

Resolution

Number 21-1363

Adopted Date October 12, 2021

APPROVE PROMOTION OF DOUG INGRAM TO THE POSITION OF MAINTENANCE FOREMAN WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, the Sanitary Engineer of the Water and Sewer Department recommends the promotion of Doug Ingram, to the position of Maintenance Foreman; and

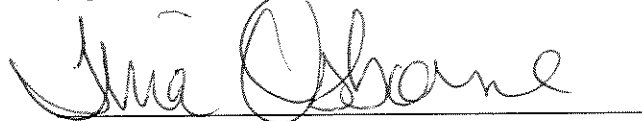
NOW THEREFORE BE IT RESOLVED, to approve the promotion of Doug Ingram to the position of Maintenance Foreman within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #20, \$29.22, effective pay period starting October 9, 2021.

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR:

cc: Water/Sewer (file)
D. Ingram personnel file
OMB – Sue Spencer
T. Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1364

Adopted Date October 12, 2021

ACCEPT RESIGNATION OF JOSEPH ESSIG, WATER DISTRIBUTION WORKER III,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE
OCTOBER 21, 2021

BE IT RESOLVED, to accept the resignation of Joseph Essig, Water Distribution Worker III,
within the Warren County Water and Sewer Department, effective October 21, 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1365

Adopted Date October 12, 2021

HIRE ABBY BREEZE AS SERVICE WORKER II WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

BE IT RESOLVED, to hire Abby Breeze as Service Worker II, within the Facilities Management Department, classified, full-time permanent status (40 hours per week), Pay Range #15, \$17.50 per hour, effective November 2, 2021, subject to a background check, negative drug screen and a 365-day probationary period; and

BE IT FURTHER RESOLVED, that Ms. Breeze will not receive the typical three percent (3%) increase upon completion of probation as her wage reflects her experience.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
Abby Breeze's Personnel file
OMB – Susan Spencer

Resolution

Number 21-1366

Adopted Date October 12, 2021

RECOMMEND MEMBER TO THE LOCAL EMERGENCY PLANNING COMMITTEE

WHEREAS, Warren County was designated a Hazardous Materials Local Emergency Planning District by the State Emergency Response Commission, and

WHEREAS Section 3750.03 (B) of the revised Code establishes that the State Emergency Response Commission must by Resolution, appoint members of the local emergency planning committee of an emergency district; and

WHEREAS the current LEPC chair has resigned their position with Warren County Emergency Management Agency, and

WHEREAS the current LEPC members have appointed a new LEPC Chairperson:

NOW THEREFORE BE IT RESOLVED by this Board of Commissioners that the below listed person is hereby recommended for appointment by the State Emergency Response Commission to a membership term expiring August 2023 on the Warren County Local Emergency Planning Committee as the chairperson:

- Sydney Renner – LEPC/Grants Coordinator – Warren County EMA

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
Appointment file
L. Lander



State Emergency Response Commission

Local Emergency Planning Committee Application for Appointment

c/o Ohio EPA, Lazarus Government Center
50 W. Town St., Ste. 700
PO Box 1049
Columbus, OH 43216-1049

Local Emergency Planning Committee: Warren County
From 10 / 12 / 2021 through 8 / 23 / 2024 2023

Name Sydney Renner

Title LEPC & Grants Coordinator

Employed at Warren County EMA

- Fire
- Law
- Elected Official
- Emergency Management
- Hospital
- First Aid
- Health
- Environmental
- Transportation
- Media
- Community Group
- Industry
- Other:

LEPC Officer

- Information Coordinator
- Emergency Coordinator
- Chairperson
- Vice Chairperson
- Secretary

County Commissioner Name

David G. Young

Signature

†

Date Signed

10 / 12 / 21

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1367

Adopted Date October 12, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
OCTOBER 14, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
October 14, 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners' file
Press

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1368

Adopted Date October 12, 2021

ADVERTISE FOR BIDS FOR THE MIDDLEBORO ROAD BRIDGE #45-0.16 REHABILITATION PROJECT

BE IT RESOLVED, to advertise for bids for the Middleboro Road Bridge #45-0.16 Rehabilitation Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of October 31, 2021; bid opening to be November 16, 2021 at 9:30 a.m.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP/

cc: Engineer (file)
OMB Bid file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1369

Adopted Date October 12, 2021

ADVERTISE FOR BIDS FOR THE WAYNESVILLE COLLECTION SYSTEM IMPROVEMENTS, PHASE 2 PROJECT

BE IT RESOLVED, to advertise for bids for the Waynesville Collection System Improvements, Phase 2 Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation three weeks prior to the bid opening date, and to advertise and make the bidding documents available on the Warren County website, with bid opening to occur on November 9, 2021 @ 11:00 a.m.

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

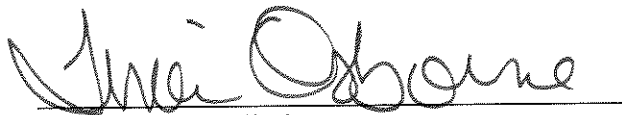
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 21-1370

Adopted Date October 12, 2021

APPROVE EMERGENCY REPAIR TO THE FIELDS ERTEL BOOSTER STATION PORTABLE GENERATOR THAT IS TEMPORARILY LOCATED AT THE SHELLY BOOSTER STATION DUE TO A CURRENT PROJECT REQUIRING THE UTILITY POWER TO BE SHUT OFF

WHEREAS, the Water Department has discovered that the portable generator shut off while running Pump #4 at the Shelly Booster Station which caused a main break in the system as well as a drop in water level in the Dearth & Otterbein Towers; and

WHEREAS, the diagnosis and repair are critical and time sensitive to maintain the efficient and continuing operations of the Water Department; and


NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. XXXXX with Buckeye Power and Sales in the amount \$1,500 for generator diagnosis and repair.

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

Resolution

Number 21-1371

Adopted Date October 12, 2021

AUTHORIZE THE BOARD PRESIDENT TO SIGN THE EASEMENT AGREEMENT WITH HRC INVESTMENTS, INC. FOR RIGHT-OF-WAY FOR THE LYTLE-FIVE POINTS ROAD AT BUNNELL HILL ROAD ROUNDABOUT PROJECT

WHEREAS, pursuant to Resolution No. 21-0955 this Board approved execution of the settlement agreement with HRC Investments, Inc. to acquire an easement for the Lytle-Five Points Road at Bunnell Hill Road Roundabout Project; and

WHEREAS, the land for the easement is as follows:

Permanent Highway Easement – Exhibits A-1, A-2, & A-3

WHEREAS, the agreed upon amount, per the above referenced settlement agreement, is \$3,000.00; and

NOW THEREFORE BE IT RESOLVED, to enter into a permanent easement agreement with HRC Investments, Inc. for the Lytle-Five Points and Bunnell Hill Road intersection roundabout project for the sum of \$3,000.00. Copy of said easement agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—HRC Investments, Inc.
Engineer (file)
Project file
Easement file
Recorder (certified)
Bruce McGary

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

P.I.N. # 04-03-476-010 (Pt.)

P.I.N. # 04-03-476-011 (Pt.)

P.I.N. # 04-03-476-012 (Pt.)

ARTICLES OF AGREEMENT

This Easement Agreement (the "Agreement") is entered into the date stated below by HRC Investments, Inc., an Ohio for profit corporation, whose tax mailing address is 305 E. Central Avenue, Springboro, OH 45066 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

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

That the Grantor, for and in consideration of the sum of Three Thousand and no/100 Dollars (\$3,000.00) paid to it by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell, and release to the Grantee, its successors and assigns, the following:

- [6-SH] a perpetual easement for the purpose of performing work necessary to construct a roundabout and install piped frontage and catch basins (inlets) in the area as particularly described on Exhibit A-1 and illustrated on Exhibit B-1 consisting of 0.015 acre (637 square feet) of the 0.774 of an acre parcel identified as Parcel No. 04-03-476-011 [Pt.]; and,
- [6-SH] a perpetual easement for the purpose of performing work necessary to construct a roundabout and install piped frontage and catch

basins (inlets) in the area as particularly described on Exhibit A-2 and illustrated on Exhibit B-2, consisting of 0.001 (56 square feet) of the 0.144 acre parcel identified as Parcel No. 04-03-476-010 [Pt.]; and,

- [7-SH] a perpetual easement for the purpose of performing work necessary to construct a roundabout and install piped frontage and catch basins (inlets) in the area as particularly described on Exhibit A-3 and illustrated on Exhibit B-3 consisting of 0.010 acre (429 square feet) of the 1.0809 acre parcel identified as Parcel No. 04-03-476-012 [Pt.]; and,

As additional consideration, Grantee shall perform the following, at Grantee's sole cost, no later than the termination date of the Project:

- 1) Seeding and strawing disturbed areas during the Project;
- 2) Replacement of each driveway/approach disturbed during the Project, subject to, Grantor being solely responsible for the perpetual maintenance and repair of each replaced driveway/approach thereafter;
- 3) Installation of a continuous piped frontage along the entire frontage of Parcel 7 (30 W. Lytle-Five Points Road), and along the entire frontage of Parcel 6 (64 W. Lytle-Five Points Road) as illustrated in the drawing attached as "Exhibit A" and made a part hereof. The piped frontage drain consisting of a 12 inch pipe with a corrugated exterior and smooth interior will be installed in such manner that gravity flow will exist in the pipe beginning on the easterly border of Parcel 7 and extending past the westerly border of Parcel 6. The piped frontage will extend a sufficient distance to the west of Parcel 6, so that storm water exiting the pipe will flow westward, away from Parcel 6 and not onto Parcel 6. The piped frontage shall be designed in accordance with Grantee's Stormwater Regulations to convey stormwater for a 25 year flood that flows off of Lytle Five Points Road onto Grantor's said properties, so as to not collect or cause ponding on Parcel 6 or Parcel 7. Two catch basins (inlets) will be installed on Parcel 6: one catch basin (inlet) will be installed on the east side of each of the two driveways onto Parcel 6 as illustrated on "Exhibit A".
- 4) Prior to the installation of the new drain and catch basins (inlets), Grantee shall provide a copy of a sketch showing the plan and profile of the new piped frontage and catch basins (inlets) to Grantor.
- 5) The Warren County Engineer shall issue and hold a Piped Frontage Permit in the name of the Grantor and its successors and assigns, subject to Grantor and its successors and assigns being solely responsible for the perpetual maintenance and repair of the piped frontage and catch basins (inlets), and the provisions of Ohio Revised Code 5547.04.
- 6) In the performance of any work on the roundabout roadway project, including the installation of the piped frontage and the two catch basins (inlets), Grantee shall not disturb the existing septic leach fields that are located in the front yards of Parcel 6 and Parcel 7.

- 7) Grantee shall grind any tree stumps on Parcels 6 and 7 that result from tree removal performed for this Project, and remove any tree debris from Grantor's said properties relating thereto.

The Exclusive and Permanent Highway Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns, and shall run with the land.

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

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties.

No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect.

No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties.

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Agreement shall exclusively be retained by the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.

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GRANTOR

IN EXECUTION WHEREOF, HRC Investments, Inc., the Grantor herein, has caused this Agreement to be executed on the date stated below by its undersigned representative pursuant to a corporate resolution authorizing such act.

X BY: HRC Investments by Herman R. Castro
PRINTED NAME: HERMAN R. CASTRO
TITLE: pres
DATE: 8/8/21

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, on this 8th day of September, 2021, before me, the subscriber, a Notary Public in and for said state, personally came the above named Herman Castro, who acknowledged being the President and in his capacity as duly authorized agent of HRC Investments, Inc., an Ohio for profit corporation, and acknowledged the signing thereof to be the voluntary act and deed of said Grantor. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



TARIA BARKER, Notary Public
In and for the State of Ohio
My Commission Expires Feb. 1, 2022

Notary Public: Taria Barker
My commission expires: Feb 1, 2022

[the remainder of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by David G. Young, it's President or Vice-President on the date stated below, pursuant to Resolution No. 21-1871, dated 10-12-21.

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: David G. Young
TITLE: President
DATE: 10-12-21

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, on this 12 day of October, 2021 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be David G. Young, the President or Vice-President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to a resolution authorizing such act. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

[seal]

Notary Public: Krystal Lynn Powell
My commission expires: July 15, 2026

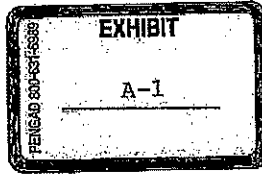
Prepared & approved by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce 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-834386
My Commission Expires July 15, 2026



Ver. Date 06/11/2021

PART OF PIN 04-03-476-011

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

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

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

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 3, Town 2, Range 5 of Between the Miami's original land subdivision;

Being part of Lot Number 10 of Sycamore Park Subdivision as recorded in Plat Book 4 Page 220 of the Warren County Plat Records and part of a record 0.163 acre parcel as conveyed to **HRC Investments, Inc.** by Official Record Volume 2012 and Page 38 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at the southeast corner of Section 3, the southeast corner of a record 0.50 acre parcel as conveyed to **Marilyn J. Harkleroad** by Official Record Volume 5346 Page 12, and the centerline intersections of Lytle-Five Points Road and Bunnell Hill Road;

thence North 71 degrees 40 minutes 13 seconds West, for a distance of **308.47 feet**, along the southerly line of Section 3, the southerly line of said Harkleroad parcel, the southerly line of a record 1.0809 acre parcel as conveyed to **HRC Investments, Inc.** by Document Number 2016-025301 of the Warren County Recorder's Records, the southerly line of a record 0.144 acre parcel as conveyed to **HRC Investments, Inc.** as Parcel IV by Official Record Volume 2012 and Page 38 of the Warren County Recorder's Records, and the centerline of Lytle-Five Points Road, to a point at the southwest corner of said 0.144 acre parcel;

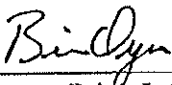
thence North 05 degrees 42 minutes 48 seconds East, for a distance of 30.74 feet, along the westerly line of said 0.144 acre parcel, to a point at the southeast corner of said Lot Number 10 and the existing northerly right-of-way line of Lytle-Five Points Road, said point being the Principle Point of Beginning for the parcel described herein;

1. **thence North 71 degrees 40 minutes 13 seconds West, for a distance of 144.61 feet, along the existing northerly right-of-way line of Lytle-Five Points Road, to a point on the westerly line of said 0.163 acre parcel;**
2. **thence North 15 degrees 31 minutes 13 seconds East, for a distance of 2.79 feet, along the westerly line of said 0.163 acre parcel, to a point;**
3. **thence South 74 degrees 59 minutes 24 seconds East, for a distance of 33.68 feet, to a point;**
4. **thence South 71 degrees 32 minutes 49 seconds East, for a distance of 110.12 feet, to a point on the easterly line of said Lot Number 10 and the westerly line of said 0.144 acre parcel;**
5. **thence South 05 degrees 42 minutes 48 seconds West, for a distance of 4.61 feet, along the easterly line of said Lot Number 10 and the westerly line of said 0.144 acre parcel, to the Principle Point of Beginning and containing 0.015 acres, more or less, out of Auditor Parcel Number 04-03-476-011.**

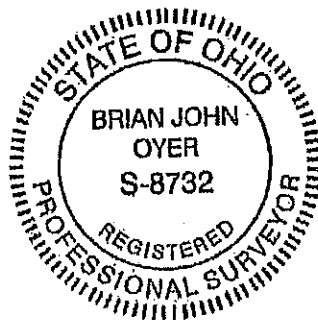
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

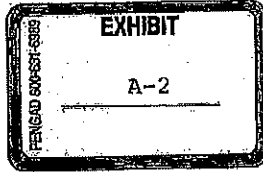
This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: 6-11-2021



Brian J. Oyer P.S. 8732





Ver. Date 06/11/2021

PART OF PIN 04-03-476-010

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

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

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

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 3, Town 2, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.144 acre parcel as conveyed to **HRC Investments, Inc.** by Official Record Volume 2012 and Page 38 of the Warren County Recorder's Records, Parcel Number 04-03-476-010, being bounded and described as follows:

Beginning at the southeast corner of Section 3, the southeast corner of a record 0.50 acre parcel as conveyed to **Marilyn J. Harkleroad** by Official Record Volume 5346 Page 12, and the centerline intersections of Lytle-Five Points Road and Bunnell Hill Road;

thence North 71 degrees 40 minutes 13 seconds West, for a distance of **308.47 feet**, along the southerly line of Section 3, the southerly line of said Harkleroad parcel, the southerly line of a record 1.0809 acre parcel as conveyed to **HRC Investments, Inc.** by Document Number 2016-025301 of the Warren County Recorder's Records, the southerly line of said 0.144 acre parcel, and the centerline of Lytle-Five Points Road, to a point at the southwest corner of said 0.144 acre parcel;

thence North 05 degrees 42 minutes 48 seconds East, for a distance of **30.74 feet**, along the westerly line of said 0.144 acre parcel, to a point on the existing northerly right-of-way line of Lytle-Five Points Road and the southeast corner of Lot Number 10 of Sycamore Park Subdivision as recorded in Plat Book 4 Page 220 of the Warren County Plat Records as conveyed to **HRC Investments, Inc.** by Official Record Volume 2012 and Page 38 of the Warren County Recorder's Records, said point being the **Principle Point of Beginning** for the parcel described herein;

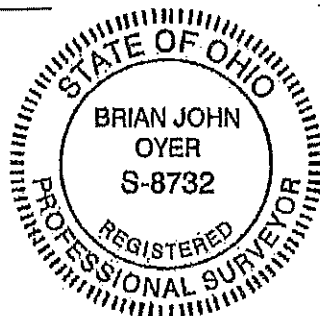
1. **thence North 05 degrees 42 minutes 48 seconds East**, for a distance of **4.61 feet**, along the westerly line of said 0.144 acre parcel and the easterly line of said Lot Number 10, to a point;
2. **thence South 72 degrees 50 minutes 35 seconds East**, for a distance of **12.24 feet**, to a point on the easterly line of said 0.144 acre parcel and the westerly line of a record 1.0809 acre parcel as conveyed to **HRC Investments Inc.** by Document Number 2016-025301 of the Warren County Recorder's Records;
3. **thence South 09 degrees 21 minutes 47 seconds West**, for a distance of **4.81 feet**, along the easterly line of said 0.144 acre parcel and the westerly line of said 1.0809 acre parcel, to a point on the existing northerly right-of-way line of Lytle-Five Points Road as referenced by an iron pin with plastic cap marked "CESO" found bearing South 50 degrees, 00 minutes, 48 seconds East, at a distance of 0.267 feet;
4. **thence North 71 degrees 40 minutes 13 seconds West**, for a distance of **11.98 feet**, along the existing northerly right-of-way line of Lytle-Five Points Road, to the **Principle Point of Beginning** and containing 0.001 acres (56 square feet), more or less, out of Auditor Parcel Number 04-03-476-010;

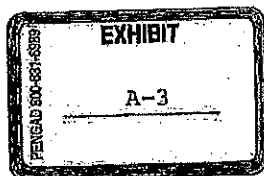
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

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

Date: 6-11-2021

Brian J. Oyer
Brian J. Oyer P.S. 8732





Ver. Date 06/11/2021

PART OF PIN 04-03-476-012

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

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

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

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 3, Town 2, Range 5 of Between the Miami's original land subdivision;

Being part of a record 1.0809 acre parcel as conveyed to **HRC Investments, Inc.** by Document Number 2016-025301 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at the southeast corner of Section 3, the southeast corner of a record 0.50 acre parcel as conveyed to **Marilyn J. Harkleroad** by Official Record Volume 5346 Page 12, and the centerline intersections of Lytle-Five Points Road and Bunnell Hill Road;

thence North 71 degrees 40 minutes 13 seconds West, for a distance of **86.49 feet**, along the southerly line of Section 3, the southerly line of said Harkleroad parcel, and the centerline of Lytle-Five Points Road, to a point at the southeast corner of said 1.0809 acre parcel and the southwest corner of said Harkleroad parcel;

thence North 14 degrees 49 minutes 13 seconds West, for a distance of **47.78 feet**, along the southeasterly line of said 1.0809 acre parcel and the southwesterly line of said Harkleroad parcel, passing over an iron pin with plastic cap marked "CESO" found at a distance of 35.83 feet, to a point on the existing northerly right-of-way line of Lytle-Five Points Road, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence North 71 degrees 40 minutes 13 seconds West**, for a distance of **85.64 feet**, along the existing northerly right-of-way line of Lytle-Five Points Road, to a point;
2. **thence South 78 degrees 53 minutes 21 seconds East**, for a distance of **79.73 feet** to a point on the southeasterly line of said 1.0809 acre parcel and the southwesterly line of said Harkleroad parcel;
3. **thence South 14 degrees 49 minutes 13 seconds East**, for a distance of **11.97 feet**, along the southeasterly line of said 1.0809 acre parcel and the southwesterly line of said Harkleroad parcel to the **Principle Point of Beginning** and containing 0.010 acres (429 square feet), more or less, out of Auditor Parcel Number 04-03-476-012.

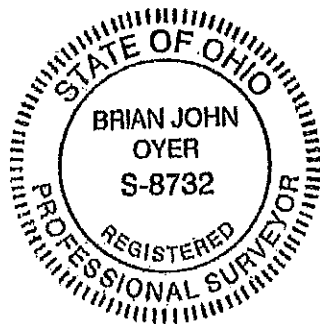
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

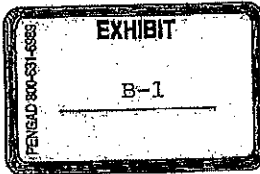
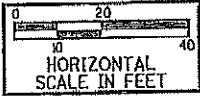
This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: 6-11-2021

Brian J. Oyer

Brian J. Oyer P.S. 8732





-B:\C:\B3800-3899B\386B\003\Drawings\CAD\Sheets\FW Exhibits\Exhibits.dgn Sheet 6/11/2021 2:13:15 PM BrianO

HRC INVESTMENTS, INC.
 64 WEST LYTLE-FIVE POINTS RD
 04-03-476-011
 OR 2012 PAGE 38
 0.183 ACRES

HRC INVESTMENTS, INC.
 64 WEST LYTLE-FIVE POINTS RD
 04-03-476-011
 OR 2012 PAGE 38
 LOT NUMBER 10
 SYCAMORE PARK SUBDIVISION
 PB 4 PAGE 220
 0.611 ACRES

HRC INVESTMENTS, INC.
 64 WEST LYTLE-FIVE POINTS RD
 04-03-476-010
 OR 2012 PAGE 38
 0.144 ACRES

HRC INVESTMENTS, INC.
 30 WEST LYTLE-FIVE POINTS RD
 04-03-476-012
 DOCUMENT NO. 2016-025301
 1.0809 ACRES

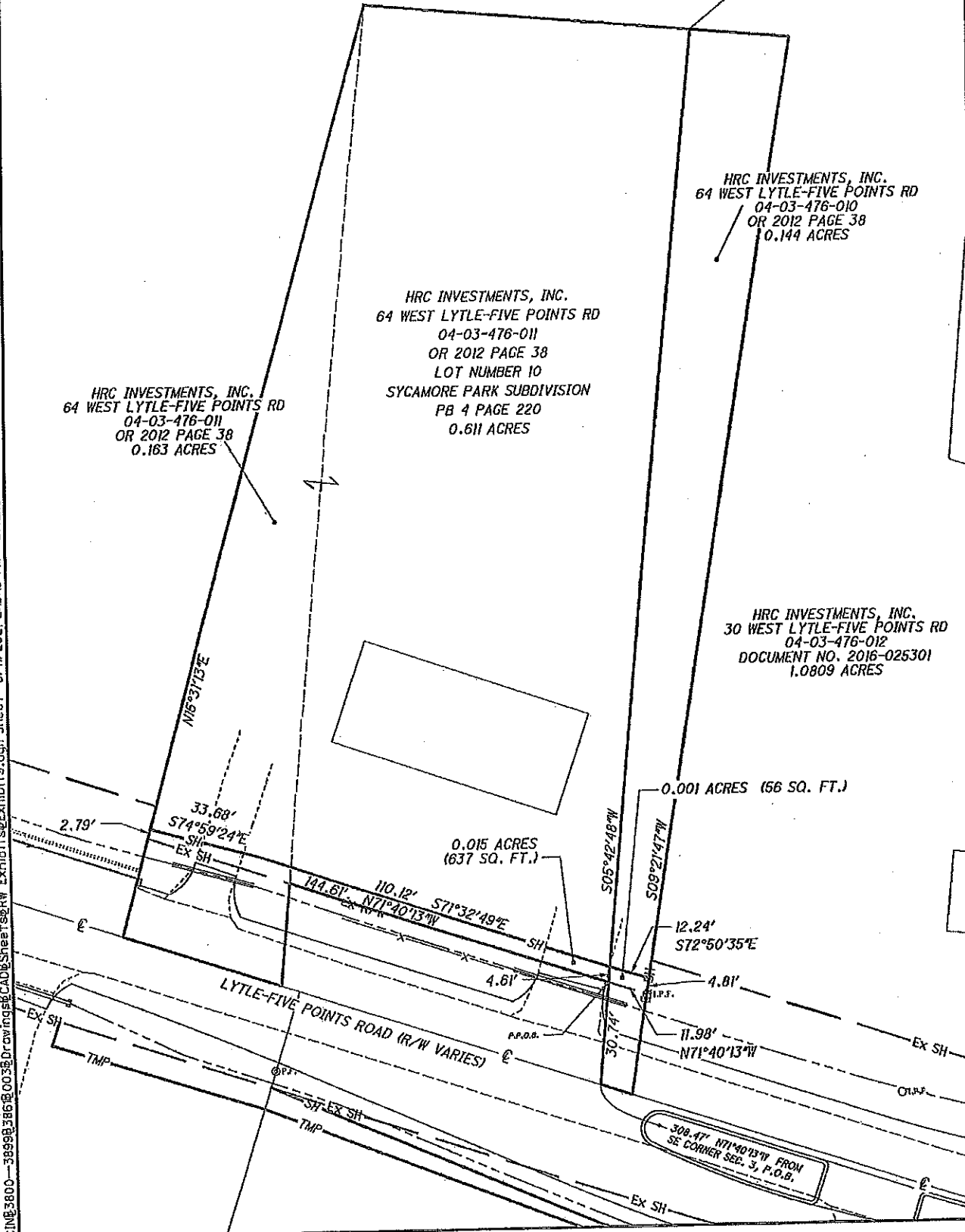


EXHIBIT FOR PROPOSED EASEMENT
 64 WEST LYTLE-FIVE POINTS RD

WARREN COUNTY
 OHIO



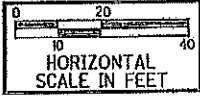


EXHIBIT
B-2



HRC INVESTMENTS, INC.
64 WEST LYTLE-FIVE POINTS RD
04-03-476-011
OR 2012 PAGE 38
0.163 ACRES

HRC INVESTMENTS, INC.
64 WEST LYTLE-FIVE POINTS RD
04-03-476-011
OR 2012 PAGE 38
LOT NUMBER 10
SYCAMORE PARK SUBDIVISION
PB 4 PAGE 220
0.611 ACRES

HRC INVESTMENTS, INC.
64 WEST LYTLE-FIVE POINTS RD
04-03-476-010
OR 2012 PAGE 38
0.144 ACRES

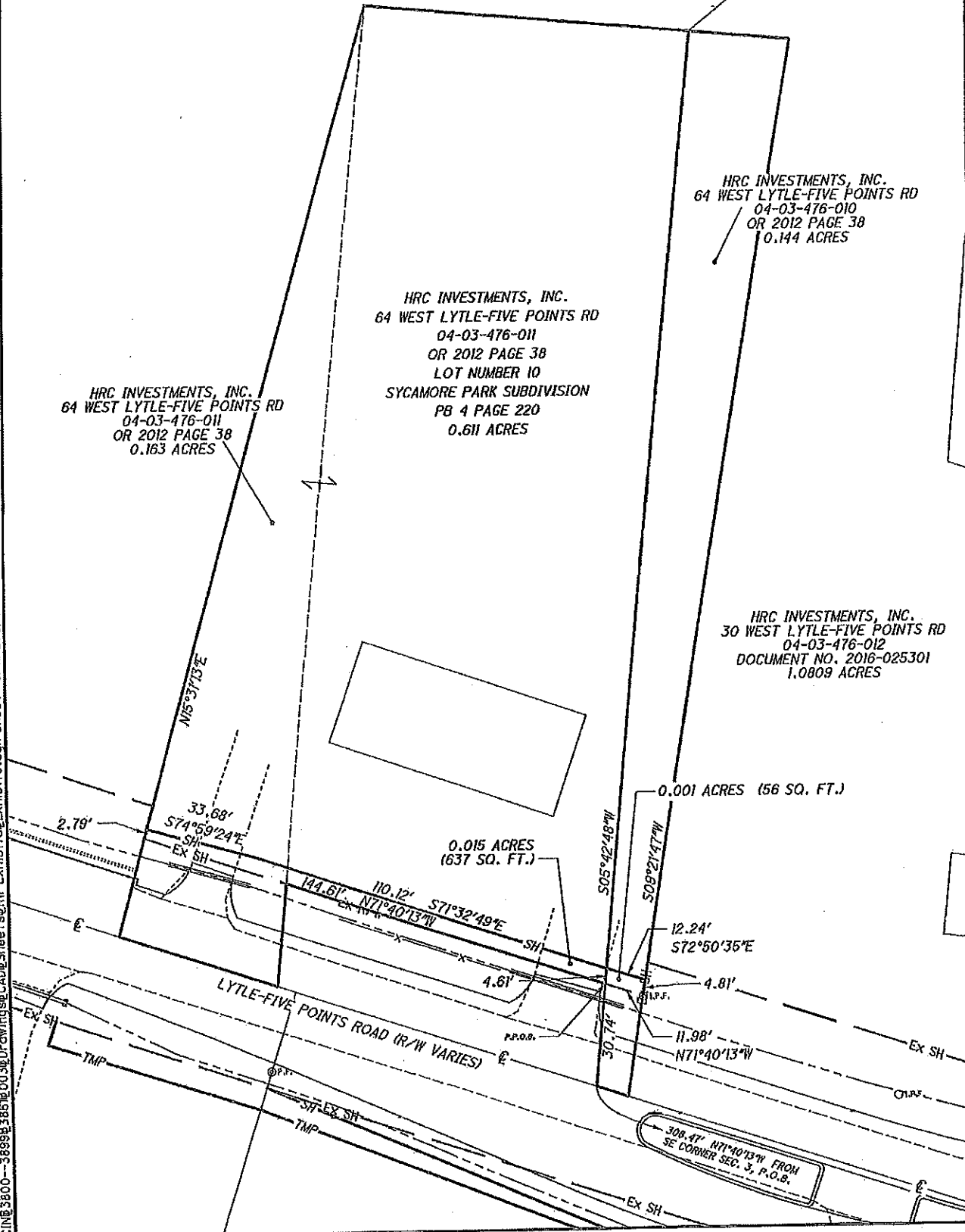
HRC INVESTMENTS, INC.
30 WEST LYTLE-FIVE POINTS RD
04-03-476-012
DOCUMENT NO. 2016-025301
1.0809 ACRES

EXHIBIT FOR PROPOSED EASEMENT
64 WEST LYTLE-FIVE POINTS RD

WARREN COUNTY
OHIO



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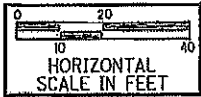


EXHIBIT
B-3



HRC INVESTMENTS, INC.
64 WEST LYTLE-FIVE POINTS ROAD
04-03-476-010
OR 2012 PAGE 38
0.144 ACRES

JAMES W. PRICE
9043 BUNNELL HILL ROAD
04-03-476-009
OR 4365 PAGE 330
0.894 ACRES

HRC INVESTMENTS, INC.
30 WEST LYTLE-FIVE POINTS ROAD
04-03-476-012
DOCUMENT NO. 2016-025301
1.0809 ACRES

BEARINGS & DISTANCES	
(A)	N71°40'13"W 85.64'
(B)	S78°53'21"E 79.73'
(C)	S14°49'13"E 11.97'

MARILYN J. HARKLEROAD
9025 BUNNELL HILL ROAD
04-03-476-013
OR 5346 PAGE 12
0.50 ACRES

0.010 ACRES (429 SQ. FT.)

197.12' N71°40'13"W
LYTLE FIVE-POINTS ROAD (R/W VARIES)

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30 WEST LYTLE-FIVE POINTS RD
EXHIBIT FOR PROPOSED EASEMENT

WARREN COUNTY
OHIO



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1372

Adopted Date October 12, 2021

AUTHORIZE ACCEPTANCE OF QUOTE IN-095711 FROM ALLSTATE TOWER, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR TOWER SITE INSPECTIONS AT BLACKHAWK TOWER AND ZOAR TOWER SITES.

WHEREAS, AllState Tower, Inc. will inspect both Blackhawk and Zoar Tower sites as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from AllState Tower, Inc. on behalf of Warren County Telecommunications for tower site inspections at Blackhawk Tower site and Zoar tower site ; as attached hereto and a part hereof;

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

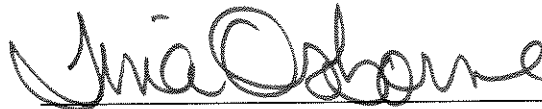
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—AllState Tower, Inc.
Telecom (file)

★ Quote # 1

ALLSTATE TOWER

**PITTSBURG
TANK & TOWER
GROUP**



"100 years and still climbing"

232 Heilman Avenue
P.O. Box 25
Henderson, KY 42419
Tel. (270) 830-8512
Fax (270) 228-4551
www.pttg.com

Date: August 25, 2021

Gary Hardwick, Radio Systems Manager
Warren County Telecommunications Dept.
500 Justice Dr.
Lebanon, OH 45036
Tel: 513-695-2860 Fax: 513-695-2973

Subject: Job Number IN-095711

Gentlemen:

Please find enclosed our proposal for the above subject work. Prior to start of work, we will furnish certificates of insurance evidencing general liability insurance as well as statutory limits of workmans's compensation insurance.

To accept our proposal, just sign and return one (1) copy to our Henderson, KY office.

Sincerely,

ALLSTATE TOWER, INC.

Kevin Roth
Vice President of Sales

270-830-8512 Ext. 3601

Enclosures:



Full Service Tower Company • Licensed Engineering Firm • Design-Build Steel Manufacturing
Maintenance • Inspection • Modification • Tower Steel • Structural Steel • Material Handling Solutions

ALLSTATE TOWER

PITTSBURGH
TANK & TOWER
GROUP Since 1919
"100 years and still climbing"

P.O. Box 25
Henderson, KY 42419
ph. (270) 830-8512
fax (270) 228-4551
www.pttg.com

Job Number: IN-095711
Order Date: August 25, 2021
PO Number:
Shipping Terms: FOB Henderson, KY
Shipping Method: Truck

Warren County Telecommunications Dept.
600 Justice Dr.
Lebanon, OH 45036
Gary Hardwick, Radio Systems Manager
513-695-2860
gary.hardwick@wcooh.net

Zoar
Morrow, OH 45152
Gary Hardwick
513-695-2860
gary.hardwick@wcooh.net
39.20 57.2 N, 84 12 07.8 W Warren County

PAYMENT TERMS: Payment Due Upon Receipt of Invoice

Qty	Item	Unit Price	Total
1	<p>IN095711-A (1) 480' Guyed Tower - Morrow, OH and (1) 185' Guyed Tower - Blanchester, OH</p> <p>1. Mobilize to each tower site. 2. Visually inspect each tower as per EIA 222-G, FAA and FCC rules, and OSHA requirements. Furnish a written report with color photographs of unsatisfactory conditions. 3. Each tower will be checked for plumb and guy tensions adjusted as required.</p> <p>Morrow, OH - \$4,500.00 Blanchester, OH - \$2,750.00</p>	\$7,250.00	\$7,250.00

Order Total \$7,250.00

Additional Notes:

Signature: *David G. Young* Date of Acceptance: 10-12-21

Printed Name: David G. Young Title: President

By accepting the proposal you are agreeing to the terms and conditions included within. Payments made by credit card may be subject to a processing fee of 3%.

Interest may be applied to payments not received in accordance to payment terms.

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice
Asst. Prosecuting Attorney



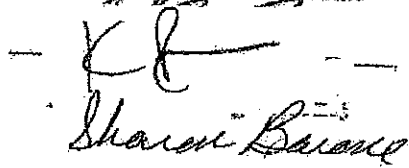
TERMS & CONDITIONS

This proposal is made for immediate acceptance and is subject to withdrawal without notice and shall become a binding contract after its acceptance by the OWNER and then only upon its approval in writing by the CONTRACTOR by its authorized officer at its offices in Henderson, Kentucky, and shall be in all respects subject to the following terms and conditions. OWNER and CONTRACTOR are hereinafter sometimes referred to jointly as the PARTIES.

1. Paragraph not used. The PARTIES agree to indemnify and hold each other harmless from any or all damages sustained by the indemnifying PARTY and/or its or their employees or agents as a direct or proximate result of the failure of the indemnifying PARTY to comply with Federal, State and/or Local safety requirements.
2. All towers are quoted assuming normal BIA soil conditions of 4,000 psf at frost line and unrestricted site, unless otherwise noted. If soils reports are provided, tower foundation designs will be based on information provided. Special piers, pilings, blasting, pumping, clearing of land, land surveying, extra concrete, soil analysis, building permits, inspectors/inspections, local taxes, etc. are not included and, if required, will be responsibility of the OWNER.
3. Installation of transmission lines or waveguide will be terminated at the base of the tower unless otherwise noted. Installation included in quotation is for lines only and does not include installing end fittings. Prices assume lighting circuitry will be terminated at the base of tower. Prices do not include wiring to lighting control or main distribution panel. This work is to be performed by OWNER. Prices do not include connection of shifter electrical load center to power source.
4. Installation prices are based on the CONTRACTOR using his normal erection procedure, good site accessibility for delivery and concrete trucks and non-union labor.
5. Quotation prices do not include winter working conditions which are defined as snow, ice and/or freezing rain and a wind chill factor less than 15 degrees.
6. If required, the handling, removal and/or disposal of hazardous or contaminated material, such as asbestos, lead, chemicals or any like substances that requires special handling or that must be taken to a specific dump/disposal site is not included in the quotation for work submitted herein.
7. Site is to be accessible by a two wheel drive vehicle. Guy wire pads and anchors are to be clear and accessible or additional charges will be made.
8. If required in this proposal, crew will assist customer personnel with path alignments not to exceed 4 hours if customer is ready for alignments prior to other work being completed.
9. The PARTIES agree to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions and nothing in this Agreement shall impute or transfer any such liability from one to the other, to indemnify and hold harmless its or their officers, directors, employees and agents from and against any and all loss or liability for any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property of other PARTY arising directly from the indemnifying PARTY's performance of the Contract and caused solely by the negligence of the indemnifying PARTY in performing services under this Contract, including but not limited to damage to the tower as the direct result of Force Majeure (as defined in Paragraph 10), willful or accidental tort by any indemnifying party, and failure of the foundation or earth under the foundation of the tower. However, OWNER will indemnify and hold harmless CONTRACTOR from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to the indemnifying person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of OWNER or of its officers, agents or employees. CONTRACTOR will indemnify

Full Service Tower Company | Licensed Engineering Firm | Design-Build Steel Manufacturing
Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions

APPROVED AS TO FORM


Sharon Barone

PTTC
ALLSTATE TOWER

and hold harmless OWNER from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of CONTRACTOR or of its officers, agents or employees.

10. If the performance of this Contract, or any obligation there under, is interfered with by reason of any circumstances beyond reasonable control of the PARTY affected (Force Majeure), including, without limitation, fire, lightning, explosion or other casualty, power failure, acts of God, war, revolution, civil commotion or acts of public enemy's; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest including, without limitations, strikes, slowdowns, picketing or boycotts, then the PARTY affected shall be excused from such performance on a day-to-day basis.

11. OWNER understands and agrees that the extent of CONTRACTOR's liability shall run to the work performed by CONTRACTOR on the OWNER's property and shall not include liability for any latent defects that may exist as a result of the original manufacturer's efforts and in no way attributable to CONTRACTOR's negligence.

12. OWNER agrees to keep said property insured against loss or damage by fire or by the elements of its own expense for an amount not less than the deferred balance so long as any thereof remains unpaid.

13. In the event OWNER requests CONTRACTOR to work in excess of CONTRACTOR's job work week, OWNER agrees to reimburse CONTRACTOR for the additional costs incurred for such overtime work and said over time premium shall be in addition to the contract price, excess work will not be performed and additional costs will not be paid without prior written agreement executed by the PARTIES.

14. This contract may be terminated for convenience by the OWNER upon 15 days prior written notice. CONTRACTOR shall be compensated for any work performed as of the date of termination. This contract shall not be subject to cancellation by the OWNER either in whole or in part, and in the event the OWNER attempts to cancel such agreement the OWNER shall be liable to the CONTRACTOR for all loss, costs and expense of every cost and description whatsoever which the CONTRACTOR may previously have suffered or incurred or may thereafter suffer or incur by reason of refusal of the OWNER to carry out such agreement, whether the results to the CONTRACTOR of such refusal by the OWNER to carry out such agreement are foreseeable or not.

15. If, during the progress of the work, the OWNER desires to make any changes, the CONTRACTOR shall be properly paid by the OWNER for any additional expense caused by such changes and shall be notified in writing of any such changes. Extra work or material not covered by a specified price shall be billed and paid for at our standard rates for Time & Materials. No changes in the work or extra work shall be performed or compensated without prior written agreement executed by the PARTIES. No material is to be returned to the CONTRACTOR for any reason, without the CONTRACTOR's written permission.

16. If any material furnished by the CONTRACTOR is alleged by the OWNER to be defective or incorrectly manufactured and is rejected by the OWNER the OWNER shall promptly notify the CONTRACTOR. The CONTRACTOR shall have the option of replacing or correcting within reasonable time, any defective material or fault in manufacture at its own expense or of reimbursing the OWNER the agreed cost of such replacement or correction. The OWNER shall not furnish any materials or do any work for the CONTRACTOR's account without written authorization by the CONTRACTOR and definite written agreement from the CONTRACTOR as to the consideration, and in no case shall the CONTRACTOR be liable for more than the price charged by the CONTRACTOR for such material as may prove defective, and no payments shall be withheld by the OWNER pending adjustment of liability for alleged errors and the cost of correcting the same. Any complaint or claim in connection with any material furnished hereunder must be made not later than ten days after receipt of same, otherwise it is understood such material is satisfactory.

17. It is expressly agreed that there are no promises, agreements, or understandings outside of this instrument, and any subsequent cancellation or modifications must be mutually agreed upon in writing. The PARTIES

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Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions



understand and agree that in the event of change in the work it is agreed to by the PARTIES that the said change shall not relieve guarantors of sureties of its obligations.

18. OWNER further understands and agrees that all Federal, State, and Municipal Taxes of any nature and kind that may be imposed on CONTRACTOR with respect to the products described herein shall be in addition to the contract price and OWNER assumes the obligation for paying for said additional costs being incurred by CONTRACTOR.

19. Paragraph not used. OWNER shall reimburse CONTRACTOR for any and all expenses that may be incurred by the CONTRACTOR in the event CONTRACTOR is required to take legal action in order to collect the consideration set out herein. This shall include CONTRACTOR's attorney's fees that may be incurred in collecting the sum set out herein.

20. OWNER agrees that CONTRACTOR may at its option accept payments of principal or interest past due or partial payments or money due without any manner modifying the terms of this contract and that such acceptance shall not be construed as a waiver of any subsequent fault on OWNER's part.

21. Paragraph not used. OWNER agrees that in the event of default in making payments set out under the contract, CONTRACTOR shall have the right and option to declare the entire contract price due upon demand being made by the CONTRACTOR.

22. Inasmuch as the CONTRACTOR carries liability insurance, all liability claims MUST be investigated and settled by our insurance company. Therefore, the OWNER specifically agrees not to withhold sums due the CONTRACTOR under this contract by reason of any alleged insurance claims against the CONTRACTOR.

23. At all times, until the job completed, all material, equipment, etc. supplied by the CONTRACTOR shall be considered the property of Allstate Tower, Inc.

Should OWNER fail to make any and all scheduled payments, CONTRACTOR has the option of reclaiming all material or equipment set above clause #19.

24. Down time for materials furnished by OWNER, not on the job site when the crew arrives to perform the work will be billed at \$60.00 per man hour based on an 8 hour working day.

25. The exclusive forum for any litigation resulting from this proposal shall be in Warren County, Ohio, and this contract shall be governed and construed under the laws of Ohio, Henderson County, Kentucky.

26. CONTRACTOR shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Vendor shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. OWNER shall be named as an additional insured with the same primary coverage as the principal insured - no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. CONTRACTOR shall provide OWNER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days' notice of cancellation or non-renewal to OWNER. CONTRACTOR shall also carry statutory worker's compensation insurance as required by law and shall provide OWNER with certificates of insurance evidencing such coverage with the execution of this agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

Formal Check Incident First Inv. 0.51

This Contract is entered into by Resolution No. of dated

Full Service Tower Company | Licensed Engineering Firm | Design-Build Steel Manufacturing
Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions

APPROVED AS TO FORM

APPROVED AS TO



Tri County Tower

8900 Mahoning Avenue
North Jackson, Ohio 44451

Proposal

Job # 12732

September 03, 2021

Page # 1 of 1

CLIENT:

Warren County Ohio(Tele Dept)
804 E SR22 & 3
South Lebanon OH 45152

Item/Cost Code	Description	Amount
12732 WARRCO Blackhawk INSP		
1 Site Work		
1 Guyed Tower Inspection		4,250.00
	TCT will perform full inspection on 180' Blackhawk GT site to include tower, plumb and tension inspection from the anchor points.	
	*Plumb and tension refers to evaluating report of current conditions and minor adjustments. If significant adjustments are needed there will be additional labor added to quote.	
2 Plumb and Tension Work		1,260.00
	Labor needed for additional plumb and tension adjustments.	
	**Only if excessive time needed beyond routine adjustments	
	Phase Total:	5,510.00
	Grand Total:	5,510.00

Notes:

Client is tax exempt.
Warren Co Blackhawk site.
7386 State Rte 123
Blanchester, Ohio

Additional labor or material necessary above and beyond the customer provided scope of work (SOW) will be billed on a "Time and Material" basis at the current rate. If the tower is deemed "unsafe to climb" for any reason by TCT qualified climber, charges will be for mobilization and time on site only.

- Proposal is based on access with two-wheel drive vehicle unless noted above.
- Tri County Tower LLC (TCT) reserves the right to cancel the work day due to inclement weather.
- Quoted pricing is good for thirty (30) days, after which TCT reserves the right to revisit the pricing.
- This proposal is based on information supplied by the client, authorized change orders may be required if unforeseen changes or modifications of the scope of work.
- TCT is not responsible for any delays beyond our control, including but not limited to acts of God, weather conditions, strikes, lockouts, unsuitable site conditions or delays caused by others at jobsite. In the event our work is delayed through no fault of our own, the client is responsible for additional costs.
- Payment due in full, net 30 days from date of invoice - cash or check. We accept all major credit cards if paid within ten days of invoice date.

PREPARED BY: Zach Lewis - cell (330) 979-6554 / fax (330)538-9879 / email: zlewis@tricitytower.com

Visit US at: www.tricitytower.com



Tri County Tower

8900 Mahoning Avenue
North Jackson, Ohio 44451

Proposal

Job # 12731

September 03, 2021

Page # 1 of 1

CLIENT:

Warren County Ohio(Tele Dept)
804 E SR22 & 3
South Lebanon OH 45152

Item/Cost Code	Description	Amount
12731 WARRCO Zoar INSP		
1 Site Work		
1 Tower Inspection		5,260.00
	TCT will mobilize and perform inspection on 480' GT in Morrow, OH. Includes full inspection labor, inspection report, and minor adjustments to plumb and tension on site. If significant adjustments are needed, additional labor will be added.	
2 Plumb and tension		1,260.00
	*Labor quote if additional time is needed for plumb and tension beyond routine adjustments adjustments to 480' GT in Morrow, OH.	
	Phase Total:	6,520.00
	Grand Total:	6,520.00

Notes:

Warren County Zoar Site
ASR1015337, 480 foot, Pirod Guyed tower
804 East US Rte. 22 and OH Rte 3,
Morrow, Ohio 45152

Additional labor or material necessary above and beyond the customer provided scope of work (SOW) will be billed on a "Time and Material" basis at the current rate. If the tower is deemed "unsafe to climb" for any reason by TCT qualified climber, charges will be for mobilization and time on site only.

- Proposal is based on access with two-wheel drive vehicle unless noted above.
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- Payment due in full, net 30 days from date of invoice - cash or check. We accept all major credit cards if paid within ten days of invoice date.

PREPARED BY: Zach Lewis - cell (330) 979-6554 / fax (330)538-9879 / email: zlewis@tricitytower.com

Visit US at: www.tricitytower.com

Quote #3

PITTSBURG TANK & TOWER GROUP

MAINTENANCE DIVISION Since 1919

"100 years and still climbing"

1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: 270-826-9000
F: 270-767-6912
www.pttg.com

Thursday, September 16, 2021

Gary Hardwick
Radio Systems Manager
Warren County Telecommunications Dept.
500 Justice Dr.
Lebanon, OH 45036
513-695-2860
gary.hardwick@wcoh.net

Gary,

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has been providing tank services to our customers in over 60 countries, proudly making us a Global Company. Our wealth of experience encompasses all aspects of tank maintenance services, from paint and repair to dismantle and inspections. Our expertise expands beyond maintenance to tank design, fabrication, erection and professional engineering services for new tanks and modifications to existing tanks, including raising, lowering and moving services.

Having been ranked in the Top 600 Specialty Contractors and among the top 15 steel erectors according to Engineering News Record, it was natural to expand our offerings into the Custom Engineering and Manufacturing Industry. Our sister company, Allstate Tower Inc., manufactures structural steel components for towers and agricultural material handling, including complete turn-key systems and installation services.

At Pittsburg Tank & Tower Group, it's not only about the products we produce, but the people as well. Being a family-operated company with a commitment to the Safety and Health of our family of employees, we have worked with the Commonwealth of Kentucky's Labor Cabinet to achieve our SHARP Certification (Safety and Health Achievement Recognition Program), and we are recognized as a Drug Free Workplace in accordance with the standards set forth by the regulation; 803 KAR 25:280 Certification of Drug-Free Workplace.

We are proud to provide you with this proposal and look forward to working with you should you decide to accept it. To accept the proposal, simply sign and date one (1) copy and return it to our Henderson, KY office either by mail, fax or email.

Please feel free to contact us should you have any questions or concerns, or simply want to discuss the proposal further.

Respectfully,

Pittsburg Tank & Tower Group
Maintenance Division

Jessie Almon
Senior Sales Executive
270-869-9400 Ext: 4600
270-803-0374 Fax
jalmon@pttg.com

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
New and Used Tanks

PITTSBURG TANK & TOWER GROUP

MAINTENANCE DIVISION Since 1919

"100 years and still climbing"

1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: 270-826-9000
F: 270-767-6912
www.pttg.com

Thursday, September 16, 2021

TO : Warren County Telecommunications Dept.
500 Justice Dr.
Lebanon, OH 45036
FAX : 513-695-2973
EMAIL : gary.hardwick@wcoh.net

ATTN: Gary Hardwick
Radio Systems Manager
PHONE : 513-695-2860

Re: Visual Inspection for Two Towers-Warren County Telecommunication Department

In accordance with price, terms and conditions quoted below, we propose to furnish all labor, material, equipment and insurance necessary to complete the following: **one (1) 480' Guyed Tower, and one (1) 185' Guyed Tower.**

SCOPE OF WORK

Visually inspect each tower per EIA 222-G, FAA and FCC rules, & OSHA requirements. Produce a written report with color photographs of unsatisfactory conditions. Check each tower for plumb. Adjust guy tensions as required.

\$6,000.00 Inspect (1) 480' Guyed Tower in Morrow, OH

\$4,250.00 Inspect (1) 185' Guyed Tower in Blanchester, OH.

Above to be completed for the total sum of \$10,250.00
Ten Thousand Two Hundred Fifty Dollars and Zero Cents

- Warning: Do not attach any additional loading to your tank/tower unless structural integrity is known to be sufficient. For analysis call PTTM.
- Our welders are certified in accordance with ASME section IX code.

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
New and Used Tanks

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1373

Adopted Date October 12, 2021

AUTHORIZE ACCEPTANCE OF QUOTE A00021-0215,0216,0217,0218,0219,0220,0221 FROM PAUL J. FORD & COMPANY ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR TOWER INSPECTIONS AT MANCHESTER, HATFIELD, SNIDER, GOOSECREEK, LYTLE, EMERGENCY OPERATIONS CENTER (EOC), AND WASHINGTON TOWER SITES

WHEREAS, Paul J. Ford & Company will inspect Manchester, Hatfield, Snider, Goosecreek, Lytle, EOC & Washington Tower sites as indicated on the attached quote ; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Paul J. Ford & Company on behalf of Warren County Telecommunications for tower site inspections at Manchester, Hatfield, Snider, Goosecreek, Lytle, EOC & Washington tower site; as attached hereto and a part hereof;

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Paul J. Ford & Company
Telecom (file)

Quote #1

PAUL J. FORD QUOTE

MANCHESTER	1,350.00
HATFIELD	1,600.00
SNIDER	1,350.00
GOOSECREEK	1,250.00
LYTLE	1,250.00
EOC	1,250.00
WASHINGTON	1,250.00
TOTAL	9,300.00

Administration & Terms

Date	10/4/2021	Dept.	Lattice Towers
Proposal #	A00021-0215.001		
Terms	See Appendix A		

Contact Information

Prepared By	Stephanie Hays		
Email	shays@pauljford.com		
Phone	(614) 221-6679 x 1619		

Client

Warren County Telecommunications	
500 Justice Drive	
Lebanon, OH 45036	
Attn	Gary Hardwick
Ph	(513) 695-2860
Email	Gary.Hardwick@wcoh.net

Project Description

Site Name	Manchester		
Site Address	5700 Dixie Highway		
Site City, State	Franklin, OH		
Structure Type	Self Support Tower		
Structure #		Height (ft)	250
GPS Coordinates	39.526444, -84.321056		

	Professional Services (PJF Phase - Desc)	Scope Descriptive Notes	Fee
1	8511 - TIA Tower Inspection		\$1,350
2			
3			
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10			
		Total	\$ 1,350

Deliverables

1	TIA Inspection
2	Opinion Letter
3	
4	
5	

Exclusions

1	Structural Analysis (Communications Structure)
2	Mount Analysis
3	Reinforcement Design
4	
5	

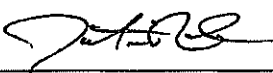
General Notes

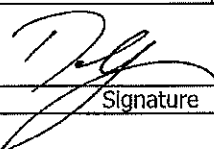
1	Projected issue date will be determined after project authorization
2	Proposal is valid for 60 days
3	Work will be performed in accordance with latest ed. EIA/TIA 222
4	Work will begin after NTP is received
5	
6	
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Additional Notes


1	Tower condition assessment only. Does not include tower member or loading.
2	
3	
4	
5	

Authorization

Offered By: Paul J. Ford and Company	
	10/4/2021
Signature	Date
Justin Ruh, PE / Engineering Manager	
Printed Name / Title	

Accepted By	
	10-12-21
Signature	Date
David G. Young / President	
Printed Name / Title	

APPROVED AS TO FORM


Adam M. Nice
 Asst. Prosecuting Attorney

Columbus
 250 E Broad St, Suite 600
 Columbus, OH 43215
 Phone 614.221.6679

Orlando
 1801 Lee Rd, Suite 230
 Orlando, FL 32789
 Phone 407.898.9039

Administration & Terms

Date	10/4/2021	Dept.	Lattice Towers
Proposal #	A00021-0216.001		
Terms	See Appendix A		

Contact Information

Prepared By	Stephanie Hays
Email	shays@pauljford.com
Phone	(614) 221-6679 x 1619

Client

Warren County Telecommunications	
500 Justice Drive	
Lebanon, OH 45036	
Attn	Gary Hardwick
Ph	(513) 695-2860
Email	Gary.Hardwick@wcoh.net

Project Description

Site Name	Hatfield		
Site Address	2997 Hatfield Road		
Site City, State	Lebanon, OH		
Structure Type	Self Support Tower		
Structure #		Height (ft)	320
GPS Coordinates	39.462833, -84.144944		

Professional Services (PJF Phase - Desc)		Scope Descriptive Notes	Fee
1	8511 - TIA Tower Inspection		\$1,600
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total			\$ 1,600

Deliverables

1	TIA Inspection
2	Opinion Letter
3	
4	
5	

Exclusions

1	Structural Analysis (Communications Structure)
2	Mount Analysis
3	Reinforcement Design
4	
5	


General Notes

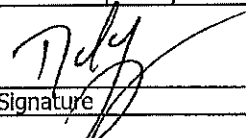
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Additional Notes

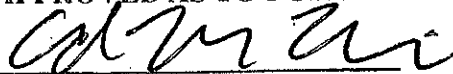
1	Tower condition assessment only. Does not include tower member or loading.
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Authorization

Offered By: Paul J. Ford and Company	
	10/4/2021
Signature	Date
Justin Ruh, PE / Engineering Manager	
Printed Name / Title	

Accepted By	
	10-12-21
Signature	Date
David G. Young / President	
Printed Name / Title	

APPROVED AS TO FORM



Adam M. Nice
 Assistant Attorney

Columbus
 250 E Broad St, Suite 600
 Columbus, OH 43215
 Phone 614.221.6679

Orlando
 1801 Lee Rd, Suite 230
 Orlando, FL 32789
 Phone 407.898.9039

Administration & Terms

Date	10/4/2021	Dept.	Lattice Towers
Proposal #	A00021-0217.001		
Terms	See Appendix A		

Contact Information

Prepared By	Stephanie Hays
Email	shays@pauljford.com
Phone	(614) 221-6679 x 1619

Client

Warren County Telecommunications	
500 Justice Drive	
Lebanon, OH 45036	
Attn	Gary Hardwick
Ph	(513) 695-2860
Email	Gary.Hardwick@wcoh.net

Project Description

Site Name	Snider		
Site Address	8181 Snider Road		
Site City, State	Mason, OH		
Structure Type	Self Support Tower		
Structure #		Height (ft)	262
GPS Coordinates	39.320611, -84.331889		

Professional Services (PJF Phase - Desc)

Scope Descriptive Notes

Fee

	Professional Services (PJF Phase - Desc)	Scope Descriptive Notes	Fee
1	8511 - TIA Tower Inspection		\$1,350
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total			\$ 1,350

Deliverables

1	TIA Inspection
2	Opinion Letter
3	
4	
5	

Exclusions

1	Structural Analysis (Communications Structure)
2	Mount Analysis
3	Reinforcement Design
4	
5	


General Notes

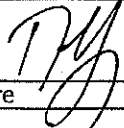
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Additional Notes

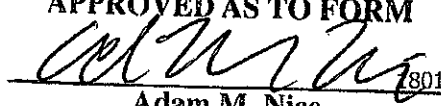
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Authorization

Offered By: Paul J. Ford and Company	
	10/4/2021
Signature	Date
Justin Ruh, PE / Engineering Manager	
Printed Name / Title	

Accepted By	
	10-12-21
Signature	Date
David G. Young / President	
Printed Name / Title	

APPROVED AS TO FORM



Adam M. Nice

Asst. Prosecuting Attorney

Administration & Terms

Date	10/4/2021	Dept.	Lattice Towers
Proposal #	A00021-0218.001		
Terms	See Appendix A		

Contact Information

Prepared By	Stephanie Hays
Email	shays@pauljford.com
Phone	(614) 221-6679 x 1619

Client

Warren County Telecommunications	
500 Justice Drive	
Lebanon, OH 45036	
Attn	Gary Hardwick
Ph	(513) 695-2860
Email	Gary.Hardwick@wcoh.net

Project Description

Site Name	Goosecreek		
Site Address	Furnas Oglesby Rd		
Site City, State	Waynesville, OH		
Structure Type	Self Support Tower		
Structure #		Height (ft)	180
GPS Coordinates	39.518333, -84.028889		

Professional Services (PJF Phase - Desc)		Scope Descriptive Notes	Fee
1	8511 - TIA Tower Inspection		\$1,250
2			
3			
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10			
Total			\$ 1,250

Deliverables

1	TIA Inspection
2	Opinion Letter
3	
4	
5	

Exclusions

1	Structural Analysis (Communications Structure)
2	Mount Analysis
3	Reinforcement Design
4	
5	


General Notes

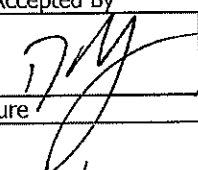
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4	Work will begin after NTP is received
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Additional Notes

1	Tower condition assessment only. Does not include tower member or loading.
2	
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Authorization

Offered By: Paul J. Ford and Company	
	10/4/2021
Signature	Date
Justin Ruh, PE / Engineering Manager	
Printed Name / Title	

Accepted By	
	10/12/21
Signature	Date
David G. Yarnal / President	
Printed Name / Title	

APPROVED AS TO FORM

Columbus
250 E Broad St, Suite 600
Columbus, OH 43215
Phone 614.221.6679

Orlando
1801 Lee Rd, Suite 230
Orlando, FL 32789
Phone 407.898.9039


Adam M. Nice
Asst. Prosecuting Attorney

PaulJFord.com

Administration & Terms

Date	10/4/2021	Dept.	Lattice Towers
Proposal #	A00021-0219.001		
Terms	See Appendix A		

Contact Information

Prepared By	Stephanie Hays		
Email	shays@pauljford.com		
Phone	(614) 221-6679 x 1619		

Client

Warren County Telecommunications	
500 Justice Drive	
Lebanon, OH 45036	
Attn	Gary Hardwick
Ph	(513) 695-2860
Email	Gary.Hardwick@wcoh.net

Project Description

Site Name	Lytle		
Site Address	360 East Lytle-Five Points Rd		
Site City, State	Dayton, OH		
Structure Type	Self Support Tower		
Structure #		Height (ft)	170
GPS Coordinates	39.568944, -84.189667		

	Professional Services (PJF Phase - Desc)	Scope Descriptive Notes	Fee
1	8511 - TIA Tower Inspection		\$1,250
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10			
Total			\$ 1,250

Deliverables

1	TIA Inspection
2	Opinion Letter
3	
4	
5	

Exclusions

1	Structural Analysis (Communications Structure)
2	Mount Analysis
3	Reinforcement Design
4	
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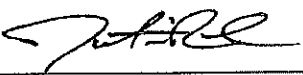
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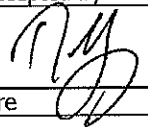
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Additional Notes

1	Tower condition assessment only. Does not include tower member or loading.
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Authorization

Offered By: Paul J. Ford and Company	
	10/4/2021
Signature	Date
Justin Ruh, PE / Engineering Manager	
Printed Name / Title	

Accepted By	
	10-12-21
Signature	Date
David G. Youn / President	
Printed Name / Title	

APPROVED AS TO FORM



Adam M. Nice

Asst. Prosecuting Attorney

Administration & Terms

Date	10/4/2021	Dept.	Lattice Towers
Proposal #	A00021-0220.001		
Terms	See Appendix A		

Contact Information

Prepared By	Stephanie Hays
Email	shays@pauljford.com
Phone	(614) 221-6679 x 1619

Client

Warren County Telecommunications	
500 Justice Drive	
Lebanon, OH 45036	
Attn	Gary Hardwick
Ph	(513) 695-2860
Email	Gary.Hardwick@wcoh.net

Project Description

Site Name	EOC		
Site Address	500 Justice Drive		
Site City, State	Lebanon, OH		
Structure Type	Self Support Tower		
Structure #		Height (ft)	180
GPS Coordinates	39.423944, -84.19825		

	Professional Services (PJF Phase - Desc)	Scope Descriptive Notes	Fee
1	8511 - TIA Tower Inspection		\$1,250
2			
3			
4			
5			
6			
7			
8			
9			
10			
		Total	\$ 1,250

Deliverables

1	TIA Inspection
2	Opinion Letter
3	
4	
5	

Exclusions

1	Structural Analysis (Communications Structure)
2	Mount Analysis
3	Reinforcement Design
4	
5	

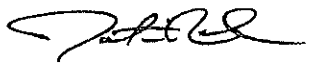
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4	Work will begin after NTP is received
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Additional Notes


1	Tower condition assessment only. Does not include tower member or loading.
2	
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Authorization

Offered By: Paul J. Ford and Company	
	10/4/2021
Signature	Date
Justin Ruh, PE / Engineering Manager	
Printed Name / Title	

Accepted By	
	10-12-21
Signature	Date
David G. Yano / President	
Printed Name / Title	

APPROVED AS TO FORM


Adam M. Nice Orlando
 1801 Lee Rd, Suite 230
 Orlando, FL 32789
 Phone 407.898.9039
Asst. Prosecuting Attorney

Administration & Terms

Date	10/4/2021	Dept.	Lattice Towers
Proposal #	A00021-0221.001		
Terms	See Appendix A		

Contact Information

Prepared By	Stephanie Hays		
Email	shays@pauljford.com		
Phone	(614) 221-6679 x 1619		

Client

Warren County Telecommunications	
500 Justice Drive	
Lebanon, OH 45036	
Attn	Gary Hardwick
Ph	(513) 695-2860
Email	Gary.Hardwick@wcoh.net

Project Description

Site Name	Washington Twp.		
Site Address	415 Wilmington Road		
Site City, State	Clarksville, OH		
Structure Type	Self Support Tower		
Structure #		Height (ft)	200
GPS Coordinates	39.423944, -84.19825		

Professional Services (PJF Phase - Desc)		Scope Descriptive Notes	Fee
1	8511 - TIA Tower Inspection		\$1,250
2			
3			
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10			
Total			\$ 1,250

Deliverables

1	TIA Inspection
2	Opinion Letter
3	
4	
5	

Exclusions

1	Structural Analysis (Communications Structure)
2	Mount Analysis
3	Reinforcement Design
4	
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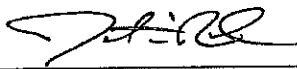
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Additional Notes

1	Tower condition assessment only. Does not include tower member or loading.
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Authorization

Offered By: Paul J. Ford and Company	
	10/4/2021
Signature	Date
Justin Ruh, PE / Engineering Manager	
Printed Name / Title	

Accepted By	
	10-12-21
Signature	Date
David B. Udina / President	
Printed Name / Title	

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Orlando
1801 Lee Rd, Suite 230
Orlando, FL 32789
Phone 407.898.9039

Columbus
250 E Broad St, Suite 600
Columbus, OH 43215
Phone 614.221.6679

PaulJFord.com

Appendix A - Terms and Conditions

Paul J. Ford and Company, (the Consultant) shall perform the scope of services for the fee stated in the proposal letter according to these terms and conditions. The proposal letter and these terms and conditions constitute an agreement governed by the State of Ohio laws.

Standard of care: The standard of care for all Professional Services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.

Ownership of documents: All documents prepared or furnished by Consultant are instruments of service and Consultant retains an ownership and property interest in such documents, whether or not the Project is completed.

Compensation for services: The Client agrees to pay Consultant for the complete and acceptable performance of all Services furnished by the Consultant. Consultant shall submit its invoices to Client on a monthly basis. Payment will be made 30 days from receipt of an invoice.

Additional services: Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a supplemental proposal of the change setting forth an adjustment to the Services, fees and delivery date for the requested changes.

Termination of agreement: Either Party shall have the right in its sole discretion to terminate this Agreement for convenience or for cause upon ten (10) days' prior written notice to the other Party. The Consultant shall only be entitled to retain as compensation a fee for that percentage of Services actually completed to the date of termination.

Risk allocation: To the fullest extent permitted by law, the total liability of the Consultant and the Consultant's officers, directors, partners, and employees, to the Client and any Subconsultants to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, of any nature whatsoever resulting from or in any way related to the Project or Agreement from any cause or causes shall not exceed the total sum paid on behalf of or to the Consultant by its insurers.

Indemnification: To the fullest extent permitted by law and subject to the limitations identified herein, Consultant shall indemnify and hold harmless the Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or its officers, directors, members, partners, agents, employees, or subcontractors in the performance of Services under this Agreement.

To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Client, Consultant, and all other negligent entities and individuals.

Dispute resolution: In the event of a dispute, the Parties will use their best efforts to resolve the dispute, in good faith, within thirty (30) days. All claims, disputes and other matters in controversy between Consultant and Client arising out of this Agreement shall be submitted to mediation before and as a condition precedent to other remedies provided by law.

Client's responsibility: The Client shall provide Consultant with all criteria and full information as to Client's requirements for the Project. The Consultant shall be entitled to rely on the accuracy and completeness of such data, and information in performing or furnishing Services under this Agreement.

Contractor's responsibility: The Consultant shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures and programs in connection with the work. Client agrees that the Consultant shall have absolutely no responsibility for the safety of any construction or jobsite under this Agreement. The Consultant will not be responsible for taking temporary construction loads into consideration as the contractors sequence and methods are unknown.

Construction observation: Any drawings provided by the Consultant are conceptual and indicate the end result of completed construction. The Consultant shall not have control over, charge of, or responsibility for the Contractor's failure to perform the work in accordance with the requirements of the contract documents. The Consultant's basic service does not include construction observations unless construction phase services are requested as an additional service.

Construction cost estimates: Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

Time of performance: The Consultant shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in accordance with the agreed upon schedule.

Consequential damages: Neither party shall be liable to the other for any special, consequential, indirect, punitive or exemplary damages of any nature whatsoever including, but not limited to, loss of profits or revenue, loss of use or opportunity, loss of good will, cost of substitute facilities, goods or services, and/or cost of capital.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1374

Adopted Date October 12, 2021

APPROVE AGREEMENT AND ADDENDUM WITH ENA, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve the agreement and addendum with ENA, Inc., 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 – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— ENA, 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 ENA, Inc., hereinafter "Provider," whose address is:

ENA, Inc.
115 Private Road 977
Pedro, OH 45659

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 **06/01/2021** 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 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
ENA, Inc.
115 Private Road 977
Pedro, OH 45036

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

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

Article XIX. CONFLICT OF INTEREST

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

ORC 102.03, ORC 102.04 , ORC 2921.42, ORC 2921.43.

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

Article XX. INSURANCE

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

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

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

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

General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

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

F. The Provider further agrees with the following provisions:

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

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

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

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

Article XXIV. 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

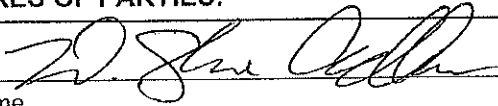

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or 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:		8/9/2021
Printed Name		Date
ENA, Inc.		
Agency:		10/14/21
Printed Name		Date
Warren County Children Services		

APPROVED AS TO FORM

 Kathryn M. Horvath

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 ENA, Inc.		
Street/Mailing Address 115 Private Road 977		
City Pedro	State OH	Zip Code 45659

Contract ID : 19239414

Originally Dated :06/01/2021 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:

06/01/2021

Amendment End Date :

05/31/2022

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency : Warren County Children Services
 Run Date: 02/19/2021
 Provider / ID : ENA, Inc / 24475
 Contract Period : 06/01/2021 - 05/31/2022

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Residential Services - Level 1 (20662)	1607640		\$213.00	\$2.00							\$215.00	06/01/2021	05/31/2022
Residential Services - Level 2 (20743)	2167672		\$302.00	\$3.00							\$305.00	06/01/2021	05/31/2022
Residential Services - Level 3 (20744)	2167673		\$332.00	\$4.00							\$336.00	06/01/2021	05/31/2022
Residential Services - Level 4 (20849)	6283663		\$430.00	\$5.00							\$435.00	06/01/2021	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:

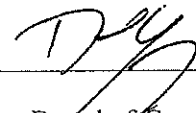
The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

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

21-1374, dated 10-12-21, and by the duly authorized
of _____ [Provider].

SIGNATURES OF PARTIES:

* 

President
Warren County Board of Commissioners

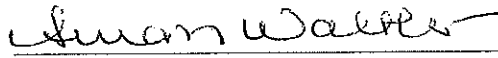
Date 10-12-21



Provider

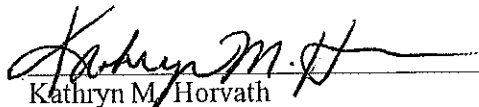
Date 8/9/2021

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 Lawrence

I, Fran Adams, holding the title and position of Administrative Spec at the firm ENA, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Fran Adams
AFFIANT

Subscribed and sworn to before me this 9th day of August 2021

Guillaume Lalong
(Notary Public),

Lawrence County.

My commission expires August 30, 2023

Resolution

Number 21-1375

Adopted Date October 12, 2021

AUTHORIZE ACCEPTANCE OF QUOTE Q-451041 FROM ESRI, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR ARCGIS NETWORK ANALYST FOR DESKTOP SINGLE USE PERPETUAL LICENSE

WHEREAS, ESRI, Inc. will provide ArcGIS Network Analyst for Desktop Single Use Perpetual License, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from ESRI, Inc. on behalf of Warren County Telecommunications for ArcGIS Network Analyst for Desktop Single Use Perpetual License; as attached hereto and a part hereof.

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ERSI, Inc.
Telecom (file)



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMSS

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 8/19/2021 To: 11/17/2021

Quotation # Q-451041

Date: August 19, 2021

Customer # 269966 Contract #

County of Warren
 Public Safety Network &
 500 Justice Dr
 Lebanon, OH 45036-2379

ATTENTION: Don Sebastianelli
 PHONE: (513) 695-1315
 EMAIL: don.sebastianelli@wcoh.net

Material	Qty	Unit Price	Total
99734	1	\$2,061.00	\$2,061.00
ArcGIS Network Analyst for Desktop Single Use Perpetual License			

Subtotal:	\$2,061.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$2,061.00

*The single use extension quoted herein will extend the functionality of one of your ArcGIS Desktop Single Use licenses. Maintenance on the extension follows the maintenance of the core license; your annual maintenance will be adjusted at the next maintenance renewal term to include the extension.

The following items are optional items listed for your convenience.
 These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
122277	1	\$500.00	\$500.00
ArcGIS Network Analyst for Desktop Single Use Primary Maintenance			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or Invoice program.

For questions contact: Wes Jeter	Email: wjeter@esri.com	Phone: 909 793 2853 x6402
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		



Quotation # Q-451041

Date: August 19, 2021

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 269966 Contract #

County of Warren
Public Safety Network &
500 Justice Dr
Lebanon, OH 45036-2379

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/19/2021 To: 11/17/2021

ATTENTION: Don Sebastianelli
PHONE: (513) 695-1315
EMAIL: don.sebastianelli@wcoh.net

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

* [Signature]
Signature of Authorized Representative
David G. Yang
Name (Please Print)
President
Title

10-12-21
Date

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

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Wes Jeter
Email: wjeter@esri.com
Phone: 909 793 2853 x6402

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

Product-Specific Terms of Use



The following list identifies additional terms of use that apply to specific Products. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to a Product follow the same scope of use as that granted for the corresponding Product. In addition to the definitions within the Master Agreement, the following definitions will apply to the Product-Specific Terms of Use:

- "Authentication" means using any Esri provided mechanism that enables access to ArcGIS Platform location services. See Security and Authentication documentation (<https://developers.arcgis.com/documentation/mapping-apis-and-services/security/>) for current list of Authentication mechanisms).

Desktop Products

- ArcGIS Desktop (Advanced, Standard, or Basic) (26)
- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcPad (13)
- ArcReader (20)
- ArcGIS for Personal Use (3; 26)
- ArcGIS CityEngine (78)

Server Products

- ArcGIS Enterprise
 - Standard or Advanced (17; 21; 23; 31; 87)
 - Workgroup Standard or Advanced (21; 23; 26; 28; 29; 30; 87)
 - ArcGIS GIS Server (Standard or Advanced) (31)
 - ArcGIS GIS Server Basic (31; 39)
 - ArcGIS GIS Server Workgroup (Standard or Advanced) (26; 28; 29; 30)
 - ArcGIS GIS Server Workgroup Basic (26; 39)
 - ArcGIS Maritime (2)
- ArcGIS Enterprise Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, and ArcGIS Notebook Server Standard (31)
- ArcGIS Enterprise Workgroup Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, and ArcGIS Notebook Server Standard (4)
- ArcGIS Business Analyst Enterprise (17; 21; 23; 31; 87)
- ArcGIS World Geocoder Basic (67)

Developer Products

- ArcGIS Developer Subscription
 - All Plans (24; 26; 66; 68; 89; 91; 94; 95; 97)
 - Active subscriptions with an effective start date prior to January 27, 2021 (79)
 - Active subscriptions with an effective start date after January 26, 2021 (88)
 - Builder, Professional, Premium, or Enterprise Plans (77, 92)
 - Essentials Plan (90)
 - ArcGIS AppStudio Developer Edition (11; 16; 19)
 - ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, Qt, or WPF (16; 19)
 - ArcGIS Engine Developer Kit and Extensions (16; 19; 22; 26)
 - ArcGIS Web API for JavaScript (16; 64)
 - ArcGIS CityEngine SDK and Procedural Runtime (19)

- ArcGIS Runtime Deployment License for Android, iOS, Java, Mac OS X, .NET, Qt, or WPF
 - Lite (15)
 - Basic or Standard (1; 14; 15; 18)
 - Advanced (14; 15; 18)
- ArcGIS Engine Deployment License for Windows/Linux and Extensions (15; 22; 26)
- Esri File Geodatabase API (47)

Mobile

- ArcGIS Navigator (14)

Other

- ArcGIS Hub (85)
- ArcGIS Indoors (86)
- ArcGIS Maps for Adobe Creative Cloud Complimentary user (74)
- ArcGIS Insights (17)
- Site Scan for ArcGIS Operator license (32; 33)

Online Services

- ArcGIS Online subscriptions are available through multiple Selling Programs:
 - Commercial Retail, EAs; and Government Programs (23; 66; 68; 69; 70; 82; 93; 96)
 - Education Programs (23; 66; 68; 69; 70; 71; 82; 93; 96)
 - Non-profit Programs (23; 66; 68; 69; 70; 71; 82; 93; 96)
- Public Plan (66; 68; 74; 75; 76; 80)
 - Customers under the following categories have these additional rights:
 - Commercial Retail (72)
 - enterprise agreements (72)
 - Government (72)
 - NGO/NPO (72)
 - Press/Media Programs (72)
 - Education Programs (71)
- ArcGIS AEC Project Delivery Subscription (83)
- ArcGIS Velocity (25)

Footnotes:

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal, noncommercial use only.
4. – Limited to 1 four-core server.
 - Can be installed on a separate machine.
- 5–10. Reserved.
11. Applications built with ArcGIS AppStudio Developer Edition are subject to the terms of use for ArcGIS Runtime Deployment License.
12. Reserved.
13. Licensed as a Dual Use License.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under export regulation.
17. Customer shall not redistribute Oracle Instant Client libraries or their documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement solely with respect to Customer's use of the Oracle Instant Client libraries. The Uniform Computer Information Transaction Act (UCITA) shall not apply to Customer's use of the Oracle Instant Client libraries.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.

21. See Master Agreement <https://www.esri.com/legal/software-license> for additional terms of use for Named User Licenses.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. System to System Communication
 - a. Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise or ArcGIS Online to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Viewer Named User Credential or Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Viewer Named User Credential or Level 1 Named User Credential used as a basic service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
 - b. Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise or ArcGIS Online and other third-party, enterprise business system(s) in the customer's organization. Customer may use an Editor (or higher) Named User Credential or Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Editor (or higher) Named User Credential or Level 2 Named User Credential used as a standard service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions; all other Software is licensed as a Single Use License.
25. An ArcGIS Velocity subscription includes a given storage and compute or item capacity as described in the Ordering Document. As Customer creates ArcGIS Velocity services, compute and storage capacity is utilized, up to the total capacity available. Customers of the Advanced license level may purchase a limited number of ArcGIS Velocity Item Units and ArcGIS Velocity Storage Units to augment their capacity. Customers of the Dedicated license level may purchase additional ArcGIS Velocity Storage Units and ArcGIS Velocity Compute Units as needed. Esri will notify Customer's subscription account administrator when Customer's compute consumption reaches approximately 75 percent or when storage consumption reaches approximately 50 percent of the capacity allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's creation of additional ArcGIS Velocity services or suspend existing ArcGIS Velocity services if Customer has utilized all its compute or storage capacity. Esri will promptly restore Customer's access to its ArcGIS Velocity services once Customer has purchased additional ArcGIS Velocity Compute, Item, or Storage Units.
26. The geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data. All components must be installed on a single server.
31. Includes a Failover License.
32. The use of this Software does not include a pilot's license (e.g., FAA, EASA, etc.) to operate a drone.
33. Customer may only use online storage provided with this Software to store Customer Content collected or processed through this Software.
- 34-38. Reserved.

39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40–46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–63. Reserved.
64. Value-Added Applications for web deployment must be used in conjunction with other Esri Products. Third-party technologies may also be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. Only Customers with an active Online Services subscription may store geocoded results generated by World Geocoding Service.
67. Limited to 250,000,000 geocodes per annual subscription.
68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
69. May be used for any business purpose of Customer's organization.
70. May be used for development and test purposes for Customer's organization.
71. May be used for teaching purposes in educational organizations.
72. May be used for the internal business purposes of Customer's organization.
73. Reserved.
74. May be used for personal use.
75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
76. Customer is not permitted to create private groups or participate in any private groups.
77. Includes a Commercial App Deployment license.
- A Commercial App Deployment license is required when:
 - Customer deploys revenue-generating Value-Added Applications that are not for use solely with an ArcGIS Online or ArcGIS Enterprise license and have not yet migrated to use ArcGIS Platform location services Authentication.
 - A Commercial App Deployment license is not required when:
 - Customer deploys revenue-generating Value-Added Applications solely for use with an ArcGIS Online and/or ArcGIS Enterprise license. Such Value-Added Applications are not required to use ArcGIS Platform location services Authentication.
78. Includes a Commercial App Deployment license.
79. Each subscription is limited to 1,000,000 geosearch transactions per month in conjunction with Customer's subscription. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted toward the transaction limit. However, storage does consume Service Credits. For transactions greater the 1,000,000 per month, call Esri Sales or your local distributor for details.
80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
81. Reserved.
82. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.
83. Customer must use a separate AEC Project Delivery Subscription for each Customer client ("Client"). Customer may (i) use the AEC Project Delivery Subscription solely to collaborate on project work with its Client; and (ii) provide Client with Named User access to the AEC Project Delivery Subscription to enable Client to access the AEC Project Delivery Subscription to collaborate on project work that Customer

- performs for Client. Client may not use the Named User License for any other purpose. Customer is solely responsible for Client's compliance with these terms of use and will ensure that Client stops using the AEC Project Delivery Subscription when the project ends.
84. Reserved.
 85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.
 86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.
 87. Accessing Parcel Fabric services provided by ArcGIS Enterprise is prohibited except through ArcGIS Pro Standard and ArcGIS Pro Advanced.
 88. Subscription limits are determined as defined by the available Service Request Plans.
 89. Customer may distribute revenue-generating Value-Added Applications, that access Online Services through Online Services Authentication, to third parties. All revenue-generating Value-Added Applications are required to use Authentication when accessing Online Services. Except as set forth in footnote 77 above, Customers who are in the process of migrating their revenue-generating Value-Added Applications to use ArcGIS Platform location services must have a Commercial App Deployment license until the migration to ArcGIS Platform location services is complete.
 90. Customer may have multiple subscriptions within their organization for development and test purposes. Customer may only use one subscription within their organization for use with deployed Value-Added Applications.
 91. Application migration—a developer who has Value-Added Applications built with:
 - a. The client APIs (including JavaScript 4.x and Runtime SDKs (any version), REST, Esri's open source mapping libraries, supported 3rd party open source mapping libraries) is required to use the ArcGIS Platform location services in their applications by April 30, 2022.
 - b. The JavaScript 3.x API are required to use the ArcGIS Platform location services in their applications by December 31, 2022
 92. Customer is only permitted to create private groups or participate in private groups within the development and test ArcGIS Online Organization Subscription included with the ArcGIS Developer Subscription.
 93. Includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.
 94. Customer may purchase Pre-Paid Service Request Plans. Pre-Paid Service Request Plans enable the Customer to consume Online Services. As Customer consumes Online Services, Service Request Fees are automatically debited from Customer's subscription, the amount varying depending on the Online Services that Customer is using, up to the maximum Pre-Paid amount available. Esri will notify Customer's subscription account administrator when Customer's consumption reaches approximately 75 percent of the available Pre-Paid Service Request Plan purchased. Customer may choose to allow continued access to ArcGIS Platform location services after consuming 100 percent of the Pre-Paid Service Request Plan by enabling overages. If overages are enabled, Customer is responsible for paying the associated costs of using the location services at the applicable rates. Esri will automatically invoice monthly in arrears at applicable payment terms for the amount above Pre-Paid Service Request Plan purchased. Esri reserves the right to suspend Customer's access to ArcGIS Platform if Customers has a past due amount. If overages are not enabled by Customer Esri reserves the right to suspend Customer's

access to Online Services requiring Service Requests when Customer has consumed the full amount paid for the Pre-Paid Service Request Plan. Esri will promptly restore Customer's access to its Online Services once Customer funds access to the Online Services.

95. Customer may purchase a Pay-As-You-Go Service Request Plan. There is no limit on the Service Requests that Customer may consume if they have purchased a Pay-As-You-Go Service Request Plan.
96. Customer may use ArcGIS Image services for interactive, non-programmatic access by Named Users only. Programmatic use of the ArcGIS Image services (e.g., batch classification, deep learning, etc., or exporting volumes of data larger than 10MB at a time) are not permitted.
97. Customer's end users who are prompted for an API key for use with a third party's Value-Added Application must generate such API keys through an ArcGIS Developer Subscription. API keys generated through an ArcGIS Online account are not permitted in this scenario.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1376

Adopted Date October 12, 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:

Galen College of Nursing
100 East Business Way # 200
Cincinnati, Ohio 45241

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

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

Resolution adopted this 12th day of October 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 Galen College of Nursing, 100 East Business Way #200, Cincinnati, Ohio 45241, 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:

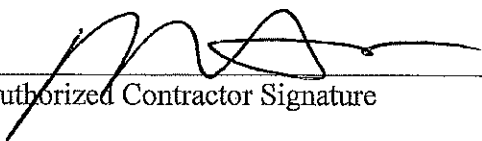
Warren County Board of Commissioners



David G. Young, President

10.12.21
Date

Contractor



Authorized Contractor Signature


10/5/2021
Date

Ken Huss

Typed Name of Authorized Contractor

10/5/2021
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

10-6-2021
Date

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1377

Adopted Date October 12, 2021

ACKNOWLEDGE RECEIPT OF SEPTEMBER 2021 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the September 2021 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file) _____
S. Spencer
Tina Osborne

Financial Statement for 2021 Period 09



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	70,525,968.97	16,259,388.01	4,556,954.34	82,228,402.64	323,713.22	82,552,115.86
2201	SENIOR CITIZENS SERVICE LEVY	10,852,005.58	3,384,833.35	44,947.54	14,191,891.39	0.00	14,191,891.39
2202	MOTOR VEHICLE	6,913,698.17	1,087,554.04	1,472,429.73	6,528,822.48	876,865.56	7,405,688.04
2203	HUMAN SERVICES	664,383.27	563,420.25	567,797.76	660,005.76	38,114.75	698,120.51
2204	COVID19 EMERGENCY RENTAL ASSIS	8,140,747.01	0.00	244,161.04	7,896,585.97	86,213.54	7,982,799.51
2205	BOARD OF DEVELOPMENTAL DISABIL	37,641,079.01	6,732,530.90	1,308,601.41	43,065,008.50	279,671.74	43,344,680.24
2206	DOG AND KENNEL	722,311.36	7,024.84	23,098.31	706,237.89	0.00	706,237.89
2207	LAW LIBRARY RESOURCES FUND	194,161.76	24,149.28	34,898.73	183,412.31	52.91	183,465.22
2208	CO&TRANSIT MEDICAID SALES TAX	835,463.72	0.00	0.00	835,463.72	0.00	835,463.72
2209	BOE ELECTIONS SECURITY GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	20,339,527.08	0.00	786,771.19	19,552,755.89	0.00	19,552,755.89
2215	VETERAN'S MEMORIAL	5,842.34	0.00	0.00	5,842.34	0.00	5,842.34
2216	RECORDER TECH FUND 317.321	489,259.05	15,843.75	3,912.65	501,190.15	109.00	501,299.15
2217	BOE TECHNOLOGY FUND 3501.17	1,865,641.16	89,324.54	0.00	1,954,965.70	0.00	1,954,965.70
2218	COORDINATED CARE	718,407.74	500.00	16,621.00	702,286.74	15,846.00	718,132.74
2219	WIRELESS 911 GOVERNMENT ASSIST	364,035.88	22,489.12	12,425.05	374,099.95	0.00	374,099.95
2220	CP INDIGENT DRVR INTRLK/MONITG	8,458.82	153.70	0.00	8,612.52	0.00	8,612.52
2221	CC/MC INDIGENT DRIVER INTERLOC	114,898.10	1,198.53	0.00	116,096.63	0.00	116,096.63
2222	JUV INDIGENT DRIVER INTERLOCK	2,094.87	0.00	0.00	2,094.87	0.00	2,094.87
2223	PROBATE/JUVENILE SPECIAL PROJ	266,307.69	3,850.82	24,084.21	246,074.30	0.00	246,074.30
2224	COMMON PLEAS SPECIAL PROJECTS	234,201.88	5,404.12	-44,898.46	284,504.46	2,500.00	287,004.46
2227	PROBATION SUPERVISION 2951.021	707,135.58	12,053.00	0.00	719,188.58	0.00	719,188.58
2228	MENTAL HEALTH GRANT	111,914.69	0.00	0.00	111,914.69	0.00	111,914.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,544,947.27	49,271.21	0.00	2,594,218.48	0.00	2,594,218.48
2231	CO LODGING ADD'L 1%	114,703.42	117,798.51	114,703.42	117,798.51	0.00	117,798.51
2232	COUNTY LODGINGS TAX (FKA 7731)	344,253.44	353,395.13	344,253.44	353,395.13	0.00	353,395.13

Financial Statement for 2021 Period 09



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2233	DOMESTIC SHELTER	7,309.00	4,251.00	0.00	11,560.00	0.00	11,560.00
2237	REAL ESTATE ASSESSMENT	6,466,481.84	1,353,501.00	89,732.62	7,730,250.22	1,492.18	7,731,742.40
2238	WORKFORCE INVESTMENT BOARD	21,083.87	163,750.48	164,913.85	19,920.50	108,191.94	128,112.44
2243	JUVENILE GRANTS	315,535.38	0.00	951.28	314,584.10	0.00	314,584.10
2245	CRIME VICTIM GRANT FUND	20,141.47	4,644.14	5,694.20	19,091.41	25.65	19,117.06
2246	JUVENILE INDIGENT DRIVER ALCOH	20,439.84	91.60	0.00	20,531.44	0.00	20,531.44
2247	FELONY DELINQUENT CARE/CUSTODY	999,177.73	0.00	74,991.48	924,186.25	497.83	924,684.08
2248	TAX CERTIFICATE ADMIN FUND	28,211.74	174.75	136.00	28,250.49	0.00	28,250.49
2249	DTAC-DELINQ TAX & ASSESS COLLE	656,450.58	31,795.00	14,684.95	673,560.63	0.00	673,560.63
2250	CERT OF TITLE ADMIN FUND	5,215,505.81	202,196.30	72,825.06	5,344,877.05	1,188.14	5,346,065.19
2251	COAP GRANT - OPIOD ABUSE PROG	357,803.45	0.00	2,594.12	355,209.33	106.96	355,316.29
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	78,598.80	31,300.00	28,764.74	81,134.06	7,937.60	89,071.66
2255	MUNICIPAL VICTIM WITNESS FUND	81,757.87	0.00	6,195.45	75,562.42	0.00	75,562.42
2256	WARREN COUNTY SOLID WASTE DIST	1,176,537.36	9,085.64	9,717.71	1,175,905.29	1,012.86	1,176,918.15
2257	OHIO PEACE OFFICER TRAINING	82,147.00	0.00	0.00	82,147.00	0.00	82,147.00
2258	WORKFORCE INVESTMENT ACT FUND	69,569.66	100,769.76	81,812.26	88,527.16	31,046.82	119,573.98
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	15,498.13	15,498.13	200.01	0.00	200.01
2262	COMMUNITY CORRECTIONS MONITORI	704,114.71	28,668.38	18,220.10	714,562.99	108.00	714,670.99
2263	CHILD SUPPORT ENFORCEMENT	1,239,532.55	265,241.48	235,672.87	1,269,101.16	1,608.26	1,270,709.42
2264	EMERGENCY MANAGEMENT AGENCY	194,642.84	0.00	20,277.49	174,365.35	251.61	174,616.96
2265	COMMUNITY DEVELOPMENT	560,888.75	53,710.06	13,574.47	601,024.34	46,501.71	647,526.05
2266	COMM DEV-ENT ZONE MONITOR FEES	105,563.00	0.00	0.00	105,563.00	0.00	105,563.00
2267	LOEB FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2021 Period 09



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2268	INDIGENT GUARDIANSHIP FUND	235,970.51	1,870.00	152.18	237,688.33	0.00	237,688.33
2269	INDIGENT DRIVER ALCOHOL TREATM	645,384.13	4,987.00	0.00	650,371.13	0.00	650,371.13
2270	JUVENILE TREATMENT CENTER	210,007.39	260,305.88	100,142.07	370,171.20	6,429.28	376,600.48
2271	DTAC-PROSECUTOR ORC 321.261	214,026.42	31,755.00	13,985.02	231,796.40	0.00	231,796.40
2272	CP INDIGENT DRVR ALC TREATMT	38,663.18	0.00	0.00	38,663.18	0.00	38,663.18
2273	CHILDREN SERVICES	8,534,762.17	710,326.20	510,205.63	8,734,882.74	238,842.87	8,973,725.61
2274	COUNTY COURT COMPUTR 1907.261A	70,795.84	967.00	212.91	71,549.93	0.00	71,549.93
2275	COUNTY CRT CLK COMP 1907.261B	28,386.67	2,444.00	0.00	30,830.67	0.00	30,830.67
2276	PROBATE COMPUTER 2101.162	89,788.76	744.00	0.00	90,532.76	0.00	90,532.76
2277	PROBATE CLERK COMPUTR 2101.162	244,289.01	2,480.00	0.00	246,769.01	0.00	246,769.01
2278	JUVENILE CLK COMPUTR 2151.541	27,707.23	1,490.27	0.00	29,197.50	0.00	29,197.50
2279	JUVENILE COMPUTER 2151.541	41,743.14	452.15	0.00	42,195.29	0.00	42,195.29
2280	COMMON PLEAS COMPUTER 2303.201	63,144.74	981.00	0.00	64,125.74	0.00	64,125.74
2281	DOMESTIC REL COMPUTER 2301.031	11,160.36	204.00	951.28	10,413.08	951.28	11,364.36
2282	CLERK COURTS COMPUTER 2303.201	261,212.51	3,743.00	2,866.29	262,089.22	955.43	263,044.65
2283	COUNTY CT SPEC PROJ 1907.24B1	1,891,640.51	15,835.65	1,099.60	1,906,376.56	1,099.60	1,907,476.16
2284	COGNITIVE INTERVENTION PROGRAM	396,212.82	7,680.80	787.05	403,106.57	738.65	403,845.22
2285	CONCEALED HANDGUN LICENSE	793,892.53	9,470.00	5,164.32	798,198.21	185.98	798,384.19
2286	SHERIFF-DRUG LAW ENFORCEMENT	13,223.00	250.00	825.87	12,647.13	3,097.64	15,744.77
2287	SHERIFF-LAW ENFORCEMENT TRUST	103,610.86	3,351.01	2,679.04	104,282.83	397.51	104,680.34
2288	COMM BASED CORRECTIONS DONATIO	7,245.26	0.00	0.00	7,245.26	0.00	7,245.26
2289	COMMUNITY BASED CORRECTIONS	221,980.05	5,156.35	2,615.35	224,521.05	0.00	224,521.05
2290	HAZ MAT EMERG PLAN SPEC FUND	3.84	0.00	0.00	3.84	0.00	3.84
2291	SHERIFF-D.A.R.E. PROGRAM	1,163.53	0.00	0.00	1,163.53	0.00	1,163.53
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	24,467.40	22,500.00	12,198.22	34,769.18	13,222.78	47,991.96
2294	SHERIFF DARE LAW ENFORC GRANT	8,986.61	0.00	0.00	8,986.61	0.00	8,986.61

Financial Statement for 2021 Period 09



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2295	TACTICAL RESPONSE UNIT	20,950.17	0.00	1,384.52	19,565.65	901.00	20,466.65
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	127,994.43	812.00	0.00	128,806.43	0.00	128,806.43
2298	REHAB INC FUNDS	72,376.74	0.00	0.00	72,376.74	0.00	72,376.74
2299	COUNTY TRANSIT	1,111,172.88	650,297.88	143,769.58	1,617,701.18	65,395.38	1,683,096.56
3327	BOND RETIREMENT SPECIAL ASSMT	217,796.11	112,585.60	0.00	330,381.71	0.00	330,381.71
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	904,135.63	0.00	0.00	904,135.63	0.00	904,135.63
3384	TAX INCREMENT FINANCING - P&G	868,699.78	0.00	0.00	868,699.78	0.00	868,699.78
3393	RID BOND GREENS OF BUNNEL	3,049,902.56	231,605.10	2,488.19	3,279,019.47	0.00	3,279,019.47
3395	JAIL BONDS 2019	479.09	5,047,550.00	0.00	5,048,029.09	0.00	5,048,029.09
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	31,044.12	0.00	0.00	31,044.12	0.00	31,044.12
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	69,115.47	0.00	0.00	69,115.47	0.00	69,115.47
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	391,389.47	0.00	5,797.34	385,592.13	0.00	385,592.13
4438	NB COLUMBIA/3C RIGHT TURN LN	33,584.69	0.00	14,376.39	19,208.30	0.00	19,208.30
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	11,050,000.00	0.00	0.00	11,050,000.00	0.00	11,050,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	667,810.17	0.00	15,186.79	652,623.38	0.00	652,623.38

Financial Statement for 2021 Period 09



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	6,284,356.29	0.00	24,743.68	6,259,612.61	21,525.95	6,281,138.56
4479	AIRPORT CONSTRUCTION	911,673.44	78,985.00	41,057.05	949,601.39	0.00	949,601.39
4484	P&G TIF ROAD CONSTRUCTION	0.00	1,784,581.46	19,172.21	1,765,409.25	0.00	1,765,409.25
4485	MIAMI VALLEY GAMING TIF	741,749.02	589,264.60	6,330.62	1,324,683.00	0.00	1,324,683.00
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	1,943,851.84	0.00	12,301.40	1,931,550.44	0.00	1,931,550.44
4493	REDEVELOPMENT TAX EQUIV FUND	1,342,320.45	0.00	324,787.03	1,017,533.42	5,533.39	1,023,066.81
4494	COURTS BUILDING	1,856,606.37	0.00	21,801.00	1,834,805.37	9,301.00	1,844,106.37
4495	JAIL CONSTRUCTION SALES TAX	19,517,357.06	1,233,432.18	6,415,930.19	14,334,859.05	1,311,603.21	15,646,462.26
4496	JUVENILE DETENTION ADDN & RENO	281,460.94	0.00	0.00	281,460.94	0.00	281,460.94
4497	JAIL CONSTRUCTION & REHAB	9,961,558.75	0.00	0.00	9,961,558.75	0.00	9,961,558.75
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	287,507.59	0.00	0.00	287,507.59	0.00	287,507.59
5510	WATER REVENUE	33,094,199.65	1,357,903.78	6,024,636.93	28,427,466.50	89,597.84	28,517,064.34
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	800,735.59	1,377,018.50	40,973.29	2,136,780.80	25,794.66	2,162,575.46
5580	SEWER REVENUE	31,002,066.40	705,007.21	1,980,339.31	29,726,734.30	159,698.70	29,886,433.00
5581	SEWER IMPROV-WC VOCATIONAL SCH	244,909.96	5,960.58	0.00	250,870.54	0.00	250,870.54
5583	WATER CONST PROJECTS	1,031,389.77	5,061,122.05	1,363,702.40	4,728,809.42	58,440.44	4,787,249.86
5590	STORM WATER TIER 1	149,003.22	144,827.52	121,598.96	172,231.78	0.00	172,231.78
6619	VEHICLE MAINTENANCE ROTARY	210,138.02	52,700.62	72,574.48	190,264.16	33,059.07	223,323.23
6630	SHERIFF'S POLICING REVOLV FUND	800,232.69	913,907.11	375,955.75	1,338,184.05	0.00	1,338,184.05
6631	COMMUNICATIONS ROTARY	311,820.31	2,663.56	6,641.00	307,842.87	287.41	308,130.28
6632	HEALTH INSURANCE	3,277,806.99	1,033,863.97	919,967.64	3,391,703.32	99,231.94	3,490,935.26
6636	WORKERS COMP SELF INSURANCE	1,676,645.37	0.00	38,750.25	1,637,895.12	9,938.08	1,647,833.20

Financial Statement for 2021 Period 09



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6637	PROPERTY & CASUALTY INSURANCE	243,590.85	0.00	108,887.28	134,703.57	0.00	134,703.57
6650	GASOLINE ROTARY	220,322.55	73,972.00	71,542.87	222,751.68	24,053.23	246,804.91
7707	P.E.R.S. ROTARY	2,741.88	0.00	0.00	2,741.88	0.00	2,741.88
7708	TOWNSHIP FUND	0.00	23,623,864.86	23,623,864.86	0.00	0.00	0.00
7709	CORPORATION FUND	4,635.77	9,851,266.71	9,853,603.69	2,298.79	0.00	2,298.79
7713	WATER-SEWER ROTARY FUND	373,261.95	2,071,595.50	2,274,858.61	169,998.84	0.00	169,998.84
7714	PAYROLL ROTARY	350,601.56	3,241,798.73	3,227,465.53	364,934.76	697,932.49	1,062,867.25
7715	NON PARTICIPANT ROTARY	5,020.08	386.16	5,020.08	386.16	0.00	386.16
7716	SCHOOL	0.00	55,015,774.58	55,015,774.58	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	121,671,521.05	1,104,806.67	118,445,517.74	4,330,809.98	37,717.77	4,368,527.75
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	89,027.20	1,878.49	86,629.60	4,276.09	0.00	4,276.09
7720	LOCAL GOVERNMENT FUND	0.00	429,701.33	429,701.33	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	672,055.70	672,055.70	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	3,755.00	267.75	280.57	3,742.18	280.57	4,022.75
7723	GASOLINE TAX	0.00	557,730.97	557,730.97	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	403,565.77	262,210.21	0.00	665,775.98	0.00	665,775.98
7725	UNDIVIDED WIRELESS 911 GOV ASS	32,570.30	44,978.26	55,059.42	22,489.14	0.00	22,489.14
7726	MOTOR VEHICLE LICENSE TAX	0.00	959,005.86	959,005.86	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	219,926.63	12,202.78	151,206.53	80,922.88	68,361.86	149,284.74
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	13,242.30	0.00	0.00	13,242.30	0.00	13,242.30
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	21,097.31	10,458.00	10,175.13	21,380.18	0.00	21,380.18
7742	LIBRARIES	0.00	2,612,183.93	2,612,183.93	0.00	0.00	0.00

Financial Statement for 2021 Period 09



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	1,878.94	1,364.35	1,859.22	1,384.07	1,859.22	3,243.29
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	7,521.97	130,429.52	129,030.58	8,920.91	0.00	8,920.91
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	24,238.50	0.00	10,141.50	14,097.00	0.00	14,097.00
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	97,862.86	97,862.86	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	25,210.28	257.00	316.10	25,151.18	0.00	25,151.18
7766	ESCROW ROTARY	871,667.91	0.00	0.00	871,667.91	0.00	871,667.91
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	25,232.95	1,250.38	0.00	26,483.33	0.00	26,483.33
7769	BANKRUPTCY POST PETITION CONDU	25,437.33	3,178.13	0.00	28,615.46	0.00	28,615.46
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
7774	ARSON OFFENDER REGISTR FEE	220.00	0.00	0.00	220.00	0.00	220.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	41,169.75	13,605.50	0.00	54,775.25	0.00	54,775.25
7776	UNDIVIDED EVIDENCE SHERIFF	112,604.64	0.00	0.00	112,604.64	121.61	112,726.25
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	276,043.11	132,600.00	259,400.50	149,242.61	123,899.07	273,141.68
7779	UNDIVIDED DRUG TASK FORCE SEIZ	121,812.03	443.28	740.00	121,515.31	740.00	122,255.31
7781	REFUNDABLE DEPOSITS	428,912.52	16,454.03	16,368.14	428,998.41	6,096.31	435,094.72
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	3,360.99	0.00	0.00	3,360.99	0.00	3,360.99
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2021 Period 09



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	322,462.45	163,732.50	486,194.95	0.00	481,333.00	481,333.00
7795	UNDIVIDED INDIGENT FEES	0.00	2,066.55	2,066.55	0.00	413.31	413.31
7796	MUNICIPAL ORD VIOLATION INDIGE	4,801.81	0.00	327.00	4,474.81	207.00	4,681.81
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	29,813.62	29,813.62	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	721,055.90	0.00	0.00	721,055.90	0.00	721,055.90
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	7,406,625.88	1,609,639.49	-127,614.59	9,143,879.96	37,969.18	9,181,849.14
9912	FOOD SERVICE	288,290.89	9,411.00	6,522.87	291,179.02	1,172.06	292,351.08
9915	PLUMBING BOND-HEALTH DEPT.	10,000.00	0.00	500.00	9,500.00	1,000.00	10,500.00
9916	STATE REGULATED SEWAGE PROGRAM	404,921.28	28,843.20	150,454.13	283,310.35	1,654.00	284,964.35
9925	SOIL & WATER CONSERVATION DIST	674,015.38	202,047.04	59,760.07	816,302.35	1,209.52	817,511.87
9928	REGIONAL PLANNING	359,665.48	5,274.00	41,569.57	323,369.91	340.00	323,709.91
9938	WARREN COUNTY PARK DISTRICT	753,491.22	151,175.39	45,700.95	858,965.66	3,850.99	862,816.65
9944	ARMCO PARK	478,874.32	105,921.87	141,128.12	443,668.07	14,457.36	458,125.43
9953	WATER SYSTEM FUND	49,767.08	1,909.00	880.00	50,796.08	145.00	50,941.08
9954	MENTAL HEALTH RECOVERY BOARD	12,987,356.87	2,666,126.26	1,114,593.52	14,538,889.61	242,121.90	14,781,011.51
9961	HEALTH GRANT FUND	2,034,943.60	74,497.17	552,153.14	1,557,287.63	123.50	1,557,411.13
9963	CAMPGROUNDS	6,943.70	0.00	0.00	6,943.70	0.00	6,943.70
9976	HEALTH - SWIMMING POOL FUND	163,777.33	0.00	7,778.12	155,999.21	0.00	155,999.21
9977	DRUG TASK FORCE COG	657,397.87	21,028.13	109,606.37	568,819.63	4,749.87	573,569.50
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		485,490,044.57	158,481,011.61	250,312,886.54	393,658,169.64	5,731,094.19	399,389,263.83

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for September, 2021 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1378

Adopted Date October 12, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/5/21 and 10/7/21, 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 – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1379

Adopted Date October 12, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH GRAND COMMUNITIES, LLC FOR EAGLES POINT, SECTION 3 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

RELEASE

Bond Number	:	19-022 (W/S)
Development	:	Eagles Point, Section 3
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$15,915.48
Surety Company	:	Berkley Insurance Company (0226199)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, LLC., Dave Stroup, 3940 Olympic Blvd., Suite 100, Erlanger KY 41018
Berkley Insurance Company, 412 Mount Kemble Ave, Suite 310N, Morristown, NJ 07960
Water/Sewer (file)
Bond Agreement file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1380

Adopted Date October 12, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR GRAND COMMUNITIES, LLC., FOR SHAKER RUN SUBDIVISION, SECTION 4, PHASE D, SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve a security release for:

RELEASE

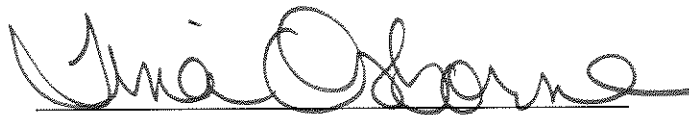
Bond Number	:	19-023 (W/S)
Development	:	Shaker Run Subdivision, Section 4, Phase D
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$2,773.24
Surety Company	:	Berkley Insurance Company (0226200)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Dave Stroup, 3940 Olympic Blvd, Suite 100, Erlanger KY 41018
Berkley Insurance Company, 412 M. Kemble Suite 310N, Morristown, NJ 07960
Water/Sewer (file)
Bond Agreement file

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1381

Adopted Date October 12, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH RESERVE AT CEDAR HILL JV LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE RESERVE AT CEDAR RIDGE SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	21-019 (W/S)
Development	:	The Reserve at Cedar Ridge
Developer	:	Reserve at Cedar Hill JV LLC
Township	:	Clearcreek
Security Amount	:	\$21,714.40
Surety Company	:	Capitol Indemnity Corporation (CIC1915523)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Reserve at Cedar Hill JV LLC, Brian Green, 5378 Cox Smith Rd, Ste A, Mason, OH 45040-6803
Capitol Indemnity Corporation, Scott Donovan, P.O. Box 5900, Madison, WI 53705-0900
Water/Sewer (file)
Bond Agreement file

Form WA-3
Rev. 08/2016

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

21-019 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Reserve at Cedar Hill JV LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Reserve at Cedar Ridge Subdivision, Section/Phase (3) (hereinafter the "Subdivision") situated in Clearcreek (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 \$217,144.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$21,714.40 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:

Reserve at Cedar Hill JV LLC
5378 Cox Smith Road, Suite A
Mason, OH 45040-6803
Attn: Brian Green
Ph. (513) 445 - 2111

D. To the Surety:

Capitol Indemnity Corporation

PO Box 5900

Madison, WI 53705-0900

Attn: Scott Donovan

Ph. (513) 909 - 6035

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.

Reserve at Cedar Hill JV LLC

SIGNATURE: _____

PRINTED NAME: JUSTIN DOYLE

TITLE: CO-OWNER

DATE: 9.24.21

SURETY:

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

Capitol Indemnity Corporation

SIGNATURE: _____

PRINTED NAME: Julie Siemer

TITLE: Attorney-in-Fact

DATE: 9/23/2021

[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 21-1381, dated 10-12-21.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: _____ 

PRINTED NAME: _____


TITLE: President

DATE: 10-12-21

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

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1915523

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----RANDAL NOAH; LIZ OHL; MARK NELSON; KATIE ROSE; STELLA ADAMS; NANCY NEMEC; TAMMY L. MASTERSON-----
-----JULIE SIEMER; TIFFIANY GOBICH-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

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

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

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

RJ Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M Broadbent
Suzanne M. Broadbent
Assistant Secretary

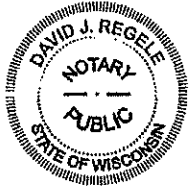


CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 23rd day of September, 2021



Andrew B. Diaz-Matos
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

Resolution

Number 21-1382

Adopted Date October 12, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH RESERVE AT CEDAR HILL JV, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE RESERVE AT CEDAR RIDGE SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	21-019 (P/S)
Development	:	The Reserve at Cedar Ridge
Developer	:	Reserve at Cedar Hill JV, LLC
Township	:	Clearcreek
Amount	:	\$144,634.27
Surety Company	:	Capitol Indemnity Corporation (CIC1915535)

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

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

Resolution adopted this 12th day of October 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
(including Sidewalks)**

Security Agreement No.

21-019(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Reserve at Cedar Hill JV LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Reserve at Cedar Ridge **Subdivision, Section/Phase** _____ (3) (hereinafter the "Subdivision") situated in Clearcreek (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 \$645,708.69, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$111,257.13; 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 \$144,634.27 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 \$129,141.74 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:

Reserve at Cedar Hill JV LLC
5378 Cox Smith Road, Suite A
Mason, OH 45040-6803
Attn: Brian Green
Ph. (513) 445 - 2111

D. To the Surety:

Capitol Indemnity Corporation

PO Box 5900

Madison, WI 53705-0900

Attn: Scott Donovan

Ph. (513) 909 - 6035

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.

Reserves at Cedar Hill JV LLC

SIGNATURE: _____

PRINTED NAME: JUSTIN DOYLE

TITLE: Co-Owner

DATE: 9/24/21

SURETY:

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

Capitol Indemnity Corporation

SIGNATURE: _____

PRINTED NAME: Julie Siemer


TITLE: Attorney-in-Fact

DATE: 9/23/2021

[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 21-1382, dated 10.12.21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

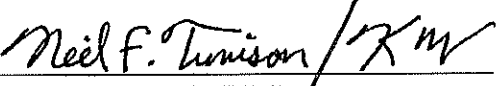
SIGNATURE: 

PRINTED NAME: _____

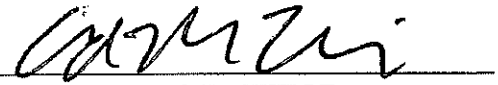
TITLE: President

DATE: 10.12.21

RECOMMENDED BY:

By: 
COUNTY 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

STREET LIGHTING PETITION

Petition for Street Lighting in an unincorporated district in CLEAN CREEK

Township, WARREN County, Ohio including area(s) commonly known as

THE RESERVE AT CEDAR RIDGE

THE UNDERSIGNED REPRESENT TO THE BOARD OF TOWNSHIP TRUSTEES OF _____ TOWNSHIP, _____ COUNTY, OHIO AS FOLLOWS:

They own in the aggregate more than one-half of the feet front of the lots and lands abutting on the streets and public ways in an unincorporated district in the Township hereinafter described.

A plot of _____ which will constitute the street lighting district, identifying each parcel therein by parcel numbers and the front footage of each of such lots is attached hereto and made a part hereof.

No lands are included which are more than 660 feet from, nor any lands not abutting on the streets and public ways in such district.

The undersigned waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights.

The names of your petitioners, and brief descriptions of the lots and lands owned by them, are as follows:

SIGNATURES

Husband & Wife

(sign on separate lines)

LOT #

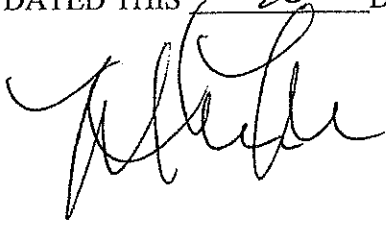
ADDRESS

- 1. NO LIGHTS
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____

10. _____
11. _____
12. _____
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41. _____
42. _____
43. _____
44. _____
45. _____
46. _____
47. _____
48. _____
49. _____
50. _____

COMMENTS:

DATED THIS 30 DAY OF September, 2021



hours for
Reserve at Boston HFC JV LLC

AGREEMENT FOR SNOW AND ICE REMOVAL FOR UNACCEPTED STREETS

I. PARTIES

The parties to this agreement are the Board of Warren County Commissioners (County) and the Board of Clearcreek Township Trustees (Township), (the Developer) the Developer of THE RESERVE of Subdivision. (The Subdivision).

CEDAR RIDGE

II. PURPOSE

The purpose of this agreement is to make provision for the removal of snow and ice from the streets as are shown upon the recorded plat of the Subdivision prior to the time of the acceptance of such streets by the County as a part of the County or Township road system if the Developer for whatever reason, does not remove snow and ice in a timely manner from said streets.

III. AUTHORIZATION

Developer does hereby grant permission to the County or applicable Township, as may be appropriate, to enter into the Subdivision as may be necessary to perform such snow and ice removal upon all streets shown upon the plat of such subdivision and dedicated as public streets.

IV. REIMBURSEMENT OF COST OF SNOW AND ICE REMOVAL

The County or Township performing snow and ice removal from the aforesaid streets shall invoice the developer for the actual cost of such snow and ice removal. The Developer shall pay such invoice within thirty days of the date of the same by check made payable to the invoicing political subdivision.

As used herein, "actual cost" means any costs incurred due to the use of employees, materials or equipment. Costs incurred due to the use of employees shall include wages, fringe benefits and employer PERS contributions. Costs incurred due to the use of materials shall be the costs incurred by the political subdivision in purchasing such materials and based upon the quantity of materials used. Costs incurred due to the use of equipment shall be based upon standard rental rates within the community for the equipment used.

V. HOLD HARMLESS; INDEMNIFICATION; DEFENSE

The Developer does hereby agree to defend, indemnify and hold the County or Township performing the snow and ice removal harmless from any and all claims, suits, actions, injuries, damages, liabilities, costs, expenses and attorneys fees which may be occasioned by the County or Township performing the snow and ice removal within the aforesaid subdivision.

VI. DETERMINATION OF NECESSITY AND PRIORITY OF SNOW & ICE REMOVAL

The County, or Township responsible for snow and ice removal within the Subdivision shall determine in its sole discretion the necessity of performing snow and ice removal within the Subdivision and the priority of performing snow and ice removal within the Subdivision.

VII. NO COMMON LAW ACCEPTANCE

The performance of snow and ice removal within the Subdivision by the County or Township, as may be applicable, is not intended nor should the performance of such snow and ice removal be construed as an act indicating the acceptance of the streets within the Subdivision as a part of the County or Township road system and that such acceptance may only occur by formal resolution adopted by the County.

VIII. MODIFICATION; BINDING EFFECT; ENTIRE AGREEMENT

- A. This agreement, may be modified only in writing and signed by both parties.
- B. This agreement shall be binding upon the successors and assigns of the parties hereto.
- C. This agreement represents the entire understanding of the parties and any oral discussions or representations not consistent with the terms of this agreement are of no force and effect.

Witness the hand of _____, developer of _____
 Subdivision, this _____ day of _____, 20____

[Signature] 9/30/2021
 Witness Date

[Signature] 9-30-21
 Witness Date

[Signature] 9/30/2021
 Developer Date
 Alexant Fan
 RESOLVE AT CEDAR HILL JULLC

Witness the hand of the Clearcreek Township administrator, authorized and directed to enter into this agreement by Resolution No. 1473, adopted by the Board of Clearcreek Township Trustees on the 2nd day of February, 1995.

Mindy Jusek 9/30/2021
 Witness Date

[Signature] 9-30-21
 Witness Date

[Signature] 9/30/21
 Administrator Date

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1915535

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----RANDAL NOAH; LIZ OHL; MARK NELSON; KATIE ROSE; STELLA ADAMS; NANCY NEMEC; TAMMY L. MASTERSON-----
-----JULIE SIEMER; TIFFIANY GOBICH-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

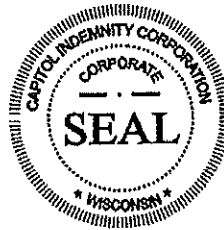
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts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

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

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

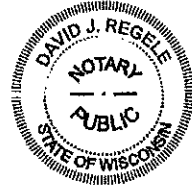
Suzanne M. Broadbent
Assistant Secretary

CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 23rd day of September, 20 21



Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

Resolution

Number 21-1383

Adopted Date October 12, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE SUBDIVISION, SECTION TWELVE, BLOCK A SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	21-017 (P/S)
Development	:	Providence Subdivision, Section Twelve, Block A
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$84,308.24
Surety Company	:	RLI Insurance Company (CMS0342298)

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

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

Resolution adopted this 12th day of October 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

Including Sidewalks

Security Agreement No.

21-017 (P/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 _____
Providence Subdivision, Section/Phase (3) Twelve, Block A (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 \$421,541.19,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$64,911.80; 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 \$84,308.24 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 Two 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 \$84,308.24 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:

Grand Communities, LLC

Randy Acklin

3940 Olympic BLVD

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Buren Street, 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)

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

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

SURETY: RLI Insurance Company

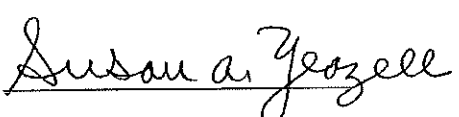
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: David Stroup

TITLE: VP of Land Development

DATE: 9-30-21

SIGNATURE: 

PRINTED NAME: Susan A. Yeazell


TITLE: Attorney-in-Fact

DATE: September 29, 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 21-1383, dated 10-12-21.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: _____

TITLE: President

DATE: 10-12-21

RECOMMENDED BY:

By: 
COUNTY 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

PERFORMANCE BOND

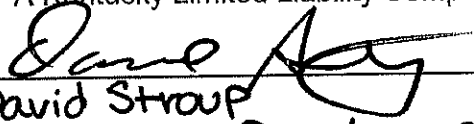
KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 475 Steamboat Road, Greenwich, CT 06830, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Eighty-Four Thousand Three Hundred Eight and 24/100 Dollars (\$84,308.24) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances (including Sdewalks) in Providence, Section 12, Block A Subdivision in Hamilton Township, Warren County, OH.

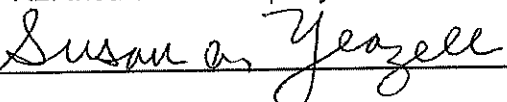
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances (including Sdewalks) in Providence, Section 12, Block A Subdivision in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Eighty-Four Thousand Three Hundred Eight and 24/100 Dollars (\$84,308.24) and no more.

SIGNED AND DATED THIS 29th day of September, 2021.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: 
David Stroup
VP of Land Development

Surety: RLI Insurance Company

By: 

Susan A. Yeazell, 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: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

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.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

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 29th day of September, 2021.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

Resolution

Number 21-1384

Adopted Date October 12, 2021

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS FOR THE WIDENING OF ZOAR ROAD ASSOCIATED WITH PROVIDENCE SUBDIVISION, SECTION TWELVE, BLOCK A 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	:	21-018 (P)
Development	:	Widening of Zoar Road associated with Providence Subdivision, Section Twelve, Block A
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$181,166.93
Surety Company	:	RLI Insurance Company (CMS0342293)

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

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

Resolution adopted this 12th day of October 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.

21-018 (P)

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 the widening of Zoar Road associated with Providence Subdivision, Section/Phase ^{Twelve, Block A} (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 \$139,359.18, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$139,359.18; 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 \$181,166.93 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 two 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 \$27,871.84 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:

Grand Communities, LLC.

Attn: Randy Acklin

3940 Olympic BLVD. Suite 400

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Buren Street, Suite 350

Chicago, IL 60607

Ph. (312) 833 - 1413

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.

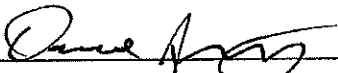
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: Grand Communities, LLC
A Kentucky Limited Liability Company

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

SURETY: RLI Insurance Company

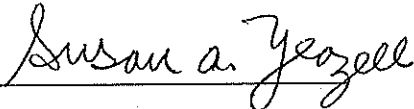
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: DAVID STROUP

TITLE: VP of Land Development

DATE: 9/20/21

SIGNATURE: 

PRINTED NAME: Susan A. Yeazell

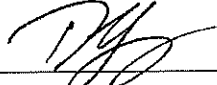
TITLE: Attorney-in-Fact

DATE: September 17, 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 21-1384, dated 10-12-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: _____

TITLE: President

DATE: 10-12-21

RECOMMENDED BY:

By: 
COUNTY 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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 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, as Obligee, in the sum of One Hundred Eighty-One Thousand One Hundred Sixty-Six and 93/100 Dollars (\$181,166.93) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Road Widening of Zoar Road in Providence Section Twelve, Block A Subdivision in Hamilton Township, Warren County, OH.

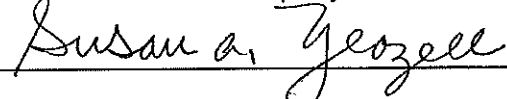
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Road Widening of Zoar Road in Providence Section Twelve, Block A Subdivision in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of One Hundred Eighty-One Thousand One Hundred Sixty-Six and 93/100 Dollars (\$181,166.93) and no more.

SIGNED AND DATED THIS 17th day of September, 2021.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: 
DAVID STROUP
VP of Land Development

Surety: RLI Insurance Company

By: 
Susan A. Yeazell, 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 17th day of September, 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 21-1385

Adopted Date October 12, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE SUBDIVISON, SECTION TWELVE, BLOCK A SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	21-018 (W/S)
Development	:	Providence Subdivision, Section Twelve, Block A
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Security Amount	:	\$302,844.79
Surety Company	:	RLI Insurance Company (CMS0342304)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: Grand Communities LLC, 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.

21-018 (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 _____
Providence, Section Twelve, Block A (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 \$232,957.53,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$232,957.53 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 \$302,844.79 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 \$23,295.75 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:

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: 
 PRINTED NAME: Todd E. Huss
 TITLE: President
 DATE: 8/20/21

SIGNATURE: 
 PRINTED NAME: Susan A. Yeazel
 TITLE: Attorney-in-Fact
 DATE: August 18, 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 21-385, dated 10-12-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: President

DATE: 10-12-21

RECOMMENDED BY:

By: _____
SANITARY ENGINEER

APPROVED AS TO FORM:

By: _____
COUNTY PROSECUTOR
Adam Nica, 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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W Van Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Three Hundred Two Thousand Eight Hundred Forty-Four and 79/100 Dollars (\$302,844.79) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Sewer and Water Main in Providence, Section 12A Subdivision in Hamilton Township, Warren County, OH.

NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Sewer and Water Main in Providence, Section 12A Subdivision in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Three Hundred Two Thousand Eight Hundred Forty-Four and 79/100 Dollars (\$302,844.79) and no more.

SIGNED AND DATED THIS 6th day of October, 2021.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: Michael Kady
Michael Kady
VP of Engineering & Site Design

Surety: RLI Insurance Company

By: Susan A. Yeazell
Susan A. Yeazell, 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 6th day of October, 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 21-1386

Adopted Date October 12, 2021

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN EAGLE'S POINTE, SECTION 5, PHASE C, 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	:	21-017 (W/S)
Development	:	Eagle's Pointe, Section 5, Phase C
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$9,900.80
Surety Company	:	RLI Insurance Company (CMS0342300)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CGB

cc: Grand Communities, LLC, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018
RLI Insurance Co., 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.

21-017 (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 Eagle's Pointe Subdivision, Section/Phase 5C (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 \$99,008.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 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 \$9,900.80 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 BLVD

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W Buren Street, 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.

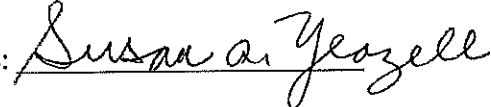
DEVELOPER: Grand Communities, LLC
A Kentucky Limited Liability Company

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: 10/1/21

DATE: October 1, 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 21-1382, dated 10-12-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: _____

TITLE: President

DATE: 10-12-21

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

Bond No. CMS0342300

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 Nine Thousand Nine Hundred and 80/100 Dollars, (\$ 9,900.80), 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 1st day of October, 2021.

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

Sewer in Eagle's Pointe, Section 5C Subdivision

located in Hamilton 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 1st day of October, 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: Todd E. Huss

Its: Todd E. Huss, President

RLI Insurance Company

Surety

By: Susan A. Yeazell

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 1st day of October, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary



Resolution

Number 21-1387

Adopted Date October 12, 2021

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN EAGLE'S POINTE, SECTION 5, BLOCK C SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	21-015 (P/S)
Development	:	Eagle's Pointe, Section 5, Block C
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$56,654.00
Surety Company	:	RLI Insurance Company (CMS0342276)

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

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

Resolution adopted this 12th day of October 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
(Including Sidewalks)

Security Agreement No.

21-015 (PKS)

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 Eagle's Pointe Subdivision, Section/Phase 5, Block C (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 \$230,738.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$43,580.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$56,654.00 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 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 two 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 \$46,147.70 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:

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: Todd E. Huss

SIGNATURE: Susan A. Yeazell

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: 8/20/21

DATE: August 18, 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 21-1387, dated 10-12-21.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____ 

PRINTED NAME: _____

TITLE: President

DATE: 10-12-21

RECOMMENDED BY:

By: Neil F. Tunison
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Adam Nice
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

PERFORMANCE BOND


KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W Buren St, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Fifty-Six Thousand Six Hundred Fifty-Four and 00/100 Dollars (\$56,654.00) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance Streets and Appurtenances (Including Sidewalk) in Eagle's Pointe, Section 5C Subdivision in Hamilton Township, Warren County, OH.

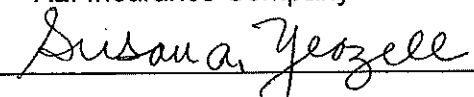
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Streets and Appurtenances (Including Sidewalk) in Eagle's Pointe, Section 5C Subdivision in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Fifty-Six Thousand Six Hundred Fifty-Four and 00/100 Dollars (\$56,654.00) and no more.

SIGNED AND DATED THIS 18th day of August, 2021.

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: 
Todd E. Huss, President

Surety: RLI Insurance Company

By: 
Susan A. Yeazell, 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 21-1388

Adopted Date October 12, 2021

APPROVE VARIOUS RECORD PLATS

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

- Eagle's Pointe Section 5, Phase C – Hamilton Township
- The Reserve at Cedar Ridge – Clearcreek Township
- Providence Subdivision Section 12, Block A – 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1389

Adopted Date October 12, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #11011110

BE IT RESOLVED, to approve the following supplemental appropriation for Maintenance Agreement with Justice Audio and Visual Solutions:

\$10,500.00 into #11011110-5410 (General Fund – Contract 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 – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
OMB (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1390

Adopted Date October 12, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriation:

\$1,500.00 into #22111110-5210 (Loc Fiscal Rec – Material & Supplies)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1391

Adopted Date October 12, 2021

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO LOCAL FISCAL RECOVERY
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriations for Sheriff's Office payroll:

\$361,000.00	into	#22111110-5102	(Loc Fiscal Rec – Regular Salaries)
\$ 51,000.00	into	#22111110-5811	(Loc Fiscal Rec – PERS)
\$ 52,000.00	into	#22111110-5820	(Loc Fiscal Rec – Health & Life Ins)
\$ 5,100.00	into	#22111110-5871	(Loc Fiscal Rec – Medicare)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1392

Adopted Date October 12, 2021

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4495 as follows:

\$15,000.00 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 – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 12th day of October 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 21-1393

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO TELECOMMUNICATIONS FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Telecommunications Fund #11012810 in order to process a vacation and sick leave payouts for Glenn McKeehan former employee of Telecommunications:

\$3,924.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11012810-5882 (Telecommunications - Vacation Leave Payout)


\$5,375.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11012810-5881 (Telecommunications - Sick Leave Payout)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adjustment file
Telecom (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1394

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMON PLEAS COURT
#11011223 INTO #11011220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 4,000.00 from #11011223-5102 (Regular Salaries)
 into #11011220-5940 (Travel Expenses)

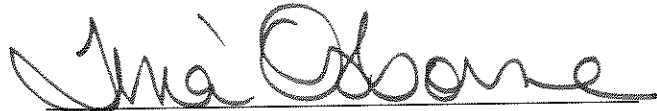
\$ 2,000.00 from #11011223-5102 (Regular Salaries)
 into #11011220-5911 (Non-Taxable Fringe – Meals)

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

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

Resolution adopted this 12th day of October 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 21-1395

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND COURT SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

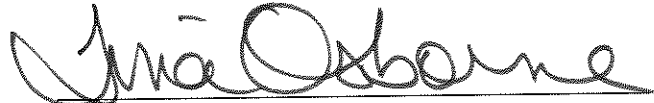
\$ 4,500.00 from #11011223-5102 (Regular Salaries)
into #11011223-5210 (Materials/Supplies)

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

Resolution adopted this 12th day of October 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 21-1396

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENTS FROM PROBATE COURT FUND
#10111250 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustments from Probate Court
fund #11011250 to Juvenile Court Fund #11011240.

\$ 30,871.00	from	11011250-5102	(Probate Regular Salaries)
	into	11011240-5102	(Juvenile CT Regular Salaries)
\$ 5,762.64	from	11011250-5811	(Probate PERS)
	into	11011240-5811	(JUV PERS)
\$15,965.00	from	11011250-5820	(Probate Health & Life Insurance)
	into	11011240-5820	(JUV CT Health & Life Insurance)
\$ 744.36	from	11011250-5871	(Probate Medicare)
	into	11011240-5871	(JUV CT Medicare)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1397

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENTS FROM JUVENILE PROBATION FUND
#10112500 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustments from Juvenile Probation
fund #11012500 to Juvenile Court Fund #11011240:

\$ 85,000.00	from	11012500-5102	(JUV PROB Regular Salaries)
	into	11011240-5102	(Juvenile CT Regular Salaries)
\$ 8,000.00	from	11012500-5811	(JUV PROB PERS)
	into	11011240-5811	(JUV PERS)
\$ 9,500.00	from	11012500-5820	(JUV PROB Health & Life Insurance)
	into	11011240-5820	(JUV CT Health & Life Insurance)
\$ 636.78	from	11012500-5871	(JUV PROB Medicare)
	into	11011240-5871	(JUV CT Medicare)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 21-1398

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENTS FROM JUVENILE DETENTION FUND
#11012600 TO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustments from Juvenile Detention
fund #11012600 to Juvenile Court Fund #11011240.

\$ 25,000.00	from	11012600-5102	(JUV DET Regular Salaries)
	into	11011240-5102	(Juvenile CT Regular Salaries)
\$ 3,500.00	from	11012600-5811	(JUV DET PERS)
	into	11011240-5811	(JUV PERS)
\$ 500.00	from	11012600-5820	(JUV DET Health & Life Insurance)
	into	11011240-5820	(JUV CT Health & Life Insurance)
\$ 194.58	from	11012600-5871	(JUV DET Medicare)
	into	11011240-5871	(JUV CT Medicare)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1399

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

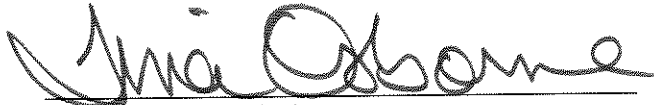
\$18,000 from #11011300-5210 (Materials & Supplies)
 into #11011300-5400 (Purchased Service)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Board of Elections (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1400

Adopted Date October 12, 2021

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN RECORDS CENTER AND ARCHIVES #11011500

BE IT RESOLVED, to approve the following appropriation adjustment:

\$750.00 from #11011500-5820 (Health and Life Insurance)
 into #11011500-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Records Center (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1401

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

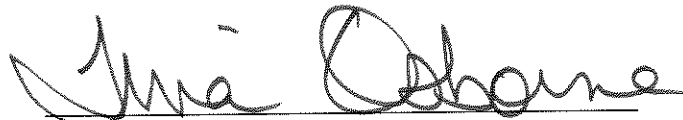
\$85,000.00 from #11011600-5430 (Utilities)
into #11011600-5320 (Capital Purchases)

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1402

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM TELECOMMUNICATIONS
DEPARTMENT FUND #11012810 INTO #11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 7,000.00 from #11012810-5210 (Materials and Supplies)
 into #11012812-5371 (Software Data Board 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 – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1403

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$35,000.00 from #22735100-5447 (Child Placement Specialized)
into #22735100-5410 (Purchased Services with Contracts)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1404

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustments:

\$55,000.00	from	#22735100-5447	(Child Placement Specialized)
\$10,000.00	from	#22735100-5102	(Regular Salaries/On-Call)
\$65,000.00	into	#22735100-5446	(Child Placement)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1405

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:


\$50,000.00 from #22735100-5820 (Health & Life Ins.)
into #22735100-5910 (Other Expenses)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: Auditor ✓
Appropriation Adj. file
Children Services (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1406

Adopted Date October 12, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #6630 in order to process a vacation leave payout for Kevin Wagner:


\$196.67	from	66302251-5830	(Workers Compensation)
	into	66302251-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1407

Adopted Date October 12, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

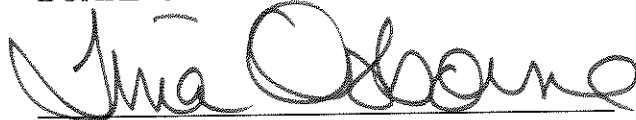
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 12th day of October 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

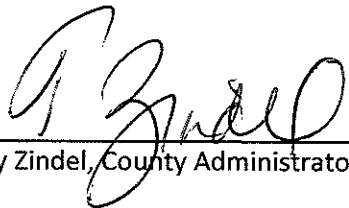
REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	ENVIROMENTAL SYSTEMS RESEARCH INST	ARCGIS NETWORK ANALYST SINGLE USE LICENSE	\$ 2,061.00
WAT	MIDDLETOWN FORD INC	FORD F350 4WD CREW CAB OXFORD WHITE TRK#1565 JS	\$ 35,835.00
TEL	ALLSTATE TOWER INC	TOWER SITE INSPECTIONS ZOAR & BLACKHAW	\$ 7,250.00
FAC	ZIMMER TRACTOR INC	SNOW REMOVAL EQUIPMENT	\$ 18,876.00

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC.	SOFTENING UPGRADES PRO	\$ 841,108.22 DECREASE
WAT	DEERFIELD TOWNSHIP	KINGS MILLS INFRASTRUCTURE	\$ 424,613.00 INCREASE

10/12/2021 APPROVED



Tiffany Zindel, County Administrator