggregate:	\$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

**Mike DeWine
Governor**

This is to Certify that

**Journey Home Foster Care
4040 Stone Ridge Road
Zanesville, Ohio 43701
Amendment – S# 0000002874**

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.

Functions:

To act as a representative of ODJFS in recommending Treatment Foster Homes for certification

To participate in the placement of children in Foster Homes

To participate in the placement of children for Adoption

To act as a representative of ODJFS in recommending Family Foster Homes for certification

This certificate is effective from November 15, 2020 to April 5, 2022



Resolution

Number 21-1496

Adopted Date November 02, 2021

APPROVE 10TH AMENDMENT TO THE AGREEMENT FOR ADULT AND JUVENILE INMATE HEALTHCARE SERVICES WITH CORRECTIONAL HEALTHCARE COMPANIES, LLC

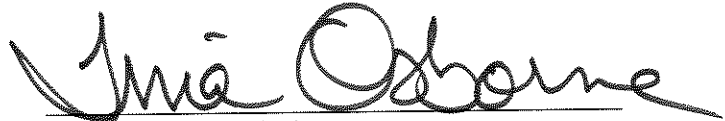
BE IT RESOLVED, to approve the amendment to the contract for Adult and Juvenile Inmate Healthcare services with Correctional Healthcare Companies, LLC (CHC) to remove the Warren County Jail from the FACILITIES and terminate CHC's healthcare services at the Warren County Jail and continue services provided at the Warren County Juvenile Justice Facility, as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Correctional Healthcare Companies, LLC
Sheriff (file)
Juvenile (file)

**TENTH AMENDMENT TO THE AGREEMENT FOR ADULT AND JUVENILE
INMATE HEALTH CARE SERVICES AT WARREN COUNTY, OHIO
(Effective October 10, 2021)**

This Tenth Amendment, effective October 10, 2021 (this "Amendment"), to the Agreement for Adult and Juvenile Inmate Health Care Services dated September 9, 2013, as amended (the "Agreement"), is by and between Correctional Healthcare Companies, LLC ("CHC") and Warren County, Ohio (the "County") (collectively, the "Parties").

WHEREAS, the Parties desire to remove the Warren County Jail from the FACILITIES and terminate CHC's health care services at the Warren County Jail, and continue services provided at the Warren County Juvenile Justice Facility.

ACCORDINGLY, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO AGREEMENT.** The Agreement shall be amended as follows:
 - a. References to the "Warren County Jail," "JAIL," and "adult" shall be struck from the Agreement.
 - b. Sections 1.1 (HEALTH ASSESSMENT), 1.12 (MENTAL HEALTH CARE), 3.4.2 (ELECTRONIC MEDICAL RECORDS), 8.0.1 (ADULT FACILITY), and 8.1.3 (ADJUSTMENT FOR ELECTRONIC MEDICAL RECORDS) shall be struck in their entirety and each amended respectively to state, "Intentionally Omitted."
 - c. The Staffing Matrix for the Warren County Jail, Ohio shall be struck from Exhibit A.
 - d. Exhibit B shall be struck in its entirety.
 - e. The title of the Agreement shall be amended to "Agreement for Juvenile Inmate Health Care Services" at Warren County, Ohio.
3. **AMENDMENT TO EXHIBIT B.** The Agreement shall be amended by striking the staffing matrix provided on page 9 of Exhibit B, Contractor's Response to RFP 17-065, and replacing it with the staffing matrix attached hereto as Exhibit B-1, Staffing Matrix, hereby incorporated by reference to the Agreement.
4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.


6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

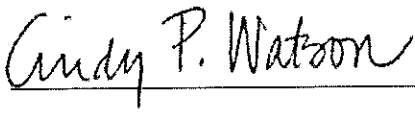
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

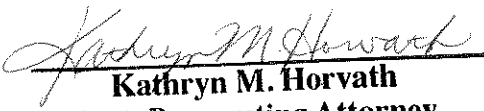
WARREN COUNTY, OHIO

CORRECTIONAL HEALTHCARE
COMPANIES, LLC

By: 
Name: David G. Young
Title: President
Date: 11-2-21

By: 
Name: Cindy Watson
Title: President, Local Government Division
Date: 10/05/2021

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1497

Adopted Date November 02, 2021

APPROVE AND ENTER INTO CONTRACT WITH FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES AND THE WARREN COUNTY SHERIFF'S OFFICE

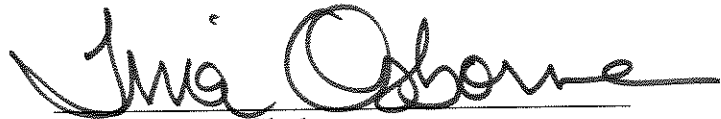
BE IT RESOLVED, to approve and enter into contract with Fishel Downey Albrecht & Riepenhoff LLP on behalf of Warren County Emergency Services and the Warren County Sheriff's Office relative to legal services associated with human resource personnel management, civil service and public sector issues, labor relations and negotiations; as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc c/a—Fishel Downey Albrecht & Riepenhoff LLP
Emergency Services (file)
Sheriff (file)
Commissioners' file



**FISHEL DOWNEY
ALBRECHT & RIEPENHOFF** LLP™
Attorneys at Law

7775 Walton Parkway
Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

CONTRACT FOR SERVICES FOR WARREN COUNTY, OHIO

THIS AGREEMENT, made this 2 day of November, 2021, by and between the Warren County Board of County Commissioners, on behalf of Warren County Sheriff's Office and Warren County Emergency Services Department, hereinafter "County," and Fishel Downey Albrecht & Riepenhoff LLP, New Albany, Ohio, hereinafter "Attorneys."

WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations, and such other and further matters that may affect or come before the County; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Fishel Downey Albrecht & Riepenhoff LLP, is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform services in assisting the County Sheriff's Office and Emergency Services Department as may be instructed by the County, including advice and services in order for the County to carry out his human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;



**FISHEL DOWNEY
ALBRECHT & RIEPENHOFF** LLP™
Attorneys at Law

7775 Walton Parkway
Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;

C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and

D. To provide any other necessary representation to the County's management personnel throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, civil service, or as otherwise directed.

ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the attorneys shall be on the basis of an hourly rate of two hundred dollars (\$200.00) for all time expended by the Attorneys on behalf of the County. This contract is not to exceed the annual total compensation of the Prosecuting Attorney. The term of the contract shall be for a period beginning January 1, 2022 and ending December 31, 2023. The Attorneys shall be compensated for all necessary and reasonable costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.



**FISHEL DOWNEY
ALBRECHT & RIEPENHOFF LLPSM**
Attorneys at Law

7775 Walton Parkway
Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed,

construed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be 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 effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement, within legal limitations.

The parties agree that subsequent to the stated ending date of this Agreement, the Agreement and its terms shall remain in effect and automatically renew for successive thirty (30) day periods unless either party cancels this Agreement through the procedures stated herein.




**FISHEL DOWNEY
ALBRECHT & RIEPENHOFF LLP™**
Attorneys at Law

7775 Walton Parkway
Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

Executed on behalf of Attorneys:

FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP:




Marc A. Fishel

10/14/21


Date

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by David G. Young, its President on the date stated below pursuant to Resolution No. _____, dated 11-2-21.

President  11-2-21
Date

APPROVED AS TO FORM:

DAVID P. FORNSHELL
WARREN COUNTY PROSECUTOR
By:



Assistant County Prosecutor

10-19-21

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Franklin

I, Marc Fishel, holding the title and position of partner at the firm FDAR*, 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.

Marc Fishel
AFFIANT

Subscribed and sworn to before me this 14th day of October 2021

Kimberly K. Hopkins
(Notary Public),

Delaware County.

My commission expires September 16 2025



KIMBERLY K HOPKINS
Notary Public
State of Ohio
My Comm. Expires
September 16, 2025

*Fishel Downey Albrecht Riepenhoff LLP

Resolution

Number 21-1498

Adopted Date November 02, 2021

ACKNOWLEDGE EXECUTION BY THE COUNTY ADMINISTRATOR OF CHANGE ORDER NO 25 TO THE GUARANTEED MAXIMUM PRICE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

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

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

WHEREAS, Granger has a presented Change Order Number 25, relative to door closer change, graphic film overage, additional data circuits, and concrete sealing; and


NOW THEREFORE BE IT RESOLVED, to acknowledge the execution of change order number 25, by the County Administrator, for an increase of \$23,714.55 to the Guaranteed Maximum Price, creating a new Guaranteed Maximum Price of \$49,729,302.12; said change order with supporting/open book pricing are attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
10/14/2021
CHANGE ORDER #: 25

TO (CONTRACTOR): Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

- DISTRIBUTION:**
- Granger Construction Company
 - Wachtel & McAnally Architects/Planners, Inc
 - OFFICE
 - FIELD
 - OTHER

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

- PCO 262 - Door Closer Color Change
- PCO 264 - Graphic Film Allowance Overage
- PCO 265 - Add 12 PDU's & Circuits per County IT Request
- PCO 266 - Area D & E Sallyport Concrete Sealer Change

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822- 00	262	Door Closer Color Change	PCO	262	\$1,431.86
1822- 00	264	Graphic Film Allowance Overage	PCO	264	\$9,273.43
1822- 00	265	Add 12 PDU's & Circuits per County Request	PCO	265	\$8,378.36
1822- 00	266	Area D & E Sallyports Concrete Sealing	PCO	266	\$4,630.90

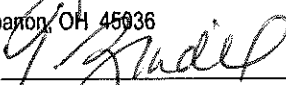
TOTAL: \$ 23,714.55

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$ 49,341,225.00
The net change by previously authorized Change Orders was	\$ 364,362.57
The Contract Sum prior to this Change Order was	\$ 49,705,587.57
The Contract Sum will be increased by this Change Order	\$ 23,714.55
The new Contract Sum will be	\$ 49,729,302.12
The Contract Time will be decreased by 0 days	

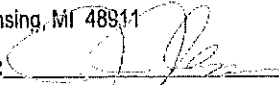
AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: 
Date: 10-28-21


ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: 
Date: 10/20/2021

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43055

By: 
Date: 10-21-21



CHANGE ORDER REQUEST

DATE: 09/07/2021
PCO#: 262

Granger Construction Company
1822- 00 - Warren County Jail

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

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

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

Default for PCO: Door Closer Color Change
Proposed Scope of Work: Door Closer Color Change

The prices below are valid until **09/15/2021**.

Funding Source for Change Order:
Granger/Megen GMP: \$1,431.86
Owner Contingency: (\$1,431.86)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Door Closer Color Change Bonds	New		0000610-00		\$8.23
2 : Door Closer Color Change Sub	New		0000620-00		\$13.71
Bond Risk					
3 : Door Closer Color Change CM	New		0000092-00		\$34.92
Fee					
4 : Door Closer Color Change	New		0000620-02		\$4.11
Insurances					
5 : Door Closer Color Change Geiger	New		0008100-00		\$1,370.89

Total: \$1,431.86

Submitted By:

Jason Woehrle

09/07/2021
Date

Approved By:

Tiffany Zindel
Warren County

Date



869 North Bend Road
Cincinnati, OH 45224
geigerconstructionproducts.com
P 513.242.5106 F 513.242.7933

Change Order Request

1 of 1

To: Granger Construction

Date: 8/19/2021

Attn: Jason Kaminski

Re: Closer Color Change
Job # 194-6712

RE: Closer Color Change

Please see the summary below to provide closers in dark bronze.

Hardware	:	\$1,192.08
Mark up @ 15% :		\$178.81
Total		\$1,370.89

Sincerely,

GEIGER CONSTRUCTION PRODUCTS, INC.

Nick Mathews
Project Manager

Quality Hardware Corp.3411 E. 10 Mile Road
Warren, MI 48091

Invoice

Phone: (800) 832-0059

Customer No.: GEICIN

Invoice No.: 119398

Bill To: GEIGER CONSTRUCTION PRODUCTS
869 NORTH BEND ROAD
CINCINNATI, OH 45224**Ship To: GEIGER CONST PRODUCTS**
869 NORTH BEND ROAD
ATTN: 194-6712 / NICK M.
CINCINNATI, OH 45224

Date		Ship Via		INVOICE DUE DATE		Terms		
08/06/21		FEDEX GROUND		09/20/21		Net 45		
Purchase Order Number			Order Date		Sales Person		Our Order Number	
194-6712			07/29/21		MJ		50540	
Quantity			Item Number		Description		Unit Price	Amount
Required	Shipped	B.O.						
6	6		each	LCN 4040-72 695	XP STD COVER-DK BRZ		16.23	97.38
6	6		each	LCN NON STOCK	4040XP-3077CNS 695 ARM		123.57	741.42
6	6		each	LCN 4040-18PA 695	XP DROP PLATE-DK BRZ		34.83	208.98
6	6		each	LCN 4040-61 695	XP BLADE STOP SPACER-DKBRZ		16.23	97.38
							Invoice subtotal	1145.16
							Freight charges	46.92
							Invoice total	1192.08

Free freight on orders over \$1000 if paid within QHC terms.

Check out our website: www.quality-hardware.com



CHANGE ORDER REQUEST

DATE: 09/13/2021
PCO#: 264

Granger Construction Company
1822- 00 - Warren County Jail

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

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

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

Default for PCO: Graphic Film Allowance Overage
Proposed Scope of Work: Graphic Film Allowance Overage

The prices below are valid until **09/20/2021**.

Funding Source for Change Order:
Granger/Megen GMP: \$9,273.43
Owner Contingency: (\$9,273.43)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Graphic Film Allowance Overage	New		0000610-00		\$53.27
Bonds					
2 : Graphic Film Allowance Overage	New		0000620-00		\$88.79
Sub Bond Risk					
3 : Graphic Film Allowance Overage	New		0000092-00		\$226.18
CM Fee					
4 : Graphic Film Allowance Overage	New		0000620-02		\$26.64
Insurances					
5 : Graphic Film Allowance Overage	New		0008100-00		\$18,584.55
Geiger					
6 : Graphic Film Allowance Overage	New		0008100-01		(\$9,706.00)
Geiger Allowance					

Total: \$9,273.43

Submitted By:

Jason Woehrle

09/13/2021
Date

Approved By:

Tiffany Zindel
Warren County

Date



869 North Bend Road
Cincinnati, OH 45224
geigerconstructionproducts.com
P 513.242.5106 F 513.242.7933

Change Order Request

1 of 1

To: Granger Construction

Date: 7/26/2021

Attn: Kyle Rosinski

Re: One Way Mirror Film
Job # 194-6712

RE: One Way Mirror Film

Please see the summary below to provide One Way Mirror Film at openings C9-21, C9-22, D9-01, D9-02, and D9-03.

One Way Mirror Film:	\$2,717.00
Mark up @ 15% :	\$408.00 \$407.55
Total	\$3,125.00 \$3,124.55

Sincerely,

GEIGER CONSTRUCTION PRODUCTS, INC.

Nick Mathews
Project Manager



PROPOSAL

Fri 7/23/2021 6:00AM

Job ID 13831 Cust #12386

Window Films

ENERGY • FADE • GLARE • SECURITY • DECORATIVE • GRAPHICS • SIGNS

60 Montgomery Road
Lebanon, OH 46212
Phone 513-829-8818
www.solarint.com
www.st.graphics

CONTRACT FOR SERVICES
Monday - Friday 8:00am - 5:00pm



Pay Online

Customer
EIGER CONSTRUCTION PRODUCTS, INC
Nick Mathews
19 NORTH BEND RD
LEBANON, OH 45224
Work: 513-242-5106
Cell: 513-609-1444
Email: nick@geigercpl.com

Proposal Total

Option 1: \$1,750.00

Option 2: \$967.00

Option 1 + 2 = \$2,717

Both options are required due to lighting in the space.

Site Warren County Jail & Sheriff's Administration 822 Memorial Drive, Lebanon, OH 45036

Option 1: One-Way Mirror 1st Surface				Option 2: In case a diffuser film is needed			
Area	# of Panels	Product	Amount	Area	# of Panels	Product	Amount
C9-21	5	One-Way Mirror 1st Surface		C9-21	5	Neutral C-35	
C9-22	5	One-Way Mirror 1st Surface		C9-22	5	Neutral C-35	
D9-01	2	One-Way Mirror 1st Surface		D9-01	2	Neutral C-35	
D9-02	4	One-Way Mirror 1st Surface		D9-02	4	Neutral C-35	
D9-03	3	One-Way Mirror 1st Surface		D9-03	3	Neutral C-35	
Section 1 Total	19		1,750.00	Section 2 Total	19		967.00
Subtotal			1,750.00	Subtotal			967.00
Total:	19		\$1,750.00	Total:	19		\$967.00

Salesperson: Jason Young - 859-743-0160
Quote good until: 8/23/2021
Payment Terms: Net 30 Days



869 North Bend Road
Cincinnati, OH 45224
geigerconstructionproducts.com
P 513.242.5106 F 513.242.7933

Change Order Request

1 of 1

To: Granger Construction

Date: 8/20/2021

Attn: Jason Kaminski

Re: Graphic Film
Job # 194-6712

RE: Graphic Film

Please see summary below for Graphic Film Cost:

Printing/Material: **\$12,000.00** Cost of film at Central Controls is \$8.92/sf for
Remaining Balance of \$12,000.00 allowance: **\$9,706.00** Material Only vs. \$22.83/sf for material plus install

Change order of \$2,294 due on top of the \$12,000 allowance for graphic film.

Sincerely,

GEIGER CONSTRUCTION PRODUCTS, INC.

Nick Mathews
Project Manager



3M Window Films

ENERGY • FADE • GLARE • SECURITY • DECORATIVE • GRAPHICS • SIGNS

5050 Montgomery Road
Cincinnati, OH 45212
Phone 513-829-8818
www.solartint.com
www.st.graphics



PROPOSAL

Fri 8/20/2021 6:00AM
Job ID 14054 Cust # 12582

CONTRACT FOR SERVICES
Monday - Friday 8:00am - 5:00pm



Customer
GEIGER CONSTRUCTION PRODUCTS, INC
Nick Mathews
869 NORTH BEND RD
CINCINNATI, OH 45224
Work: 513-242-5106
Cell: 513-609-1444
Email: nick@geigercpi.com

Proposal Total

\$12,000.00

Site **Warren County Jail 822 Memorial Drive , Lebanon, OH 45036**

Scope: Section 1 is material only

Material Only

AREA	# OF PANELS	PRODUCT	AMOUNT
a9-01	3	ST GRAPHICS	
a9-02	3	ST GRAPHICS	
a9-03	2	ST GRAPHICS	
a9-04	2	ST GRAPHICS	
a9-05	2	ST GRAPHICS	
a9-06	2	ST GRAPHICS	
a9-07	2	ST GRAPHICS	
a9-08	2	ST GRAPHICS	
a9-09	2	ST GRAPHICS	
a9-10	2	ST GRAPHICS	
a9-11	2	ST GRAPHICS	
a9-12	8	ST GRAPHICS	
a9-13	1	ST GRAPHICS	
a9-14	1	ST GRAPHICS	
B9-01	3	ST GRAPHICS	
B9-02	8	ST GRAPHICS	
B9-03	2	ST GRAPHICS	
B9-04	2	ST GRAPHICS	
B9-05	2	ST GRAPHICS	
B9-06	2	ST GRAPHICS	
B9-07	2	ST GRAPHICS	
B9-08	2	ST GRAPHICS	
B9-09	2	ST GRAPHICS	
B9-10	2	ST GRAPHICS	
B9-11	2	ST GRAPHICS	

B9-12	6	ST GRAPHICS	
B9-13	1	ST GRAPHICS	
B9-14	1	ST GRAPHICS	
C9-01	3	ST GRAPHICS	
C9-02	8	ST GRAPHICS	
C9-03	2	ST GRAPHICS	
C9-04	1	ST GRAPHICS	
C9-05	1	ST GRAPHICS	
C9-06	2	ST GRAPHICS	
C9-07	2	ST GRAPHICS	
C9-08	2	ST GRAPHICS	
C9-09	2	ST GRAPHICS	
C9-10	2	ST GRAPHICS	
C9-11	2	ST GRAPHICS	
C9-12	2	ST GRAPHICS	
C9-13	6	ST GRAPHICS	
C9-14	1	ST GRAPHICS	
C9-15	1	ST GRAPHICS	
Section 1 Total	108		12,000.00

Subtotal	12,000.00
Total:	\$12,000.00

Salesperson:	Jason Young - 859-743-0160
Quote good until:	9/20/2021
Payment Terms:	50% Deposit/Balance Due Upon Completion

Guarantee

Solar Tint is not responsible for glass breakage due to improper glass installation, existing glass damage or scoring from previous film installation. Solar Tint adheres to IWFA (International Window Film Association) standards. Standard general liability and workers comp insurance is included in the Order Total. You are responsible for the cost of any additional coverage (if required). All materials and workmanship are guaranteed to be as specified in this Contract and will be completed in a workman-like manner. You must notify your sales representative *in writing* of any changes you wish to make to the materials and work to be provided. Solar Tint must agree to the requested changes before it is obligated to make those changes. Any agreed upon change(s) that result extra time, labor or materials will result in additional charges to the Order Total, which you are responsible for. We require four feet of space in front of each window, if anything is in front of the window and not moved out of the way, Solar Tint is not responsible for any broken or damaged items. Price is based off normal wage rate and business hours 8 am to 5 pm Monday through Friday, any other wage rates or hours will be charged an additional rate.

Scratches on Glass

Solar Tint will take every precaution possible while removing the window film and/or cleaning the window, if the glass is scratched during removal and/or cleaning Solar Tint will not be held responsible. If we notice glass is scratching during the removal of the window film and/or cleaning we will notify the contact and will change the process of removal and/or cleaning that will be billed by time and material at a rate of \$65 a hour per man.

Black Opaque

We do not recommend installation of black opaque on the interior of double pane glass unless the glass is heat strengthened or tempered. Alternatives are exterior application or a white opaque.

One-Way Mirror

For a One-Way Mirror film to work in a space, the lighting needs to be 40% brighter on the outside of the room that you do not want individuals to see in. We can apply diffusers on the interior to help create a better One-Way Mirror effect but lighting is the main factor whether the application will be effective.

Custom Projects

Include two samples to be created at no charge. All samples after two will be invoiced based off time and material to create them. Standard sample size is 5"x15" but may vary on each project.

Design Time

Our graphic designers are billed at a hourly rate of \$65 per hour for creating or designing images.

Labor Only Projects

Labor only rates are based off \$65 a hour, this price will be predetermined or billed based upon the hours of preparation, travel, and labor at the site. Solar Tint will in no way be responsible for any of the material provided by others. The risk is assumed by the customer providing the material.

Glass Warranty

With insulated glass units, seal failure is the appearance of moisture in between the two pieces of glass, from failure of the seals. Window film has no effect on seal failure, seal failure occurs naturally over time in any insulated window. Thermal shock fracture is caused by an imperfection or weak spot in the edge of the glass, hidden by the framing. The standard warranty, provided by 3M with the purchase of the film, covers up to \$500 (for glass and replacement tint) per pane of glass within the specified time periods, listed below. Sixty months coverage against thermal shock fracture and 40 months coverage against seal failure, if covered by original manufacturer. To qualify for seal failure coverage, the owner must present evidence that a seal failure warranty is currently in place from the window manufacturer, the warranty must include owners name and address. All employees are trained and certified to recommend the best product, based upon the provided information of the existing windows. To apply for a window claim contact your sales representative before any replacement, all payments are through 3M, not through Solar Tint.

Cancellation of Contract

You may cancel this Contract at any time prior to midnight of the third business day after the date of this transaction (Saturday is a business day. Sunday and federal holidays are not). See the attached notice of cancellation form for an explanation of this right. The terms of that notice of cancellation are incorporated into this Contract by reference. Even if you cancel this Contract, you are still responsible for paying any restock fee and/or any reasonable expense incurred by Solar Tint prior to cancellation.

Unpaid Invoice / Collection

You are responsible for paying for the Order Total as provided in the Payment Terms. If any balance is not paid upon the completion of the work, you will be charged interest at a rate of two percent per month on any past due invoice. If it becomes necessary for Solar Tint to file suit to recover any unpaid balance and interest accrued due to your refusal (as we may reasonably infer) to pay any unpaid balance, you are responsible for any costs and reasonable attorney & court fees incurred by Solar Tint in filing suit. Additionally, you are responsible for paying any post-judgment interest at the **maximum** rate allowed by state law (as dictated by the state where this Contract is to be performed).

Waiver of Jury Trial / Agreement to Arbitrate

Except for any unpaid invoice or collection of unpaid invoices by Solar Tint, all disputes concerning this Contract for Services shall be submitted to binding arbitration. **If, for any reason, any claim is not disposed of through binding arbitration, then both parties irrevocably waive their right to trial by jury.**

Severability

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability all other terms hereof shall remain in full force and effect and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Acceptance of Proposal / Authorization to Work

By electronically signing this Contract for Services, you agree to be bound by its terms. This Contract for Services will be effective from the date that it is signed, dated, and submitted by you.



869 North Bend Road
Cincinnati, OH 45224
geigerconstructionproducts.com
P 513.242.5106 F 513.242.7933

Change Order Request

1 of 1

To: Granger Construction

Date: 9/8/2021

Attn: Jason Kaminski

Re: Graphic Film Design
Job # 194-6712

RE: Graphic Film Design

Total cost for design work to be \$3,460.00. Includes custom image design to match architect's design images.

Sincerely,

GEIGER CONSTRUCTION PRODUCTS, INC.

Nick Mathews
Project Manager

Notice of Cancellation

Date of transaction: _____

To be mailed/delivered to: _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to Solar Tint at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Solar Tint regarding the return shipment of the goods at the Solar Tint 's expense and risk.

If you do make the goods available to the Solar Tint and the Solar Tint does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Solar Tint, or if you agree to return the goods to the Solar Tint and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to your sales representative at the address provided in the Contract.

I HEREBY CANCEL THIS TRANSACTION.

/s/ _____

Name: _____

Address: _____

Date: _____

Acceptance of Proposal /Authorization to Work:

The above prices, specifications, terms and conditions are satisfactory to me and are hereby accepted. My signature authorizes you to do the work.

Date

Customer Signature

E-Sign

Authorized Dealer Signature



CHANGE ORDER REQUEST

DATE: 09/13/2021
PCO#: 265

Granger Construction Company
1822- 00 - Warren County Jail

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

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

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

Default for PCO: Add 12 PDU's & Circuits per County Request
Proposed Scope of Work: Add 12 PDU's & Circuits per County Request

The prices below are valid until **09/20/2021**.

Funding Source for Change Order:
Granger/Megen GMP: \$8,378.36
Owner Contingency: (\$8,378.36)

PCO Item	Status	Change (In Days)	Contract Line	Notes	Amount
1 : Add 12 PDU's & Circuits per County Request Bonds	New		0000610-00		\$48.13
2 : Add 12 PDU's & Circuits per County Request Sub Bond Risk	New		0000620-00		\$80.22
3 : Add 12 PDU's & Circuits per County Request CM Fee	New		0000092-00		\$204.35
4 : Add 12 PDU's & Circuits per County Request Insurances	New		0000620-02		\$24.06
5 : Add 12 PDU's & Circuits per County Request LEE	New		0016000-00		\$8,021.60

Total: \$8,378.36

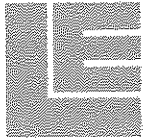
Submitted By:

Approved By:

09/13/2021
Date

Tiffany Zindel
Warren County

Date



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

8/28/21

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.:TBD

Re :ADD 12 PDU'S AND CIRCUITS FOR EACH

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$8,021.60

Bond

CO Net: \$8,021.60

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

Project Manager

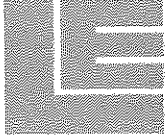
CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail
 Name Lebanon, OH
 County Montgomery
 Subcontractor Name and Address
LAKE ERIE ELECTRIC, INC.
360 INDUSTRIAL DRIVE
FRANKLIN, OH 45005

Contractor's
 Contract No. 1822-000121
 Project No. _____ Phase _____ Contr. No. _____
 Change Order No. TBD for Changes
 I.D. No. _____ Phase _____ Contr. No. _____
 Type of Contract ELECTRICAL

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
Personnel Classification	Regular Rate			
Journeyman	50.00 hours x 32.00 /hour	/hour	=	<u>1,600.00</u>
Foreman	4.00 hours x 35.00 /hour	/hour	=	<u>140.00</u>
Gen Fore	_____ hours x 38.40 /hour	/hour	=	_____
PM	_____ hours x 80.00 /hour	/hour	=	_____
				Total (B) \$ <u>1,740.00</u>
B. Fringes - GC 7.7.2.3				
Journeyman	50.00 hours x 21.14 /hour	/hour	=	<u>1,057.00</u>
Foreman	4.00 hours x 21.30 /hour	/hour	=	<u>85.20</u>
Gen Fore	_____ hours x 21.46 /hour	/hour	=	_____
PM	_____ hours x _____ /hour	/hour	=	_____
				Total (C) \$ <u>1,142.20</u>
C. Allowable Payroll Expenses - GC 7.7.2.4				
Journeyman	50.00 hours x 7.23 /hour	/hour	=	<u>361.50</u>
Foreman	4.00 hours x 7.96 /hour	/hour	=	<u>31.84</u>
Gen Fore	_____ hours x 8.68 /hour	/hour	=	_____
PM	_____ hours x _____ /hour	/hour	=	_____
				Total (D) \$ <u>393.34</u>
D. Equipment Rental (attach itemized quotes / invoices)				Total (D) \$ _____
E. Administrative and Processing fees				Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)				Total (F) \$ _____
G. Material (attach itemized supporting documentation)				Total (G) \$ <u>1,686.65</u>
Sub Total				\$ <u>4,962.19</u>
H. Contractor Overhead and Profit GC 7.7.2.10 x 15.00%				Total (H) \$ <u>744.33</u>
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1				Total (I) \$ <u>2,204.84</u>
J. Subcontractor Tier Markup x 5.00%				Total (J) \$ <u>110.24</u>
K. Miscellaneous - GC 7.7.2.12				
1. Premium portion (labor and fringes) only for approved overtime				Total (K) \$ _____
- attach itemized supporting documentation ²				
Grand Total (Sub Total + H + I + J + K)				\$ <u>8,021.60</u>

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates
 2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF	\$ 1,686.65
STRUCTURED	\$ 2,204.84

NET MATERIAL TOTAL \$ 3,891.49

	Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1	3/4" CONDUIT - EMT	200	C	262.50	5.50	C	11.00
2	3/4" COUPLING SS STL - EMT	20	C	12.96	0.00	C	0.00
3	3/4" CONN SS STL INSUL - EMT	8	C	2.33	15.00	C	0.90
4	3/4" 1-H STRAP - EMT - STEEL	25	C	6.46	8.10	C	2.02
5	#12 THHN BLACK	1,100	M	231.00	7.73	M	8.50
6	WIRE CONN RED	36	C	6.66	9.00	C	3.24
7	4x 1 1/2" SQ BOX COMB KO	15	C	13.57	34.50	C	5.17
8	4" SQ BLANK COVER	3	C	1.16	3.75	C	0.11
9	4" SQ 1x DUPLEX RECPT COVER	12	E	63.00	3.75	C	0.45
10	GROUND SCREW W/INSUL #12 LEAD	12	C	4.94	4.50	C	0.54
11	#8 TO #10x 7/8 PLAS ANCHOR (3/16)	55	C	3.88	9.00	C	4.95
12	#10x 1 P/H SELF-TAP SCREW	55	C	3.17	4.50	C	2.48
13	20A 125V DUP REC - IVY (SG)	12	C	60.98	30.00	C	3.60
14	20A 1P BREAKER BOLT-ON	12	E	611.40	0.23	E	2.76
15	#12 WIRE POWER TERM	24	E	8.88	0.14	E	3.36
16	2" DIAM CORE 6" THICK WALL	5	E	393.75	1.00	E	5.00
	Totals	1,592		1,686.65			54.09

Presented By:



**UC Starbucks Locations Cabinets
Install - 56266**

Structured Technology
2611 Crescent Springs Rd.
Crescent Springs KY 41017
859-727-6320

SCOPE OF WORK

Warren County Jail - PDU Request -56277

Structured Technology will provide labor & materials for the following;

(12) PDU's - per customer request- labor to install.
(Power Strip, 1U, Basic, 15A, 120V, Horizontal, (8) 5-15R, Thermal Breaker, No Surge, 5-15P, 10ft Input Cord, Removable 19/23in Mounting Brackets).

Project Notes:

1. ALL WORK TO BE COMPLETED DURING NORMAL BUSINESS HOURS (7AM TO 4PM), IF WORK NEEDS TO BE COMPLETED DURING OFF HOURS THERE WILL BE A SHIFT DIFFERENTIAL ADDED
 2. PRICING GOOD FOR 30 DAYS FROM RECEIPT /BID DAY.
- QUOTE PROVIDED BY: KASEY FLOWER
PLUS TAX AND FREIGHT IF APPLICABLE

Unassigned	Total:	\$2,204.84
Project Subtotal:		\$2,204.84

Project Summary

Total Installation Price:	\$2,204.84
Grand Total:	\$2,204.84



CHANGE ORDER REQUEST

DATE: 09/27/2021

PCO#: 266

Granger Construction Company
1822- 00 - Warren County Jail

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

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

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

Default for PCO: Area D & E Sallyports Concrete Sealing
Proposed Scope of Work: Area D & E Sallyports Concrete Sealing

The prices below are valid until **09/20/2021**.

Funding Source for Change Order:
Granger/Megen GMP: \$4,630.90
Owner Contingency: (\$4,630.90)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Area D & E Sallyports Concrete Sealing Bonds	New		0000610-00		\$26.60
2 : Area D & E Sallyports Concrete Sealing Sub Bond Risk	New		0000620-00		\$44.34
3 : Area D & E Sallyports Concrete Sealing CM Fee	New		0000092-00		\$112.95
4 : Area D & E Sallyports Concrete Sealing Insurances	New		0000620-02		\$13.30
5 : Area D & E Sallyports Concrete Sealing W.F. Bolin	New		0009900-00		\$4,433.71

Total: \$4,630.90

Submitted By:

Approved By:

09/27/2021
Date


Tiffany Zindel
Warren County

Date

WfB BOLIN COMPANY

INDUSTRIAL & COMMERCIAL PAINTING CONTRACTORS

4100 Fisher ROAD COLUMBUS, OHIO 43228
614-276-6397 FAX 276-2490
wfbolinpainting@yahoo.com

Proposal Submitted To:	Phone: Fax:	Date: 9/24/21
Name: Granger Construction Co.	Job Name: Franklin County Corrections Center	
Attn: Jason Kaminski	Street:	
Street:	City & State:	
City & State:	Bid Date:	
We hereby submit specifications and estimates for painting:		
Credit to delete concrete floor sealer in Sallyport, Vehicle Processing, and Shipping/Receiving rooms.		
Labor:		
35 Hours @ \$68.83	= \$2,409.05	
Material:		
11 Gallons @ \$80.78	= \$888.58	
Total Credit \$3,297.63		
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.		
		 _____ Authorized Signature
Acceptance of Proposal		
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		
_____ Authorized Signature		_____ Date

AN EQUAL OPPORTUNITY EMPLOYER

Zindel, Tiffany M.

From: Jason Kaminski <jkaminski@megenconstruction.com>
Sent: Wednesday, October 27, 2021 11:05 AM
To: Zindel, Tiffany M.; Russell, Martin T.; Hearn, Trevor
Cc: Jason Woehrle; Rick Smith; Garry McAnally; Kent Staker
Subject: Warren County Owner Change Order 25
Attachments: OCO #25 Signed by Granger Arch.pdf

Hi Tiffany & Martin,

Please see attached owner change order 25 attached. This owner change order incorporates the following changes:

- 1) PCO 262 Door Closer Color Change – This PCO incorporates changing the door closers in storefront doors to match the color of the storefront frame in lieu of a different color. We were unable to return the original specified closers and they will be supplied with the attic stock.
- 2) PCO 264 Graphic Film Allowance Overage – This PCO incorporates all graphic film areas, including the additional film requested for the shift sargent's office, shift lieutenant's office, kitchen, staff breakroom, and all central control rooms. This DOES NOT include the forthcoming change to add graphic film in the booking area as that was not priced at the time of assembling costs and design for those windows was not yet received.
- 3) Add 12 PDU's & circuits to server rooms – This PCO incorporates adding additional emergency circuits and PDU's to server room cabinets per Warren County IT request.
- 4) Area D & E Sallyport Concrete Sealing – This PCO incorporates the change from the original specified product to the product Trevor sent to us. The credit back for the original product is included in the pricing.

Please review and let us know if you have any questions. I can set up a Microsoft Teams Meeting if needed to discuss this OCO as we have done previously, but would need days and times you are available. Please return the OCO signed if we are approved to proceed. Thank you!

Thanks,

Jason Kaminski
Senior Project Manager
Megen Construction Company, Inc.
Celebrating 25 years of Delivering Encore Construction Experiences



11130 Ashburn Road, Cincinnati, Ohio 45240
Office: 513.742.9191 Mobile: 513.375.4047
www.megenconstruction.com

Resolution

Number 21-1499

Adopted Date November 02, 2021

ACCEPT A TEMPORARY EASEMENT WITH DEERFIELD TRAILS INC., FOR THE KING AVENUE BRIDGE IMPROVEMENT PROJECT

WHEREAS, in order to improve the public safety of King Avenue Bridge, it is necessary to enter onto property, which is owned by Deerfield Trails, Inc.; and

WHEREAS, the land for the Temporary Easement required for the King Avenue Bridge Improvement Project is as follows:

Temporary Easement Parcel 14-T - 0.029 acres

WHEREAS, the negotiated temporary easement is a gift/donation from Deerfield Trails Inc.; and

NOW THEREFORE BE IT RESOLVED, to accept a Temporary Easement with Deerfield Trails, Inc., for the King Avenue Bridge Improvement Project, a copy of which is attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Deerfield Trails, Inc
Engineer (file)

LPA RE 807-D
Rev. 10/2017

TED
LPA

TEMPORARY EASEMENT

Deerfield Trails Inc., an Ohio not-for-profit corporation, the Grantor, as a GIFT/DONATION, does grant to the Warren County Board of County Commissioners, the Grantee, the temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL: 014-T

WAR-CR282-0.97/PID 106724

SEE EXHIBIT A ATTACHED

Warren County Current Tax Parcel No. 16-12-200-026
Prior Instrument Reference: Official Record Book 5222, Page 245, Warren County Recorder's Office

To have and to hold the temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement granted to the Grantee is Twenty-Four (24) months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Deerfield Trails Inc. has caused its name to be subscribed by Benjamin J. Yoder, its duly authorized President, and its duly authorized agent on the 22nd day of October, 2021.

DEERFIELD TRAILS INC.

BY: Ben Yoder
Benjamin J. Yoder, President

STATE OF OHIO, COUNTY OF WARREN SS:

BE IT REMEMBERED, that on the 22nd day of October, 2021, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Benjamin J. Yoder, who acknowledged being the President and duly authorized agent of Deerfield Trails Inc. and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Benjamin J. Yoder with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



DEBORAH LAMERS
Notary Public, State of Ohio
My Commission Expires August 12, 2025

Deborah Lamers
NOTARY PUBLIC
My Commission expires: 8/12/25

Prepared by Warren County, Ohio

EXHIBIT A

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver. Date 10/21/20

PID 106724

**PARCEL 14-T
WAR-CR 282-0.97
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
MINOR GRADING
FOR 24 MONTHS FROM DATE OF ENTRY BY THE
WARREN COUNTY ENGINEER'S OFFICE, WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Township of Deerfield, located in Section 12, Township 4, Range 2, and being part of the 2.3363 acre tract conveyed to Deerfield Trails Inc., by deed of record in Official Record 5222, Page 245, (of which was previously part of the original 917.869 acre tract conveyed to Taft Broadcasting by deed of record in Deed Book 415, Page 531) records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at a point in the existing northeasterly right-of-way line of King Avenue, at the intersection of the common line of said 2.3363 acre tract and the 61.1537 acre tract conveyed to the Board of Township Trustees of Deerfield Township, Ohio, by deed of record in Official Record 2400, Page 153, being 205.56 feet left of King Avenue Centerline of Construction station 104+06.13;

Thence North 46 deg. 21 min. 38 sec. East, a distance of 47.36 feet along the common line of said 2.3363 and 61.1537 acre tracts to a point, being 250.00 feet left of King Avenue Centerline of Construction station 104+16.27;

Thence South 51 deg. 17 min. 09 sec. East, a distance of 30.70 feet across said 2.3363 acre tract and said original 917.869 acre tract, to a point in the northwesterly line of the original 34.624 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, being 244.45 feet left of King Avenue Centerline of Construction station 104+34.36;

EXHIBIT A

LPA RX 887 T

Page 2 of 2

Rev. 07/09

Thence South 46 deg. 26 min. 25 sec. West, a distance of 39.73 feet along the northwesterly line of said original 34.624 acre tract to a point in the existing northeasterly right-of-way line of King Avenue, being 206.52 feet left of King Avenue Centerline of Construction station 104+27.02;

Thence the following two (2) courses and distances along the existing northeasterly right-of-way line of King Avenue;

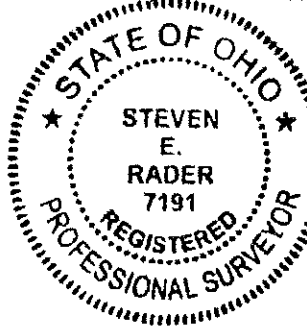
1. Thence North 53 deg. 36 min. 10 sec. West, a distance of 22.45 feet to an angle point, being 210.00 feet left of King Avenue Centerline of Construction station 104+12.83;
2. Thence North 87 deg. 07 min. 56 sec. West, a distance of 11.38 feet to the **Point of True Beginning** of the herein described parcel, containing 0.029 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. 153, Plat 3R, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 5222, Page 245, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader
Registered Surveyor No. 7191

10/21/20
Date

Resolution

Number 21-1500

Adopted Date November 02, 2021

ENTER INTO A TEMPORARY EASEMENT AGREEMENT WITH STATE OF OHIO,
DEPARTMENT OF NATURAL RESOURCES, FOR THE KING AVENUE BRIDGE
IMPROVEMENT PROJECT

WHEREAS, in order to improve the public safety of King Avenue Bridge, it is necessary to enter onto property, which is owned by State of Ohio, Department of Natural Resources; and

WHEREAS, the land for the Temporary Easement required for the King Avenue Bridge Improvement Project is as follows:

Little Miami Trail State Park and Little Miami Deerfield Gorge Scenic River

Pt of 16-12-452-004/16-WD, 16-T1, 16-T2, 16-T3

Pt of 16-12-452-001/22-WD, 22-S, 22-T

Pt of 16-12-502-001/24-WD, 24-T1

Pt of 16-12-502-002/24-WD, 24-T2

Pt of 16-12-400-010/25-WD1, 25-T

Pt of 16-12-400-009/25-WD2

Pt of the Little Miami River/17-QC, 17-T

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Easement agreement with State of Ohio, Department of Natural Resources, for the King Avenue Bridge Improvement Project, a copy of which is attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – State of Ohio, Department of Natural Resources
Engineer (file)

TEMPORARY EASEMENT

State of Ohio, Department of Natural Resources, the Grantor, for good and valuable consideration does grant to the Warren County Board of County Commissioners, the Grantee, a temporary easement(s) to exclusively occupy and use for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road, public bridge and relocation of a portion of public trail on the following described real estate, as further described in Exhibit A.

LITTLE MIAMI TRAIL STATE PARK
LITTLE MIAMI DEERFIELD GORGE SCENIC RIVER
WARREN COUNTY TAX PARCELS:

16-12-452-004/16-WD, 16-T1, 16-T2, 16-T3/VOLUME 503 PAGE 789
16-12-452-001/22-WD, 22-S, 22-T/VOLUME 394 PAGE 325
16-12-502-001/24-WD, 24-T1/VOLUME 31 PAGE 913
16-12-502-002/24-WD, 24-T2/VOLUME 31 PAGE 913
16-12-400-010/25-WD1, 25-T/VOLUME 269 PAGE 464
16-12-400-009/25-WD2/VOLUME 248 PAGE 740
Little Miami River/17-QC, 17-T/VOLUME 503 PAGE 789
VOLUME 394 PAGE 325

To have and to hold the temporary easements, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easements granted to the Grantee is 24 months immediately following the date on which the work described above is first commenced by the Grantee or its duly authorized employees, agents, and contractors.

The temporary easements interest granted is being acquired by the Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road, public bridge and relocation of a portion of the public trail.

Grantee agrees to adhere to the restoration requirements set forth on the attached Exhibit B.

Grantee agrees to bear all costs associated with construction and maintenance of the public road, public bridge and the relocation of a portion of the public trail.

Grantee shall acquire all local, state and federal permits required for the use of this temporary easement.

Grantee agrees to construct, maintain and operate the equipment in a good and responsible manner for the purpose for which it is intended. Grantor shall have no responsibility for the construction or maintenance of the bridge and road or for the construction of the trail relocation. Grantee shall occupy and use the property subject to this temporary easement at its own risk and expense.

Each party, as an agency of the State of Ohio/political subdivision, is prohibited from indemnifying the other. Both parties are self-insured and both agree to be responsible for any negligent acts or omissions by or through itself or its agents and employees. Each party agrees to defend itself and themselves, and to pay any judgments and costs arising out of such negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. Nothing herein shall impute or transfer any such responsibility from one party to the other party.

Grantee recognizes that portions of the affected land are protected by the LWCF Act of 1965 (Section 6, Land and Water Conservation Fund Act of 1965, as amended; Public Law 88-578; 16 U.S.C. 4601-4 et seq.) and agrees to be responsible for all costs associated with the acquisition of necessary replacement property as identified by the National Park Service.

Obligations of the State of Ohio are subject to the provisions of Section 126.07 of the Ohio Revised Code.

In Witness Whereof, State of Ohio, Department of Natural Resources, has hereunto set its hand.

GRANTOR:
STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES

Glen Cobb, Chief
Division of Parks & Watercraft
Designee for Mary Mertz, Director

STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a notary public in and for said County and State, personally appeared the above-named Mary Mertz, on behalf of the Ohio Department of Natural Resources, who acknowledges that she did sign the foregoing instrument, and that the same is her free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2021. The oath or affirmation was administered to the signer by the undersigned with regard to the notarial act in compliance with R.C. 147.542 (D)(2).

Notary
My Commission Expires: _____

(Signatures continue on following page)

APPROVED AS TO FORM:
DAVE YOST, Ohio Attorney General

By: _____

Date: _____

GRANTEE:

In Execution Whereof, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G. Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 21-1500, dated 11-2-21.

Warren County Board of County Commissioners

Signature: [Signature]

Printed Name: David G. Young

Title: President

Date: 11-2-21

STATE OF OHIO
COUNTY OF WARREN

Be It Remembered, that on this 2 day of November, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G. Young, whose title is President or Vice-President of the Warren County Board of County Commissioners, the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. The oath or affirmation was administrated to the signer by the undersigned with regard to the notarial act in compliance with R.C. 147.542 (D)(2).

Krystal Lynn Powell
Notary

My Commission Expires: July 15, 2026

APPROVED AS TO FORM:
DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

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

520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834388
My Commission Expires July 15, 2026

EXHIBIT A

**PARCEL 16-T1
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Deerfield Township, Village of South Lebanon located in Section 12, Township 4, Range 2, and being part of the original 34.624 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a point in the existing centerline of King Avenue, being the northwesterly line of said original 34.624 acre tract, at a northerly corner of the 0.309 acre tract conveyed to the Warren County Commissioners by deed of record in Official Record 394, Page 327, being 31.83 feet left of King Avenue Centerline of Construction station 103+74.42;

Thence North 51 deg. 56 min. 48 sec. East, a distance of 57.74 feet along the existing centerline of King Avenue and the northwesterly line of said original 34.624 acre tract to a railroad spike set, being 82.05 feet left of King Avenue Centerline of Construction station 103+99.15;

Thence South 84 deg. 08 min. 50 sec. East, a distance of 43.26 feet across said original 34.624 acre tract to an iron pin set at the intersection of the existing southeasterly right-of-way line of King Avenue with the new the northeasterly right-of-way line of King Avenue, being

97.50 feet left of King Avenue Centerline of Construction station 104+31.68; said iron pin being the **Point of True Beginning** of the herein described parcel

Thence the following two (2) courses and distances along the existing southeasterly and southwesterly right-of-way lines of King Avenue, and across said original 34.624 acre tract;

1. Thence North 51 deg. 56 min. 48 sec. East, a distance of 111.30 feet to a point being 201.82 feet left of King Avenue Centerline of Construction station 104+59.45;
2. Thence North 53 deg. 36 min. 10 sec. West, a distance of 50.54 feet to a point in the northwesterly line of said original 34.624 acre tract, being 206.52 feet left of King Avenue Centerline of Construction station 104+27.02;

Thence North 46 deg. 26 min. 25 sec. East, a distance of 39.73 feet along the northwesterly line of said original 34.624 acre tract, to a point being 244.45 feet left of King Avenue Centerline of Construction station 104+34.36;

Thence the following two (2) courses and distances across said original 34.624 acre tract;

1. Thence South 51 deg. 17 min. 09 sec. East, a distance of 50.00 feet to a point being 238.62 feet left of King Avenue Centerline of Construction station 104+64.41;
2. Thence South 37 deg. 01 min. 48 sec. West, a distance of 123.79 feet to an iron pin set in the new northeasterly right-of-way line of King Avenue, being 115.00 feet left of King Avenue Centerline of Construction station 104+60.00;

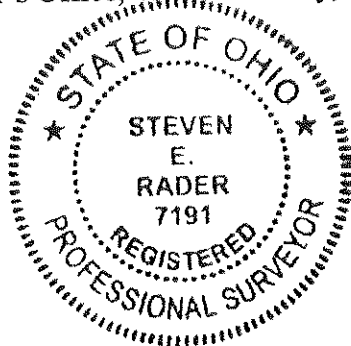
Thence North 84 deg. 08 min. 50 sec. West, a distance of 40.43 feet along the new northeasterly right-of-way line, and across said original 34.624 acre tract, to the **Point of True Beginning** of the herein described parcel, containing 0.088 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol.____, Plat____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Deed Book 503, Page 789 of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

EXHIBIT A

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PID	106724
PARCEL	16-T2
PROJECT	CR 282
Version Date	10/11/2

**PARCEL 16-T2
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Deerfield Township, Village of South Lebanon located in Section 12, Township 4, Range 2, and being part of the original 34.624 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a point in the existing centerline of King Avenue, being the westerly line of said original 34.624 acre tract, at the southwesterly corner of the 0.309 acre tract conveyed to the Warren County Commissioners by deed of record in Official Record 394, Page 327; said point being 186.43 feet right of King Avenue Centerline of Construction station 104+16.77;

Thence North 72 deg. 04 min. 03 sec. East, a distance of 30.00 feet across said original 34.624 acre tract to an iron pin set in the existing easterly right-of-way line of King Avenue, being 164.15 feet right of King Avenue Centerline of Construction station 104+55.06; said point being the **Point of True Beginning** of the herein described parcel;

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Thence North 14 deg. 34 min. 35 sec. East, a distance of 77.01 feet along the existing easterly right-of-way line of King Avenue and the easterly line of said 0.309 acre tract to an iron pin set in the new southwesterly right-of-way line of King Avenue, being 90.00 feet right of King Avenue Centerline of Construction station 104+23.01;

Thence South 55 deg. 05 min. 41 sec. East, a distance of 146.17 feet along the new southwesterly right-of-way line of King Avenue, and across said original 34.624 acre tract to a point, being 70.23 feet right of King Avenue Centerline of Construction station 106+10.00;

Thence the following seven (7) courses and distances across said original 34.624 acre tract;

1. Thence South 64 deg. 38 min. 05 sec. West, a distance of 50.32 feet to a point, being 120.00 feet right of King Avenue Centerline of Construction station 106+00.00;
2. Thence South 77 deg. 27 min. 31 sec. West, a distance of 44.99 feet to a point, being 161.00 feet right of King Avenue Centerline of Construction station 105+70.00;
3. Thence South 17 deg. 55 min. 57 sec. East, a distance of 81.10 feet to a point, being 177.61 feet right of King Avenue Centerline of Construction station 106+90.00;
4. Thence South 69 deg. 51 min. 34 sec. East, a distance of 30.84 feet to a point, being 156.00 feet right of King Avenue Centerline of Construction station 107+12.00;
5. Thence North 70 deg. 09 min. 33 sec. East, a distance of 31.14 feet to a point, being 125.00 feet right of King Avenue Centerline of Construction station 107+15.00;
6. Thence North 14 deg. 03 min. 31 sec. West, a distance of 45.89 feet to a point, being 116.00 feet right of King Avenue Centerline of Construction station 106+70.00;

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7. Thence North 75 deg. 46 min. 28 sec. East, a distance of 67.27 feet to a point in the new southwesterly right-of-way line of King Avenue, being 50.00 feet right of King Avenue Centerline of Construction station 106+83.00;

Thence South 25 deg. 22 min. 07 sec. East, a distance of 133.59 feet along the new southwesterly right-of-way line of King Avenue and across said original 34.624 acre tract to a point in the northerly high water mark of the Little Miami River and a southeasterly line of said original 34.624 acre tract, being 50.00 feet right of King Avenue Centerline of Construction station 108+16.59;

Thence the following three (3) courses and distances along the northerly high water mark of the Little Miami River, and its meanders thereof, and a southeasterly line of said original 34.624 acre tract;

1. Thence South 72 deg. 16 min. 17 sec. West, a distance of 60.29 feet to a point, being 109.76 feet right of King Avenue Centerline of Construction station 108+08.57;
2. Thence South 61 deg. 51 min. 50 sec. West, a distance of 83.96 feet to a point, being 193.62 feet right of King Avenue Centerline of Construction station 108+12.62;
3. Thence South 61 deg. 51 min. 50 sec. West, a distance of 35.56 feet to a point in the existing easterly right-of-way line of King Avenue, being 229.14 feet right of King Avenue Centerline of Construction station 108+14.34;

Thence North 17 deg. 55 min. 57 sec. West, a distance of 264.89 feet along the existing easterly right-of-way line of King Avenue, to the **Point of True Beginning** of the herein described parcel, containing 0.751 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

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Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol.____, Plat____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Deed Book 503, Page 789, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

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PARCEL	16-T3
PROJECT	CR 282
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**PARCEL 16-T3
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Deerfield Township, Village of South Lebanon located in Section 12, Township 4, Range 2, and being part of the original 34.624 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at an iron pin set in the new northeasterly right-of-way line of King Avenue, at the intersection of a northerly high water mark of the Little Miami River, being the southeasterly line of said original 34.624 acre tract, and being 50.00 feet left of King Avenue Centerline of Construction station 108+30.00;

Thence North 25 deg. 22 min. 07 sec. West, a distance of 170.26 feet along the new northeasterly right-of-way line of King Avenue, and across said original 34.624 acre tract to an iron pin set, being 50.00 feet left of King Avenue Centerline of Construction station 106+59.74;

Thence North 64 deg. 37 min. 53 sec. East, a distance of 50.00 feet along the new northeasterly right-of-way line of King Avenue, and across said original 34.624 acre tract to an iron pin set, being 100.00 feet left of King Avenue Centerline of Construction station 106+59.74;

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Thence South 20 deg. 18 min. 23 sec. East, a distance of 170.00 feet, across said original 34.624 acre tract, to a point in the northerly high water mark of the Little Miami River, and the southeasterly line of said original 34.624 acre tract, being 85.00 feet left of King Avenue Centerline of Construction station 108+29.08;

Thence South 63 deg. 07 min. 13 sec. West, a distance of 35.01 feet along the northerly high water mark of the Little Miami River, and its meanders thereof, and the southeasterly line of said original 34.624 acre tract to the **Point of True Beginning** of the herein described parcel, containing 0.166 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Deed Book 503, Page 789, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

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PID	106724
PARCEL	16-WD
PROJECT	CR 282
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**PARCEL 16-WD
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Township of Deerfield and Village of South Lebanon located in Section 12, Township 4, Range 2, and being part of the original 34.624 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left and right sides of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 5/8" iron pin found with "S-7450" cap, at the southeasterly corner of Lot 40 (Open Space) of the King's Meadows subdivision of record in Plat Book 78, Page 9, being a westerly corner of the original 65.283 acre tract conveyed to the Board of Township Trustees of Deerfield Township, Ohio, by deed of record in Official Record 2400, Page 153; said iron pin being 498.15 feet left of King Avenue Centerline of Construction station 104+15.13;

Thence South 87 deg. 03 min. 13 sec. West, a distance of 147.12 feet along the southerly line of said Lot 40, and a northerly line of said original 65.283 acre tract, to a point at the northeasterly corner of the 5.002 acre tract conveyed to the Board of Township Trustees of Deerfield Township, Ohio, by deed of record in Official Record 2400, Page 153, being 435.55 feet left of King Avenue Centerline of Construction station 103+56.19;

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Thence South 23 deg. 45 min. 00 sec. West, a distance of 362.64 feet (passing an iron pin found with "S-7450" cap, at a distance of 300.99 feet) along the common line of said original 65.283 and 5.002 acre tracts to a point in the existing centerline of right-of-way of King Avenue (as delineated upon said WAR-CR 282-0.97 Right-of-Way plan), being the northerly line of the 22.2315 acre tract conveyed to Little Miami, Inc., by deed of record in Official Record 1727, Page 710, at a common corner of said original 65.283 and 5.002 acre tracts, being 76.72 feet left of King Avenue Centerline of Construction station 103+23.88;

Thence the following two (2) courses and distances along said existing centerline of right-of-way of King Avenue and the common line of said 5.002 and 22.2315 acre tracts;

1. Thence South 52 deg. 40 min. 25 sec. West, a distance of 21.43 feet to a railroad spike set, being 60.55 feet left of King Avenue Centerline of Construction station 103+12.02;
2. Thence South 75 deg. 53 min. 17 sec. West, a distance of 77.21 feet to a point being 34.23 feet left of King Avenue Centerline of Construction station 102+47.57

Thence South 17 deg. 55 min. 57 sec. East, a distance of 79.62 feet (passing a 5/8" iron pin found, being 2.21 feet westerly of line, at a distance of 78.84 feet) across said 22.2315 acre tract, to a point in the existing northerly right-of-way line of King Avenue, at a common corner of said 22.2315 acre tract and the 19.8554 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC, by deed of record in Document Number 2019-035589, being 40.21 feet right of King Avenue Centerline of Construction station 102+76.20; said point being further located as being North 72 deg. 45 min. 08 sec. East, a distance of 2.21 feet from a 5/8" iron pin found with an illegible cap;

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Thence continuing South 17 deg. 55 min. 57 sec. East, a distance of 31.95 feet along the northerly extension of the existing centerline of King Avenue, and the common line of said 22.2315 and 19.8554 acre tracts, to the point of intersection of the existing tangent centerlines of King Avenue, at a common corner of the 0.309 acre tract conveyed to the Warren County Commissioners by deed of record in Official Record 394, Page 327 and said 22.2315 acre tract, being 69.33 feet right of King Avenue Centerline of Construction station 102+91.65;

Thence North 51 deg. 56 min. 48 sec. East, a distance of 127.49 feet (passing a 5/8" iron pin found at a distance of 4.85 feet) along said existing centerline of King Avenue, and the common line of said 0.309 and 22.2315 acre tracts, to a point in the northwesterly line of said original 34.624 acre tract, at a northerly corner of said 0.309 acre tract, being 31.83 feet left of King Avenue Centerline of Construction station 103+74.42; said point being the **Point of True Beginning** of the herein described parcel;

Thence continuing North 51 deg. 56 min. 48 sec. East, a distance of 57.74 feet along the existing centerline of King Avenue and the common line of said original 34.624 and 22.2315 acre tracts to a railroad spike set, being 82.05 feet left of King Avenue Centerline of Construction station 103+99.15;

Thence the following six (6) courses and distances along new division lines through said original 34.624 acre tract;

1. Thence South 84 deg. 08 min. 50 sec. East, a distance of 43.26 feet to an iron pin set in the existing southeasterly right-of-way line of King Avenue, being 97.50 feet left of King Avenue Centerline of Construction station 104+31.68;
2. Thence continuing South 84 deg. 08 min. 50 sec. East, a distance of 40.43 feet to an iron pin set, being 115.00 feet left of King Avenue Centerline of Construction station 104+60.00;

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3. Thence South 43 deg. 36 min. 44 sec. East, a distance of 148.95 feet to an iron pin set, being 105.00 feet left of King Avenue Centerline of Construction station 105+75.00;
4. Thence South 29 deg. 18 min. 08 sec. East, a distance of 108.11 feet to an iron pin set, being 100.00 feet left of King Avenue Centerline of Construction station 106+59.74;
5. Thence South 64 deg. 37 min. 53 sec. West, a distance of 50.00 feet to an iron pin set, being 50.00 feet left of King Avenue Centerline of Construction station 106+59.74;
6. Thence South 25 deg. 22 min. 07 sec. East, a distance of 170.26 feet to an iron pin set in a southerly line of said original 34.624 acre tract and the northerly high water mark of the Little Miami River, being 50.00 feet left of King Avenue Centerline of Construction station 108+30.00;

Thence South 72 deg. 16 min. 17 sec. West, a distance of 100.90 feet along a southerly line of said original 34.624 acre tract and the northerly high water mark of the Little Miami River, and its meanders thereof, to an iron pin set being 50.00 feet right of King Avenue Centerline of Construction station 108+16.59;

Thence the following two (2) courses and distances along new division lines through said original 34.624 acre tract;

1. Thence North 25 deg. 22 min. 07 sec. West, a distance of 156.85 feet to an iron pin set, being 50.00 feet right of King Avenue Centerline of Construction station 106+59.74;
2. Thence North 55 deg. 05 min. 41 sec. West, a distance of 192.42 feet to an iron pin set in the existing easterly right-of-way line of King Avenue, and the easterly line of said 0.309 acre tract, being 90.00 feet right of King Avenue Centerline of Construction station 104+23.01;

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Thence North 14 deg. 34 min. 35 sec. East, a distance of 109.11 feet along the existing easterly right-of-way line of King Avenue and the easterly line of said 0.309 acre tract, to a point in the existing southeasterly right-of-way line of King Avenue, at a northeasterly corner of said 0.309 acre tract, being 16.98 feet left of King Avenue Centerline of Construction station 103+98.88;

Thence North 38 deg. 03 min. 12 sec. West, a distance of 30.00 feet along the northeasterly line of said 0.309 acre tract, to the **Point of True Beginning** of the herein described parcel, containing 1.504 acres, more or less, of which 0.050 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol.____, Plat____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Deed Book 503, Page 789, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

EXHIBIT A

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PID	106724
PARCEL	17-QC
PROJECT	CR 282
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**PARCEL 17-QC
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Townships of Deerfield and Hamilton, Village of South Lebanon, located in Military Survey 1548, and Section 12, Township 4, Range 2, and being part of the lands lying within the Little Miami River, being southerly of, and immediately adjacent to, the original 34.624 acre tract as described in a deed conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, and being northerly of, and immediately adjacent to, the 0.461 acre tract as described in a deed conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 394, Page 325, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right and left sides of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 2332.49 feet along the common line of said Military Surveys 1547 and 1548 to a point at the northeasterly corner of the 0.936 acre tract and the southeasterly corner of the 0.258 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deeds of record in Document Number 2018-032127 and Document Number 2019-035588, respectively, said point being 140.46 feet left of Grandin Road Centerline of Construction station 113+02.86; said point being further located as North 71 deg. 16 min. 39 sec. East, a distance of 0.23 feet from a 1/2" iron pin found;

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Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 152.53 feet along the common line of Military Surveys 1547 and 1548, to an angle point in the former northwesterly right-of-way line of the Little Miami Railroad (delineated on Track Map 170-8402-0-36), and being conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, and the southeasterly line of the 49.6886 acre tract as described in a deed conveyed to Warren County, Ohio by deed of record in Official Record 1724, Page 671, being 109.24 feet left of Grandin Road Centerline of Construction station 111+50.94;

Thence the following two (2) courses and distances along the former northwesterly right-of-way line of the Little Miami Railroad, and the southeasterly line of said 49.6886 acre tract;

1. Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 23.56 feet along the common line of Military Survey 1547 and 1548, to an angle point being 103.23 feet left of Grandin Road Centerline of Construction station 111+28.16;
2. Thence along a curve to the right, having a radius of 1418.31 feet, an arc length of 107.65 feet, a central angle of 04 deg. 20 min. 56 sec., the chord to which bears South 64 deg. 37 min. 02 sec. West, a chord distance of 107.63 feet to a point in the existing easterly right-of-way line of Grandin Road (C.R. 150), at the southeasterly corner of the original 0.916 acre tract conveyed to the Warren County, Ohio, Warren County Commissioners by deed of record in Official Record 369, Page 757; said point being 4.40 feet right of Grandin Road Centerline of Construction station 111+28.18;

Thence North 19 deg. 43 min. 00 sec. West, a distance of 34.98 feet along said existing easterly right-of-way line of Grandin Road and said original 0.916 acre tract, and the westerly line of said 49.6886 acre tract, to a point in the existing northerly line of Grandin Road, at the southeasterly corner of said 0.461 acre tract, being 0.96 feet right of King Avenue Centerline of Construction station 110+93.38;

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Thence North 19 deg. 08 min. 59 sec. West, a distance of 44.92 feet along the common line of said 0.461 and 49.6886 acre tracts to a point in the southerly high water mark of the Little Miami River, at a common corner of said 0.461 and 49.6886 acre tracts, being 3.91 feet left of King Avenue Centerline of Construction station 110+48.72; said point being the **Point of True Beginning** of the herein described parcel;

Thence South 61 deg. 26 min. 58 sec. West, a distance of 53.99 feet along the southerly high water mark of the Little Miami River, and its meanders thereof, and the northerly line of said 0.461 acre tract to an iron pin set, being 50.00 feet right of King Avenue Centerline of Construction station 110+51.72;

Thence North 25 deg. 22 min. 07 sec. West, a distance of 235.13 feet along a new division line through the lands lying within the Little Miami River, to an iron pin set in the northerly high water mark of said River and the southerly line of said original 34.624 acre tract being 50.00 feet right of King Avenue Centerline of Construction station 108+16.59;

Thence North 72 deg. 16 min. 17 sec. East, a distance of 100.90 feet along the northerly high water mark of the Little Miami River, and its meanders thereof, and the southerly line of said 34.624 acre tract to an iron pin set, being 50.00 feet left of King Avenue Centerline of Construction station 108+30.00;

Thence South 25 deg. 22 min. 07 sec. East, a distance of 130.35 feet along a new division line through the lands lying within the Little Miami River to a point in the centerline of said river, being 50.00 feet left of King Avenue Centerline of Construction station 109+60.35;

Thence South 56 deg. 37 min. 29 sec. West, a distance of 37.40 feet along the centerline of said river to a point in the northerly extension of said common line of the 0.461 and 49.6886 acre tracts, being 12.97 feet left of King Avenue Centerline of Construction station 109+65.56;

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Thence South 19 deg. 08 min. 59 sec. East, a distance of 83.65 feet along a new division line, and along the northerly extension of said common line of the 0.461 and 49.6886 acre tracts to the **Point of True Beginning** of the herein described parcel, containing 0.438 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Of the above described area, 0.331 acres lie within Deerfield Township, Village of South Lebanon, Sec. 12, T-4, R-2 and 0.107 acres lie within Hamilton Township, Village of South Lebanon, Military Survey 1548.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

EXHIBIT A

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PID	106724
PARCEL	17-T
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**PARCEL 17-T
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Deerfield and Hamilton Townships, Village of South Lebanon, located in Military Survey 1548, and Section 12, Township 4, Range 2, and being part of the lands lying within the Little Miami River, being southerly of, and immediately adjacent to, the original 34.624 acre tract as described in a deed conveyed to the State of Ohio, Department of Natural Resources by deed of record in Deed Book 503, Page 789, and being northerly of, and immediately adjacent to, the 0.461 acre tract as described in a deed conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 394, Page 325, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at a point in the existing easterly right-of-way line of King Avenue, at the intersection of a southerly high water mark of the Little Miami River, being the northwesterly corner of said 0.461 acre tract, being 254.69 feet right of King Avenue Centerline of Construction station 110+10.10;

Thence North 17 deg. 55 min. 57 sec. West, a distance of 197.42 feet along the existing easterly right-of-way line of King Avenue to a point in the northerly high water mark of the Little Miami River, being the southerly line of said original 34.624 acre tract, being 229.14 feet right of King Avenue Centerline of Construction station 108+14.34;

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Thence North 61 deg. 51 min. 50 sec. East, a distance of 35.56 feet along the northerly high water mark of the Little Miami River, and its meanders thereof, and the southerly line of said original 34.624 acre tract to a point, being 193.62 feet right of King Avenue Centerline of Construction station 108+12.62;

Thence South 17 deg. 55 min. 57 sec. East, a distance of 202.81 feet across the lands lying within the Little Miami River to a point in the southerly high water mark of the Little Miami River and the northerly line of said 0.461 acre tract, being 219.86 feet right of King Avenue Centerline of Construction station 110+13.73;

Thence South 70 deg. 34 min. 48 sec. West, a distance of 35.01 feet along the southerly high water mark of the Little Miami River, and its meanders thereof, and the northerly line of said 0.461 acre tract to the **Point of True Beginning** of the herein described parcel, containing 0.161 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports. All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol.____, Plat____, of the Warren County Engineer's record of land surveys.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

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PID	106724
PARCEL	22-S
PROJECT	CR 282
Version Date	10/11/2

**PARCEL 22-S
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, and being part of the 0.461 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 394, Page 325, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at an angle point in the existing easterly and northerly right-of-way lines of Grandin Road, at a southeasterly corner of said 0.461 acre tract, being 0.96 feet right of King Avenue Centerline of Construction station 110+93.38;

Thence South 76 deg. 00 min. 01 sec. West, a distance of 50.02 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract to an iron pin set at an angle point in the new southwesterly right-of-way line of King Avenue, being 50.00 feet right of King Avenue Centerline of Construction station 110+83.52;

Thence continuing South 76 deg. 00 min. 01 sec. West, a distance of 50.00 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract, to a point being 99.02 feet right of King Avenue Centerline of Construction station 110+73.66; said point being the **Point of True Beginning** of the herein described parcel

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Thence continuing South 76 deg. 00 min. 01 sec. West, a distance of 14.05 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract to an iron pin set being 112.79 feet right of King Avenue Centerline of Construction station 110+70.89;

Thence the following three (3) courses and distances across said 0.461 acre tract;

1. Thence North 18 deg. 43 min. 37 sec. West, a distance of 30.00 feet to a point, being 109.32 feet right of King Avenue Centerline of Construction station 110+41.09;
2. Thence North 76 deg. 00 min. 01 sec. East, a distance of 14.05 feet to a point, being 95.55 feet right of King Avenue Centerline of Construction station 110+43.86;
3. Thence South 18 deg. 43 min. 37 sec. East, a distance of 30.00 feet to the **Point of True Beginning** of the herein described parcel, containing 0.010 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol.____, Plat____, of the Warren County Engineer's record of land surveys.

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Instrument reference as of the date this survey was prepared: Official Record 394, Page 325, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E. Rader 10/11/21
Registered Surveyor No. 7191 Date

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PID	106724
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**PARCEL 22-T
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, and being part of the 0.461 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 394, Page 325, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at an angle point in the existing easterly and northerly right-of-way lines of Grandin Road, at a southeasterly corner of said 0.461 acre tract, being 0.96 feet right of King Avenue Centerline of Construction station 110+93.38;

Thence South 76 deg. 00 min. 01 sec. West, a distance of 50.02 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract to an iron pin set at an angle point in the new southwesterly right-of-way line of King Avenue, being 50.00 feet right of King Avenue Centerline of Construction station 110+83.52; said point being the **Point of True Beginning** of the herein described parcel

Thence continuing South 76 deg. 00 min. 01 sec. West, a distance of 50.00 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract, to a point at the southeasterly corner of a Proposed Sewer Easement (Parcel 22-S), being 99.02 feet right of King Avenue Centerline of Construction station 110+73.66;

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Thence continuing South 76 deg. 00 min. 01 sec. West, a distance of 14.05 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract to an iron pin set at the southwesterly corner of said Parcel 22-S, being 112.79 feet right of King Avenue Centerline of Construction station 110+70.89;

Thence continuing South 76 deg. 00 min. 01 sec. West, a distance of 148.92 feet along the existing northerly right-of-way line of Grandin Road and the southerly line of said 0.461 acre tract to the intersection of the existing easterly right-of-way line of Grandin Road, at the southwesterly corner of said 0.461 acre tract, being 258.79 feet right of King Avenue Centerline of Construction station 110+41.53;

Thence North 17 deg. 55 min. 57 sec. West, a distance of 31.70 feet along the existing easterly right-of-way line of Grandin Road and King Avenue and the westerly line of said 0.461 acre tract to a point in the southerly high water mark of the Little Miami River, at the northwesterly corner of said 0.461 acre tract, being 254.69 feet right of King Avenue Centerline of Construction station 110+10.10;

Thence North 70 deg. 34 min. 48 sec. East, a distance of 35.01 feet along the southerly high water mark of the Little Miami River, and its meanders thereof, and the northerly line of said 0.461 acre tract to a point, being 219.86 feet right of King Avenue Centerline of Construction station 110+13.73;

Thence the following five (5) courses and distances across said 0.461 acre tract;

1. Thence South 17 deg. 55 min. 57 sec. East, a distance of 24.99 feet to a point, being 223.10 feet right of King Avenue Centerline of Construction station 110+38.51;
2. Thence North 76 deg. 00 min. 01 sec. East, a distance of 100.14 feet to a point, being 124.92 feet right of King Avenue Centerline of Construction station 110+58.25;

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3. Thence North 16 deg. 54 min. 54 sec. East, a distance of 23.19 feet to a point at the northwesterly corner of a Proposed Sewer Easement (Parcel 22-S), being 109.32 feet right of King Avenue Centerline of Construction station 110+41.09;
4. Thence North 76 deg. 00 min. 01 sec. East, a distance of 14.05 feet along the northerly line of said Parcel 22-S, to a point at the northeasterly corner of said Parcel 22-S, being 95.55 feet right of King Avenue Centerline of Construction station 110+43.86;
5. Thence North 74 deg. 25 min. 17 sec. East, a distance of 46.22 feet to an iron pin set in the new southwesterly right-of-way line of King Avenue, being 50.00 feet right of King Avenue Centerline of Construction station 110+51.72;

Thence South 25 deg. 22 min. 07 sec. East, a distance of 31.80 feet the new southwesterly right-of-way line of King Avenue and across said 0.461 acre tract to the **Point of True Beginning** of the herein described parcel, containing 0.099 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied and 0.010 acres lies within the Proposed Sewer Easement (Parcel 22-S), leaving a Net Take of 0.089 acres for the Temporary Easement.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land surveys.

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Instrument reference as of the date this survey was prepared: Official Record 394, Page 325, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader

10/11/21

Registered Surveyor No. 7191

Date

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PID	106724
PARCEL	22-WD
PROJECT	CR 282
Version Date	10/11/2

**PARCEL 22-WD
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, and being part of the 0.461 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 394, Page 325, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right and left sides of the Centerline of Construction of King Avenue (C.R. 282), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 2332.49 feet along the common line of said Military Surveys 1547 and 1548 to a point at the northeasterly corner of the 0.936 acre tract and the southeasterly corner of the 0.258 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deeds of record in Document Number 2018-032127 and Document Number 2019-035588, respectively, said point being 140.46 feet left of Grandin Road Centerline of Construction station 113+02.86; said point being further located as North 71 deg. 16 min. 39 sec. East, a distance of 0.23 feet from a 1/2" iron pin found;

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Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 152.53 feet along the common line of Military Surveys 1547 and 1548, to an angle point in the former northwesterly right-of-way line of the Little Miami Railroad (delineated on Track Map 170-8402-0-36), and being conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, and the southeasterly line of the 49.6886 acre tract conveyed to Warren County, Ohio by deed of record in Official Record 1724, Page 671, being 109.24 feet left of Grandin Road Centerline of Construction station 111+50.94;

Thence the following two (2) courses and distances along the former northwesterly right-of-way line of the Little Miami Railroad, and the southeasterly line of said 49.6886 acre tract;

1. Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 23.56 feet along the common line of Military Surveys 1547 and 1548, to an angle point being 103.23 feet left of Grandin Road Centerline of Construction station 111+28.16;
2. Thence along a curve to the right, having a radius of 1418.31 feet, an arc length of 107.65 feet, a central angle of 04 deg. 20 min. 56 sec., the chord to which bears South 64 deg. 37 min. 02 sec. West, a chord distance of 107.63 feet to a point in the existing easterly right-of-way line of Grandin Road (C.R. 150), at the southeasterly corner of the original 0.916 acre tract conveyed to the Warren County, Ohio, Warren County Commissioners by deed of record in Official Record 369, Page 757; said point being 4.40 feet right of Grandin Road Centerline of Construction station 111+28.18;

Thence North 19 deg. 43 min. 00 sec. West, a distance of 34.98 feet along said existing easterly right-of-way line of Grandin Road and said original 0.916 acre tract, and the westerly line of said 49.6886 acre tract, to a point in the existing northerly line of Grandin Road, at the southeasterly corner of said 0.461 acre tract, being 0.96 feet right of King Avenue Centerline of Construction station 110+93.38; said point being the **Point of True Beginning** of the herein described parcel;

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Thence South 76 deg. 00 min. 01 sec. West, a distance of 50.02 feet along said existing northerly right-of-way line of Grandin Road and southerly line of said 0.461 acre tract (being the northerly line of the remainder of said original 0.916 acre tract) to an iron pin set, being 50.00 feet right of King Avenue Centerline of Construction station 110+83.52;

Thence North 25 deg. 22 min. 07 sec. West, a distance of 31.80 feet along a new division line through said 0.461 acre tract to an iron pin set in the southerly high water mark of the Little Miami River and the northerly line of said 0.461 acre tract, being 50.00 feet right of King Avenue Centerline of Construction station 110+51.72;

Thence North 61 deg. 26 min. 58 sec. East, a distance of 53.99 feet along the southerly high water mark of the Little Miami River, and its meanders thereof, and the northerly line of said 0.461 acre tract to a common corner of said 0.461 and 49.6886 acre tracts, being 3.91 feet left of King Avenue Centerline of Construction station 110+48.72;

Thence South 19 deg. 08 min. 59 sec. East, a distance of 44.92 feet along the common line of said 0.461 and 49.6886 acre tracts, to the **Point of True Beginning** of the herein described parcel, containing 0.045 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol.____, Plat____, of the Warren County Engineer's record of land surveys.

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Instrument reference as of the date this survey was prepared: Official Record 394, Page 325, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21

Registered Surveyor No. 7191 Date

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PID	106724
PARCEL	24-T1
PROJECT	CR 282
Version Date	10/11/2

**PARCEL 24-T1
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1548, and being part of the lands formerly owned by the Little Miami Railroad Company (delineated on Track Map 170-8402-0-36), and being conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the right side of the Centerline of Construction of Grandin Road (C.R. 150), and lying on the left and right sides of the Centerline of Construction of the Little Miami Trail, as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at an iron pin set in the former northerly right-of-way line of said railroad and the existing southerly right-of-way line of Grandin Road, being the southerly line of the original 0.916 acre tract conveyed to the Warren County, Ohio, Warren County Commissioners by deed of record in Official Record 369, Page 757, at the intersection of the new southwesterly right-of-way line of Grandin Road, being 118.42 feet right of Grandin Road Centerline of Construction station 111+19.27, and 39.46 feet left of Little Miami Trail Centerline of Construction station 902+69.98;

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Thence the following two (2) courses and distances along the new southwesterly right-of-way lines of Grandin Road, and across said former railroad land;

1. Thence South 18 deg. 43 min. 37 sec. East, a distance of 30.94 feet to an iron pin set, being 122.00 feet right of Grandin Road Centerline of Construction station 111+50.00, and 8.60 feet left of Little Miami Trail Centerline of Construction station 902+67.75;
2. Thence South 41 deg. 08 min. 43 sec. East, a distance of 74.49 feet to an iron pin set on a curve in the former southerly right-of-way line of said railroad, being 104.41 feet right of Grandin Road Centerline of Construction station 112+09.80, and 62.29 feet right of Little Miami Trail Centerline of Construction station 902+90.19;

Thence the following two (2) distances along the former southerly right-of-way line of said railroad

1. Thence along a curve to the right, having a radius of 1518.31 feet, an arc length of 113.66 feet, a central angle of 04 deg. 17 min. 20 sec., the chord to which bears South 72 deg. 28 min. 35 sec. West, a chord distance of 113.63 feet to point, being 54.80 feet right of Little Miami Trail Centerline of Construction station 901+81.76;
2. Thence South 74 deg. 30 min. 01 sec. West, a distance of 161.85 feet to a point, being 52.03 feet right of Little Miami Trail Centerline of Construction station 900+22.79;

Thence North 09 deg. 33 min. 59 sec. West, a distance of 100.54 feet across said former railroad lands to a point in the former northerly right-of-way line of said railroad, the southerly existing right-of-way line of Grandin Road and the southerly line of said 0.916 acre tract, being 47.91 feet left of Little Miami Trail Centerline of Construction station 900+33.73;

Thence the following two (2) distances along the former northerly right-of-way line of said railroad, the southerly existing right-of-way line of Grandin Road and the southerly line of said 0.916 acre tract;

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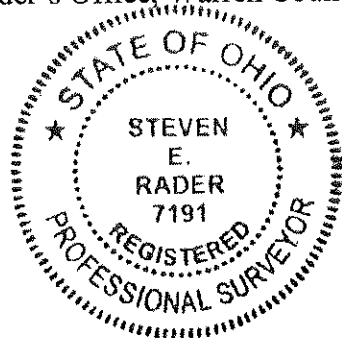
1. Thence North 74 deg. 30 min. 01 sec. East, a distance of 151.67 feet to a point, being 45.00 feet left of Little Miami Trail Centerline of Construction station 901+88.05
2. Thence along a curve to the left, having a radius of 1418.31 feet, an arc length of 79.40 feet, a central angle of 03 deg. 12 min. 28 sec., the chord to which bears North 73 deg. 01 min. 01 sec. East, a chord distance of 79.39 feet to the **Point of True Beginning** of the herein described parcel, containing 0.571 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol.____, Plat____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 31, Page 913, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

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PID	106724
PARCEL	24-T2
PROJECT	CR 282
Version Date	10/11/2

**PARCEL 24-T2
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1547, and being part of the lands formerly owned by the Little Miami Railroad Company (delineated on Track Map 170-8402-0-36), and being conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of Grandin Road (C.R. 150), and lying on the left and right sides of the Centerline of Construction of the Little Miami Trail, as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning at the point of intersection of the new northeasterly right-of-way line of Grandin Road with the former northwesterly right-of-way line of the Little Miami Railroad, at the southerly corner of a proposed 0.207 acre tract (Parcel 23-ODNR) to be conveyed to the State of Ohio, Department of Natural Resources, being 169.71 feet left of Grandin Road Centerline of Construction station 111+47.13, and 7.11 feet right of Little Miami Trail Centerline of Construction station 905+60.00;

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Thence the following three (3) courses and distances along the former northwesterly right-of-way of the railroad and the southeasterly lines of said Parcel 23-ODNR;

1. Thence along a curve to the left, having a radius of 1441.31 feet, an arc length of 141.66 feet, a central angle of 05 deg. 37 min. 53 sec., the chord to which bears North 57 deg. 00 min. 51 sec. East, a chord distance of 141.60 feet to an iron pin set, being 5.47 feet left of Little Miami Trail Centerline of Construction station 907+02.63;
2. Thence North 54 deg. 11 min. 55 sec. East, a distance of 218.89 feet to an iron pin set at the easterly corner of said Parcel 23-ODNR, being 22.23 feet left of Little Miami Trail Centerline of Construction station 909+20.00;
3. Thence North 54 deg. 11 min. 55 sec. East, a distance of 127.97 feet to a point, being 25.13 feet left of Little Miami Trail Centerline of Construction station 910+55.00;

Thence the following three (3) courses and distances across said former railroad land;

1. Thence South 37 deg. 01 min. 59 sec. East, a distance of 50.13 feet to a point, being 25.00 feet right of Little Miami Trail Centerline of Construction station 910+55.00;
2. Thence South 51 deg. 45 min. 23 sec. West, a distance of 119.80 feet to a point, being 30.00 feet right of Little Miami Trail Centerline of Construction station 909+40.00;
3. Thence South 43 deg. 05 min. 55 sec. West, a distance of 232.60 feet to a point in the former southeasterly right-of-way line of the railroad, being 94.51 feet right of Little Miami Trail Centerline of Construction station 907+04.21;

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Thence the following two (2) courses and distances along the former southeasterly right-of-way line of the railroad;

1. Thence along a curve to the right, having a radius of 1541.31 feet, an arc length of 89.62 feet, a central angle of 03 deg. 19 min. 53 sec., the chord to which bears South 55 deg. 51 min. 51 sec. West, a chord distance of 89.61 feet to a point, being 103.13 feet right of Little Miami Trail Centerline of Construction station 906+36.45;
2. Thence continuing along a curve to the right, having a radius of 1541.31 feet, an arc length of 56.81 feet, a central angle of 02 deg. 06 min. 43 sec., the chord to which bears South 58 deg. 35 min. 09 sec. West, a chord distance of 56.81 feet to an iron pin set in said new northeasterly right-of-way line of Grandin Road, being 107.23 feet right of Little Miami Trail Centerline of Construction station 905+60.00, and 176.91 feet left of Grandin Road Centerline of Construction station 112+53.03;

Thence North 33 deg. 03 min. 51 sec. West, a distance of 100.12 feet along said new northeasterly right-of-way line of Grandin Road, to the **Point of True Beginning** of the herein described parcel, containing 0.881 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

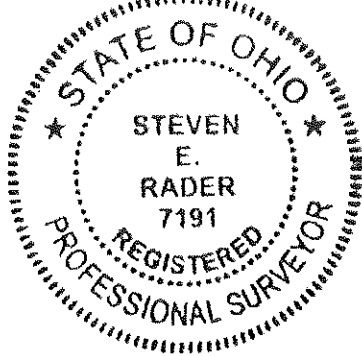
All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol.____, Plat____, of the Warren County Engineer's record of land surveys.

EXHIBIT A

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PID	106724
PARCEL	24-T2
PROJECT	CR 282
Version Date	10/11/2

Instrument reference as of the date this survey was prepared: Official Record 31, Page 913 of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191 Date

EXHIBIT A

	42 of 5
PID	106724
PARCEL	24-WD
PROJECT	CR 282
Version Date	10/11/2

**PARCEL 24-WD
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Surveys 1547 and 1548, and being part of the lands formerly owned by the Little Miami Railroad Company (delineated on Track Map 170-8402-0-36), and being conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left and right sides of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 2332.49 feet along the common line of said Military Surveys 1547 and 1548 to a point at the northeasterly corner of the 0.936 acre tract and the southeasterly corner of the 0.258 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deeds of record in Document Number 2018-032127 and Document Number 2019-035588, respectively, said point being 140.46 feet left of Grandin Road Centerline of Construction station 113+02.86; said point being further located as North 71 deg. 16 min. 39 sec. East, a distance of 0.23 feet from a 1/2" iron pin found;

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PID	106724
PARCEL	24-WD
PROJECT	CR 282
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Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 50.30 feet along the common line of Military Surveys 1547 and 1548, and the southwesterly line of the 25.600 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 269 Page 464 and the northeasterly line of said 0.258 acre tract, to an angle point in the southeasterly line of said former Little Miami Railroad right-of-way line, at a westerly corner of said 25.600 acre tract, and being 129.05 feet left of Grandin Road Centerline of Construction station 112+54.22; said point being the **Point of True Beginning** of the herein described parcel;

Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 23.49 feet along the common line of Military Surveys 1547 and 1548, said northeasterly line of the 0.258 acre tract, and the former southeasterly railroad right-of-way line, to an angle point in said southeasterly line of former railroad, being 124.40 feet left of Grandin Road Centerline of Construction station 112+38.04;

Thence the following two (2) courses and distances along the former southeasterly railroad right-of-way lines;

1. Thence along the northwesterly line of said 0.258 acre tract, with a curve to the right, having a radius of 1518.31 feet, an arc length of 173.76 feet, a central angle of 06 deg. 33 min. 25 sec., the chord to which bears South 64 deg. 52 min. 44 sec. West, a chord distance of 173.66 feet to a point in the existing centerline of Grandin Road (C.R. 150; said point being 48.07 feet right of Grandin Road Centerline of Construction station 112+19.44;
2. Thence continuing along a curve to the right, having a radius of 1518.31 feet, an arc length of 57.61 feet, a central angle of 02 deg. 10 min. 27 sec., the chord to which bears South 69 deg. 14 min. 41 sec. West, a chord distance of 57.61 feet to an iron pin set, being 104.41 feet right of Grandin Road Centerline of Construction station 112+09.80, and 62.29 feet right of Little Miami Trail Centerline of Construction station 902+90.19;

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PID	106724
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PROJECT	CR 282
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Thence the following two (2) courses and distances along new division lines through said former railroad land;

1. Thence North 41 deg. 08 min. 43 sec. West a distance of 74.49 feet to an iron pin set, being 122.00 feet right of Grandin Road Centerline of Construction station 111+50.00, and 8.60 feet left of Little Miami Trail Centerline of Construction station 902+67.75;
2. Thence North 18 deg. 43 min. 37 sec. West, a distance of 30.94 feet to an iron pin set in the former northerly railroad right-of-way line, and the existing southerly right-of-way line of Grandin Road, the southerly line of the original 0.916 acre tract conveyed to the Warren County, Ohio, Warren County Commissioners by deed of record in Official Record 369, Page 757; said iron pin being 118.42 feet right of Grandin Road Centerline of Construction station 111+19.27, and 39.46 feet left of Little Miami Trail Centerline of Construction station 902+69.98;

Thence along the former northerly railroad right-of-way line, in part the existing southerly right-of-way of Grandin Road, and the southerly line of said original 0.916 acre tract, with a curve to the left, having a radius of 1418.31 feet, an arc length of 114.40 feet, a central angle of 04 deg. 37 min. 17 sec., the chord to which bears North 69 deg. 06 min. 09 sec. East, a chord distance of 114.37 feet, to a point at the southeasterly corner of said original 0.916 acre tract; said point being 4.40 feet right of Grandin Road Centerline of Construction station 111+28.18;

Thence the following three (3) courses and distances along the former northwesterly railroad right-of-way lines and the southeasterly lines of the 49.6886 acre tract conveyed to Warren County, Ohio by deed of record in Official Record 1724, Page 671;

1. Thence along a curve to the left, having a radius of 1418.31 feet, an arc length of 107.65 feet, a central angle of 04 deg. 20 min. 56 sec., the chord to which bears North 64 deg. 37 min. 02 sec. East, a chord distance of 107.63 feet to a point in the common line of Military Surveys 1548 and 1547, being an angle point in said former northwesterly

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PID	106724
PARCEL	24-WD
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railroad right-of-way line and the southeasterly line of said 49.6886 acre tract; said point being 103.23 feet left of Grandin Road Centerline of Construction station 111+28.16;

2. Thence South 40 deg. 09 min. 25 sec. East, a distance of 23.56 feet along the common line of Military Surveys 1548 and 1547, to an angle point in said former northwesterly railroad right-of-way line and the southeasterly line of said 49.6886 acre tract, being 109.24 feet left of Grandin Road Centerline of Construction station 111+50.94;
3. Thence along a curve to the left, having a radius of 1441.31 feet, an arc length of 60.59 feet, a central angle of 02 deg. 24 min. 31 sec., the chord to which bears North 61 deg. 02 min. 02 sec. East, a chord distance of 60.59 feet to a point being 169.71 feet left of Grandin Road Centerline of Construction station 111+47.13, and 7.11 feet right of Little Miami Trail Centerline of Construction station 905+60.00;

Thence South 33 deg. 03 min. 51 sec. East, a distance of 100.12 feet along a new division line through the former railroad land to an iron pin set in said former southeasterly railroad right-of-way line and the northwesterly line of said 25.600 acre tract, being 176.91 feet left of Grandin Road Centerline of Construction station 112+53.03, and 107.23 feet right of Little Miami Trail Centerline of Construction station 905+60.00;

Thence along said southeasterly line of former southeasterly railroad right-of-way line and the northwesterly line of said 25.600 acre tract, with a curve to the right, having a radius of 1541.31 feet, an arc length of 47.91 feet, a central angle of 01 deg. 46 min. 51 sec., the chord to which bears South 60 deg. 31 min. 56 sec. West, a chord distance of 47.90 feet to the **Point of True Beginning** of the herein described parcel, containing 0.655 acres, more or less, of which 0.138 acres lies within the existing Present Road Occupied.

Of the above described area, 0.530 acres are contained within Military Survey 1548.

Of the above described area, 0.125 acres are contained within Military Survey 1547.

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PID	106724
PARCEL	24-WD
PROJECT	CR 282
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Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol.____, Plat____,of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 31, Page 913, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader

10/11/21

Registered Surveyor No. 7191

Date

EXHIBIT A

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PID	106724
PARCEL	25-T
PROJECT	CR 282
Version Date	10/11/2

**PARCEL 25-T
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1547, and being part of the 25.600 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 269 Page 464, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of Grandin Road (C.R. 150), and the right side of the Centerline of Construction of Little Miami Trail, as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at the intersection of the common line of Military Surveys 1547 and 1548 with the former southeasterly right-of-way line of the Little Miami Railroad (delineated on Track Map 170-8402-0-36), being lands conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, being 129.05 feet left of Grandin Road Centerline of Construction station 112+54.22;

Thence with said former southeasterly line of the railroad and the northwesterly line of said 25.600 acre tract, along a curve to the left, having a radius of 1541.31 feet, an arc length of 47.91 feet, a central angle of 01 deg. 46 min. 51 sec., the chord to which bears North 60 deg. 31 min. 56 sec. East, a chord distance of 47.90 feet to an iron pin set, being 176.91 feet left of Grandin Road Centerline of Construction station 112+53.03, and 107.23 feet right of Little Miami Trail Centerline of Construction station 905+60.00; said iron pin being the **Point of True Beginning** of the herein described parcel;

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PID	106724
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Thence continuing with said former southeasterly line of the railroad and the northwesterly line of said 25.600 acre tract, along a curve to the left, having a radius of 1541.31 feet, an arc length of 56.81 feet, a central angle of 02 deg. 06 min. 43 sec., the chord to which bears North 58 deg. 35 min. 09 sec. East, a chord distance of 56.81 feet to a point, being 103.13 feet right of Little Miami Trail Centerline of Construction station 906+36.45;

Thence South 32 deg. 13 min. 29 sec. West, a distance of 62.51 feet across said 25.600 acre tract to an iron pin set at an angle point in the new northeasterly right-of-way line of Grandin Road, being 135.00 feet right of Little Miami Trail Centerline of Construction station 905+60.00, and 179.81 feet left of Grandin Road Centerline of Construction station 112+79.46;

Thence North 33 deg. 03 min. 51 sec. West, a distance of 27.77 feet along the new northeasterly right-of-way line of Grandin Road to the **Point of True Beginning** of the herein described parcel, containing 0.018 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

EXHIBIT A

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PID	106724
PARCEL	25-T
PROJECT	CR 282
Version Date	10/11/2

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. _____, Plat _____, of the Warren County Engineer's record of land

Instrument reference as of the date this survey was prepared: Official Record 269 Page 464, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader

10/11/21

Registered Surveyor No. 7191

Date

EXHIBIT A

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PID	106724
PARCEL	25-WD1
PROJECT	CR 282
Version Date	10/11/2

**PARCEL 25-WD1
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Hamilton Township, Village of South Lebanon, located in Military Survey 1547, and being 0.040 acres of the 25.600 acre tract conveyed to The State of Ohio, Department of Natural Resources by deed of record in Official Record 269 Page 464, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left side of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 2332.49 feet along the common line of said Military Surveys 1547 and 1548 to a point at the northeasterly corner of the 0.936 acre tract and the southeasterly corner of the 0.258 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deeds of record in Document Number 2018-032127 and Document Number 2019-035588, respectively, said point being 140.46 feet left of Grandin Road Centerline of Construction station 113+02.86 and being the **Point of True Beginning** of the herein described parcel; said point being further located as North 71 deg. 16 min. 39 sec. East, a distance of 0.23 feet from a 1/2" iron pin found;

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PID	106724
PARCEL	25-WD1
PROJECT	CR 282
Version Date	10/11/2

Thence continuing North 40 deg. 09 min. 25 sec. West, a distance of 50.30 feet along the common line of Military Surveys 1547 and 1548, and the common line of said 25.600 and 0.258 acre tracts to a point in the southeasterly line of the former Little Miami Railroad (delineated on Track Map 170-8402-0-36), being lands conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 31, Page 913, at the westernmost corner of said 25.600 acre tract; said point being 129.05 feet left of Grandin Road Centerline of Construction station 112+54.22;

Thence with said former southeasterly line of the railroad and the northwesterly line of said 25.600 acre tract, along a curve to the left, having a radius of 1541.31 feet, an arc length of 47.91 feet, a central angle of 01 deg. 46 min. 51 sec., the chord to which bears North 60 deg. 31 min. 56 sec. East, a chord distance of 47.90 feet to an iron pin set, being 176.91 feet left of Grandin Road Centerline of Construction station 112+53.03;

Thence the following two (2) courses and distances along new division lines through said 25.600 acre tract;

1. Thence South 33 deg. 03 min. 51 sec. East, a distance of 27.77 feet to an iron pin set, being 179.81 feet left of Grandin Road Centerline of Construction station 112+79.46;
2. Thence South 32 deg. 13 min. 29 sec. West, a distance of 45.79 feet to the **Point of True Beginning** of the herein described parcel, containing 0.040 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

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PID	106724
PARCEL	25-WD1
PROJECT	CR 282
Version Date	10/11/2

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol.____, Plat____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 269 Page 464, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21

Registered Surveyor No. 7191 Date

**PARCEL 25-WD2
WAR-CR 282-0.97
TEMPORARY EASEMENT**

[Surveyor's description of the premises follows]

Situate in the State of Ohio, County of Warren, Township of Hamilton and Village of South Lebanon, located in Military Survey 1548, and being part of the 33.780 acre tract conveyed to the State of Ohio, Department of Natural Resources by deed of record in Official Record 248, Page 740, records of the Recorder's Office, Warren County, Ohio, and being more particularly described as follows;

Being a parcel of land lying on the left and right sides of the Centerline of Construction of Grandin Road (C.R. 150), as delineated upon the WAR-CR 282-0.97 Right-of-Way Plan on file with the Warren County Engineer's Office;

Beginning for Reference at a 1" iron pin found at the intersection of the centerline of Grandin Road (C.R. 150) and the common line of Military Surveys 1547 and 1548;

Thence North 40 deg. 09 min. 25 sec. West, a distance of 1944.63 feet along the common line of said Military Surveys 1547 and 1548 to a 5/8" iron pin found at the common corner of said 33.780 acre tract and the 1.298 acre tract conveyed to Peter's Cartridge Factory Outparcel Holding, LLC by deed of record in Document Number 2018-032207; said iron pin being 333.73 feet left of Grandin Road Centerline of Construction station 116+36.05;

Thence South 70 deg. 54 min. 00 sec. West, a distance of 278.63 feet along the common line of said 33.780 and 1.298 acre tracts to an iron pin set, being 55.45 feet left of Grandin Road Centerline of Construction station 116+50.12; said iron pin being the **Point of True Beginning** of the herein described parcel;

Thence the following six (6) courses and distances along new division lines through said 33.780 acre tract;

1. Thence South 13 deg. 34 min. 20 sec. East, a distance of 9.89 feet to an iron pin set being 55.00 feet left of Grandin Road Centerline of Construction station 116+60.00;
2. Thence South 15 deg. 38 min. 23 sec. West, a distance of 28.03 feet to an iron pin set being 40.00 feet left of Grandin Road Centerline of Construction station 116+85.00;
3. Thence South 24 deg. 14 min. 06 sec. East, a distance of 105.95 feet to an iron pin set being 40.00 feet left of Grandin Road Centerline of Construction station 118+00.00;
4. Thence South 46 deg. 50 min. 06 sec. East, a distance of 151.65 feet to an iron pin set being 75.00 feet left of Grandin Road Centerline of Construction station 119+50.00;
5. Thence South 03 deg. 39 min. 31 sec. West, a distance of 69.69 feet to an iron pin set in the existing northeasterly right-of-way line of Grandin Road, being 32.63 feet left of Grandin Road Centerline of Construction station 120+05.33;
6. Thence South 03 deg. 39 min. 31 sec. West, a distance of 56.27 feet to a railroad spike set in the existing centerline of Grandin Road, being a southwesterly line of said 33.780 acre tract and a northeasterly line of the 55.247 acre tract conveyed to The Board of Township Trustees of Hamilton Township, Warren County, Ohio, by deed of record in Official Record 4575, Page 684, and being 1.58 feet right of Grandin Road Centerline of Construction station 120+50.00;

Thence the following three (3) courses and distances along the existing centerline of Grandin Road and the southwesterly lines of said 33.780 acre tract;

1. Thence North 34 deg. 48 min. 20 sec. West, a distance of 205.43 feet, along the northeasterly line of said 55.247 acre tract, to a point at a common corner of said 55.247 acre tract and the 12.056 acre tract conveyed to Peter's Cartridge Factory, LLC by deed of record in Document Number 2018-032217; said point being 5.23 feet right of Grandin Road Centerline of Construction station 118+44.61;
2. Thence North 34 deg. 48 min. 20 sec. West, a distance of 71.42 feet along the northeasterly line of said 12.056 acre tract, to a point being 9.48 feet right of Grandin Road Centerline of Construction station 117+74.10;
3. Thence North 19 deg. 02 min. 12 sec. West, a distance of 122.27 feet along the northeasterly line of said 12.056 acre tract, to a point at a common corner of said 33.780 and 1.298 acre tract, being 4.86 feet right of Grandin Road Centerline of Construction station 116+53.17;

Thence North 70 deg. 54 min. 00 sec. East, a distance of 60.40 feet (passing a 5/8" iron pin found at a distance of 30.00 feet) along the common line of said 33.780 and 1.298 acre tracts to the **Point of True Beginning** of the herein described parcel, containing 0.466 acres, more or less, of which 0.287 acres lies within the existing Present Road Occupied.

Of the above described area, 0.287 acres are contained within Hamilton Township and 0.179 acres are contained within Hamilton Township/Village of South Lebanon.

Bearings are for project use only and are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), as measured in 2018 using static GPS methods and derived from NGS OPUS solution reports.

All iron pins set are 3/4 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped "STANTEC".

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Warren County, from 2018 to 2020, by Stantec Consulting Services, Inc., under the direction of said surveyor. The survey plat of which is filed in Vol. , Plat _____, of the Warren County Engineer's record of land surveys.

Instrument reference as of the date this survey was prepared: Official Record 248, Page 740, of the Recorder's Office, Warren County, Ohio.



STANTEC CONSULTING SERVICES INC.

Steven E Rader 10/11/21
Registered Surveyor No. 7191

EXHIBIT B
Restoration Requirements

All vegetation should be left undisturbed to the greatest extent possible. Any disturbed areas should be returned to previously existing contours and elevations or to follow the surrounding, naturally existing contours and elevations. Areas where vegetation is removed should be revegetated with native plant species. A native herbaceous seed mix should be applied to any disturbed areas and mulched within 7 days of the completion of work to provide for immediate soil stabilization. Native tree species should also be planted in the areas. A native tree species list can be provided by the Scenic Rivers Program. Trees should be 3–5-gallon containerized nursery stock. After a full growing season for the trees, any stakes and guide wires should be removed and properly disposed of. Any trees that die during the first growing season should be replaced. Cutting or clearing of any riparian vegetation within 1000 feet of state scenic rivers beyond the existing right-of-way should be prohibited, however vertical trimming is permitted where necessary. Care should be taken to not girdle or scuff tree trunks or damage any standing trees.

Any and all construction debris, earthen debris, excess asphalt or concrete, wood debris from clearing, excess fill material, and trash should be disposed of at an approved upland site or land fill above 100-year flood elevations. Disposal of any such material in wetlands, floodplains, or within 1000 feet of state scenic rivers is prohibited.

All site restoration work shall be completed to the satisfaction of the Southwest Ohio Assistant Regional Scenic Rivers Manager.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1501

Adopted Date November 02, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/26/21 and 10/28/21, as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

Resolution

Number 21-1502

Adopted Date November 02, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN REGENCY PARK, SECTION 11C SITUATED IN HAMILTON TOWNSHIP

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

BOND RELEASE

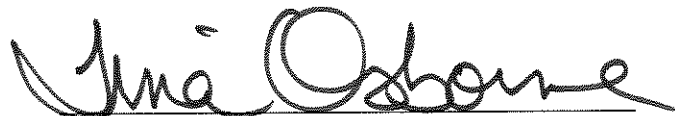
Bond Number	:	17-012 (P/S-M)
Development	:	Regency Park, Section 11C
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$34,947.27
Surety Company	:	Berkley Insurance Co. (0210069)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, Z. Toeppen, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
Berkley Insurance Co., 475 Steamboat Road, Greenwich, CT 06830
Engineer (file)
Bond Agreement file

Resolution

Number 21-1503

Adopted Date November 02, 2021

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC, FOR COMPLETION OF IMPROVEMENTS IN REGENCY PARK, SECTION 11B SITUATED IN HAMILTON TOWNSHIP

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

BOND RELEASE

Bond Number	:	15-011 (P/S-M)
Development	:	Regency Park, Section 11B
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$54,557.89
Surety Company	:	Argonaut Insurance Co. (SUR0010675)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, Z. Toebben, 9349 Waterstone Blvd, Ste 100, Cincinnati, OH 45249
Argonaut Insurance Co., 13100 Wortham Center Dr., Ste 290, Houston, TX 77065
Engineer (file)
Bond Agreement file

Resolution

Number 21-1504

Adopted Date November 02, 2021

APPROVE HABBIN DRIVE AND HAYBROOKE DRIVE IN REGENCY PARK, SECTION 11B FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Habbin Drive and Haybrooke Drive have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1559-T	Habbin Drive	0'-29'-0'	0.156
2495-T	Haybrooke Drive	0'-29'-0'	0.148

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

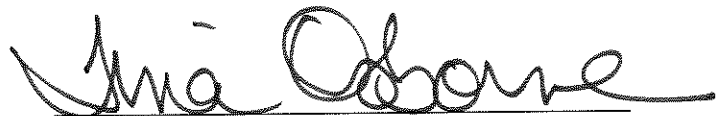
BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

OWNER'S CONSENT AND DEDICATION

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

ANY PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, THE 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 FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR OR REMOVAL OF DRAINAGE FACILITIES AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO: (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO: DANCE ENERGY, CINCINNATI BELL TELEPHONE CO., TIME WARNER CABLE & THE WARREN COUNTY COMMISSIONERS.

PUBLIC SANITARY AND WATER EASEMENTS:

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

THE UNDERSIGNED FURTHER STATES THAT TO THE BEST OF HIS KNOWLEDGE ALL PERSONS AND CORPORATIONS INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LIENHOLDERS HAVE UNITED IN ITS EXECUTION.

AS TO ALL: MI HOMES OF CINCINNATI, LLC
 NAME: Greg Williams ETC. Greg Williams
 WITNESS: Greg Williams OREGON WILLIAMS, AREA PRESIDENT
 WITNESS: Greg Williams

STATE OF OHIO, COUNTY OF Warren
 BE IT REMEMBERED THAT ON THIS 22nd DAY OF September 2015
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY COME MI HOMES OF CINCINNATI, LLC BY GREG WILLIAMS, AREA PRESIDENT, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.
 10/22-2015
 NAME: My Commission Expires
 NOTARY PUBLIC
 STATE OF OHIO



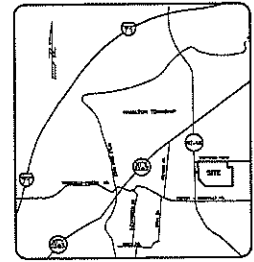
RECORD PLAT REGENCY PARK SECTION 11B

CONTAINING 8.8258 ACRES

LOCATED IN

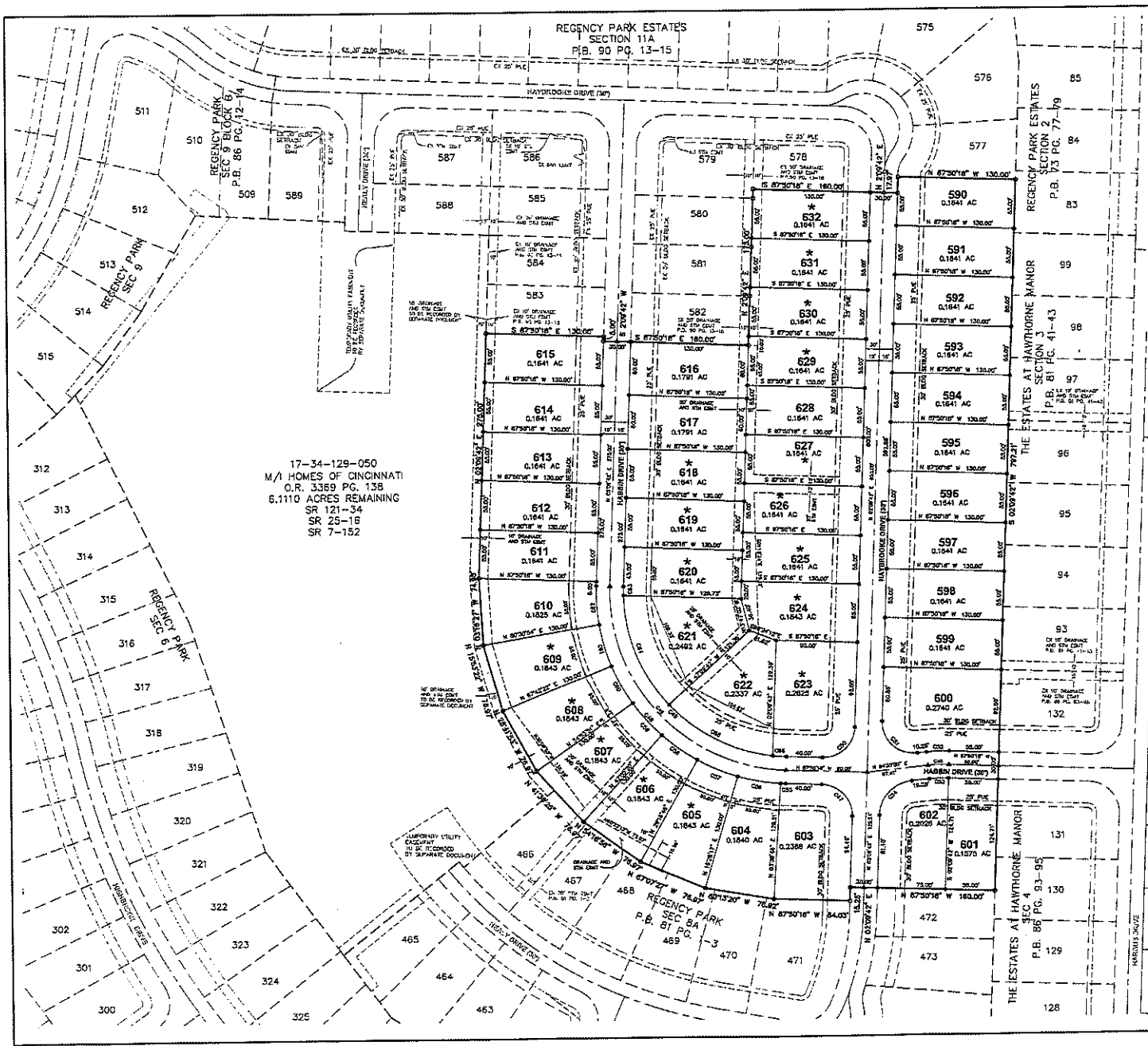
VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO

JUNE, 2015



VICINITY MAP
 NOT TO SCALE

LOT #	ACRES	BEWELL #
NEW 800	0.1841 AC	1734-128-051
NEW 801	0.1841 AC	1734-128-052
NEW 802	0.1841 AC	1734-128-053
NEW 803	0.1841 AC	1734-128-054
NEW 804	0.1841 AC	1734-128-055
NEW 805	0.1841 AC	1734-128-056
NEW 806	0.1841 AC	1734-128-057
NEW 807	0.1841 AC	1734-128-058
NEW 808	0.1841 AC	1734-128-059
NEW 809	0.1841 AC	1734-128-060
NEW 810	0.2748 AC	1734-128-061
NEW 811	0.2748 AC	1734-128-062
NEW 812	0.2748 AC	1734-128-063
NEW 813	0.2748 AC	1734-128-064
NEW 814	0.2748 AC	1734-128-065
NEW 815	0.2748 AC	1734-128-066
NEW 816	0.2748 AC	1734-128-067
NEW 817	0.2748 AC	1734-128-068
NEW 818	0.2748 AC	1734-128-069
NEW 819	0.2748 AC	1734-128-070
NEW 820	0.2748 AC	1734-128-071
NEW 821	0.2748 AC	1734-128-072
NEW 822	0.2748 AC	1734-128-073
NEW 823	0.2748 AC	1734-128-074
NEW 824	0.2748 AC	1734-128-075
NEW 825	0.2748 AC	1734-128-076
NEW 826	0.2748 AC	1734-128-077
NEW 827	0.2748 AC	1734-128-078
NEW 828	0.2748 AC	1734-128-079
NEW 829	0.2748 AC	1734-128-080
NEW 830	0.2748 AC	1734-128-081
NEW 831	0.2748 AC	1734-128-082
NEW 832	0.2748 AC	1734-128-083
NEW 833	0.2748 AC	1734-128-084
NEW 834	0.2748 AC	1734-128-085
NEW 835	0.2748 AC	1734-128-086
NEW 836	0.2748 AC	1734-128-087
NEW 837	0.2748 AC	1734-128-088
NEW 838	0.2748 AC	1734-128-089
NEW 839	0.2748 AC	1734-128-090
NEW 840	0.2748 AC	1734-128-091
NEW 841	0.2748 AC	1734-128-092
NEW 842	0.2748 AC	1734-128-093
NEW 843	0.2748 AC	1734-128-094
NEW 844	0.2748 AC	1734-128-095
NEW 845	0.2748 AC	1734-128-096
NEW 846	0.2748 AC	1734-128-097
NEW 847	0.2748 AC	1734-128-098
NEW 848	0.2748 AC	1734-128-099
NEW 849	0.2748 AC	1734-128-100
NEW 850	0.2748 AC	1734-128-101
NEW 851	0.2748 AC	1734-128-102
NEW 852	0.2748 AC	1734-128-103
NEW 853	0.2748 AC	1734-128-104
NEW 854	0.2748 AC	1734-128-105
NEW 855	0.2748 AC	1734-128-106
NEW 856	0.2748 AC	1734-128-107
NEW 857	0.2748 AC	1734-128-108
NEW 858	0.2748 AC	1734-128-109
NEW 859	0.2748 AC	1734-128-110
NEW 860	0.2748 AC	1734-128-111
NEW 861	0.2748 AC	1734-128-112
NEW 862	0.2748 AC	1734-128-113
NEW 863	0.2748 AC	1734-128-114
NEW 864	0.2748 AC	1734-128-115
NEW 865	0.2748 AC	1734-128-116
NEW 866	0.2748 AC	1734-128-117
NEW 867	0.2748 AC	1734-128-118
NEW 868	0.2748 AC	1734-128-119
NEW 869	0.2748 AC	1734-128-120
NEW 870	0.2748 AC	1734-128-121
NEW 871	0.2748 AC	1734-128-122
NEW 872	0.2748 AC	1734-128-123
NEW 873	0.2748 AC	1734-128-124
NEW 874	0.2748 AC	1734-128-125
NEW 875	0.2748 AC	1734-128-126
NEW 876	0.2748 AC	1734-128-127
NEW 877	0.2748 AC	1734-128-128
NEW 878	0.2748 AC	1734-128-129
NEW 879	0.2748 AC	1734-128-130
NEW 880	0.2748 AC	1734-128-131
NEW 881	0.2748 AC	1734-128-132
NEW 882	0.2748 AC	1734-128-133
NEW 883	0.2748 AC	1734-128-134
NEW 884	0.2748 AC	1734-128-135
NEW 885	0.2748 AC	1734-128-136
NEW 886	0.2748 AC	1734-128-137
NEW 887	0.2748 AC	1734-128-138
NEW 888	0.2748 AC	1734-128-139
NEW 889	0.2748 AC	1734-128-140
NEW 890	0.2748 AC	1734-128-141
NEW 891	0.2748 AC	1734-128-142
NEW 892	0.2748 AC	1734-128-143
NEW 893	0.2748 AC	1734-128-144
NEW 894	0.2748 AC	1734-128-145
NEW 895	0.2748 AC	1734-128-146
NEW 896	0.2748 AC	1734-128-147
NEW 897	0.2748 AC	1734-128-148
NEW 898	0.2748 AC	1734-128-149
NEW 899	0.2748 AC	1734-128-150
NEW 900	0.2748 AC	1734-128-151
NEW 901	0.2748 AC	1734-128-152
NEW 902	0.2748 AC	1734-128-153
NEW 903	0.2748 AC	1734-128-154
NEW 904	0.2748 AC	1734-128-155
NEW 905	0.2748 AC	1734-128-156
NEW 906	0.2748 AC	1734-128-157
NEW 907	0.2748 AC	1734-128-158
NEW 908	0.2748 AC	1734-128-159
NEW 909	0.2748 AC	1734-128-160
NEW 910	0.2748 AC	1734-128-161
NEW 911	0.2748 AC	1734-128-162
NEW 912	0.2748 AC	1734-128-163
NEW 913	0.2748 AC	1734-128-164
NEW 914	0.2748 AC	1734-128-165
NEW 915	0.2748 AC	1734-128-166
NEW 916	0.2748 AC	1734-128-167
NEW 917	0.2748 AC	1734-128-168
NEW 918	0.2748 AC	1734-128-169
NEW 919	0.2748 AC	1734-128-170
NEW 920	0.2748 AC	1734-128-171
NEW 921	0.2748 AC	1734-128-172
NEW 922	0.2748 AC	1734-128-173
NEW 923	0.2748 AC	1734-128-174
NEW 924	0.2748 AC	1734-128-175
NEW 925	0.2748 AC	1734-128-176
NEW 926	0.2748 AC	1734-128-177
NEW 927	0.2748 AC	1734-128-178
NEW 928	0.2748 AC	1734-128-179
NEW 929	0.2748 AC	1734-128-180
NEW 930	0.2748 AC	1734-128-181
NEW 931	0.2748 AC	1734-128-182
NEW 932	0.2748 AC	1734-128-183
NEW 933	0.2748 AC	1734-128-184
NEW 934	0.2748 AC	1734-128-185
NEW 935	0.2748 AC	1734-128-186
NEW 936	0.2748 AC	1734-128-187
NEW 937	0.2748 AC	1734-128-188
NEW 938	0.2748 AC	1734-128-189
NEW 939	0.2748 AC	1734-128-190
NEW 940	0.2748 AC	1734-128-191
NEW 941	0.2748 AC	1734-128-192
NEW 942	0.2748 AC	1734-128-193
NEW 943	0.2748 AC	1734-128-194
NEW 944	0.2748 AC	1734-128-195
NEW 945	0.2748 AC	1734-128-196
NEW 946	0.2748 AC	1734-128-197
NEW 947	0.2748 AC	1734-128-198
NEW 948	0.2748 AC	1734-128-199
NEW 949	0.2748 AC	1734-128-200
NEW 950	0.2748 AC	1734-128-201
NEW 951	0.2748 AC	1734-128-202
NEW 952	0.2748 AC	1734-128-203
NEW 953	0.2748 AC	1734-128-204
NEW 954	0.2748 AC	1734-128-205
NEW 955	0.2748 AC	1734-128-206
NEW 956	0.2748 AC	1734-128-207
NEW 957	0.2748 AC	1734-128-208
NEW 958	0.2748 AC	1734-128-209
NEW 959	0.2748 AC	1734-128-210
NEW 960	0.2748 AC	1734-128-211
NEW 961	0.2748 AC	1734-128-212
NEW 962	0.2748 AC	1734-128-213
NEW 963	0.2748 AC	1734-128-214
NEW 964	0.2748 AC	1734-128-215
NEW 965	0.2748 AC	1734-128-216
NEW 966	0.2748 AC	1734-128-217
NEW 967	0.2748 AC	1734-128-218
NEW 968	0.2748 AC	1734-128-219
NEW 969	0.2748 AC	1734-128-220
NEW 970	0.2748 AC	1734-128-221
NEW 971	0.2748 AC	1734-128-222
NEW 972	0.2748 AC	1734-128-223
NEW 973	0.2748 AC	1734-128-224
NEW 974	0.2748 AC	1734-128-225
NEW 975	0.2748 AC	1734-128-226
NEW 976	0.2748 AC	1734-128-227
NEW 977	0.2748 AC	1734-128-228
NEW 978	0.2748 AC	1734-128-229
NEW 979	0.2748 AC	1734-128-230
NEW 980	0.2748 AC	1734-128-231
NEW 981	0.2748 AC	1734-128-232
NEW 982	0.2748 AC	1734-128-233
NEW 983	0.2748 AC	1734-128-234
NEW 984	0.2748 AC	1734-128-235
NEW 985	0.2748 AC	1734-128-236
NEW 986	0.2748 AC	1734-128-237
NEW 987	0.2748 AC	1734-128-238
NEW 988	0.2748 AC	1734-128-239
NEW 989	0.2748 AC	1734-128-240
NEW 990	0.2748 AC	1734-128-241
NEW 991	0.2748 AC	1734-128-242
NEW 992	0.2748 AC	1734-128-243
NEW 993	0.2748 AC	1734-128-244
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NEW 996	0.2748 AC	1734-128-247
NEW 997	0.2748 AC	1734-128-248
NEW 998	0.2748 AC	1734-128-249
NEW 999	0.2748 AC	1734-128-250
NEW 1000	0.2748 AC	1734-128-251
NEW 1001	0.2748 AC	1734-128-252
NEW 1002	0.2748 AC	1734-128-253
NEW 1003	0.2748 AC	1734-128-254
NEW 1004	0.2748 AC	1734-128-255
NEW 1005	0.2748 AC	1734-128-256
NEW 1006	0.2748 AC	1734-128-257
NEW 1007	0.2748 AC	1734-128-258
NEW 1008	0.2748 AC	1734-128-259
NEW 1009	0.2748 AC	1734-128-260
NEW 1010	0.2748 AC	1734-128-261
NEW 1011	0.2748 AC	1734-128-262
NEW 1012	0.2748 AC	1734-128-263
NEW 1013	0.2748 AC	1734-128-264
NEW 1014	0.2748 AC	1734-128-265
NEW 1015	0.2748 AC	1734-128-266
NEW 1016	0.2748 AC	1734-128-267
NEW 1017	0.2748 AC	1734-128-268
NEW 1018	0.2748 AC	1734-128-269
NEW 1019	0.2748 AC	1734-128-270
NEW 1020	0.2748 AC	1734-128-271
NEW 1021	0.2748 AC	1734-128-272
NEW 1022	0.2748 AC	1734-128-273
NEW 1023	0.2748 AC	1734-128-274
NEW 1024	0.2748 AC	1734-128-275
NEW 1025	0.2748 AC	1734-128-276
NEW 1026	0.2748 AC	1734-128-277
NEW 1027	0.2748 AC	1734-128-278
NEW 1028	0.2748 AC	1734-128-279
NEW 1029	0.2748 AC	1734-128-280
NEW 1030	0.2748 AC	1734-128-281
NEW 1031	0.2748 AC	1734-128-282
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NEW 1034	0.2748 AC	1734-128-285



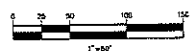
17-34-129-050
M/I HOMES OF CINCINNATI
O.R. 3359 PG. 138
6.1110 ACRES REMAINING
SR 121-34
SR 25-16
SR 7-152

REGENCY PARK ESTATES
SECTION 11A
P.B. 90 PG. 13-15

REGENCY PARK ESTATES
SECTION 2
P.B. 73 PG. 77-79

THE ESTATES AT HAWTHORNE MANOR
SECTION 3
P.B. 61 PG. 41-43

THE ESTATES AT HAWTHORNE MANOR
SECTION 4
P.B. 86 PG. 93-95



CURVE	LENGTH	RADIUS	CHORD	CHORD
C43	314.18	200.00	800.00	282.84
C44	23.25	175.00	725.00	23.25
C45	34.89	35.00	800.00	49.62
C46	87.77	215.00	800.00	243.01
C47	290.67	185.00	800.00	261.63
C48	54.85	35.00	800.00	49.59
C49	39.53	35.00	800.00	49.59
C50	22.24	185.00	725.00	22.24
C51	21.28	180.00	735.41	21.28
C52	37.54	40.00	800.00	243.21
C53	1.87	215.00	1700.00	5.82
C54	48.08	215.00	1745.31	47.85
C55	48.08	215.00	1745.31	47.85
C56	48.08	215.00	1745.31	47.85
C57	48.08	215.00	1745.31	47.85
C58	48.08	215.00	1745.31	47.85
C59	48.08	215.00	1745.31	47.85
C60	48.08	215.00	1745.31	47.85
C61	48.08	215.00	1745.31	47.85
C62	48.08	215.00	1745.31	47.85
C63	10.00	185.00	3325.00	10.00
C64	138.29	185.00	4124.00	138.29
C65	130.28	185.00	4070.57	130.28
C66	15.07	185.00	4320.00	15.07

* THE MINIMUM OPENING ELEVATIONS (MOE) SHOWN HEREON ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR REGENCY PARK SECTION 11, DATED MAY 30, 2014 AND REVISED MARSH JO. 2015 AND RESURVES PROPER DRAINAGE AWAY FROM THE FOUNDATION.

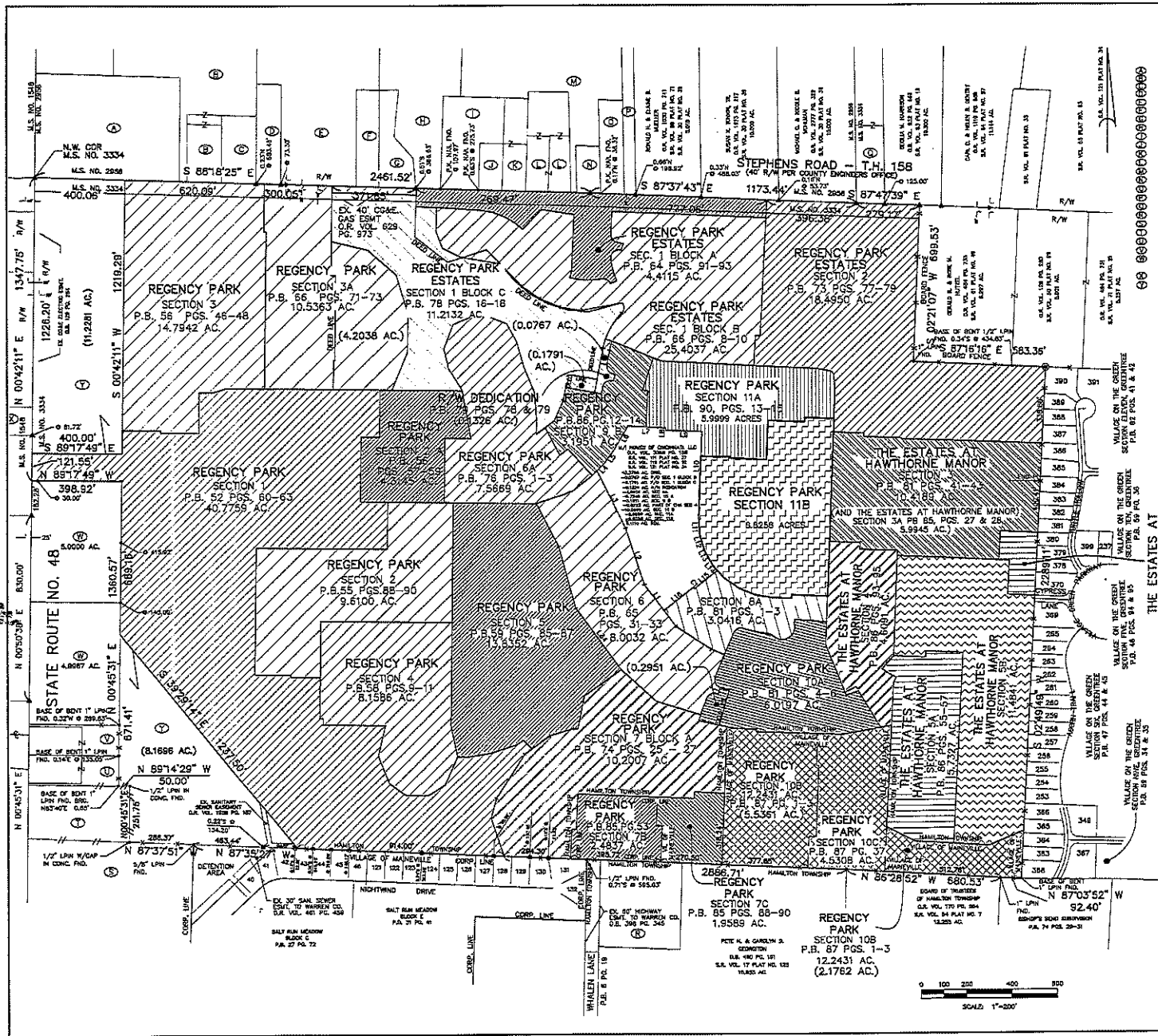
FINAL FIRST FLOOR ELEVATIONS AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN AND THE GRADING AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.

LOT NO.	MOE	REAR YARD
590	840.3	
591	841.0	
592	841.0	
593	841.5	
594	843.2	
595	843.2	
596	843.2	
597	843.2	
598	843.2	
599	843.2	
600	843.2	
601	843.2	
602	843.2	
603	843.2	
604	843.2	
605	843.2	
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614	843.2	
615	843.2	
616	843.2	
617	843.2	
618	843.2	
619	843.2	
620	843.2	
621	843.2	
622	843.2	
623	843.2	
624	843.2	
625	843.2	
626	843.2	
627	843.2	
628	843.2	
629	843.2	
630	843.2	
631	843.2	
632	843.2	
633	843.2	
634	843.2	
635	843.2	
636	843.2	
637	843.2	

NOTES:

- 1) ○ - DENOTES 3/8" IRON PIN W/ CAP SET PREVIOUSLY
- 2) ⊙ - DENOTES 1" IRON PIN W/ CAP SET PREVIOUSLY
- 3) △ - DENOTES MAG NAIL SET PREVIOUSLY
- 4) ● - DENOTES 5/8" IRON PIN WITH CAP TO BE SET IN SECTION 11B, UNLESS OTHERWISE NOTED.
- 5) ⊙ - DENOTES 1" IRON PIN WITH CAP TO BE SET IN SECTION 11B, UNLESS OTHERWISE NOTED.
- 6) △ - DENOTES MAG NAIL TO BE SET IN SECTION 11B, UNLESS OTHERWISE NOTED.
- 7) DOCUMENTS USED: AS SHOWN.
- 8) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
- 9) OCCUPATION IN GENERAL FITS SURVEY
- 10) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- 11) ALL LOTS SHALL BE SUBJECT TO A 4 FEET MINIMUM SIDEYARD SETBACK/10 FEET TOTAL FOR BOTH SIDES AND 20 FEET MINIMUM REAR YARD SETBACK.
- 12) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FOUR (4) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND TEN (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.
- 13) ALL LOTS SHALL PROVIDE TWO (2) UNOBSTRUCTED, OFF STREET PARKING SPACES, EXCLUSIVE OF DRIVE DRIVEWAYS.
- 14) PUE - DENOTES PUBLIC UTILITY EASEMENT

Evans CivilPro Engineers, LLC Consulting Engineers & Surveyors 3330 Irwin-Simpson Road Mason, Ohio 45040 (513) 268-4728	REGENCY PARK SECTION 11B SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO	OK'D BY DWN BY TDA JLN: ECM/05 DATE: 6/12/15
	SCALE: 1 INCH = 50 FEET	SHY 2 OF 3



ADJOINERS

WARREN C. & GLADYS D. HARGOURT O.R. VOL. 382 PG. 803 6.825 AC. REM.
 CHARLOTTE L. RANKIN O.R. VOL. 246 PG. 173 0.91 AC. & 0.13 AC.
 STANLEY M. & ELLEN HEDGECOCK O.R. VOL. 384 PG. 177 1.073 AC.
 VERA M. PROFFER O.R. VOL. 384 PG. 803 1.139 AC.
 JAMES F. & MARY ELLEN YAGEL O.R. VOL. 413 PG. 328 11.494 AC. REM.
 DANIEL B. BISHOP O.R. VOL. 1166 PG. 373 1.000 AC.
 BRUCE E. & JUDITH G. LEVIER O.R. VOL. 909 PG. 401 S.R. VOL. 87 PLAT NO. 85 1.0894 AC.
 BRUCE E. & JUDITH G. LEVIER O.R. VOL. 909 PG. 401 S.R. VOL. 87 PLAT NO. 85 4.0310 AC.
 JAMES M. SANDRA L. FERESOLE O.R. VOL. 159 PG. 450 S.R. VOL. 53 PLAT NO. 44 2.109 AC.
 ROY & JUNE O'HARA D.S. PL. 183 0.30 AC.
 FLD M. BIRCHIN O.R. VOL. 192 PG. 624 & 0.8 1300/713 0.558 AC. & 0.538 AC.
 WEBSTER B. & MARY H. WEBER O.R. VOL. 547 PG. 353 & O.R. VOL. 081 PG. 533 123.81 AC. REM.
 EDGE GILPIN O.R. VOL. 1124 PG. 355 0.50 AC.
 DONALD DAVIS O.R. VOL. 2538 PG. 509 1.00 AC.
 OTTERRON WAINWELL, LLC O.R. VOL. 4554 PG. 133 5.010 AC.
 UNITED STATES POSTAL SERVICE O.R. VOL. 508 PG. 748 S.R. VOL. 78 PLAT NO. 7 2.5337 AC.
 MODERN REAL ESTATE SALES O.R. VOL. 5275 PG. 257
 PHILLIP D. & MARY E. HOLLADAY O.R. VOL. 318 PG. 307 S.R. VOL. 23 PLAT NO. 18 0.874 AC. & 0.555 AC.
 BOARD OF HAMILTON TWP. TRUSTEES O.R. VOL. 1833 PG. 298 S.R. VOL. 110 PLAT NO. 27 3.0000 AC. & 4.9867 AC.
 CONNORATI SAGA TOWER HOLDINGS, LLC O.R. VOL. 3746 PG. 357 S.R. VOL. 51 PLAT NO. 35 1.14783 AC.
 MODERN REAL ESTATE SALES, LLC O.R. VOL. 1856 PG. 171; O.R. VOL. 1283 PG. 374; O.R. VOL. 1187 PG. 547; O.R. VOL. 1187 PG. 584; S.R. VOL. 121 PLAT NO. 34; S.R. VOL. 111 PLAT NO. 37; 288.9303 AC. 0960. 16.3677 AC. REM.

LINE TABLE

LINE	LENGTH	BEARING
L1	145.41'	N35°08'20"W
L2	287.42'	N17°48'24"W
L3	297.81'	N25°43'30"W
L4	44.54'	N44°09'05"E
L5	74.59'	N35°30'35"E
L6	122.78'	N29°48'44"E
L7	186.54'	S86°53'14"E
L8	10.00'	S02°09'42"W
L9	180.00'	S87°50'18"E
L10	355.00'	S02°09'42"W
L11	74.88'	S03°16'27"E
L12	78.97'	S15°53'22"E
L13	78.97'	S28°41'53"E
L14	28.96'	S41°30'25"E
L15	132.00'	S52°05'01"W
L16	165.62'	S51°04'37"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH DISTANCE
C1	8.24	475.00	0.866	S39°25'11"E	8.24

- NOTES:**
- 1) DOCUMENTS USED AS SHOWN
 - 2) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN
 - 3) OCCUPATION IN GENERAL FITS SURVEY
 - 4) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED
 - 5) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FOUR (4) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.

- LEGEND**
- ▲ - DENOTES R.R. SPIKE FOUND
 - - DENOTES 1/2" IRON PIN W/CAP FOUND UNLESS OTHERWISE NOTED
 - DENOTES WIRE FENCE, GENERALLY ALONG LINE
 - DENOTES CHAIN LINK FENCE, GENERALLY ALONG LINE
 - ⊙ - DENOTES 5/8" IRON PIN W/CAP FOUND

Evans CivilPro Engineers, LLC
 Consulting Engineers & Surveyors
 3530 Inwin-Singleton Road
 Mason, Ohio 45040
 (513) 388-1728

REGENCY PARK SECTION 11B
 SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334
 HAMILTON TOWNSHIP
 WARREN COUNTY, OHIO

CKD BY: DWN BY IDA
 EC: ECM05
 DATE: 6/12/15

SCALE: 1 INCH = 200 FEET
 SHEET 3 OF 3

SUPERIMPOSITION MAP

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30 p.m. on July 21, 2021, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey - Trustee
Joseph P. Rozzi - Trustee
Mark Sousa - Trustee

Mr. Rozzi introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 21-0721**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON SECTION ELEVEN "B" AND ELEVEN "C", IN THE
REGENCY SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE
SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Regency subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Eleven "B" (11B) and Eleven "C" (11C) shown on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

SECTION 1. Hamilton Township accepts Section Eleven "B" and Eleven "C" as shown on the attached Exhibit A of the Regency subdivision for maintenance.

SECTION 2. The speed limit in Section Eleven "B" (11B) and Eleven "C" of the Regency subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.

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

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

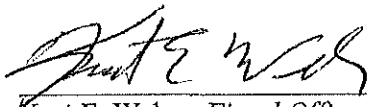
SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Sousa seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

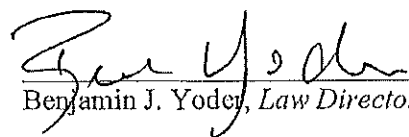
Darryl Cordrey –	Aye	<u> </u>	Nay	<u> </u>
Joseph P. Rozzi –	Aye	<u> ✓ </u>	Nay	<u> </u>
Mark Sousa –	Aye	<u> ✓ </u>	Nay	<u> </u>

Resolution adopted this 21st day of July 2021.

Attest:

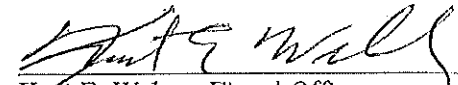

Kurt E. Weber, *Fiscal Officer*

Approved as to form:


Benjamin J. Yodey, *Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on July 21, 2021.

Date: 7/21/2021


Kurt E. Weber, *Fiscal Officer*

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1505

Adopted Date November 02, 2021

APPROVE HEALY DRIVE AND HOSTER CIRCLE IN REGENCY PARK, SECTION 11C FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Healy Drive and Hoster Circle have been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2496-T	Healy Drive	0'-29'-0'	0.139
2585-T	Hoster Circle	0'-29'-0'	0.067

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


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

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

OWNER'S CONSENT AND DEDICATION

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

ANY PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SIDEWALKS 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 PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING WALKWAYS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES; OR (4) CREATE A HAZARD.

ALSO HEREBY GRANTED TO DUKE ENERGY CORPORATION, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO NATURALLY EXISTING, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED, RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCLOSE EXISTING BUILDINGS OR ADJOINING LOTS.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUKE ENERGY CORPORATION, BELL TELEPHONE CO., TIME WARNER CABLE & THE WARREN COUNTY COMMISSIONERS.

PUBLIC SANITARY AND WATER EASEMENTS:

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

THE UNDERSIGNED FURTHER STATES THAT TO THE BEST OF HIS KNOWLEDGE ALL PERSONS AND CORPORATIONS INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LIENHOLDERS HAVE UNITED IN ITS EXECUTION.

AS TO ALL: *[Signature]*
 MI HOMES OF CINCINNATI, LLC
 BY: *[Signature]*
 GREG WILLIAMS, AREA PRESIDENT
 WITNESSES:
[Signature]
 WITNESS

STATE OF OHIO, COUNTY OF Warren
 BE IT REMEMBERED THAT ON THIS 21st DAY OF July, 2017
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME MI HOMES OF CINCINNATI, LLC BY GREG WILLIAMS, AREA PRESIDENT, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.
 NAME: *[Signature]*
 BY COMMISSION EXPIRES



DEED REFERENCE
 SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO CONTAINING A TOTAL OF 6.1110 ACRES OF THE 40.371 ACRES TRACT CONVEYED TO MI HOMES OF CINCINNATI, LLC AS DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 3068, PG. 136, RECORDERS OFFICE, WARREN COUNTY, OHIO.

SUBJECT TO HOMEOWNER'S RESTRICTIONS
 PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND LIENS SET FORTH IN THE DECLARATION, BY-LAWS AND ARTICLES OF INCORPORATION AND HOMEOWNERS ASSOCIATION OR 2150 P.G. 136 AND IS SUBJECT TO ALL SUBSEQUENT RECORDED AMENDMENTS AND SUPPLEMENTS.

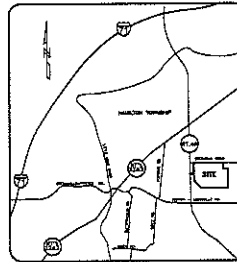
REGENCY PARK SECTION 11C

CONTAINING 6.1110 ACRES

LOCATED IN

VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO

MAY, 2017



SIDWELL TABLE		
OLD	LOT #	SIDWELL #
		17-04-126-000
NEW	033	17-04
NEW	034	17-04
NEW	035	17-04
NEW	036	17-04
NEW	037	17-04
NEW	038	17-04
NEW	039	17-04
NEW	040	17-04
NEW	041	17-04
NEW	042	17-04
NEW	043	17-04
NEW	044	17-04
NEW	045	17-04
NEW	046	17-04
NEW	047	17-04
NEW	048	17-04
NEW	049	17-04
NEW	050	17-04
NEW	051	17-04
NEW	052	17-04
NEW	053	17-04
NEW	054	17-04
NEW	055	17-04
NEW	056	17-04
NEW	057	17-04
NEW	058 PARCEL Q	17-04
NEW	STREET ROW	17-04
	NO REMAINDER	

SECTION 11B AREA SUMMARY	
LOTS	5.1105 AC
OS PARCEL Q	0.2416 AC
ROW	0.7589 AC
TOTAL	6.1110 AC

LENGTH OF ROADWAY PLATTED	
HOSTER GRICCLE	355.82'
HEALY DRIVE	725.20'
TOTAL	1081.02'



COUNTY COMMISSIONERS
 WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO, DO HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF August, 2017.
 COMMISSIONERS:
[Signatures]

COUNTY RECORDER
 FILE NO: 2017-093610
 RECEIVED ON THIS 11th DAY OF August, 2017 AT 2:35 PM.
 RECORDED IN THIS 11th DAY OF August, 2017 AT 2:35 PM.
 RECORDED IN PLAT BOOK NO. 95, PAGES 51-53.
 FEE: 65.00
 BY: *[Signature]* Linda Dda
 DEPUTY WARREN COUNTY RECORDER

COUNTY AUDITOR
 TRANSFERRED ON THIS 3 DAY OF August, 2017
 BY: *[Signature]* Mike Miller
 DEPUTY WARREN COUNTY AUDITOR

DRAINAGE STATEMENT
 UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTY (50) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES AND A EIGHT (8) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.
 THE EASEMENT AREA SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS. WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, FOR THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREA AND, IN ACCORDANCE WITH SECTION 586.08 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENT) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF SLUMP MAINS AND CULVERTS FOR PRIVATE DRIVEWAYS. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THIS PLAT.

THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING STORM SEWER, STRUCTURES, DETENTION/TRETMENT BASINS, AND PUMP MAINS.

COUNTY ENGINEER
 I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF July, 2017.
[Signature]
 WARREN COUNTY ENGINEER

COUNTY SANITARY ENGINEER
 I HEREBY APPROVE THIS PLAT ON THIS 21st DAY OF July, 2017.
[Signature]
 WARREN COUNTY SANITARY ENGINEER

WARREN COUNTY REGIONAL PLANNING COMMISSION
 THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 26th DAY OF July, 2017.
[Signature]
 EXECUTIVE DIRECTOR

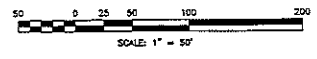
HAMILTON TOWNSHIP ZONING INSPECTOR
 I HEREBY APPROVE THIS PLAT ON THIS 16th DAY OF July, 2017.
[Signature]
 HAMILTON TOWNSHIP ZONING INSPECTOR

SCOTT R. LINDGREN, SURVEYOR NO. 7833 DATE: 6-21-17
[Signature]

THIS IS TO CERTIFY THAT THIS SURVEY PLAT IS A TRUE AND ACCURATE RESULT OF A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION AND ALL INFORMATION HAS BEEN FOUND OR SET AS SHOWN IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE (O.A.C.) 4723-37, MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

Evans CivilPro Engineers, LLC Consulting Engineers & Surveyors 4730 Dulas Drive, Suite 100 Mason, OH 45040 (513) 388-1723	REGENCY PARK SECTION 11C SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO	CKD BY DWN BY TDA IN: ECH05 DATE: 5/26/17
	SCALE:	SHT 1 OF 3
	95-81	
	PLATTED BY: CIVILPRO PLAT: 2017-093610 10/17/17 10:18:10 AM	

REGENCY PARK ESTATES
SECTION 11A
P.B. 90 PG. 13-15



CHAIN LENGTH	CHAIN NO.	CHORD	CHORD
100.00	1	100.00	0.00
100.00	2	100.00	0.00
100.00	3	100.00	0.00
100.00	4	100.00	0.00
100.00	5	100.00	0.00
100.00	6	100.00	0.00
100.00	7	100.00	0.00
100.00	8	100.00	0.00
100.00	9	100.00	0.00
100.00	10	100.00	0.00
100.00	11	100.00	0.00
100.00	12	100.00	0.00
100.00	13	100.00	0.00
100.00	14	100.00	0.00
100.00	15	100.00	0.00
100.00	16	100.00	0.00
100.00	17	100.00	0.00
100.00	18	100.00	0.00
100.00	19	100.00	0.00
100.00	20	100.00	0.00
100.00	21	100.00	0.00
100.00	22	100.00	0.00
100.00	23	100.00	0.00
100.00	24	100.00	0.00
100.00	25	100.00	0.00
100.00	26	100.00	0.00
100.00	27	100.00	0.00
100.00	28	100.00	0.00
100.00	29	100.00	0.00
100.00	30	100.00	0.00
100.00	31	100.00	0.00
100.00	32	100.00	0.00
100.00	33	100.00	0.00
100.00	34	100.00	0.00
100.00	35	100.00	0.00
100.00	36	100.00	0.00
100.00	37	100.00	0.00
100.00	38	100.00	0.00
100.00	39	100.00	0.00
100.00	40	100.00	0.00
100.00	41	100.00	0.00
100.00	42	100.00	0.00
100.00	43	100.00	0.00
100.00	44	100.00	0.00
100.00	45	100.00	0.00
100.00	46	100.00	0.00
100.00	47	100.00	0.00
100.00	48	100.00	0.00
100.00	49	100.00	0.00
100.00	50	100.00	0.00

POINT	NORTHING	EASTING
A	148775.12	148775.12
B	148775.12	148775.12
C	148775.12	148775.12

OLD	17-34-170-013	Lot 610
NEW	17-34-170-014	Lot 632
	17-34-170-015	Lot 634
	17-34-170-016	Lot 635
	17-34-170-017	Lot 636
	17-34-170-018	Lot 637
	17-34-170-019	Lot 638
	17-34-170-020	Lot 639
	17-34-170-021	Lot 640
	17-34-170-022	Lot 641
	17-34-170-023	Lot 642
	17-34-170-024	Lot 643
	17-34-170-025	Lot 644
NEW	17-34-170-026	Lot 645
NEW	17-34-180-026	Lot 646
	17-34-180-027	Lot 647
	17-34-180-028	Lot 648
	17-34-180-029	Lot 649
	17-34-180-030	Lot 650
	17-34-180-031	Lot 651
	17-34-180-032	Lot 652
	17-34-180-033	Lot 653
	17-34-180-034	Lot 654
	17-34-180-035	Lot 655
	17-34-180-036	Lot 656
NEW	17-34-180-037	Lot 657
NEW	17-34-170-027	0.7569 ac in NW
NEW	17-34-100-012	0.7569 ac in NW
NO REMEMBER	8-1-2017	

* THE MINIMUM OPENING ELEVATIONS (MOE) SHOWN HEREIN ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR REGENCY PARK SECTION 11, DATED MAY 30, 2014 AND REVERSED MARCH 23, 2017 AND SECURES PROPER DRAINAGE AWAY FROM THE FOUNDATION. FINAL FIRST FLOOR ELEVATIONS AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN AND THE GRADING AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.

LOT NO.	MOE REAR YARD	MOE OTHER
632		840.3 (3 SIDE YARD)
646	834.6	
647	836.4	
652	841.7	
658	841.4	
657	840.8	

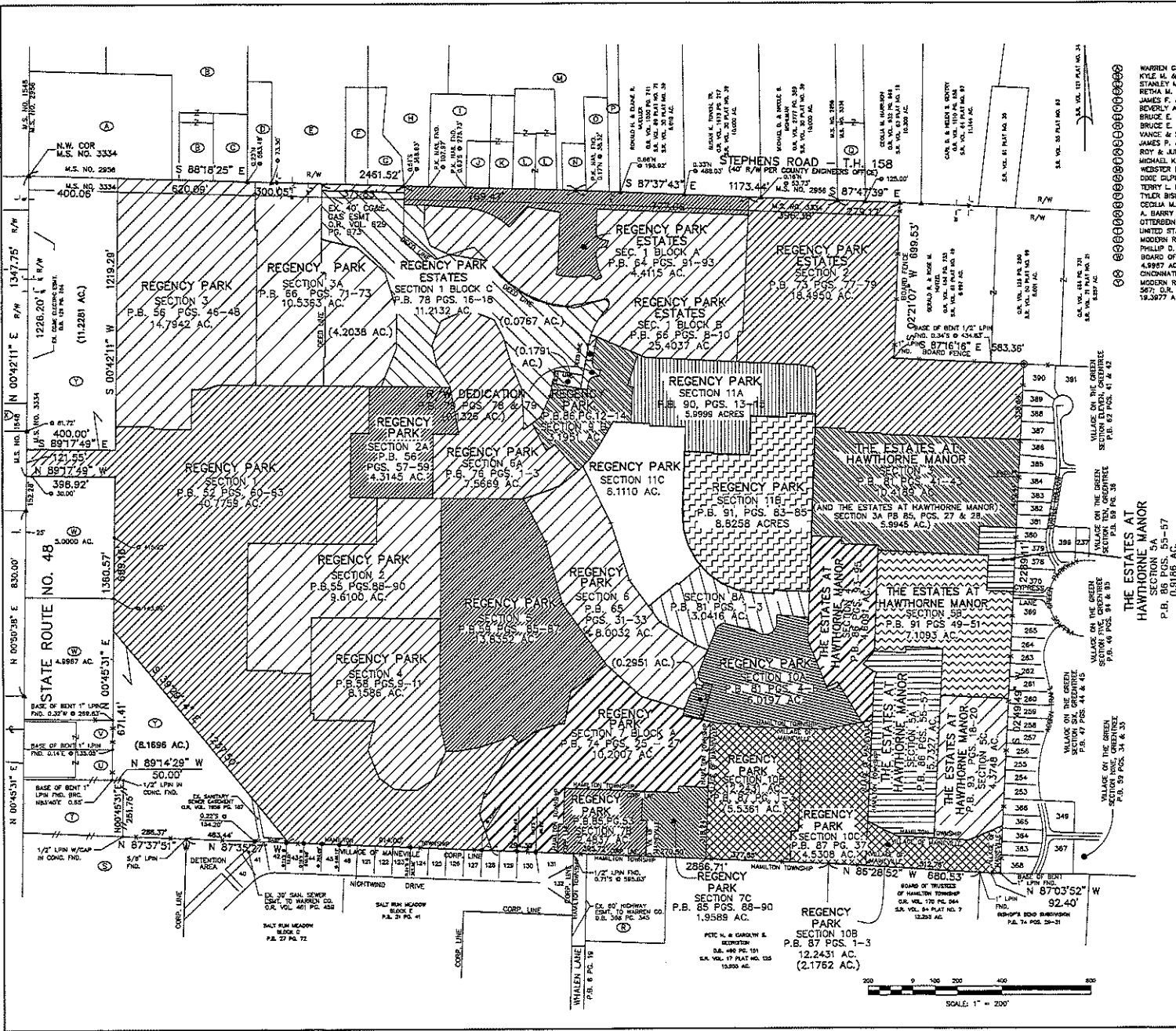
FOR BENCHMARK, GRADING AND STORM DRAINAGE INFORMATION SEE THE ABOVE REFERENCED IMPROVEMENT PLANS.

- NOTES:
- - DENOTES 5/8" IRON PIN W/CAP SET PREVIOUSLY
 - ⊙ - DENOTES 1" IRON PIN W/CAP SET PREVIOUSLY
 - △ - DENOTES MAG NAIL SET PREVIOUSLY
 - - DENOTES 5/8" IRON PIN WITH CAP TO BE SET IN SECTION 11B, UNLESS OTHERWISE NOTED.
 - ⊕ - DENOTES 1" IRON PIN WITH CAP TO BE SET IN SECTION 11B, UNLESS OTHERWISE NOTED.
 - ▲ - DENOTES MAG NAIL TO BE SET IN SECTION 11B, UNLESS OTHERWISE NOTED.
 - DOCUMENTS USED: AS SHOWN.
 - THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
 - OCCUPATION IN GENERAL FITS SURVEY
 - ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 - ALL LOTS SHALL BE SUBJECT TO A 4 FEET MINIMUM SIDEYARD SETBACK/10 FEET TOTAL FOR BOTH SIDES AND 20 FEET MINIMUM REAR YARD SETBACK.
 - ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FOUR (4) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND TEN (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.
 - ALL LOTS SHALL PROVIDE TWO (2) UNSTRUCTURED, OFF STREET PARKING SPACES, EXCLUSIVE OF GARAGE PARKING.
 - PUE - DENOTES PUBLIC UTILITY EASEMENT

Evans CivilPro Engineers, LLC Consulting Engineers & Surveyors 4700 Duke Drive, Suite 100 Mason, Ohio 45040 (513) 398-4728	REGENCY PARK SECTION 11C SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WARREN COUNTY, OHIO	OK'D BY _____ DWN BY TDA JN: ECM05 DATE: 5/31/17 SHT 2 OF 3
	SCALE: 1 INCH = 50 FEET	P:\ADMINISTRATOR\DRAWING\PLANS\REGENCY PARK\SECTION 11C\17-34-170-012.DWG

95-82

2017 BY EC-CAD, INC. FOR EVANS



ADJOINERS

WARREN C. & GLADYS D. HANCOCK Q.R. VOL. 382 PG. 803 8,828 AC. REM.
 KYLE M. & KATHRYN C. ROSE DOCUMENT NO. 2014-030609 0.91 AC, 10,742 AC. & 0.13 AC.
 STANLEY M. & EILEEN HENDRIX Q.R. VOL. 384 PG. 177 1,073 AC.
 BETH A. DROSTIE D.S. 354 PG. 881 1,136 AC.
 JAMES F. & MARY ELLEN YAEDEL Q.R. VOL. 415 PG. 325 11,494 AC. REM.
 BEVERLY AURORA BROADMEYER Q.R. VOL. 5932 PG. 826 1,000 AC.
 BRUCE E. & JUDITH G. LEVER Q.R. VOL. 909 PG. 431 S.R. VOL. 87 PLAT NO. 85 1,0504 AC.
 BRUCE E. & JUDITH G. LEVER Q.R. VOL. 909 PG. 431 S.R. VOL. 87 PLAT NO. 85 4,0310 AC.
 VANCE & SANDRA L. EVERSOLE Q.R. VOL. 159 PG. 482 S.R. VOL. 53 PLAT NO. 44 2,108 AC.
 JAMES F. & JUANITA C. COMBS Q.R. VOL. 246 PG. 157 0.50 AC.
 ROY & LUNE O'HARA D.S. 215 PG. 183 0.50 AC.
 MICHAEL KLINE DOCUMENT NO. 2015-024186 0.588 AC. & 0.539 AC.
 WEDSTER B. & MARY M. WEDSTER Q.R. VOL. 047 PG. 353 & D.R. VOL. 081 PG. 633 125.81 AC. REM.
 DOREY DUNN Q.R. VOL. 1124 PG. 388 0.50 AC.
 TERRY L. HOWARD Q.R. VOL. 4748 PG. 183 1.00 AC.
 TYLER BISHOP DOCUMENT NO. 2015-021691 S.R. VOL. 89 PLAT NO. 71 4,990 AC.
 CECILIA M. HARRISON, TR. Q.R. VOL. 2825 PG. 180 1.00 AC.
 A. BARRY & T. CHLOE BIRD D.S. 465 PG. 588 3,763 AC.
 OTTERBORN MANEVELLE, LLC Q.R. VOL. 4354 PG. 133 5,015 AC.
 UNITED STATES POSTAL SERVICE Q.R. VOL. 589 PG. 746 S.R. VOL. 78 PLAT NO. 7 2,5337 AC.
 WOODHURST REAL ESTATE SALES Q.R. VOL. 5275 PG. 257
 PHILIP D. & MARY E. HOLLADAY Q.R. VOL. 318 PG. 307 S.R. VOL. 25 PLAT NO. 16 0.674 AC. & 0.585 AC.
 BOARD OF HAMILTON TWP. TRUSTEES Q.R. VOL. 1935 PG. 298 S.R. VOL. 110 PLAT NO. 27 5,0000 AC. & 4,9987 AC.
 CONNATI SMSA TOWER HOLDINGS, LLC Q.R. VOL. 3746 PG. 367 S.R. VOL. 51 PLAT NO. 58 1,4783 AC.
 WOODHURST REAL ESTATE SALES, LLC Q.R. VOL. 1958 PG. 171 Q.R. VOL. 1293 PG. 374 Q.R. VOL. 1182 PG. 367 Q.R. VOL. 1187 PG. 584 S.R. VOL. 121 PLAT NO. 34 S.R. VOL. 111 PLAT NO. 37 5,0000 AC. 3062 19,3077 AC. REM.

THE ESTATES AT HAWTHORNE MANOR

SECTION 11C 6.1110 AC.
 SECTION 11E 8.8258 ACRES
 SECTION 11F 7.1993 AC.
 SECTION 11G 3.0416 AC.
 SECTION 11H 10.2007 AC.
 SECTION 11I 5.5351 AC.
 SECTION 11J 4.5308 AC.
 SECTION 11K 1.9585 AC.
 SECTION 11L 12.2431 AC. (2,1782 AC.)

ADJOINERS (continued):
 M/A HOMES OF CINCINNATI, LLC Q.R. VOL. 3349 PG. 138
 S.R. VOL. 111 PLAT NO. 37
 S.R. VOL. 118 PLAT NO. 51
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 S.R. VOL. 118 PLAT NO. 98
 S.R. VOL. 118 PLAT NO. 99
 S.R. VOL. 118 PLAT NO. 100

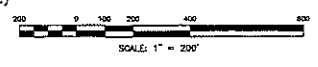
- NOTES:**
- 1) DOCUMENTS USED AS SHOWN.
 - 2) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
 - 3) OCCUPATION IN GENERAL FITS SURVEY.
 - 4) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 - 5) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE CASSEMENT FOUR (4) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.

LEGEND

- ▲ - DENOTES R.R. SPIKE FOUND
- - DENOTES 1/2" IRON PIN W/CAP FOUND UNLESS OTHERWISE NOTED
- - DENOTES WIRE FENCE, GENERALLY ALONG LINE
- - DENOTES CHAIN LINK FENCE, GENERALLY ALONG LINE
- - DENOTES 5/8" IRON PIN W/CAP FOUND

Evans CivilPro Engineers, LLC Consulting Engineers & Surveyors 4780 Duke Drive, Suite 100 Mason, Ohio 45040 (513) 399-1728	REGENCY PARK SECTION 11C SITUATED IN VIRGINIA MILITARY SURVEY NO. 3334 HAMILTON TOWNSHIP WASHINGTON COUNTY, OHIO	CKD BY DWN BY TDA JLN: ECM/MS DATE: 5/26/17
	SCALE: 1" = 200 FEET	SHEET 3 OF 3
	95-83	
	REVISIONS: 1. 5/26/17 10:30 AM BY TDA	

SUPERIMPOSITION MAP



The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30 p.m. on July 21, 2021, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey - Trustee
Joseph P. Rozzi - Trustee
Mark Sousa - Trustee

Mr. Rozzi introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 21-0721**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON SECTION ELEVEN "B" AND ELEVEN "C", IN THE
REGENCY SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE
SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Regency subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Eleven "B" (11B) and Eleven "C" (11C) shown on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

SECTION 1. Hamilton Township accepts Section Eleven "B" and Eleven "C" as shown on the attached Exhibit A of the Regency subdivision for maintenance.

SECTION 2. The speed limit in Section Eleven "B" (11B) and Eleven "C" of the Regency subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.

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

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

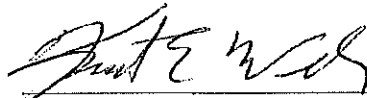
SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

Mr. Sousa seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

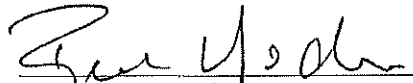
Darryl Cordrey –	Aye	<u> </u>	Nay	<u> </u>
Joseph P. Rozzi –	Aye	<u> ✓ </u>	Nay	<u> </u>
Mark Sousa –	Aye	<u> ✓ </u>	Nay	<u> </u>

Resolution adopted this 21st day of July 2021.

Attest:


Kurt E. Weber, *Fiscal Officer*

Approved as to form:


Benjamin J. Yoder, *Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on July 21, 2021.

Date: 7/21/2021


Kurt E. Weber, *Fiscal Officer*

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1506

Adopted Date November 02, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC TO INSTALL CERTAIN WATER AND/OR SANITARY SEWER IMPROVEMENTS IN RENAISSANCE II, SECTION 12 SITUATED IN THE CITY OF MIDDLETOWN

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

SECURITY AGREEMENT

Bond Number	:	21-024 (W/S)
Development	:	Renaissance II, Section 12
Developer	:	Grand Communities, LLC
Municipality	:	Middletown
Amount	:	\$7,058.02
Surety Company	:	RLI Insurance Company (Bond No. CMS0342278)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities LLC, Attn: Randy Acklin, 3940 Olympic Blvd, Suite 400, Erlanger, KY 41018
RLI Insurance Company, 525 W Buren St, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement File

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

21-024 (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
RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Renaissance II **Subdivision, Section/Phase** 12 (3) (hereinafter the "Subdivision") situated in
City of Middletown, Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$70,580.15,
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 one 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 \$7,058.02 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

Randy Acklin

3940 Olympic Boulevard, Suite 400

Erlanger, KY 41018

Ph. (859) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W Buren St., Suite 350

Chicago, IL 60607

Ph. (312) 445 - 9742

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.

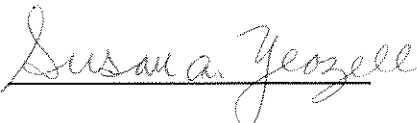
DEVELOPER: Grand Communities, LLC
A Kentucky Limited Liability Company

SURETY: RLI Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

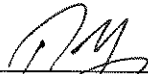
DATE: 8/00/01

DATE: August 18, 2021

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1506, dated 11-2-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: David G. Young


TITLE: President

DATE: 11-2-21

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR / Adam Nice, A.P.A.

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. CMS0342278

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W Buren Street, Suite 350, Chicago, IL 60607, 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 Seven Thousand Fifty-Eight and 02/100 Dollars, (\$ 7,058.02), 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 18th day of August, 2021.

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, Section 12 Subdivision

in City of Middletown, Franklin 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 18th day of August, 2021, 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 525 W Buren Street, Suite 350, Chicago, IL 60607 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:



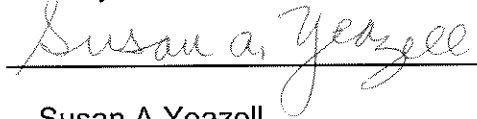
Its:

Todd E. Huss
President

RLI Insurance Company

Surety

By:



Susan A. Yeazell

Its:

Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 18th day of August, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1507

Adopted Date November 02, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN AUBURN GROVE, SITUATED IN THE CITY OF SOUTH LEBANON

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

AGREEMENT

Bond Number	:	21-025 (W/S)
Development	:	Auburn Grove
Developer	:	M/I Homes of Cincinnati, LLC
Municipality	:	City of South Lebanon
Amount	:	\$257,396.75
Surety Company	:	Argonaut Insurance Company (SUR0070736)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: M/I Homes of Cincinnati, LLC; 9349 Waterstone Blvd, Suite 100, Cincinnati, OH 45249
Argonaut Insurance Co, 13100 Wortham Center Drive, Suite 290, Houston, TX 77065
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.
21-025 (w/s)
Bond # SUR0070736

This Agreement made and concluded at Lebanon, Ohio, by and between _____
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Argonaut Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in _____
Auburn Grove **Subdivision (3)** (hereinafter the "Subdivision") situated in
Village of South Lebanon (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$197,997.50,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$197,997.50; 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 \$257,396.75 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 \$19,799.75 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:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd. #100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

Argonaut Insurance Company

13100 Wortham Center Drive, Suite 290,

Houston, TX 77065

Ph. (281) 640 - 7920

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)

XX **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.**

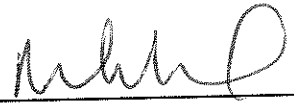
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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: 

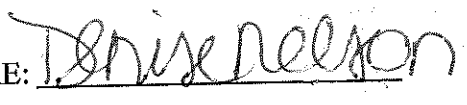
PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 10/20/2021

SURETY:

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

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: 10/19/2021

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 21-1507, dated 11-2-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David G. Young

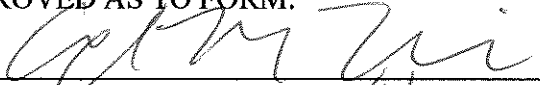
TITLE: President

DATE: 11-2-21

RECOMMENDED BY:

By: 
DEP. **SANITARY ENGINEER**

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR *Adam M. Nia, A.P.A.*

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

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Denise Nelson, Michael Ward, Deborah L. Williams, Stephanie McQuillen, Shelley M. Kuhn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,621,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.



by: _____

Joshua C. Betz

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 19th day of October, 2021.



James Bluzard

James Bluzard, Vice President-Surety

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

Resolution

Number 21-1508

Adopted Date November 02, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH RED HAWK LAND, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 4C SITUATED IN THE VILLAGE OF MORROW

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

SECURITY AGREEMENT

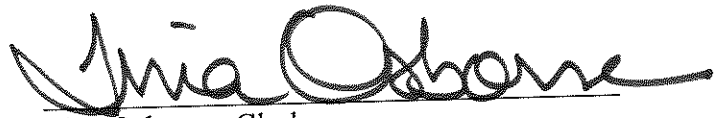
Bond Number	:	21-023 (W/S)
Development	:	The Woodlands at Morrow, Phase 4C
Developer	:	Red Hawk Land, LLC
Location	:	Village of Morrow
Amount	:	\$16,462.55
Surety Company	:	Great American Insurance Group (CA4102230)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Red Hawk Land, LLC, 3400 Werk Rd., Cincinnati, OH 45211
Great American Insurance Group, 301 E 4th Street, Cincinnati, OH 45202
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

CA 4102230

21-023 015

This Agreement made and concluded at Lebanon, Ohio, by and between Red Hawk Land, LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Great American Insurance Group (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Woodlands
at Morrow **Subdivision, Section/Phase** 4C (3) (hereinafter the "Subdivision") situated in
(4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$164,625.54,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
-0-; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 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 \$16,462.55 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:

Red Hawk Land, LLC

3400 Werk Rd

Cincinnati, OH 45211

Ph. (513) 451 - 2611

D. To the Surety:

Great American Insurance Group

301 E 4th Street

Cincinnati, OH 45202

Ph. (513) 369-5000

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER: Red Hawk Land, LLC

SURETY: Great American Insurance Group

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

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

SIGNATURE: Mary S Allen

SIGNATURE: Timothy J. Iori

PRINTED NAME: Mary S. Allen

PRINTED NAME: Timothy J. Iori

TITLE: Managing member

TITLE: Attorney in Fact

DATE: 9-30-2021

DATE: 9/28/2021

[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 21-1508, dated 11-2-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____

PRINTED NAME: David G. Young

TITLE: President

DATE: 11-2-21

RECOMMENDED BY:

By: _____
SANITARY ENGINEER

APPROVED AS TO FORM:

By: _____
COUNTY PROSECUTOR

Key:

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **THREE**

No. 0 21554

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
TIMOTHY J. IORI	ALL OF	ALL
JAMES L. IORI	CINCINNATI, OHIO	\$100,000,000
ANTHONY L. IORI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of NOVEMBER 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-577-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 11TH day of NOVEMBER, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of September 2021



Assistant Secretary

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

Resolution

Number 21-1509

Adopted Date November 02, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH PORTERS HEATH, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PORTERS HEATH SUBDIVISION, SITUATED IN HAMILTON TOWNSHIP

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

AGREEMENT

Bond Number	:	21-026 (W/S)
Development	:	Porters Heath
Developer	:	Porters Heath LLC
Municipality	:	Hamilton Township
Amount	:	\$10,614.04
Surety Company	:	Great Midwest Insurance (GM213092)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: Porters Heath LLC, ATTN Bethany Heath, 1243 Nunner Road, Maineville, OH 42039
Great Midwest Insurance Company, 800 Gessner Rd, Suite 600, Houston TX 77024
Water/Sewer (file)
Bond Agreement file

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$10,614.04 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:

Porters Heath LLC

ATTN Bethany P Heath

1243 Nunner Road

Maineville, OH 42039

Ph. (513) 490 - 1278

D. To the Surety:

Great Midwest Insurance Company

800 Gessner Rd Ste 600

Houston, TX 77024

Ph. (800) 438 - 1162

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Bethany Heath

PRINTED NAME: Bethany Heath

TITLE: Owner

DATE: 10-21-2021

SURETY:

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

SIGNATURE: David Gonsalves

PRINTED NAME: David Gonsalves

TITLE: Attorney in fact


DATE: 10/20/2021



[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 21-1509, dated 11-2-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

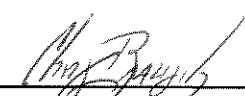
SIGNATURE: 

PRINTED NAME: David G. Young

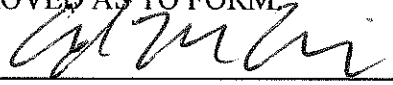
TITLE: President

DATE: 11-2-21

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

David Gonsalves

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

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

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

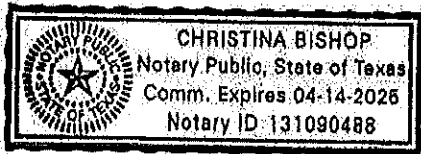


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 20th Day of October, 2021.



BY [Signature] Leslie K. Shaunty Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Resolution

Number 21-1510

Adopted Date November 02, 2021

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH PORTERS HEATH, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR PORTERS HEATH SUBDIVISION SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	21-020 (P)
Development	:	Porters Heath Subdivision
Developer	:	Porters Heath, LLC
Township	:	Hamilton
Amount	:	\$69,189.84
Surety Company	:	Great Midwest Insurance Company (GM213087)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

GM213087 21-020(P)

This Agreement made and concluded at Lebanon, Ohio, by and between Porters Heath LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Great Midwest Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Porters Heath
Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in
Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$345,994.68,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$21,312.18; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$69,189.84 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$69,189.84 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Porters Heath LLC

1243 Nunner Road

Maineville, OH 45039

Ph. () -

D. To the Surety:

Great Midwest Insurance Company

800 Gessner Rd Ste 600

Houston, TX 77024

Ph. (800) 438 - 1162

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

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

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

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

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: Bethany Heath

PRINTED NAME: Bethany Heath

TITLE: owner

DATE: 10-8-2021

SURETY:

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

SIGNATURE: David Gonsalves

PRINTED NAME: David Gonsalves

TITLE: Attorney in fact


DATE: 10/07/2021



[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 21-1510, dated 11-2-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: David G. King

TITLE: President

DATE: 11-2-21

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

David Gonsalves

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

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

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

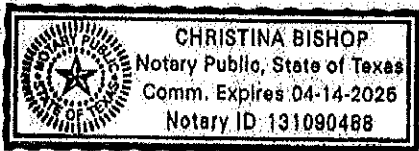


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 7th Day of October, 2021.



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Resolution

Number 21-1511

Adopted Date November 02, 2021

APPROVE VARIOUS RECORD PLATS

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

- Porters Heath Subdivision – Hamilton Township
- Charleston Place, 4th Addition – Turtlecreek Township

BE IT FURTHER RESOLVED, to authorize the County Administrator to approve the following Record Plat:

- Chimney Ridge Subdivision, Section 1 – Hamilton Township

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 21-1512

Adopted Date November 02, 2021

APPROVE A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #11011112 AND AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the fourth and fifth disbursement of their mandated share for SFY 2021-2022 be transferred into the Human Services Public Assistance Fund #2203; and

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

Supplemental Appropriation

\$ 2,660.00 into #11011112-5742 (Commissioners Grants - Public Assistance)

Operational Transfer

\$ 32,928.84 from #11011112-5742 (Commissioners Grants - Public Assistance)
into #2203-49000 (Human Services - Public Assistance)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor _____
Operational Transfer file
Supplemental Appropriation file
Human Services (file)
OMB

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

Resolution

Number 21-1513

Adopted Date November 02, 2021

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO HUMAN SERVICES FUND #2203

WHEREAS, supplemental appropriations are necessary to cover additional expenses expected thru calendar year 2021; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations into fund #2203

\$10,000.00	into	#22035310-5210	(Material & Supplies)
\$70,000.00	into	#22035310-5400	(Purchased Services)
\$71,000.00	into	#22035310-5410	(Contracts, BOCC Approved)
\$5,500.00	into	#22035310-5430	(Utilities)
\$5,000.00	into	#22035310-5820	(Health and Life Insurance)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Human Services (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1514

Adopted Date November 02, 2021

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO DOG AND KENNEL FUND #2206

BE IT RESOLVED, to approve the following supplemental appropriations into the Dog & Kennel Fund #2206:

\$ 540.00	into	#22062700-5400	(Purchased Services)
\$9,500.00	into	#22062700-5210	(Materials & Supplies)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App file
Dog & Kennel (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1515

Adopted Date November 02, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4495 as follows:

\$80,000.00 into 44953712-5320 (Capital Purchases)

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1516

Adopted Date November 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 5,000.00 from #11011223-5102 (Regular Salaries)
 into #11011223-5850 (Training/Education)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1517

Adopted Date November 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #2283

BE IT RESOLVED, to approve the following appropriation adjustment:

\$400.00 from #22831280-5910 (Other Expense)
 into #22831280-5911 (Non-Taxable Meal Fringe)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1518

Adopted Date November 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#10111240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court fund #11011240:

\$ 10,000.00	from	11011240-5415	(Juv Ct Attorney-Indigent)
	into	11011240-5400	(Juv Ct Purchased Services)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1519

Adopted Date November 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN HUMAN SERVICES FUND #2204

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00	from	#22045310-5400	(Purchased Services)
	into	#22045310-5820	(Health and Life Insurance)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Human Services (file)

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

Resolution

Number 21-1520

Adopted Date November 02, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE SOLID WASTE
MANAGEMENT DISTRICT FUND #2256

WHEREAS, funds are needed to cover anticipated costs related to contracting services for the
Solid Waste Plan five-year update; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

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

\$17,000.00 from #22564410-5102 (Salaries)
into #22564410-5410 (Contracts BOCC Approved)

\$10,000.00 from #22564410-5820 (Health & Life Insurance)
into #22564410-5410 (Contracts BOCC Approved)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Solid Waste (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1521

Adopted Date November 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$1,000.00	from	#22997000-5912	(Transit – Admin Costs)
	into	#22997000-5940	(Transit – Travel)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adj. file
Transit (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1522

Adopted Date November 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 19,450.00 from #44923822-5400 (Purchased Services)
into #44923822-5317 (Non-Capital Purchases)

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


Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1523

Adopted Date November 02, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs costs pertaining to uniform clothing and personal equipment; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$2,500.00	from	55103200-5998	(Reserve/Contingency)
	into	55103200-5855	(Clothing/Personal Equipment)

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1524

Adopted Date November 02, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	OHIO STATE UNIVERSITY	TEL RENEWAL VMWARE MAINT & LIC	\$ 32,050.91
ENG	ALAN WHITE EXCAVATING LLC	LYTLE 5/BUNNELL HILL SANITARY SEWER/STONECASH	\$ 18,987.92
TEL	CDW LLC	CISCO CATALYST 9200L NETWORK ESSENTIAL SWITCH	\$ 17,451.42
HUM	ABUSE & RAPE CRISIS SHELTER OF WARREN COUNTY	HUM ARC PRC CONTRACT	\$ 15,000.00

11/2/2021 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 21-1525

Adopted Date November 2, 2021

APPROVE BRAUSCH PUD STAGE 2 IN UNION TOWNSHIP SUBJECT TO CONDITIONS

WHEREAS, this Board met this 2nd day of November 2021, in the Commissioners' Meeting Room to consider the Brausch Stage 2 in Union Township; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission and all those present to speak in favor of or in opposition to said revision; and

NOW THEREFORE BE IT RESOLVED, to approve the Brausch Stage 2 PUD in Union Township subject to the following conditions:

1. Compliance with the Warren County Rural Zoning Code (in effect at the time of PUD Stage 1 approval) and the PUD Stage 1 BOCC conditions of approval (Resolution#: 03-1964).
2. Signage and lighting shall not be permitted.
3. Provide rendering (s) of structures utilized for business practices.
4. Any changes to the intensity of the operation requires a landscape buffer from adjoining residential property.
5. An Access Permit is required is required through the Warren County Engineer's Office.

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

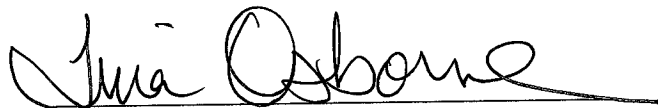
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC (file)
Administrative Hearing file
Applicant

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1526

Adopted Date November 02, 2021

APPROVE 2.57 MILL REDUCTION IN THE RATE OF PROPERTY TAX CURRENTLY BEING LEVIED

WHEREAS, pursuant to Ohio Revised Code Section 5705.313, a Board of County Commissioners is authorized to adopt a resolution reducing the rate of any property tax the County is currently levying for current expenses within the ten-mill limitation while still protecting this unlevied millage from being levied by any other taxing authority; and

WHEREAS, the current minimum mandate millage rate for the county is 2.57 mills; and

WHEREAS, it is the desire of this Board to levy a reduced amount of 0.00 mills for the 2021 tax year payable in 2022 which will thereby cause 2.57 mills of entitlement not to be levied during said period; and

NOW THEREFORE BE IT RESOLVED, pursuant to Ohio Revised Code Section 5705.313 to reduce the amount of minimum mandate millage by 2.57 mills for the 2021 tax year payable in 2022 which will thereby causing 0.00 mills to be levied during said period; and

BE IT FURTHER RESOLVED, to prohibit any other taxing authority from levying this unlevied inside millage; and

BE IT FURTHER RESOLVED, that this Board shall conduct an annual review of the current expenses for the County in June of each year (through the Tax Budget process) to determine if a tax mill reduction shall be continued.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: M. Nolan (certified)
Auditor
Budget (file)
T. Zindel

Resolution

Number 21-1527

Adopted Date November 02, 2021

APPROVE 1.21 MILL REDUCTION IN THE RATE OF PROPERTY TAX CURRENTLY BEING LEVIED RELATIVE TO THE SENIOR CITIZEN SERVICES LEVY

WHEREAS, the Warren County Commissioners and the Warren County Auditor, in conjunction with the Council on Aging of Southwestern Ohio has determined that there is sufficient carryover balance to sustain the operation; and

WHEREAS, the current millage being levied relative to the Senior Citizen Services Levy is 1.21 mills; and

WHEREAS, it is the desire of this Board to levy a reduced amount of 0.00 mills for the 2021 tax year payable in 2022 which will thereby cause the 1.21 mills not to be levied during said period; and

NOW THEREFORE BE IT RESOLVED, to reduce the amount of the Senior Citizen Services Levy by 1.21 for the 2021 tax year payable in 2022 which will thereby cause 0.00 mills to be levied during said period; and

BE IT FURTHER RESOLVED, that this Board shall conduct an annual review of the current expenses for the County in June of each year (through the Tax Budget process) to determine if a continue levy reduction shall be continued.

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

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

Resolution adopted this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: M. Nolan (certified)
Auditor
Budget (file)
T. Zindel