

Resolution

Number 21-0509

Adopted Date April 20, 2021

APPROVE PROMOTION OF TYLER JOHNSON FROM BUILDING AND ELECTRICAL INSPECTOR I TO BUILDING AND ELECTRICAL INSPECTOR II WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Johnson has obtained the required certification for the Building and Electrical Inspector II classification; and

WHEREAS, it is the desire of the Board to promote Mr. Johnson to a Building and Electrical Inspector II classification; and

NOW THEREFORE BE IT RESOLVED to promote Tyler Johnson from Building and Electrical Inspector I to Building and Electrical Inspector II at pay range #16, \$25.04 per hour, effective pay period starting April 10, 2021.

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

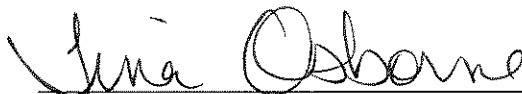
Mr. Young – yea

Mr. Grossmann. – yea

Mrs. Jones – yea

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
T. Johnson's Personnel File
OMB-Sue Spencer

Resolution

Number 21-0510

Adopted Date April 20, 2021

APPROVE PROMOTION OF ALDEN PAYZANT FROM BUILDING AND ELECTRICAL INSPECTOR I TO BUILDING AND ELECTRICAL INSPECTOR II WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Payzant has obtained the required certification for the Building and Electrical Inspector II classification; and

WHEREAS, it is the desire of the Board to promote Mr. Payzant to a Building and Electrical Inspector II classification; and

WHEREAS, Mr. Payzant obtained his required certification to be promoted to a Building and Electrical Inspector II on July 6, 2020 and was not properly promoted to said position; and

WHEREAS, Mr. Payzant will receive a one-time retroactive payment beginning July 6, 2020; and

NOW THEREFORE BE IT RESOLVED, to promote Alden Payzant from Building and Electrical Inspector I to Building and Electrical Inspector II at pay range #16, \$25.04 per hour, effective July 6, 2020; and

BE IT FURTHER RESOLVED, to approve a one-time retroactive payment beginning July 6, 2020.

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
A. Payzant's Personnel File
OMB-Sue Spencer

Resolution

Number 21-0511

Adopted Date April 20, 2021

AMEND RESOLUTION #21-0423, APPROVING THE HIRE OF MICHELLE HOUSER AS TEMPORARY EMERGENCY RENTAL ASSISTANCE CASEWORKER WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT, HUMAN SERVICES DIVISION

WHEREAS, pursuant to Resolution #21-0423, adopted March 30, 2021, Ms. Houser was hired as with an effective start date of April 19, 2021; and

WHEREAS, Ms. Houser and the department have requested to revise Ms. Houser's start date to April 12, 2021; and


NOW THEREFORE BE IT RESOLVED, to amend resolution #21-0423, adopted March 30, 2021 to reflect the revised hire date of April 12, 2021.

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: OMB – Sue Spencer
M. Houser's Personnel file
Human Services (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0512

Adopted Date April 20, 2021

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF GLENN MCKEEHAN, RADIO SYSTEMS SUPERVISOR, WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT, EFFECTIVE SEPTEMBER 24, 2021

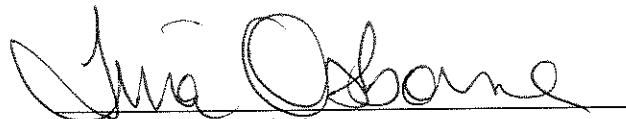
BE IT RESOLVED, to accept the resignation, due to retirement, of Glenn McKeehan, Radio Systems Supervisor, within the Warren County Telecommunications Department, effective September 24, 2021.

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecommunications (file)
G. McKeehan's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 21-0513

Adopted Date April 20, 2021

ACCEPT PLAN DOCUMENTS RELATIVE TO THE 2021 WARREN COUNTY HEALTHCARE PLAN

WHEREAS, an update is needed to the 2021 Summary Plan Description (SPD), the 2021 Summary of Benefits and Coverage (SBC), and the 2021 Benefit Summary due to adopted changes to the 2021 Healthcare Plan pertaining to the deductible provisions, and other clarification and updates to plan language and administrative process change; and

NOW THEREFORE BE IT RESOLVED, to accept the Summary Plan Description, the 2021 Summary of Benefits and Coverage (SBC), and the 2021 Benefit Summary relative to the 2021 Warren County Healthcare Plan; said documents attached hereto and made a part hereof.

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

Mr. Young – yea

Mr. Grossmann. – yea

Mrs. Jones – yea

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Horan Associates
United Healthcare
T Whitaker, OMB
Benefits File

Resolution

Number 21-0514

Adopted Date April 20, 2021

AUTHORIZE PUBLICATION OF NOTICE #2 TO PUBLIC OF PROPOSAL TO CONSTRUCT IN A FLOODPLAIN RELATIVE TO THE FISCAL YEAR 2021 VILLAGE OF MORROW – TRAIN DEPOT COMMUNITY CENTER CDBG PROJECT AND CITY OF FRANKLIN – MACKINAW IMPROVEMENT CDBG PROJECT

BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice #2 to Public of Proposal to Construct in a Floodplain relative to the Fiscal Year 2021 Morrow – Village of Morrow Train Depot Community Center CDBG Project and City of Franklin – Mackinaw Improvement Project; said publication to appear in The Today's Pulse newspaper on April 25, 2021.

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: OGA (file)

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

Resolution

Number 21-0515

Adopted Date April 20, 2021

**TEMPORARILY TERMINATE BI-MONTHLY SEWER BILLING TO 5651 FAIRVIEW
DRIVE IN THE CARLISLE SEWER IMPROVEMENT AREA**

WHEREAS, sanitary sewer service is provided to the property at 5651 Fairview Drive, Franklin, Ohio; and

WHEREAS, sewer user charges for the Carlisle Sewer Improvement Area are billed on a flat rate basis, since water service is provided by individual wells; and

WHEREAS, there was a fire at the home, and it is not habitable, and the owner is requesting that sewer charges be temporarily terminated until occupancy is re-established; and

WHEREAS, the Warren County Water and Sewer Department has recommended that sewer charges be temporarily terminated until occupancy is re-established; and

NOW THEREFORE BE IT RESOLVED:


1. That the bi-monthly sewer charges for the property at 5651 Fairview Drive shall be temporarily discontinued from February 2020 and bi-monthly charges shall not be issued until such time as occupancy is re-established.
2. If occupancy of the property is re-established without prior notification of the Warren County Water and Sewer Department to re-initiate bi-monthly sewer user charges, the property owner shall be responsible for all bi-monthly charges waived by this action.

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Sewer Account 0604979

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

Resolution

Number 21-0516

Adopted Date April 20, 2021

REMOVE DELINQUENT SEWER CHARGES FROM PROPERTY TAXES AT 5651 FAIRVIEW DRIVE IN CARLISLE

WHEREAS, on September 1, 2020 this Board adopted Resolution 20-1223 certifying delinquent water and/or sewer accounts to the Warren County Auditor for collection; and

WHEREAS, the following property was certified for delinquent sewer charges:

Wendell & Linda Robinson
5651 Fairview Drive
Carlisle, Ohio 45005
Account #0604979
Auditor's No.: 1602918
Sitwell No.: 01 34 126 023
Amount: \$109.84- Sewer.

WHEREAS, the property was destroyed by a fire in April 2019 and is uninhabitable; and

WHEREAS, the owner has requested that the delinquent sewer charges of \$109.84 be removed; and


NOW THEREFORE BE IT RESOLVED, that the Warren County Auditor remove the 2nd half tax charge for the delinquent sewer charge of \$109.84 from the property taxes at 5651 Fairview Drive in Franklin; and

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Auditor
Treasurer
Sewer Account 0604979

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0517

Adopted Date April 20, 2021

APPROVE THE DESTRUCTION OF VARIOUS WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

51 Tasers – Expired and unable to continue use (serial numbers with exp date attached)
48 Riot Helmets

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

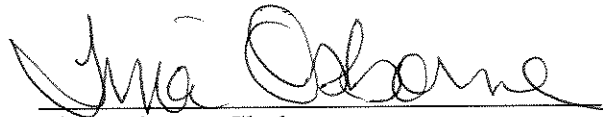
NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Sheriff (file)
B. Quillen – Auditor's Office

Bishop, CLK Nicki

From: Powell, Sgt Shana K.
Sent: Monday, April 12, 2021 10:37 AM
To: Bishop, CLK Nicki
Subject: Tasers

These are the serial numbers for Tasers that need destroyed.

Old Taser #	Expire
X120051WO	7/26/2021
X120052D7	7/26/2021
X120051YH	7/26/2021
X12005208	7/26/2021
X1200525N	7/26/2021
X1200520A	7/26/2021
X120051Y8	7/26/2021
X1200529X	7/26/2021
X12004ENA	3/25/2021
X120052AV	7/26/2021
X12004F1Y	3/25/2021
X12005204	7/26/2021
X1200DR32	3/25/2021
X12004EY6	3/25/2021
X12004F1X	3/25/2021
X12004EHX	3/25/2021
X12004F2A	3/25/2021

X12004EAN	3/25/2021
X12004EM2	3/25/2021
X120051Y2	7/26/2021
X120051Y5	7/26/2021
X12005291	7/26/2021
X1200525T	7/26/2021
X12005250	7/26/2021
X1200519X	7/26/2021
X120051YW	7/26/2021
X12005269	7/26/2021
X1200525F	7/26/2021
X120052D2	7/26/2021
X12005207	7/26/2021
X1200520F	7/26/2021
X1200527X	7/26/2021
X120051YC	7/26/2021
X12005284	7/26/2021
X1200527D	7/26/2021
X12005200	7/26/2021
X120051YM	7/26/2021
X120051Y0	7/26/2021
X120051W4	7/26/2021

X1200525P	7/26/2021
X120052AC	7/26/2021
X120052FA	7/26/2021
X120052A7	7/26/2021
X120051Y6	7/26/2021
X120051VY	7/26/2021
X12005289	7/26/2021
X120052E5	7/26/2021
X12004EX4	3/25/2021
X120099MD	7/26/2021
X1200E4AN	7/26/2021
X1200DYXX	7/26/2021

*SERGEANT SHANA POWELL
CORRECTIONS TRAINING DIVISION
WARREN COUNTY SHERIFF'S OFFICE
822 MEMORIAL DRIVE
LEBANON, OHIO 45036
513-695-1281
SHANA.POWELL@WCSOOH.ORG*

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

Resolution

Number 21-0518

Adopted Date April 20, 2021

DECLARE VARIOUS ITEMS WITHIN BOARD OF ELECTIONS, BUILDING & ZONING, COMMON PLEAS COURT- GENERAL DIVISION, FACILITIES MANAGEMENT, MARY HAVEN, WATER AND SEWER DEPARTMENT, SHERIFF'S OFFICE, SOIL & WATER, AND TELECOM AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Building & Zoning, Common Pleas Court- General Division, Facilities Management, Mary Haven, Water & Sewer Department, Sheriff's Office, Soil & Water, and Telecom in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tg

cc: 2021 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

GovDeals provides services to government agencies allowing them to sell surplus assets via the Internet. Each agency has its own auction rules and may be subject to government ordinances.

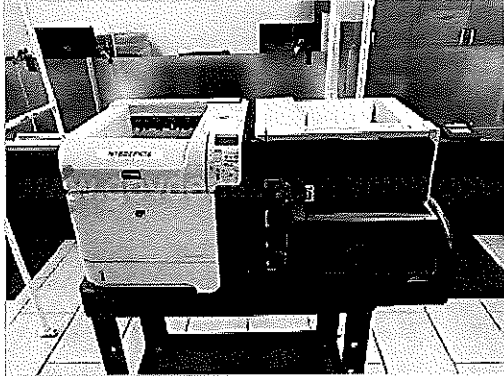
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Two Office Printers

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Printing and Binding Equipment	BOE 21002

Office Printer- Black and White only. Single tray.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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SCANNER

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

Model

KODAK

SCANMATE 1150

Condition

Category

Inventory ID

Used/See Description

Computers, Parts and Supplies

BLD21005

The scanner works but there is a black line that goes down the page. The scanner is located in the Building/Zoning Department.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

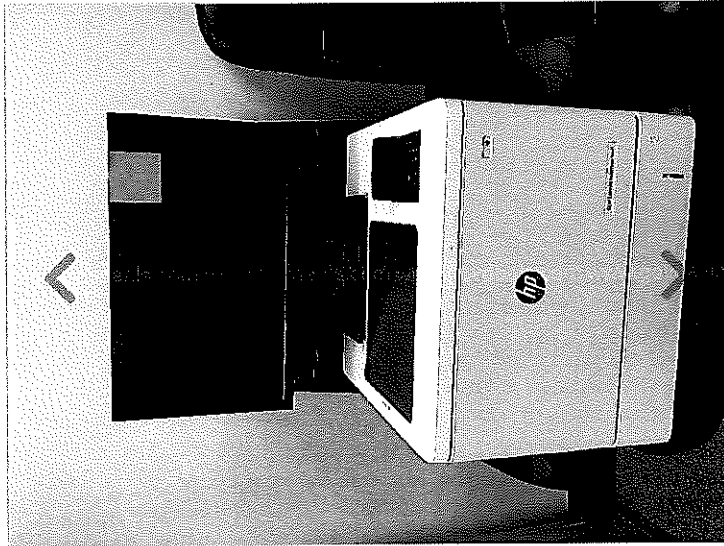
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HP COLORJET PRINTER & DELL MONITOR

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	CPC21025

HP COLORJET PRINTER - UNKNOWN WORKING CONDITION DELL MONITOR 19" - UNKNOWN WORKING CONDITION

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

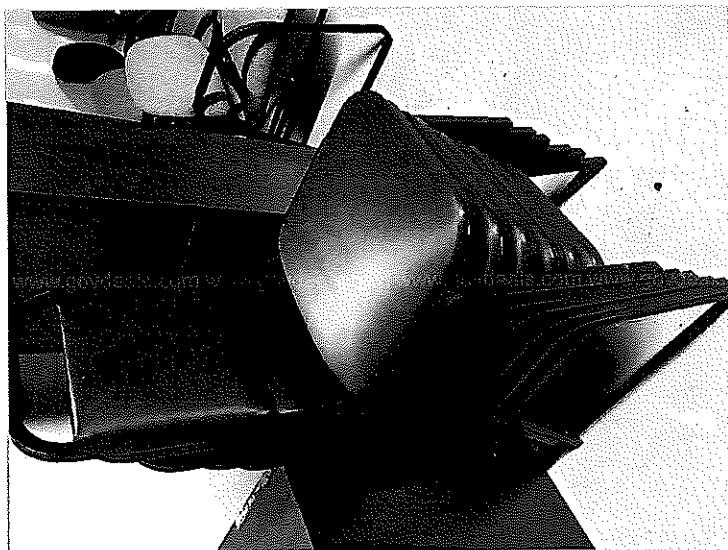
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11 Stack Chairs

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC210032

11 STACK CHAIRS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

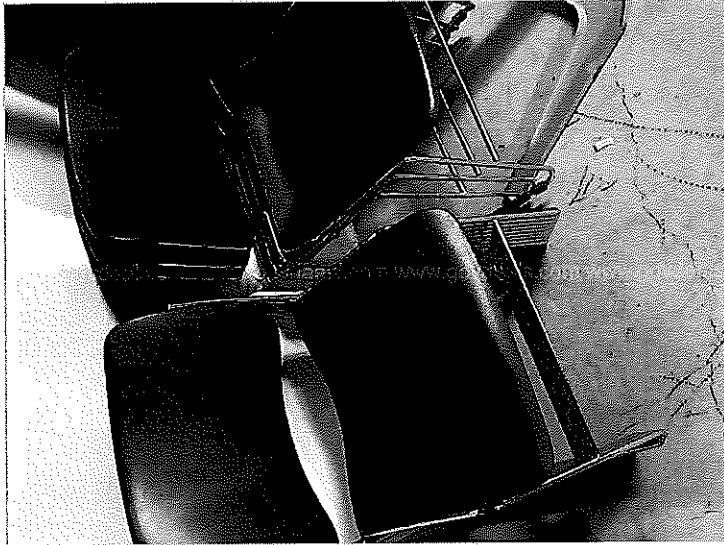
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9 BROWN & 3 BLACK STACK CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC210033

9 BROWN & 3 BLACK STACK CHAIRS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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John Deere Zero Turn jack lift and two weed eaters

Auction Ends ET

Starting Bid \$0.00

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Mowing Equipment	FAC215001

John Deere Zero Turn jack lift and two weed eaters

The zero Turn jack lift works but sometimes has a hard time going back down.

Troy build no mix 4 cycle weed eater, almost new condition.

Fs 100 RX weed eater, does not work.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2001 Ford Econoline E350 Extended

Auction Ends ET

Starting Bid \$0.00

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Year	Make/Brand	Model	VIN/Serial	Miles
2001	Ford	Econoline	1FBSS31LX1HB08839	73,333

Condition	Category	Inventory ID
Used/See Description	Automobiles	MRY21902

2001 Ford Econoline E350 Extended BUS, 5.4L V8 SOHC 16V. Automatic Transmission. 2 Wheel Drive. Exterior: Green minor scratches and rust. Interior: Grey Vehicle was maintained every 3,000 miles. Cranks but will not start will need towed.

? Questions and Answers

There are currently no questions posted for this asset.

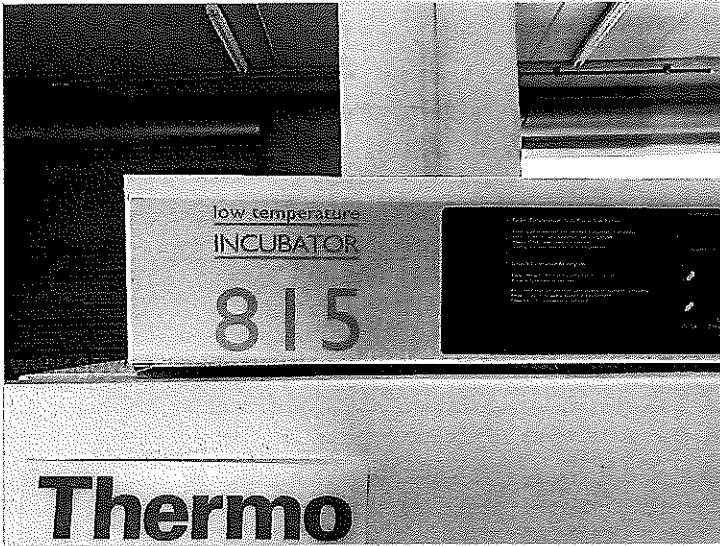
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Incubator: Thermo Low Temp Incubator

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand	Model	VIN/Serial	Condition	Category	Inventory ID
Thermo	815	304681191	Used/See Description	Laboratory Equipment	SEW21001

The temperature control computer board is out. Est. purchase date 2004.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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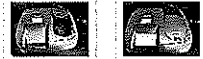
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HACH Spectrophotometer

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand	Model	VIN/Serial
HACH	DR 5000	1182157
Condition	Category	Inventory ID
Used/See Description	Laboratory Equipment	SEW21002

Will not come on. Est. purchase year 2006.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Make/Brand

Panasonic

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts and Supplies	SHF21500

Lot of 9 Panasonic Toughbook computers. All used. All in unknown working condition and missing parts, cords, and accessories. 7 model CF-31s, 1 Model CF- 50, 1 Model CF-52.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

Lot of 9 Panasonic Toughbook Computers

Auction Ends. **ET**

Starting Bid **\$0.00**

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3' Round High Table + 2 Chairs

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

S&W21002

This listing contains 1 3' Round High Table + 2 Chairs

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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8' Rolling Tables and 2 Chairs

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

S&W21001

This listing contains 3 8' long rolling/locking tables and 2 chairs.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

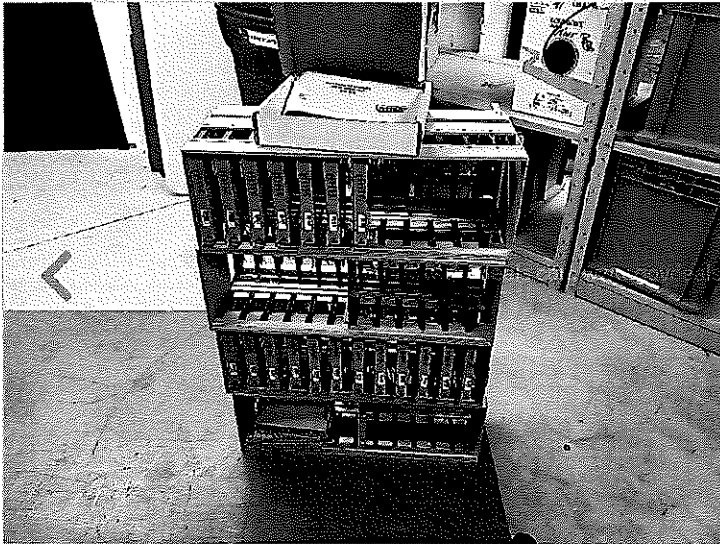
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Adtrans shelf Adtran T1 cards

Auction Ends **ET**
 Starting Bid **\$0.00**

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Make/Brand

Adtrans

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Electrical Supplies	TEL21001

4-Adtrans Shelves 23-Adtrans T1 Cards- sn# 942D2630,916B7545,
 916B8676,916B7089,942D2800,942D2676,921C9212,916B7956,916B8073, 942D2566,916B7975,
 932B4840,916B7025,916B8647,948C4707,948C4703,942D2737,942D2719,916B7547,916B7569,916B8151,916B6821,916B7979

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals provides services to government agencies allowing them to sell surplus assets via the Internet. Each agency has its own auction rules and may be subject to government ordinances.

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Drying Oven: Precision Scientific

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

Precision Scientific

Model

45EM

VIN/Serial

9609-01

Condition

Used/See Description

Category

Laboratory Equipment

Inventory ID

WAT21002

Heating elements work. Fan motor is out. Est. 1998 purchase year.

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

Resolution

Number 21-0519

Adopted Date April 20, 2021

**ADVERTISE FOR BIDS FOR THE WARREN COUNTY OLD ADMINISTRATION
BUILDING ROOF REPLACEMENT PROJECT**

BE IT RESOLVED, to advertise for bids for the Warren County Old Administration Building Roof Replacement Project for Warren County Facilities Management; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of April 25, 2021; bid opening to be May 18, 2021 @ 10:00 a.m.

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL\

cc: Facilities Management. (file)
OMB Bid file

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

Resolution

Number 21-0520

Adopted Date April 20, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO THE AERO-MARK COMPANY, LLC.
FOR THE 2021 STRIPING PROJECT

WHEREAS, bids were closed at 9:15 a.m., April 13, 2021, and the bids received were opened and read aloud for the 2021 Striping Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, The Aero-Mark Company, LLC, has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to The Aero-Mark Company, LLC, 10423 Danner Drive, Streetsboro, Ohio, for a total bid price of \$165,316.82; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

LLA

cc: Engineer (file)
OMB Bid file

Resolution

Number 21-0521

Adopted Date April 20, 2021

AWARD THE BID TO CARGILL, INC. FOR THE PURCHASE OF 26,900 TONS OF BULK ICE CONTROL SALT

WHEREAS, the reverse online bidding was closed at 11:12 a.m., April 08, 2021, and the bid results received for the purchase of 26,900 Tons of Bulk Ice Control Salt, are on file in the Commissioners Office; and

WHEREAS, upon review of such bids by Neil Tunison, Warren County Engineer, Cargill, Inc. has been determined to be a fully responsive and responsible bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil Tunison, that it is the intent of this Board to award the contract to Cargill, Inc., 24950 Country Club Blvd., Ste. 450, North Olmsted, Ohio, for a total bid price of \$1,944,601.00 (dumped) and \$2,313,400.00 (piled). The Warren County Engineer's portion of the total bid price is \$495,186.50. The remaining portion of the total bid will be the responsibility of the various cities, villages and townships listed in Exhibit A of the bid packet.

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

LL\

cc: Engineer (file)
OMB Bid file

Resolution

Number 21-0522

Adopted Date April 20, 2021

APPOINT COMMITTEE TO REVIEW FOOD SERVICE OPERATIONS RFP RESPONSES RELATED TO THE NEW WARREN COUNTY JAIL AND SHERIFF'S OFFICE PROJECT

WHEREAS, the Warren County Board of County Commissioners issued a request for proposals from interested vendors on March 16, 2021 and submittals were required by April 13, 2021; and

WHEREAS, the Warren County Sheriff's Office recommends a committee of three (3) to review the submittals; and

WHEREAS; the committee will be comprised of the Sheriff Larry Sims, Chief Deputy Barry Riley, and Major Brett Richardson; and

WHEREAS, the committee will present its review sheets to the Warren County Board of Commissioners at its conclusion; and

NOW THEREFORE BE IT RESOLVED, to appoint the committee to review Food Service Operations RFP responses related to the New Warren County Jail and Sheriff's Office Project.

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)
Project File

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

Resolution

Number 21-0523

Adopted Date April 20, 2021

APPROVE AGREEMENT AND ADDENDUM WITH THE VILLAGE NETWORK AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with The Village Network, on behalf of Warren County Children Services, for calendar year 2020-2021, 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— The Village Network
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 The Village Network, hereinafter "Provider," whose address is:

The Village Network
2000 Noble Dr
Wooster, OH 44691

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 **03/01/2021** through **05/31/2022**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

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

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

completed.

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

Article VI. AGENCY RESPONSIBILITIES

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

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

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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

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

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

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

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

Article IX. TERMINATION; BREACH AND DEFAULT

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

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

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

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

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

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

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

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

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

Article XII. INDEPENDENT CONTRACTOR

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

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

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

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

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

if to Provider , to
The Village Network
2000 Noble Dr
Wooster, OH 44691

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

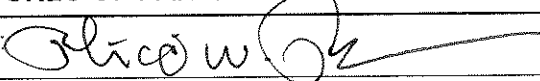

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or 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: 	Date: 03/24/2021
Printed Name: Richard W. Rodman, COO	
The Village Network	
Agency: 	
Printed Name: Warren County Children Services	Date: 3/29/21

APPROVED AS TO FORM


Kathryn M. Horvath
 Asst. Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

Provider The Village Network		
Street/Mailing Address 2000 Noble Dr		
City Wooster	State OH	Zip Code 44691

Contract ID : 19243612

Originally Dated :03/01/2021 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:

03/01/2021

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: 03/17/2021
 Provider / ID : The Village Network/ 24354
 Contract Period : 03/01/2021 - 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	
Cleveland Specialized Foster Care (30230)-FFH	987643		\$40.00	\$50.00						\$24.48	\$114.48	03/01/2021	05/31/2022	✓
Columbus Treatment Foster Care Exceptional Needs(30234)-SN	391682		\$48.92	\$85.00						\$17.20	\$151.12	03/01/2021	05/31/2022	✓
Columbus Treatment Foster Care Intensive Needs(30235)-EN	107674		\$64.60	\$101.00						\$15.43	\$181.03	03/01/2021	05/31/2022	✓
Columbus Treatment Foster Care Traditional Needs (30232)-FFH	107671		\$25.65	\$28.00						\$13.35	\$67.00	03/01/2021	05/31/2022	✓
Columbus Treatment Foster Care Special Needs(30233)-Spec Need	107677		\$41.80	\$78.00						\$18.61	\$138.41	03/01/2021	05/31/2022	✓
Girls RT (20642)	51363		\$283.00	\$17.00							\$300.00	03/01/2021	05/31/2022	✓
Knox/New Horizon Children's Resource Center (20411)	107666		\$212.00	\$10.00						\$30.12	\$252.12	03/01/2021	05/31/2022	✓
Knox/New Horizon Children's Resource Center (20411)	107666		\$212.00	\$10.00							\$222.00	03/01/2021	05/31/2022	✓
Therapeutic Stabilization Center (20908)	7261663		\$398.00	\$16.00							\$414.00	03/01/2021	05/31/2022	✓
Treatment Foster Care Exceptional Needs 1 (30373)-Spec Needs	1893657		\$70.00	\$83.67							\$153.67	03/01/2021	05/31/2022	✓
Treatment Foster Care Multi-Needs (30256)-Excp Need	107675		\$40.00	\$73.00						\$1.48	\$114.48	03/01/2021	05/31/2022	✓
Treatment Foster Care Sex Offender (30257)-Spec Need	391685		\$48.50	\$74.00						\$12.90	\$135.40	03/01/2021	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 21-0523, dated 4/20/21, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

President
Warren County Board of Commissioners

Date 4/20/21

Provider Richard W. Rodman

Date 03/24/2021

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 Wayne

I, Richard W. Rodman, holding the title and position of Chief Operating Officer at the firm The Village Network, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

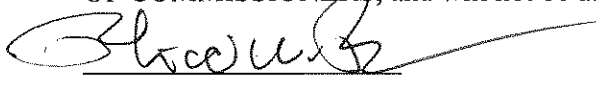
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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

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

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

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



AFFIANT

Subscribed and sworn to before me this 24th day of March 20 2021

Priscilla M. Spiker
(Notary Public),

Wayne County.

My commission expires July 11 20 21



PRISCILLA M. SPIKER
Wayne County
My Commission Expires
July 11, 2021

Resolution

Number 21-0524

Adopted Date April 20, 2021

AUTHORIZE COUNTY ADMINISTRATOR TO ENTER INTO CONTRACT WITH BARRETT PAVING MATERIALS INC., FOR THE 2021 RESURFACING PROJECT

WHEREAS, pursuant to Resolution #21-0451 , adopted April 06, 2021, this Board approved a Notice of Intent to Award Contract for the 2021 Resurfacing Project to “Barrett Paving Materials Inc.”, for a total contract price of \$4,846,797.18. The Warren County Engineer’s portion of the total bid price is \$2,760,701.31. The remaining portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet; and

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

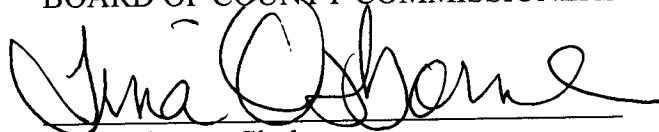
NOW THEREFORE BE IT RESOLVED, to authorize County Administrator to enter into contract with “Barrett Paving Materials Inc.” for said project, for a total contract price of \$4,846,797.18. The Warren County Engineer’s portion of the total bid price is \$2,760,701.31 The remaining portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet; as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL\

cc: c/a—Barrett Paving Materials Inc.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 20 day of April, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Barrett Paving Materials, Inc. 3751 Commerce Dr., Franklin, Ohio** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

2021 RESURFACING PROJECT

hereinafter called the project, for the sum of **\$4,846,797.18 (four million, eight hundred forty six thousand, seven hundred ninety seven dollars and eighteen cents)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by August 1, 2021. The Contractor further agrees to pay, as liquidated damages, **shall follow the CMS 108.07** for each consecutive calendar day thereafter.

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

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

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

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

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

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

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

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

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)



David G. Young, President
Tiffany Zindel, County Administrator

Tom Grossmann

Shannon Jones

ATTEST:



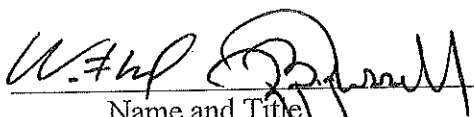
Name Laura Lerdner

(Seal)

ATTEST:

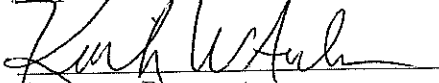
BARRETT PAVING MATERIALS, INC.
(Contractor)



By: 

Name and Title
Wess Kroll Rodney Russell
Senior Estimator Vice President Midwest

Approved as to Form:



Assistant Prosecutor

Resolution

Number 21-0525

Adopted Date April 20, 2021

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH HERITAGE POINT CONDOMINIUM OWNERS' ASSOCIATION, INC. FOR THE BUTLER WARREN PROJECT BETWEEN BETHANY ROAD AND ROBERTS PARK

WHEREAS, in order to improve the safety of Butler Warren Road a roadway project on Butler Warren Road between Bethany Road and Roberts Park is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #11-02-359-086 which is owned by Heritage Pointe Condominium Owners Association, Inc., grantor; and

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

1. Construct a sidewalk connection the Bethany Road sidewalk to the Lucena Way sidewalk, as depicted in Exhibit A.
2. Minor grading within and adjacent to the public utility easement, as depicted in Exhibit A.
3. When weather permits, seed and straw any disturbed area.
4. Grantor acknowledges that the northern 90 ft. tie-in portion of the above-described sidewalk is outside of the public utility easement as depicted in Exhibit A., and future maintenance of the sidewalk will not be the responsibility of the Grantee. Grantor gives permission to Grantee to enter the subject real estate and perform necessary work described above outside of the public utility easement.

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

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Heritage Pointe Condominium Owners Association, Inc., for the Butler Warren Road between Bethany Road and Roberts Park Road project, a copy of which is attached hereto and made part hereof, for the sum of \$1.00 as consideration thereof.

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Heritage Pointe Condominium Owners Assoc.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Heritage Pointe Condominium Owners' Association, Inc., an Ohio corporation for non-profit, whose tax mailing address is 9912 Windisch Road, West Chester, Ohio 45069 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a roadway project on Butler-Warren Road between Bethany Road and Roberts Park is to be completed. In order to widen Butler Warren Road it is necessary to enter onto property owned by Grantor. The subject real estate is located on Butler-Warren Road, Mason, Ohio 45040, identified as Parcel #11-02-359-086. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Construct a sidewalk connecting the Bethany Road sidewalk to the Lucena Way sidewalk, as depicted in Exhibit A.
2. Minor grading within and adjacent to the public utility easement, as depicted in Exhibit A.
3. When weather permits, seed and straw any disturbed area.
4. Grantor acknowledges that the northern 90 ft. tie-in portion of the above-described sidewalk is outside of the public utility easement as depicted in Exhibit A., and future maintenance of the sidewalk will not be the responsibility of the Grantee. Grantor gives permission to Grantee to enter the subject real estate and perform necessary work described above outside of the public utility easement.

Upon completion of the above-mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction.

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

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Butler-Warren Road Widening from Bethany to Roberts Park Project or December 31, 2022, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, LAWRENCE E. AREND,
whose title is PRESIDENT for Heritage Pointe Condominium
Owners' Association, Inc., an Ohio corporation for non-profit, pursuant to the authority granted
to him/her by the company's operating agreement to execute this Agreement on its behalf, has
hereunto set his/her hand on the date stated below.

Grantor:

Heritage Pointe Condominium Owners' Association, Inc.

Signature: *Lawrence E. Arend*

Printed Name: LAWRENCE E. AREND

Title: PRESIDENT

Date: 4/7/2021

STATE OF Ohio, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 7TH day of APRIL, 2021, before me,
the subscriber, a Notary Public in and for said state, personally came an individual known or
proven to me to be LAWRENCE E. AREND, whose title is PRESIDENT for
Heritage Pointe Condominium Owners' Association, Inc., an Ohio corporation for non-profit, the
Grantor in the foregoing Agreement, and while acting in his/her official capacity on behalf of
Grantor, did acknowledge the signing thereof to be his/her voluntary act and deed. 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.



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

Notary Public: *Dominic M. Brigano*
My commission expires: 02/06/2022

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 21-0525, dated 4/20/21

Grantee:

Signature: [Signature]

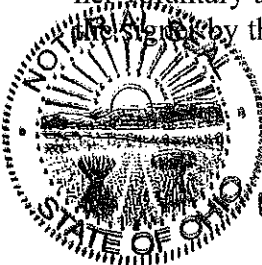
Printed Name: David G Young

Title: President

Date: 4/20/21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 20 day of April, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G Young, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542(D)(1), no oath was administered to the Grantee by this notary in regard to the notarial act.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Notary Public: [Signature]
My commission expires: 12/26/2022

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]

Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com

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

Resolution

Number 21-0526

Adopted Date April 20, 2021

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2021-2022 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER ATTENDS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute a Contract for FY2021-2022 with Warren County Educational Service Center Attends Program, effective July 1, 2021 to June 30, 2022, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Educational Service Center
Juvenile (file)
Ohio Department of Youth Services

CONTRACT FOR SPECIALIZED CARE SERVICES-ATTEND

This Contract is made this first day of July, 2021, between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized care services and

WHEREAS, the Provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

To provide tailored services to chronic truants and their families that may include but not be limited to:

- Intensive in home treatment/case management which may include but not be limited to assessment, case planning, mediation, parent training and support, behavior management, behavior charts, house rules, house schedule, role modeling, skill building, anger management, goal setting, counseling, tutoring, and other services needed to improve behavior and school attendance.
- Consultation with partnering agencies
- Organized community service projects, mentoring, and activities
- School based services including attendance checks, attending educational planning meetings, and acting as a liaison between schools and parents
- Wake- up services
- Transportation
- Graduated incentives for youth and families
- Written reports. The ESC will provide all information as required by Juvenile Court

II. LENGTH OF CONTRACT:

This Contract shall become effective on July 1, 2021 and shall remain in force and effect up to and including June 30, 2022, unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

Provider and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

IV. RELATIONSHIP OF PARTIES:

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

V. GOVERNING LAW:

This Contract 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 fully performed in the State of Ohio.

VI. INDEMNIFICATION:

Provider will defend, indemnify, protect, and save the County 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 Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the

function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

Whenever the terms "Provider", "County" and "Fiscal Agent" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider, County and Fiscal Agent.

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

The Provider shall be compensated at the rate of \$50,000 (\$25,000 prior to August 1, 2021 and \$2,500 per month effective August 2021-May 2022) for all services provided

TO: Provider

Warren County Educational Service Center
1879 Deerfield Road
Lebanon, Ohio 45044
Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Phone Number:513-695-1160

Invoice shall be made prior to August 31, 2021 for an initial lump sum \$25,000. Effective August 1, 2022, invoices will be submitted with the level billing amount of \$2,500 for a period of ten months through May 1, 2022. Each invoice will list the months of service being provided.

X. **CHILD SUPPORT:**

N/A

XI. **INSURANCE:**

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Provider shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XII. ENTIRE CONTRACT:

This Contract contains the entire contract between the Provider and the County with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XIII. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

XIV. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

XV. WAIVER:

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVII. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.


XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties


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

This Contract is entered into by Resolution No. 21-0526 of Warren County Board of Commissioners dated 4/20/21.

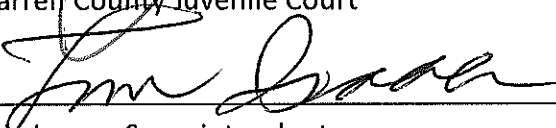
Signed and acknowledged in the presence of:



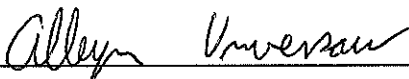
Board of Warren County Commissioners 4/20/21
Date



Joseph Kirby, Judge 4.6.21
Date
Warren County Juvenile Court

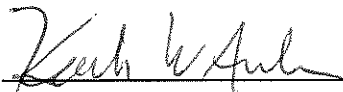


Tom Isaacs, Superintendent 4/7/21
Date
Warren County Educational Service Center



Alleyn Unversaw, Treasurer 4/7/21
Date
Warren County Educational Service Center

Approved as to Form:



Keith Anderson 4-9-21
Date
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Alleya Unversaw, holding the title and position of CFO at the firm WCESC, 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.

Alleya Unversaw
AFFIANT

Subscribed and sworn to before me this 7th day of April 2021

Lori Socha
(Notary Public),

Warren County.

My commission expires June 17 2025



LORI SOCHA
Notary Public
State of Ohio
My Comm. Expires
June 17, 2025

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

Resolution

Number 21-0527

Adopted Date April 20, 2021

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2021-2022 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER PARENT SUCCESS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute a Contract for FY2021-2022 with Warren County Educational Service Center Parent Success Program, effective July 1, 2021 to June 30, 2022, on behalf of the Warren County Juvenile Court as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Educational Service Center
Juvenile (file)
Ohio Department of Youth Services

CONTRACT FOR SPECIALIZED CARE SERVICES-Parent Success

This Contract is made this first day of July, 2021, between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized care services and

WHEREAS, the Provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

To provide intensive, home based parenting support and education to parents that may include but not be limited to:

- The Parent Success Program provides intensive, home-based parenting support and education to parents of children with behavior problems. The goal of the program is to increase the protective factors of the parents and family while decreasing the negative youth behaviors. Parent Success will not only include parent training, but will help parents deal with everyday stresses and meet challenges of parenting a child with behavior problems. The Active Parenting curriculum is tailored to the individual needs of each family and deals with specific issues that the family may be struggling with. The Active Parenting curriculum teaches parents how to raise a child by using encouragement, building the child's self-esteem, creating a relationship with the child based on active listening, honest communication and problem solving. It also teaches parents to use natural and logical consequences to reduce irresponsible and unacceptable behaviors.
- The program will consist of a minimum of at least six home visits lasting at least two hours each.
- Written reports. The ESC will provide all information as required by Juvenile Court

II. LENGTH OF CONTRACT:

This Contract shall become effective on July 1, 2021 and shall remain in force and effect up to and including June 30, 2022, unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

Provider and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

IV. RELATIONSHIP OF PARTIES:

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

V. GOVERNING LAW:

This Contract 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 fully performed in the State of Ohio.

VI. INDEMNIFICATION:

Provider will defend, indemnify, protect, and save the County 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 Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the

function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

Whenever the terms "Provider", "County" and "Fiscal Agent" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider, County and Fiscal Agent.

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

The Provider shall be compensated at the rate of \$25,000 for all services provided which is estimated to serve 30 families/youth.

TO: Provider

Warren County Educational Service Center
1879 Deerfield Road
Lebanon, Ohio 45044
Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Phone Number: 513-695-1160

Invoices shall be made effective December 1, 2021 with the level billing amount of \$8,500 bi-monthly. Invoices will be made in December 2021, February 2022, April 2022 and June 2022. The total sum being \$25,000. Each invoice will list the months of service being provided.

X. **CHILD SUPPORT:**

N/A

XI. **INSURANCE:**

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Provider shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XII. ENTIRE CONTRACT:

This Contract contains the entire contract between the Provider and the County with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XIII. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

XIV. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

XV. WAIVER:

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVII. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties

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

This Contract is entered into by Resolution No. 21-0527 of Warren County Board of Commissioners dated 4/20/21.


Signed and acknowledged in the presence of:



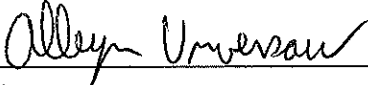
Board of Warren County Commissioners 4/20/21
Date



Joseph Kirby, Judge 4-6-21
Date

Warren County Juvenile Court


Tom Isaacs, Superintendent 4/7/21
Date

Warren County Educational Service Center


Alleyn Unversaw, Treasurer 4/7/21
Date

Approved as to Form:



Keith Anderson 4-9-21
Date

Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Alleya Unversaw, holding the title and position of CFO at the firm WCESC, 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.

Alleya Unversaw
AFFIANT

Subscribed and sworn to before me this 17th day of April 20 21

Lori Socha
(Notary Public),

Warren County.

My commission expires June 17 20 25



LORI SOCHA
Notary Public
State of Ohio
My Comm. Expires
June 17, 2025

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

Resolution

Number 21-0528

Adopted Date April 20, 2021

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT FOR FY2021-2022 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER TRUANCY PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT


BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute an Agreement for FY2021-2022 with Warren County Educational Service Center Truancy Program, effective July 1, 2021 to June 30, 2022, on behalf of the Warren County Juvenile Court; as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Educational Service Center
Juvenile (file)
Ohio Department of Youth Services

AGREEMENT

I. PARTIES

The parties to this Agreement are WARREN COUNTY EDUCATIONAL SERVICE CENTER – COORDINATED CARE, (hereinafter “Provider”) and the Board of Warren County Commissioners, for and on behalf of WARREN COUNTY JUVENILE COURT (hereinafter “County”) 900 Memorial Drive, Lebanon, Ohio 45036;

II. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide Truancy Education Group facilitation to youth, their families and other designated individuals who come to the attention of the Court.

III. TERM

(A). The term of this Agreement shall be for the fiscal year 2022.

(B). The term shall commence on July 1, 2021 and end on June 30, 2022.

IV. DUTIES OF THE PROVIDER

(A). Provider shall:

1. Provide Truancy Education Group facilitation to youth, their families and other designated individuals referred by Warren County Juvenile Court.
2. Bill the County for an initial lump sum payment of \$17,000.00 prior to August 31, 2021 for Truancy Education Group facilitation services.
3. Effective September 1, 2021, bill the County on a monthly basis for Truancy Education Group facilitation services with the level billing amount of \$1,700.00. Each invoice will list the months of service being provided.
4. Invoices to the County should not exceed a total of \$34,000.00.

5. Provide written case summaries and recommendations when applicable, to include the necessary statistical reporting information required by the Ohio Department of Youth Services grant.
6. Monthly invoices should include brief summary of services rendered.
7. Ensure that a facilitator is available for any and all scheduled sessions.

(B). Provider and its employees will maintain proper licensures and valid certifications issued by the State of Ohio as may be necessary as to provide such service.

V. COUNTY RESPONSIBILITIES

(A). The County shall:

1. Pay the above compensation when appropriate billing is turned in by the Provider.
2. Provide appropriate space for groups, if necessary.
3. Provide notice of the statistical reporting information needed so as the complete reports to the Ohio Department of Youth Services.

VI. FRINGE BENEFITS: PERS/STRS: TAX WITHHOLDINGS

(A). The County shall not be responsible for any accrue sick leave, vacation leave, personal day leave or holiday pay for any worker from Provider.

(B). The County shall not be responsible for any cost of: health insurance, life insurance or other similar fringe benefits as may be provided to the regular employees of the provider.

(C). Provider shall be responsible for any taxes owed from revenue earned from this agreement.

VII. NO PROMISE OF FUTURE EMPLOYMENT

(A). Provider acknowledges that this agreement does not represent any promise of future agreements or employment opportunities for employees of the Provider by the County and that no such promise has been made.

VIII. INDEMNIFICATION/HOLD HARMLESS

Provider shall indemnify and hold the County harmless from all damages, costs, expenses, claims, suits, causes of action and attorney fees as may be occasioned to Provider and its employees while performing pursuant to this Agreement or as a result of Provider or its employee's negligent, reckless and/or willful and wanton performance of his/her responsibilities pursuant to this Agreement and for intentional misconduct in the performance of his/her responsibilities pursuant to this Agreement.

IX. TERMINATION

Either party may terminate this Agreement upon (30) days written notice to such other party. Upon termination, Provider shall return to the County any property of the County coming into his/her possession as a result of this Agreement including records. Provider shall be compensated for all work performed as of the date of termination less any expenses which may be incurred by the County in obtaining a substitute to complete the services provided herein.

X. ENTIRE AGREEMENT

This writing shall represent the entire Agreement between the parties and all previous representations, discussions and negotiations, whether oral or written which tend to supplement, contradict, or modify the terms of hereof are of no force and effect. This Agreement may not hereafter be modified except in writing signed by the parties hereto.

XI. BINDING EFFECT

This Agreement shall be binding upon heirs, successors, executors, administrators and assigns of these parties hereto.

XII. INSURANCE

Provider shall carry statutory Workers Compensation Insurance and statutory employers liability insurance as required by law.

XIII. PROPRIETARY RIGHTS

Provider agrees that all proprietary interests, including but not limited to copyrights, patents and literary rights, acquired in the course of said Agreement shall be the sole property of the County.

XIV. MODIFICATION OR AMENDMENT

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

XV. WAIVER

No waiver by either party of any breach of any provision of this Agreement whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as further or continuing waiver of any such breach or as a waiver of any breach of any other provisions of this Agreement. The failure of either party at anytime or times to require performance of any provision of the Agreement shall in no manner affect such party's right to enforce the same at a later time.

XVI. CONSTRUCTION

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

XVII. ASSIGNMENT

Neither party shall assign any of its rights or delegate any of its duties under this Agreement without written consent of the other party.

XVIII. GOVERNING LAW

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 agreements executed and fully performed in the State of Ohio.

XIX. PARTIES

At all times during the duration of this Agreement, the Provider and County shall act as independent contractors in connection with performance of the respective obligations under this Agreement.

XX. RELATIONSHIPS OF THE PARTIES

Wherever this Agreement refers to either the Provider and County, these terms shall include the agents, employees or authorized representatives of each party.

XXI. POLICY OF NON-DISCRIMINATION

Provider agrees that all services which it provides under this Agreement shall be made available without consideration of race, color, gender, creed disability, national origin or ability to pay, and shall ensure non-discrimination in employment on the basis of color, gender, creed, disability, age, or national origin. The Grantee shall comply with applicable provisions of applicable federal, state, and local statutes, rules and regulations, which from time to time may be amended.

XXII. CONFIDENTIALITY

Provider shall keep all information confidential during and after the duration of this Agreement.

SIGNATURE PAGE

Witness their hands this 20 day of April, 20 21.

Signed and acknowledged in the presence of:



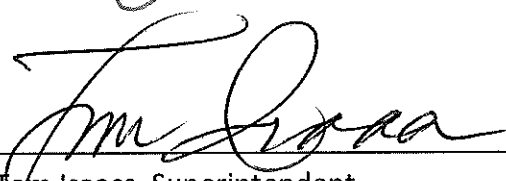
Board of Warren County Commissioners

4/20/21 21-0528
Date / Resolution Number



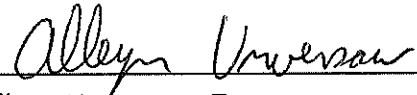
Joseph Kirby, Judge
Warren County Juvenile Court

4/6/21
Date



Tom Isaacs, Superintendent
Warren County Educational Service Center – Coordinated Care

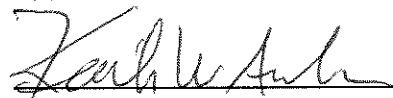
4/7/21
Date



Alleyn Unversaw, Treasurer
Warren County Educational Service Center

4/7/21
Date

Approved as to Form:



Keith Anderson

4-9-21
Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Allyen Universal, holding the title and position of CFO at the firm WCEC, 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.

Allyen Universal
AFFIANT

Subscribed and sworn to before me this 7th day of April 2021

Lori Socha
(Notary Public),

Warren County.

My commission expires June 17 2025



LORI SOCHA
Notary Public
State of Ohio
My Comm. Expires
June 17, 2025

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0529

Adopted Date April 20, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 4/13/21 and 4/15/21 as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

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

Resolution

Number 21-0530

Adopted Date April 20, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH M/I HOMES OF CINCINNATI, LLC FOR RIVERCREST SECTION FOUR, PHASE B SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

Bond Number	:	19-014 (W/S)
Development	:	Rivercrest Section Four, Phase B
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$20,303.36
Surety Company	:	Berkley Insurance Company (0225052)

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249
Berkley Insurance Company, 475 Streamboat Road, Greenwich, CT 06830
Water/Sewer (file)
Bond Agreement file

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

Resolution

Number 21-0531

Adopted Date April 20, 2021

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

WHEREAS, the Department of Human Services has requested that the tenth disbursement of their mandated share for SFY 2021 be transferred into the Human Services Public Assistance Fund #2203; and

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

\$ 15,933.00	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 21-0532

Adopted Date April 20, 2021

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO OHIOMEANSJOBS FUNDS #2254
& #2258

BE IT RESOLVED, to approve the following supplemental appropriations:

\$15,000 into #22545800-5651 (Adult Support)

\$25,000 into #22585800-5663 (Classroom Training)

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
OhioMeansJobs (file)

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

Resolution

Number 21-0533

Adopted Date April 20, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 100.00 from #11012810- 5910 (Telecom Other Expense)
 into #11012810- 5911 (Non Taxable Meal Fringe)

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 21-0534

Adopted Date April 20, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 400.00	from	BUDGET-BUDGET 22891220-5820	(Health/Life Insurance)
	into	BUDGET-BUDGET 22891220-5811	(PERS)

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

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

Resolution

Number 21-0535

Adopted Date April 20, 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.

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	BARRETT PAVING MATERIALS INC	2021 RESURFACING PROJECT	2,760,701.31
ENG	REQ BLANKET VENDOR	TEMP EASEMENT BUTLER WARREN PROJECT	1.00

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
FAC	FRED DEBRA	CHILLER PREVENTATIVE MAINT	\$ 2,755.00 INCREASE
FAC	CORRECTIONAL TECHNOLOGIES	CORRECTIONS FURNITURE	\$ 1,086.32 INCREASE

4/20/2021 APPROVED:



Tiffany Zindel, County Administrator

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

Resolution

Number 21-0536

Adopted Date April 20, 2021

APPROVE THE VACATION OF AN EXISTING SANITARY SEWER EASEMENT FOR SANITARY SEWER LINES AT LOTS 84 AND 85 OF EAGLES POINT, SECTION 4, LOCATED IN HAMILTON TOWNSHIP

WHEREAS, this Board has deemed it necessary to vacate an existing sanitary easement for a gravity sewer that has installed along parts of Lots 84 and 85 of Eagles Pointe, Section 4 in Hamilton Township; and

NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Board of County Commissioners President or Vice-President to sign the vacation document for the aforementioned easement, as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Jerralyn Burlingham, 3940 Olympic Blvd, Suite 400, Erlanger, KY 41018
Easement file
Water/Sewer (file)
Recorder (certified)

Prior Owner: Grand Communities, LLC
Current Owner: Fischer Single Family Homes
IV, LLC
Lot Description: Lots 84A and 85A, Eagle's
Pointe, Section 4
Plat Book 102, Page 40

Vacation of Sanitary Sewer Easement

This Vacation of Sanitary Sewer Easement ("Vacation") is made by the **Warren County Board of County Commissioners** ("Warren County") and **Western Water Company** ("Western Water") (Warren County and Western Water collectively "Grantor") as of the date signed below. Grantor was granted a "25' Sanitary Sewer Easement" ("Easement") across a part of Lots 84 and 85 of Eagle's Pointe, Section 4 as shown in Plat Book 102, Page 40 recorded on October 2, 2020 in the office of the Recorder of Warren County, Ohio. The purpose of this Vacation is to permanently terminate the Easement area described in **Exhibit A-Vacated Sewer Easement Legal Description** and illustrated in **Exhibit B-Vacated Sewer Easement Exhibit** (collectively "Exhibits A & B").

For and in consideration of the fact that the Easement will be relocated at no cost to Warren County or Western Water, the Easement area is of no benefit to Grantor, Grantor has determined it is in the interest of the general public to vacate the Easement area as described in Exhibits A & B.

Grantor does hereby **ABANDON, CANCEL, NULLIFY, RELEASE, TERMINATE** and **VACATE** the Easement in, on, through, under and over the Easement area described in Exhibits A & B. Grantor authorizes the Recorder of Warren County, Ohio to record this Vacation and such Easement shall be **NULL** and **VOID** and **HELD FOR NAUGHT**.

[Remainder of page intentionally left blank. Signature page and Exhibits follow.]

GRANTOR: WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

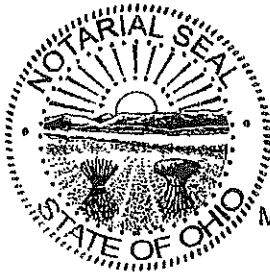
By: David G. Young
Its: President
Date: 4/20/21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, on April 20, 2021, before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be David Young, President of the Warren County Board of County Commissioners, the Grantor in the foregoing instrument, and acknowledged the signing thereof to be his/her voluntary act and deed, and pursuant to a Board Resolution authorizing such act. In compliance with R.C. 147.542(D)(1), no oath was administered to the signer by this notary with regard to the notarial act.

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

NOTARY PUBLIC: [Signature]
MY COMMISSION EXPIRES: 12/26/2022
[SEAL]



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

GRANTOR: WESTERN WATER COMPANY

By: M. Scott Kirk
Its: General Manager
Date: 4-19-21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, on 4-19-21, 2021, before me, the subscriber, a Notary Public in and for said state, personally came the individual known or proven to me to be M. Scott Kirk, General Manager of the Western Water Company, the Grantor in the foregoing instrument, and acknowledged the signing thereof to be his/her voluntary act and deed, and pursuant to a Board Resolution authorizing such act. In compliance with R.C. 147.542(D)(1), no oath was administered to the signer by this notary with regard to the notarial act.

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

NOTARY PUBLIC: Heather Poynter
MY COMMISSION EXPIRES: 2-1-23
[SEAL]



HEATHER POYNTER
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 02/01/2023

Prepared and Approved by:

Adam M. Nice, Esq.
Assistant Prosecuting Attorney
Warren County Prosecutor's Office
520 Justice Drive
Lebanon, Ohio 45036
Ph. 513-695-1325
Fx. 513-695-2962
Email: Adam.Nice@warrencountyprosecutor.com

Exhibit A
Vacated Sewer Easement Legal Description

Date: April 1, 2021
Description: Lot #85
Eagle's Pointe, Section 4
Location: Hamilton Township
Warren County, Ohio



Situated in Military Survey #3334, Hamilton Township, Warren County, Ohio and being the vacation of a twelve and one-half (12.50') foot Sanitary Sewer Easement in part of Lot #85 of Eagle's Pointe, Section 4 as recorded in Plat Book 102, Pages 40 & 41 of the Warren County, Ohio Recorder's Office and being parallel and to the west of the following described line:

Beginning on the northeast corner of said Lot #85 and being on the southerly right of way of Eagle Boulevard and being the True Point of Beginning;

thence, leaving the southerly right of way of said Eagle Boulevard, South 03° 04' 44" West, 147.31 feet to its terminus and being the southeast corner of said Lot #85. The line of said easement extends or shortens to the southerly right of way of said Eagle Boulevard and the southerly boundary of said Eagle's Pointe, Section 4.

Auditor's Parcel No. 17-28-349-011

Exhibit A continued
Vacated Sewer Easement Legal Description

Date: April 1, 2021
Description: Lot #84
Eagle's Pointe, Section 4
Location: Hamilton Township
Warren County, Ohio



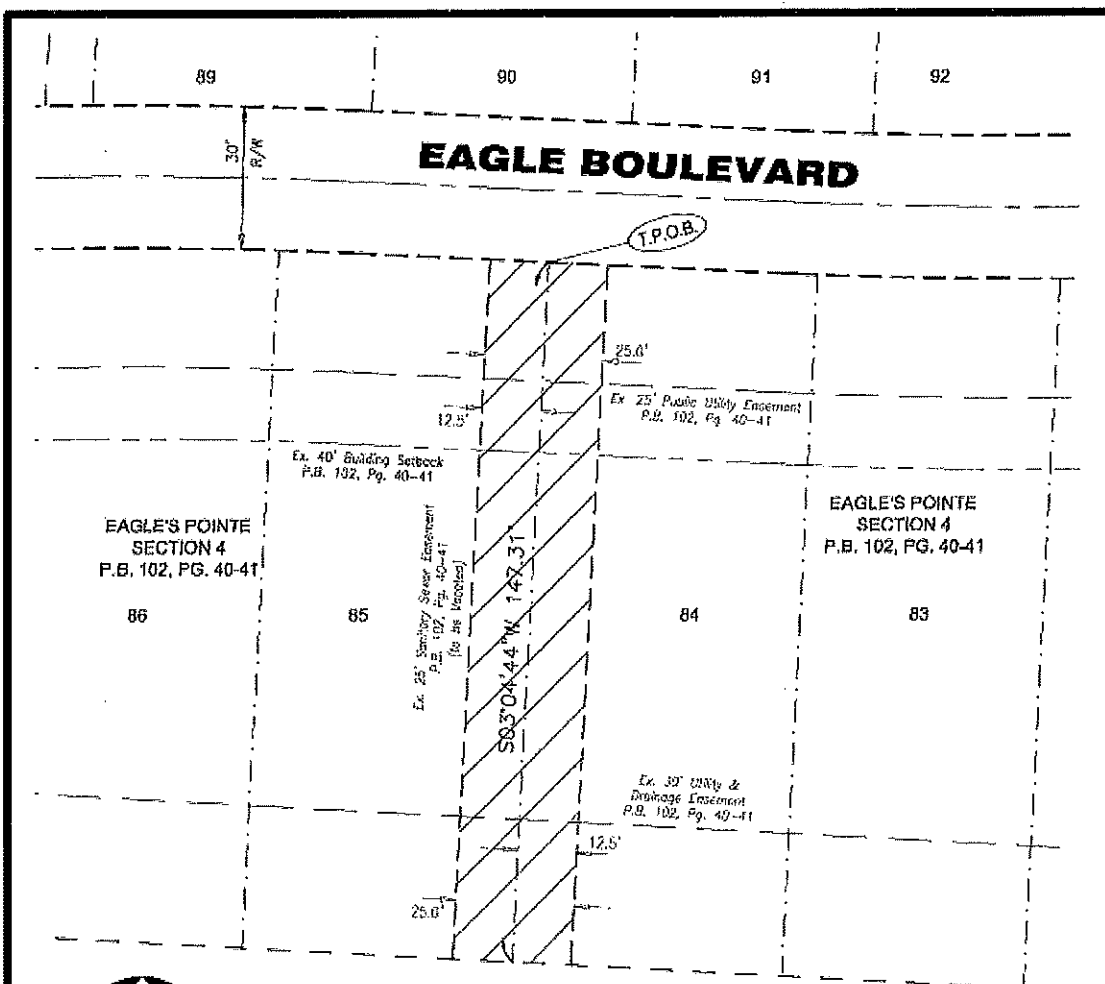
Situated in Military Survey #3334, Hamilton Township, Warren County, Ohio and being the vacation of a twelve and one-half (12.50') foot Sanitary Sewer Easement in part of Lot #84 of Eagle's Pointe, Section 4 as recorded in Plat Book 102, Pages 40 & 41 of the Warren County, Ohio Recorder's Office and being parallel and to the east of the following described line:

Beginning on the northwest corner of said Lot #84 and being on the southerly right of way of Eagle Boulevard and being the True Point of Beginning;

thence, leaving the southerly right of way of said Eagle Boulevard, South 03° 04' 44" West, 147.31 feet to its terminus and being the southwest corner of said Lot #84. The line of said easement extends or shortens to the southerly right of way of said Eagle Boulevard and the southerly boundary of said Eagle's Pointe, Section 4.

Auditor's Parcel No. 17-28-349-012

**Exhibit B
Vacated Sewer Easement Exhibit**



Basis of Bearing:
PLAT BOOK 102, PAGES 40-41

0 30 45

SCALE: 1" = 30'

Warren D. Crosley
D.M. 2018-004437
16 0601 Ac. (Dued)
S.V. 147-45

LEGEND

Existing Sanitary Sewer Easement to be Vacated

Drawing:	10C184-014 EX2
Scale:	1" = 30'
Drawn by:	PAH
Checked By:	BRJ
Issue Date:	04-01-2021

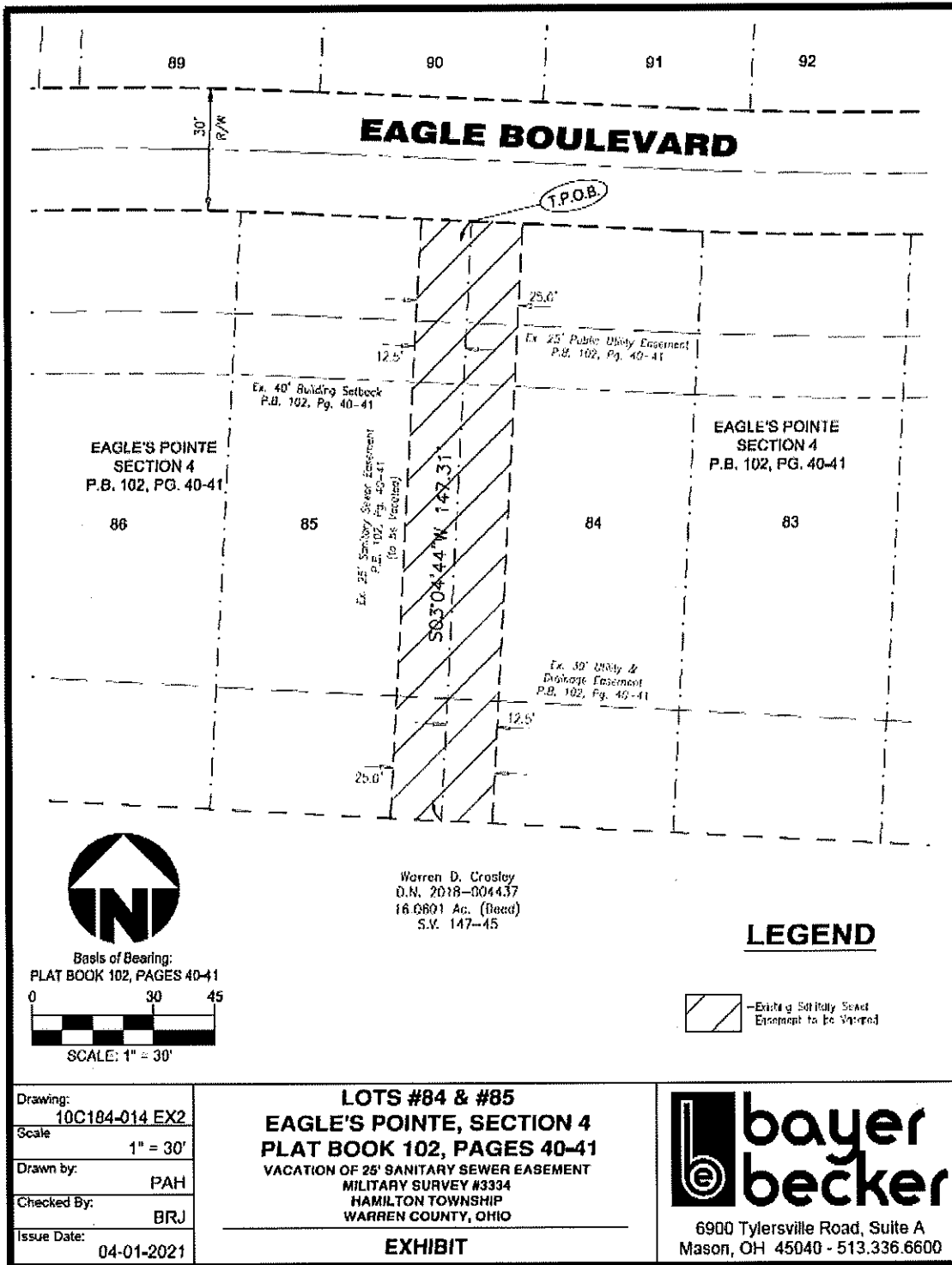
LOTS #84 & #85
EAGLE'S POINTE, SECTION 4
PLAT BOOK 102, PAGES 40-41
VACATION OF 25' SANITARY SEWER EASEMENT
MILITARY SURVEY #3334
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO



6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

EXHIBIT

**Exhibit B
Vacated Sewer Easement Exhibit**



Basis of Bearing:
PLAT BOOK 102, PAGES 40-41

0 30 45

SCALE: 1" = 30'

Warren D. Crosley
D.N. 2018-004437
16.6601 Ac. (Beed)
S.V. 147-45

LEGEND

 Existing Sanitary Sewer Easement to be Vacated

Drawing:	10C184-014 EX2
Scale:	1" = 30'
Drawn by:	PAH
Checked By:	BRJ
Issue Date:	04-01-2021

**LOTS #84 & #85
EAGLE'S POINTE, SECTION 4
PLAT BOOK 102, PAGES 40-41
VACATION OF 25' SANITARY SEWER EASEMENT
MILITARY SURVEY #3334
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO**

EXHIBIT



6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Resolution

Number 21-0537

Adopted Date April 20, 2021

ENFORCE TEMPORARY LANE CLOSURES AND DETOURS TO ACCOMMODATE LOCAL TRAFFIC DURING THE CLOSURE OF U.S. ROUTE 22 ON THE FOSTER VIADUCT OVER THE LITTLE MIAMI STATE AND NATIONAL SCENIC RIVER

WHEREAS, the Ohio Department of Transportation (ODOT) will close the Foster Viaduct carrying U.S. Route 22 over the Little Miami State and National Scenic River for fifty day in June and July of 2021; and

WHEREAS, the official detour will be Columbia Road from U.S. Route 22 in Deerfield Township, thence to Western Row Road, thence to I-71, thence to State Route 48, and ending at U.S. Route 22 in Hamilton Township; and

WHEREAS, anticipating that local motorists will travel county roads, mainly Socialville-Fosters Road and Old 3rd C Highway, to bypass the closure, the Warren County Engineer and ODOT have developed a maintenance of traffic plan to accommodate heavy traffic volumes on US 22; and

NOW THEREFORE BE IT RESOLVED, to close eastbound Socialville-Fosters Road east of Western Row Road (Township Road #54) to create one-way westbound traffic between Old 3rd C Highway (County Road #10) and Western Row Road as permitted under Ohio Revised Code Section 4511.07 (A) (4), and

BE IT FURTHER RESOLVED, prohibit left turns from eastbound Old 3rd C Highway to westbound Socialville-Fosters Road (County Road #32) as permitted under Ohio Revised Code Section 4511.07 (A) (2), and

BE IT FURTHER RESOLVED, to close westbound Fosters-Maineville Road (County Road #23) from Butterworth Road (County Road #156) to Old 3rd C Highway to create a one-way road eastbound between Butterworth Road and Old 3rd C Highway as permitted under Ohio Revised Code Section 4511.07 (A) (4), and

BE IT FURTHER RESOLVED, to prohibit left turns from westbound Old 3rd C Highway to eastbound Fosters-Maineville Road as permitted under Ohio Revised Code Section 4511.07 (A) (2), and

BE IT FURTHER RESOLVED, to prohibit left turns from westbound Old 3rd C Highway to westbound Davis Road (Township Road #63) as permitted under Ohio Revised Code Section 4511.07 (A) (2), and

BE IT FURTHER RESOLVED, to post all signs and traffic control devices necessary to delineate changes to travel on the highways as required under Ohio Revised Code Section 4511.07 (B), and

BE IT FURTHER RESOLVED, to enforce this resolution in compliance with Ohio Revised Code Section 4511.071, and

BE IT FURTHER RESOLVED, to remove all mentioned traffic control devices and restore traffic to two-way operation and eliminate left turn prohibitions upon completion of the US 22 Foster Viaduct repair and ODOT opens that structure to full traffic operation.

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

RESOLUTION 21-0537

APRIL 20, 2021

PAGE 2

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann. – yea

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS

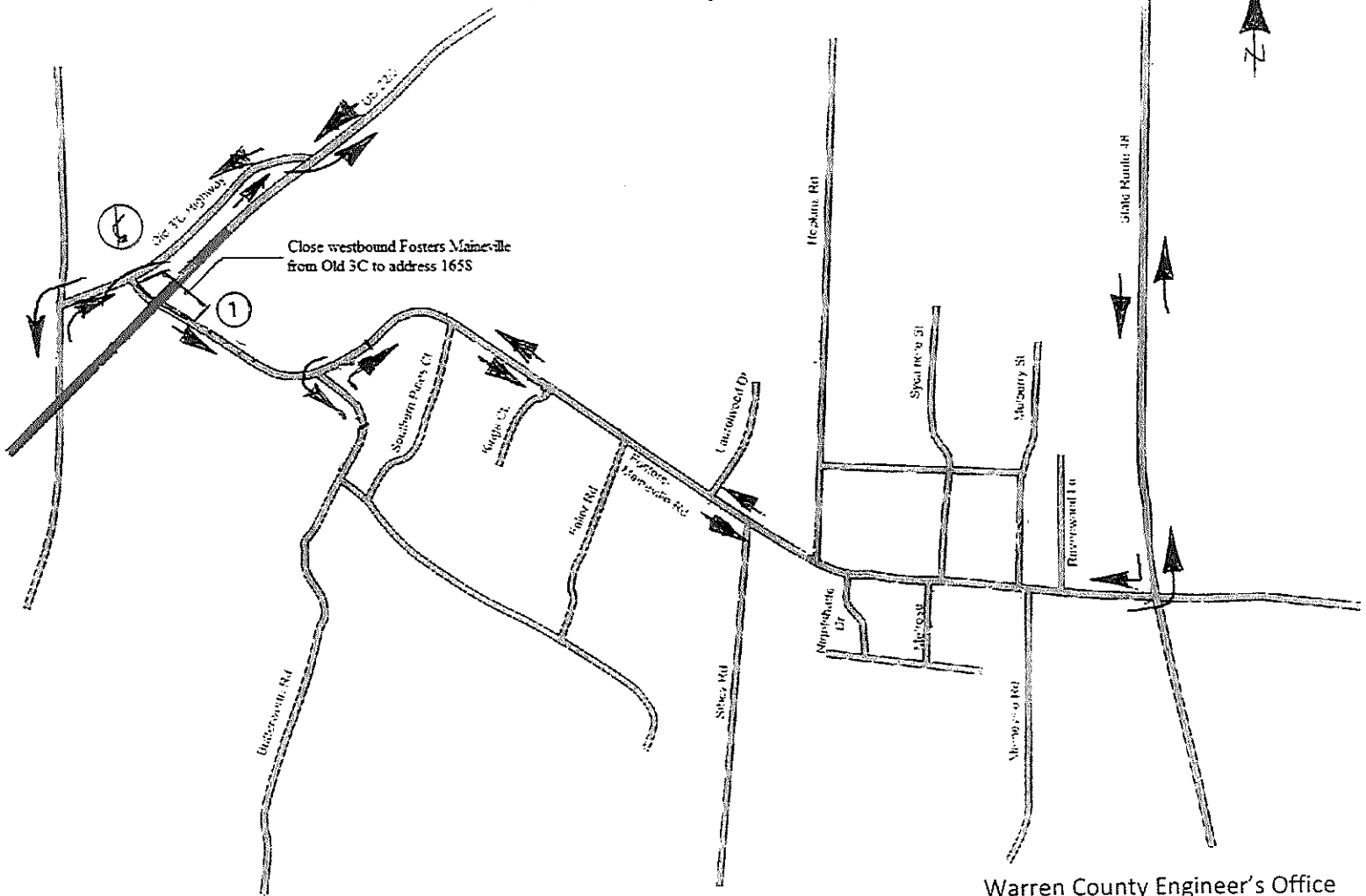
A handwritten signature in black ink that reads "Tina Osborne". The signature is written in a cursive style with a large, prominent "O" in the last name.

Tina Osborne, Clerk

Cc: Engineer

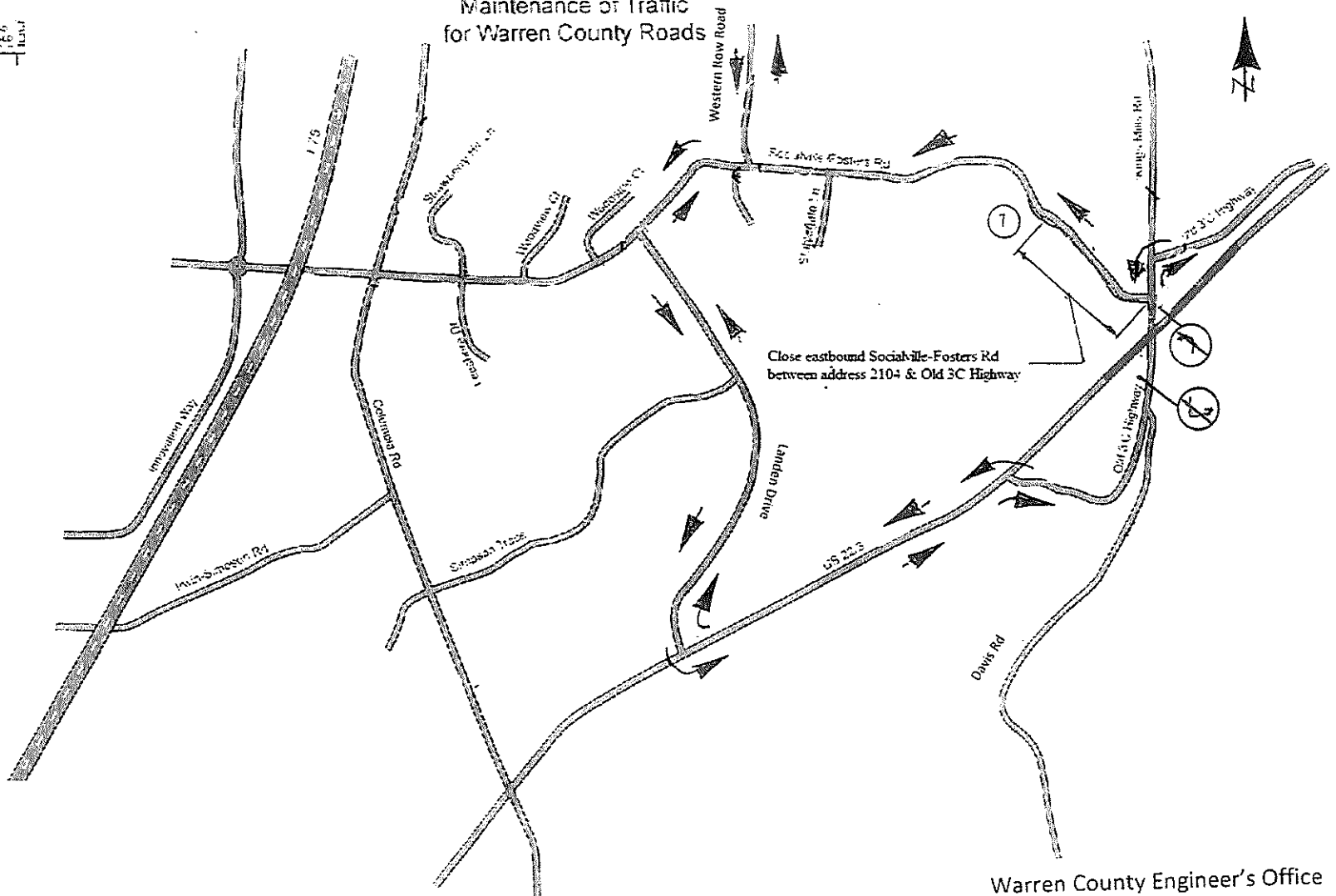
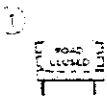
US 22/3 Closure
Maintenance of Traffic
for Warren County Roads

①



Warren County Engineer's Office
210 West Main Street
Lebanon, Ohio 45036

US 22/3 Closure
Maintenance of Traffic
for Warren County Roads



Close eastbound Sociaville-Fosters Rd
between address 2104 & Old 3C Highway

Warren County Engineer's Office
210 West Main Street
Lebanon, Ohio 45036

Resolution

Number 21-0538

Adopted Date April 20, 2021

ENTER INTO AN ACCESS AGREEMENT WITH KINGS/71, LLC. MEMORIALIZING THE WARREN COUNTY ACCESS PERMIT CONDITIONS FOR THE KINGS MILLS RESORT DEVELOPMENT, ALSO KNOWN AS KINGS ISLAND CAMP CEDAR, LOCATED ON KINGS ISLAND DRIVE IN DEERFIELD TOWNSHIP, AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE BOARD AND THE COUNTY ENGINEER TO CAUSE THE AGREEMENT TO BE RECORDED OF PUBLIC RECORD

WHEREAS, Kings/71, LLC, Kings/71, LLC. ("OWNER") holds title to a 52.718-acre parcel identified as Parcel # 16-18-276-003, in Deerfield Township, Warren County, Ohio, located at 5158 Kings Mills Road, Kings Mills, Ohio 45034, and,

WHEREAS, the Owner desires to divide by survey the 52.718-acre parcel into a 7.9779-acre parcel, and a 44.7185-acre parcel that will subsequently be further divided by minor subdivision process into a 4.3107-acre parcel, leaving a remainder of 40.4078 acres; and,

WHEREAS, the Owner plans to develop the said 7.9779-acre parcel with 68 campsites, and develop the said 40.4078 remainder acres with 262 campsites, for a total of 330 campground sites at the Kings Mills Resort (collectively the "RESORT"); and,

WHEREAS, as required by the Warren County Access Management Regulations and the approved PUD Stage 2 Preliminary Site Plan for the development of the RESORT, the OWNER provided a traffic impact study ("TIS") that was reviewed and approved by the COUNTY ENGINEER with conditions; and,

WHEREAS, in accordance with the Warren County Thoroughfare Plan, Warren County Access Management Regulations, and the COUNTY ENGINEER'S conditions for approval of the TIS and access permit for the RESORT, the OWNER agrees there by binding itself and its successor and assigns:

- a) Prior to the issuance of the access permit, to convey fee simple title to the 4.3107-acre parcel to WARREN COUNTY in lieu of dedication of right of way at no cost to Warren County; and
- b) Prior to the issuance of the access permit, to improve the said 4.3107-acre parcel, in part, to extend Kings Island Drive ("Kings Island Drive Extension"), a distance of approximately 710 linear feet northward approximately 110 feet in width from the current north terminus of Kings Island Drive/southern point of the 4.3107-acre parcel (the "710 linear ft. segment"), as shown on Exhibit 2 attached to the Access Agreement, at no cost to Warren County; and,
- c) Prior to the issuance of the access permit, to grant highway and slope easements by a separate instrument to WARREN COUNTY on the 7.9770-acre parcel, and further grant

highway and slope easements by a separate instrument to WARREN COUNTY on the 40.4078 remainder acres, to be recorded of public record, at no cost to Warren County; and

- d) At a future date as determined by the COUNTY ENGINEER based on securing funding for the construction of the Kingsview Drive relocation project and right of way is required by ODOT or WARREN COUNTY to proceed in order to construct the Kingsview Drive relocation project, to grant, donate and convey, to WARREN COUNTY, a standard highway easement in favor of the "Warren County Board of County Commissioners" that traverses the OWNER'S 7.9779-acre parcel in order for the COUNTY ENGINEER to construct, at WARREN COUNTY'S sole cost, a northward relocation of Kingsview Drive in the approximate location as shown on Exhibit 3 of the Access Agreement; and
- e) To construct a northbound right-turn lane on Kings Island Drive Extension at the Resort Access at a future date as determined by the COUNTY ENGINEER based on the timing of the COUNTY ENGINEER'S receipt of funding for the construction of Kings Island Drive Future Extension and connection to Columbia Road; and,
- f) At such time as Kings Island Drive Future Extension is improved any distance north of the 710 linear ft. segment, the Owner shall pay all costs attributable to the construction of a southbound left turn lane on future Kings Island Drive at the main entrance to the RESORT, including the cost to construct a roadway width greater than 60 ft wide, provided that the extra width is needed to accommodate safe sight distance required to complete the left turn into the RESORT; and,

WHEREAS, WARREN COUNTY agrees to:

- a) Grant OWNER an access permit from the current north terminus of Kings Island Drive/south property line of the 4.3107-acre parcel, plus access points from the 7.9779-acre parcel and the 40.4078 remainder acres onto Kings Island Drive Extension, the approximate locations as shown on Exhibits 2 and 3 attached to the Agreement; and
- b) At such time as Kings Island Drive Future Extension is improved any distance north of the 710 linear ft. segment, COUNTY ENGINEER will grant OWNER or its successor and assigns, a permit to construct and maintain, at OWNER'S sole cost, a two way pedestrian traffic tunnel crossing under Kings Island Drive Extension and associated improvements in accordance with the latest version of the "LRFD Bridge Design Specifications" adopted by the American Association of State Highway and Transportation Officials and the ODOT Bridge Design Manual at the approximate location shown on Exhibit 3 and referenced as a "2-WAY PEDESTRIAN TRAFFIC TUNNEL." The tunnel design and end wall locations must be reviewed by and approved at the COUNTY ENGINEER'S sole discretion by way of the issuance of a right of way permit; and
- c) Related to Owner's condition summarized in d) above, WARREN COUNTY agrees to use its best faith efforts to facilitate appropriate land exchanges between WARREN

COUNTY, the owner of Parcel #16-18-200-017 currently improved with a McDonald's Restaurant, and the OWNER; and,

WHEREAS, the Owner has fully executed the said Access Agreement and an Affidavit relating to title in order that both instruments may be recorded of public record as notice to the parties and their successors and assigns of the rights, and present and future obligations therein; and,

WHEREAS, the Board desires to enter into this Agreement upon the recommendation of the County Commissioners, and upon the approval by the County Prosecutor.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote concurring as follows:

- i) The Board approves the Access Agreement memorializing the Warren County access permit conditions for the Kings Mills Resort development, a copy of which including exhibits is attached hereto and made apart hereof.
- ii) The County Administrator is hereby authorized to execute the Access Agreement on behalf of the Board.
- iii) The County Engineer is authorized to record the Affidavit relating to title executed by the Owner with the Access Agreement attached thereto in the office of the Warren County Recorder.
- iv) The findings made by the Board in the above WHEREAS clauses are hereby adopted as a part of these resolving paragraphs.
- v) All action taken relating to this Resolution is an administrative act by the Board.
- vi) All action taken relating to this Resolution occurred in an open meeting of this Board in compliance with the Ohio Public Meeting Act, Section 121.22, et seq., of the Ohio Revised Code.

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 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: C/A—Kings/71, LLC
Haglage, Dick
Engineer (FILE)

Kings Mills Resort Access Agreement

This Access Agreement (the "Agreement"), is made and entered into by and between the Board of Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 ("WARREN COUNTY"), on behalf of the Warren County Engineer, ("COUNTY ENGINEER"), and Kings/71, LLC, an Ohio limited liability company, 8620 Tyler Blvd., Mentor, Ohio 44060 ("OWNER") being the owner and developer of the Kings Mills Resort (also known as Kings Island Camp Cedar).

Witnesseth:

WHEREAS, at the time of execution of this Agreement, Owner holds title to a 52.718 acre parcel identified as Parcel # 16-18-276-003, in Deerfield Township, Warren County, Ohio, located at 5158 Kings Mills Road, Kings Mills, Ohio 45034, which is more particularly described on Exhibit 1 attached hereto; and,

WHEREAS, two public roads, namely, Kings Island Drive and Kingsview Drive currently terminate at the south boundary line of the 52.718 acre parcel; and,

WHEREAS, the existing Kings Island Drive is currently constructed and open for use by the public without charge to approximately 360 linear feet north of Kings Mills Road; and,

WHEREAS, the existing Kingsview Drive is a public road open for use by the public without charge that currently terminates at the south boundary of the 52.718 acre parcel approximately 250 linear feet west of Kings Island Drive; and,

WHEREAS, Owner desires to divide by survey the 52.718 acre parcel into a 7.9779 acre parcel, and a 44.7185 acre parcel that will subsequently be further divided by minor subdivision process into a 4.3107 acre parcel, leaving a remainder of 40.4078 acres; and,

WHEREAS, Owner plans to develop the said 7.9779 acre parcel with 68 campsites, and develop the said 40.4078 remainder acres with 262 campsites, for a total of 330 campground sites at the Kings Mills Resort (collectively the "RESORT"); and,

WHEREAS, as required by the Warren County Access Management Regulations and the approved PUD Stage 2 Preliminary Site Plan for the development of the RESORT, OWNER provided a traffic impact study ("TIS") that was reviewed and approved by the COUNTY ENGINEER; and,

WHEREAS, Kings Island Drive is functionally classified as a Primary Collector/Distributor road in the Warren County Official Thoroughfare Plan which requires a future extension from the current north terminus of Kings Island Drive through the RESORT northward through the said 4.3107 acre parcel to the north property line, and beyond through lands north of the RESORT eventually connecting to Columbia Road; and,

WHEREAS, as required by the TIS, OWNER will improve the said 4.3107 acre parcel, in part, to extend Kings Island Drive ("Kings Island Drive Extension"), a distance of approximately 710 linear feet

northward approximately 110 feet in width from the current north terminus of Kings Island Drive/southern point of the 4.3107 acre parcel (the "710 linear ft. segment"), as such improvements are specifically and uniquely attributable to the development of 7.9779 acre parcel and the 40.4078 remainder acres as shown on the attached construction drawings prepared by Kleingers Group, dated February 5, 2020, marked Exhibit 2 titled "Kings Island Drive Roadway Extension"; and,

WHEREAS, in lieu of dedication of right of way in order to comply with the Warren County Official Thoroughfare Plan requirements, OWNER desires to convey fee simple title to the 4.3107 acre parcel to WARREN COUNTY as soon as a survey of said parcel is filed in the Warren County Engineer's Record of Land Division and a legal description is created by deed; and,

WHEREAS, as requested by COUNTY ENGINEER, OWNER also desires to grant highway and slope easements by a separate instrument to WARREN COUNTY on the 7.9770 acre parcel, and further grant highway and slope easements by a separate instrument to WARREN COUNTY on the 40.4078 remainder acres, to be recorded of public record; and,

WHEREAS, unless otherwise provided herein, OWNER will not be responsible for improving the remaining part of the 4.3107 acre parcel beyond the 710 linear ft. segment (the "Kings Island Drive Future Extension") as the date the future extension will need to be improved is unknown and to be determined due to the timing of any future extension(s) of Kings Island Drive Future Extension northwardly as such is currently considered to be driven by the timing of development of such northern lands all the way to Columbia Road; and,

WHEREAS, at such time as Kings Island Drive Future Extension is improved by the COUNTY ENGINEER north of the said 710 linear ft. segment, OWNER desires to design and construct, at OWNER's sole cost, a two way pedestrian traffic tunnel crossing under Kings Island Drive Extension and any associated improvements in the 4.3107 acre parcel in order to provide safe access for the occupants of the camp sites on the 7.9779 acre parcel on the west side of Kings Island Drive Extension to access the campground amenities on the 40.4078 remainder acres on the east side of Kings Island Drive Extension; and,

WHEREAS, the OWNER's traffic impact study also evaluated future improvements needed to be constructed by OWNER in order to mitigate the RESORT development impacts with the extension of Kings Island Drive to Columbia Road including a northbound right-turn lane and southbound left-turn lane on Kings Island Drive, and the OWNER desires to defer the cost of these improvements, which shall be the responsibility of OWNER or its successors and assigns, at such time as the COUNTY ENGINEER determines the timing of the construction of said improvements; and,

WHEREAS, based on the OWNER's TIS and a review of the accident history along Kings Mills Road between 171 and Kings Island Drive, the COUNTY ENGINEER has determined that the existing west terminus of Kingsview Drive must either be extended northward to create a second (north) point of connection to Kings Island Drive, or the OWNER or its successors and assigns provide an alternate route for the existing Kingsview Drive to be relocated north of the existing Kingsview Drive/Kings Island Drive intersection, however, the latter option being more preferable and the Parties agreeing that the future

relocation of Kingsview Drive as shown on the attached Exhibit 3 is an acceptable alternative to constructing an extension north from the west Kingsview Drive west-terminus; and,

WHEREAS, OWNER desires to enter into this Agreement to obligate OWNER and its successors and assigns to fulfill the said obligations of OWNER set forth above, and for OWNER to be entitled to the rights and privileges set forth above.

NOW THEREFORE, in consideration of ONE DOLLARS (\$1.00) and the mutual benefits to be derived by the Parties, the sufficiency of which are hereby acknowledged as adequate consideration to legally bind the parties, and in order to mitigate the impacts to Kings Island Drive in its current and future configuration contributed to by OWNER's private development of the RESORT, and in order to comply with the Warren County Official Thoroughfare Plan and Appendix A of the Warren County Access Management Regulations, WARREN COUNTY and the OWNER mutually agree to the following rights and obligations.

A. OWNER, on its behalf, and on behalf of its successors and assigns, does hereby agree, covenant and warrant the following:

1) Prior to the issuance of the access permit required in paragraph B (1) hereinafter, at OWNER's sole cost, OWNER will split by survey to be filed in the Warren County Engineers Record of Land Division the said 52.718 acre parcel into a 7.9779 acre parcel and a 44.7185 acre parcel, and thereafter split the 44.7185 acre parcel into a 4.3107 acre parcel (leaving a remainder of 40.4078 acres) by minor subdivision process and create a legal description for the 4.3107 acre parcel by recording a deed. Said split survey of the 7.9779 acre parcel shall also illustrate the future standard highway easement required in paragraph A (7) hereinafter and be labeled thereon the "Future Kingsview Drive Road Right-of-Way".

2) Prior to the issuance of the access permit required in paragraph B (1) hereinafter, OWNER shall grant, donate and convey, at no charge, to WARREN COUNTY, the following:

- a) the fee simple title to the 4.3107 acre parcel, by limited warranty deed naming the grantee as the "Warren County Board of County Commissioners", whose tax mailing address is 406 Justice Drive, Lebanon, OH 45036, and delivering the same to the COUNTY ENGINEER for recording of public record at WARREN COUNTY's sole cost; and
- b) an exclusive standard highway and slopes easement over the 7.9779 acre parcel and the 40.4078 remainder acres twenty (20) ft. wide, parallel with and to both the east and west boundary of the 4.3107 acre parcel as shown on Exhibit 3, in favor of the "Warren County Board of County Commissioners", and delivering the same to the COUNTY ENGINEER for recording of public record at WARREN COUNTY's sole cost.

3) Prior to the issuance of the access permit required in paragraph B (1) hereinafter, OWNER shall construct, at OWNER's sole cost, the said 710 linear ft. segment of Kings Island Drive Extension, in accordance with the Warren County Requirements and Standards for the Design and Construction of Streets and Roadway Facilities, to be inspected by and approved in the COUNTY ENGINEER's sole discretion.

4) Prior to the issuance of the access permit required in paragraph B (1) hereinafter, at OWNER's sole cost, OWNER will provide WARREN COUNTY with the required Security Agreement for constructing the said 710 linear ft. segment of Kings Island Drive Extension, in accordance with the Warren County Requirements and Standards for the Design and Construction of Streets and Roadway Facilities.

5) Prior to the issuance of the access permit required in paragraph B (1) hereinafter, at OWNER's sole cost, OWNER shall construct a northbound left-turn lane along with the said 710 linear ft. segment of Kings Island Drive Extension as part of the Resort project, in accordance with the Warren County Requirements and Standards for the Design and Construction of Streets and Roadway Facilities.

6) At a future date as determined by the COUNTY ENGINEER based on the timing of receipt of funding for the construction of Kings Island Drive Future Extension and connection to Columbia Road, OWNER or its successors and assigns will construct at their sole cost, a northbound right-turn lane on Kings Island Drive Extension at the Resort Access. The added cost of this right turn lane will be paid for by the OWNER or its successors and assigns at the time construction begins for the Kings Island Drive Future Extension beyond the Resort access. With a plan and permit to construct improvements inside of the public right-of-way and highway easement area approved and authorized by the COUNTY ENGINEER, the OWNER may also elect to construct the future right turn lane at the RESORT access separate from the Kings Island Drive Future Extension provided that construction of the right turn lane is completed no later than 30 calendar after the completion of the Kings Island Drive Extension.

7) At a future date as determined by the COUNTY ENGINEER based on securing funding for the construction of the Kingsview Drive relocation project, whether or not the eventual extension of Kings Island Drive Future Extension north of the Resort and connection to Columbia Road has yet to occur or has already occurred, and right of way is required by ODOT or WARREN COUNTY to proceed to the construction phase of the Kingsview Drive relocation project, OWNER or its successors and assigns will grant, donate and convey, at no charge, to WARREN COUNTY, a standard highway easement in favor of the "Warren County Board of County Commissioners" that traverses OWNER'S 7.9779 acre parcel in order for the COUNTY ENGINEER to construct, at WARREN COUNTY's sole cost, a northward relocation of Kingsview Drive in the approximate location as shown on Exhibit 3 (the "Kingsview Drive Relocation Project"). Prior to the beginning of the Kingsview Drive Relocation Project, OWNER shall be solely responsible for relocating any structures or other improvements on the approximate future easement area as illustrated on Exhibit C.

8) At such time as Kings Island Drive Future Extension is improved any distance north of the 710 linear ft. segment, the Owner shall pay all costs attributable to the construction of a southbound left turn lane on future Kings Island Drive at the main entrance to the RESORT, including the cost to construct a roadway width greater than 60 ft wide, provided that the extra width is needed to accommodate safe sight distance required to complete the left turn into the RESORT.

B. WARREN COUNTY and/or COUNTY ENGINEER do hereby agree, covenant and warrant the following:

1) at such time as the obligations set forth in paragraphs A (1), (2), (3), (4) and (5) have been satisfied, COUNTY ENGINEER shall grant OWNER an access permit from the current north terminus of Kings Island Drive/south property line of the 4.3107 acre parcel, plus access points from the 7.9779 acre parcel and the 40.4078 remainder acres onto Kings Island Drive Extension, the approximate locations as shown on Exhibits 2 and 3.

2) at such time as Kings Island Drive Future Extension is improved any distance north of the 710 linear ft. segment, COUNTY ENGINEER will grant OWNER or its successor and assigns, a permit to construct and maintain, at OWNER'S sole cost , a two way pedestrian traffic tunnel crossing under Kings Island Drive Extension and associated improvements in accordance with the latest version of the "LRFD Bridge Design Specifications" adopted by the American Association of State Highway and Transportation Officials and the ODOT Bridge Design Manual. The said tunnel shall be limited in size in order that it may be used exclusively by pedestrians, bicycles, golf carts or similar devices by the occupants of the Resort to pass two ways freely under Kings Island Drive Extension at the approximate location shown on Exhibit 3 and referenced as a "2-WAY PEDESTRIAN TRAFFIC TUNNEL." The tunnel design and end wall locations must be reviewed by and approved at the COUNTY ENGINEER'S sole discretion by way of the issuance of a right of way permit.

3) upon inspection and recommendation by COUNTY ENGINEER, and acceptance by WARREN COUNTY and adoption of a resolution releasing the Security Agreement required by paragraph A (4) above, COUNTY ENGINEER or Deerfield Township as determined by the COUNTY ENGINEER, shall maintain, at WARREN COUNTY'S or Deerfield Township's, as applicable, at their sole cost, the said 710 linear ft. segment of Kings Island Drive Extension. WARREN COUNTY will cause a Road Right-of-Way Dedication Plat of the 4.3107 acre parcel to be recorded of public record.

4) at a future date that such extension will need to be constructed as determined by the COUNTY ENGINEER due to the timing of any future extensions of Kings Island Drive Further Extension northwardly connecting to Columbia Road, COUNTY ENGINEER, at no cost to the OWNER except where otherwise provided herein, shall construct Kings Island Drive Future Extension (ie., beyond the said 710 linear ft. segment constructed by OWNER) in accordance with the Warren County Requirements and Standards for the Design and Construction of Streets and Roadway Facilities.

5) To facilitate the Kingsview Drive Relocation project, WARREN COUNTY shall use its best faith efforts to facilitate appropriate land exchanges between WARREN COUNTY, the owner of Parcel # 16-18-200-017 currently improved with a McDonald's Restaurant, and the OWNER.

C. The rights, obligations, and interests created and granted under this agreement shall run with the land and be binding upon and inure to the benefit of the heirs, beneficiaries, legal representatives, successors, and assigns of the parties.

D. Any notice, request, or demand permitted or required to be given hereunder shall be in writing, signed by or on behalf of the party giving the notice, and shall be deemed to have been given when delivered personally to an authorized agent of the other party in interest, or on the next business day after the same has been deposited for overnight delivery with any nationally recognized overnight courier service, addressed to the other party at the address stated below (which address may be updated from time to time by written notice to the other party):

County Engineer

210 W. Main Street

Lebanon, Ohio 45036

Board of Warren County Commissioners

406 Justice Drive

Lebanon, Ohio 45036

Kings/71, LLC
James R. Small
Vice President and General Counsel
Cleveland Construction, Inc.
12810 Tamiami Trail N., Suite 200
Naples, Florida, 34110

E. No waiver of any breach or default by either party to this Agreement shall be implied from any omission or failure to take any action or delay in taking action with respect to such breach or default if the same breach or default continues or is repeated. No express waiver of any breach or default shall affect any other breach or default or cover any period of time other than the period of time specified in the express waiver. One or more waivers of any breach or default in the performance of any term or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent breach or default in the performance of the same term or covenant or any other term or covenant contained in this Agreement.

F. Except updates to notice addresses as effectuated herein, this Agreement may be amended, modified, or supplemented only by a written agreement signed by all of the parties.

G. Each party shall have the right to prosecute any proceedings at law or in equity, including remedies of temporary restraining order, injunction, or specific performance, against the other party or against an occupant or other third party claiming through or under the other party, or any other person or entity violating, attempting to violate, or defaulting upon any of the provisions contained in this Agreement, in order to prevent or cause the cessation of any violation, attempted violation, or default upon the provisions of this Agreement and to recover damages for any such violation or default. The rights and remedies expressly given to the parties under this Agreement shall be cumulative and no single right or remedy shall be exclusive of any others or of any other right or remedy at law or in equity that the parties might otherwise have by virtue of a breach or default under this Agreement.

H. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The venue for any and all disputes, interpretations, claims or causes of action of any kind shall be brought exclusively in the Warren County Court of Common Pleas, General Division (unless the parties mutually agree in writing to mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state or federal court. Should either party breach this exclusive venue provision, the breaching party shall pay the reasonable attorney's fees and court costs that the other party incurs relating to such action having to be removed to the venue provided herein.

I. This Agreement constitutes the entire agreement of the parties thereby superseding any prior or contemporaneous written or oral agreements with respect thereto.

J. The representations, covenants and obligations herein contained shall survive the execution and/or recording of any other document executed by the parties to effect or consummate the obligations stated herein.

K. This Agreement shall be incorporated by reference into an affidavit relating to title per R.C. 5301.252 (B)(3), and recorded of public record. Owner shall execute and cause the affidavit to be recorded in the Warren County, Ohio Recorder's Office, at Owner's sole expense.

IN EXECUTION WHEREOF, the OWNER has caused this Agreement to be executed on the date stated below by its authorized representative, in accordance with it's operating agreement or by resolution after having the opportunity to review the Agreement with legal counsel.

KINGS/71, LLC

By: *R.A.H.*
Print Name: RICHARD A. HAGLAGE
Title: AUTHORIZED MEMBER
Date: 4-9-21

STATE OF Ohio, COUNTY OF Clermont, ss:

The foregoing instrument was acknowledged before me this 9th day of April, 2021, by Richard A Haglage, the Authorized member of, KINGS/71, LLC, and pursuant to the authority granted to him/her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his/her voluntary act and deed. 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]



DENISE A. HARDY

Notary Public, State of Ohio

My Commission Expires

July 8, 2021

Recorded in Warren County

Notary Public

My Commission Expires: July 8, 2021

Denise A Hardy

[the remainder of this page intentionally left blank, one signature page to follow]

IN EXECUTION WHEREOF, upon written recommendation of the County Engineer, the Board of Warren County Commissioners has caused this Agreement to be executed on the date stated below by County Administrator, Tiffany Zindel, pursuant to Resolution No. 21-0538 dated 4/20/21

RECOMMENDED BY:

WARREN COUNTY ENGINEER

By: Neil F. Tunison
Neil F. Tunison, P.E., P.S., County Engineer
Date: 4/12/2021

BOARD OF WARREN COUNTY COMMISSIONERS

By: Tiffany Zindel
Tiffany Zindel, County Administrator
Date: 4-20-21

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, on this 20 day of April, 2021, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be **Tiffany Zindel**, County Administrator of Warren County, Ohio, and pursuant to the authority granted to her to act on behalf of the Board of Warren County Commissioners, and while acting in such official capacity, did acknowledge the signing thereof to be her voluntary act and deed. 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.



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

[Signature]
Notary Public
My Commission Expires: 12/26/2022

APPROVED AS TO FORM:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary
Bruce A. McGary, Assistant Prosecutor
Date: 4/14/2021

Exhibit 1

(52.718 Ac.)

Being a parcel of land situated in Deerfield Township, Warren County, Ohio; Sections 12 and 18, Town 4, Range 2 and being part of the property as conveyed to the Kings Island Real Estate Co. Deed Book 518, Page 395, and being all of the property as conveyed to the Kings Island Real Estate Co., O.R. Volume 009, Page 974 of the deed records of the Recorder's Office of Warren County, Ohio and being located within the following described points in the boundary thereof.

Commencing at the northwest corner of Section 18 thence with the north line of said section South $84^{\circ}34'13''$ East, 2,577.01 feet; thence South $84^{\circ}14'53''$ East 1,074.59 feet to the east limited access right-of-way line of Interstate 71 being the northwest corner of a 70.662 acre tract as recorded in Deed Book 518, Page 395 of said deed records, said corner being the Real Point of Beginning of the parcel herein described; thence continuing with the north line of said section also being the north line of said 70.662 acre tract South $84^{\circ}14'53''$ East, 269.16 feet to the northwest corner of an 8.730 acre tract as recorded in O.R. Volume 009, Page 974 of said deed records; thence continuing with the north line of said section also being the north line of said 8.730 acre tract South $84^{\circ}12'47''$ East, 843.03 feet; thence departing said section line and continuing with the lines of said 8.730 acre tract on the following courses: (1) South $5^{\circ}52'30''$ West, 196.17 feet; (2) South $84^{\circ}07'20''$ East, 129.80 feet; (3) South $11^{\circ}39'49''$ West, 211.66 feet to the north line of said 70.662 acre tract; thence with the lines of said 70.662 acre tract on the following courses: (1) South $85^{\circ}31'20''$ East, 645.50 feet to the center of Columbia Road; (2) along Columbia Road South $12^{\circ}06'17''$ West, 17.50 feet; (3) South $13^{\circ}06'32''$ West, 253.67 feet; (4) North $84^{\circ}38'02''$ West, 18.85 feet; (5) South $17^{\circ}30'32''$ West, 167.01 feet; (6) departing said road North $52^{\circ}43'48''$ West, 191.09 feet; (7) North $72^{\circ}29'28''$ West, 45.00 feet; (8) South $3^{\circ}10'00''$ West, 284.60 feet; (9) South $72^{\circ}29'28''$ East, 148.27 feet to the center of Columbia Road; (10) along Columbia Road South $23^{\circ}27'49''$ West, 39.50 feet; (11) South $43^{\circ}10'47''$ West, 63.24 feet; (12) South $53^{\circ}04'30''$ West, 98.95 feet; (13) South $56^{\circ}48'48''$ West, 233.13 feet; (14) departing said road North $84^{\circ}51'05''$ West, 22.36 feet; (15) North $84^{\circ}05'17''$ West, 258.28 feet to a southeast corner of the replat of Kings Island Commercial Center as recorded in Plat Book 15, Pages 37, and 38 of said deed records; thence with the lines of said subdivision on the following courses (1) North $3^{\circ}41'29''$ East, 349.56 feet; (2) North $82^{\circ}39'17''$ West, 740.00 feet; (3) South $52^{\circ}20'43''$ West, 150.00 feet; (4) North $82^{\circ}39'17''$ West, 255.00 feet; (5) along a curve to the left with a radius of 904.93 feet, an arc length of 181.64 feet, a chord bearing South $13^{\circ}05'44''$ West, a distance of 181.34 feet; (6) South $7^{\circ}20'43''$ West, 320.72 feet; (7) North $82^{\circ}39'17''$ West, 100.00 feet; (8) South $7^{\circ}20'43''$ West, 15.00 feet to the north line of Kingsview Drive as recorded in Plat Book 10, Pages 85 and 86; thence with the lines of said Drive on the following courses: (1) North $82^{\circ}39'17''$ West, 150.00 feet; (2) along a curve to the right with a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing North $37^{\circ}39'17''$ West, 35.36 feet; (3) North $7^{\circ}20'43''$ East, 88.00 feet; (4) North $82^{\circ}39'15''$ West, 188.30 feet, passing the termination line of said Drive at 50.00 feet to the northwest corner of the Kings Island Commercial Center, Section A as recorded in Plat Book 14, Pages 41 and 42 of said deed records; thence with the line of said subdivision South $7^{\circ}20'43''$ West, 160.32 feet to the northeast corner of a 2.995 acre tract as recorded in Deed Book 518, Page 331 of said deed records; thence with the north line of said 2.995 acre tract North $84^{\circ}37'18''$ West, 359.12 feet to the east limited access right-of-way line of Interstate 71, also being the west line of said 70.662 acre tract; thence with said lines on the following courses: (1) North $18^{\circ}18'52''$ East, 178.31 feet; (2) North $27^{\circ}33'34''$ East, 284.68 feet; (3) North $44^{\circ}26'02''$ East, 379.65 feet; (4) North $39^{\circ}54'42''$ East, 400.03 feet; (5) North $27^{\circ}51'19''$ East, 584.83 feet; (6) North $41^{\circ}01'25''$ East, 3.55 feet to the Real Point of Beginning containing 52.718 acres more or less, 2.439 acres being in Section 12 and 50.279 acres being in Section 18.

The above description is a result of a survey prepared by Carl D. Walker of Savage Walker & Associates, Inc., Ohio Registered Surveyor No. 6260 dated November 30, 1989, the survey plat which is filed in Volume 75, Plat No. 3/ of the Warren County Engineer's Record of Land Division.

KINGS ISLAND DRIVE ROADWAY EXTENSION

DEERFIELD TOWNSHIP WARREN COUNTY, OHIO

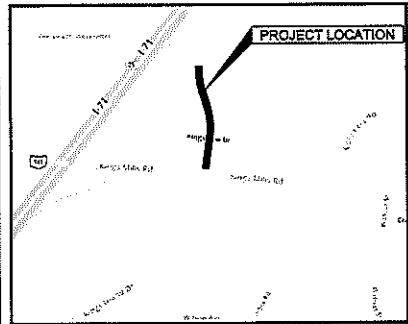
PROJECT DESCRIPTION

THIS PROJECT INCLUDES CONSTRUCTION OF NEW ROADWAY NORTH OF KINGSVIEW DRIVE. THE PROJECT INVOLVES BUILDING APPROXIMATELY 850 LINEAL FEET OF ROADWAY ALONG WITH IMPROVEMENTS OF APPROXIMATELY 350 LINEAL FEET OF EXISTING ROADWAY TO PROVIDE ACCESS TO THE KINGS MILLS OUTDOOR RECREATION RESORT. ASSOCIATED IMPROVEMENTS INCLUDE THE ADDITION AND/OR MODIFICATION OF PAVEMENT MARKINGS, SIGNAGE, AND STORM SEWER.

2019 SPECIFICATIONS

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS PROJECT.

EXHIBIT 2



VICINITY MAP
NOT TO SCALE

INDEX OF SHEETS

TITLE SHEET	1
SCHEMATIC LAYOUT	2
TYPICAL SECTIONS	3-4
GENERAL NOTES	5
PLAN & PROFILES	6-8
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TRAFFIC CONTROL PLAN	18

LEGEND

- LIGHT POLE
- UTILITY POLE
- GUY WIRE
- ELECTRIC MANHOLE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- MAILBOX
- GUARD POST
- GAS VALVE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- WATER MANHOLE
- TELEPHONE BOX
- SIGN (1 POST)
- SIGN (2 POST)
- TREE
- BUSH
- FENCE LINE
- WATERLINE
- UNDERGROUND GASLINE
- FIBER OPTIC
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- SAWCUT
- EXISTING SWALE
- DITCH
- CONSTRUCTION LIMITS

UNDERGROUND UTILITIES
Contact Two Working Days
Before You Dig

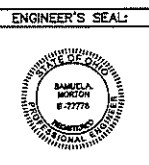
OHIO811.org
Before You Dig

OHIO811, 8-1-1, or 1-800-362-2764
(Non-members must be called directly)

STANDARD CONSTRUCTION DRAWINGS								SUPPLEMENTAL SPECIFICATIONS	
BP-3.1	10/18/19	MGS-1.1	1/19/18	TC-41.30	10/18/13	800	10/18/2018		
BP-5.1	1/18/19	MGS-2.1	1/19/18	TC-41.50	10/18/13	832	10/18/2018		
BP-7.1	7/20/18	MGS-4.2	7/19/13	TC-42.20	10/18/13				
				TC-71.10	1/19/18				
CB-2.1	7/20/18	MT-87.10	4/19/19						
CB-2.2	7/20/18	MT-101.00	1/20/17						
DM-1.2	1/19/13	MT-101.90	7/21/17						
HW-2.2	7/20/18								

APPROVED _____ DATE _____
 (COUNTY ENGINEER)

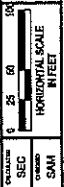
SIGNED DATE 2-5-2020
 (ENGINEER)



PLANS PREPARED BY:

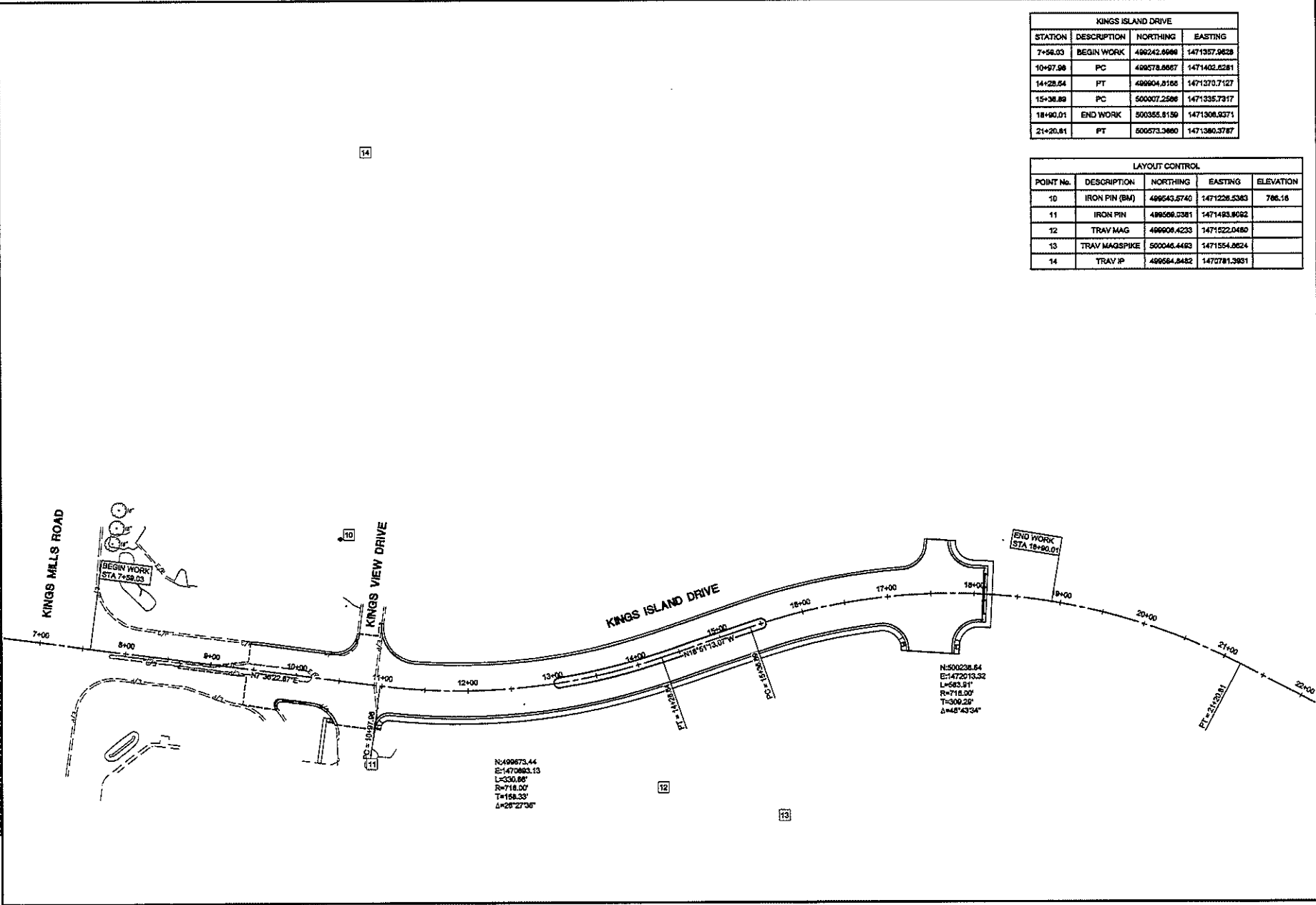
THE KLEINGERS GROUP

CIVIL ENGINEERING www.kleingers.com
 SURVEYING 6233 Gates Park Dr.
 LANDSCAPE ARCHITECTURE West Chester, OH 45381
 PH: 733.781.1111



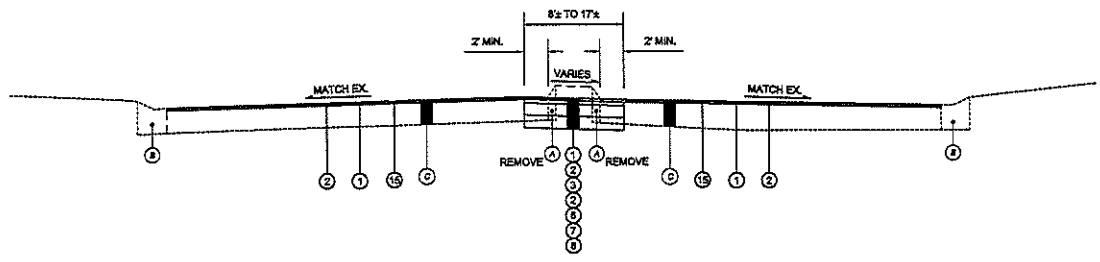
KINGS ISLAND DRIVE			
STATION	DESCRIPTION	NORTHING	EASTING
7+58.03	BEGIN WORK	496242.6466	1471357.9628
10+97.98	PC	496578.6667	1471402.8281
14+28.54	PT	496904.6158	1471373.7127
15+38.89	PC	500007.2586	1471335.7317
18+90.01	END WORK	500355.6159	1471306.9371
21+20.81	PT	500573.3880	1471380.3787

LAYOUT CONTROL				
POINT No.	DESCRIPTION	NORTHING	EASTING	ELEVATION
10	IRON PIN (BM)	496543.5740	1471226.5383	786.16
11	IRON PIN	496566.0381	1471493.8082	
12	TRAV MAG	496908.4233	1471522.0480	
13	TRAV MAGSPIKE	500046.4483	1471554.8624	
14	TRAV IP	496564.6482	1470781.3931	

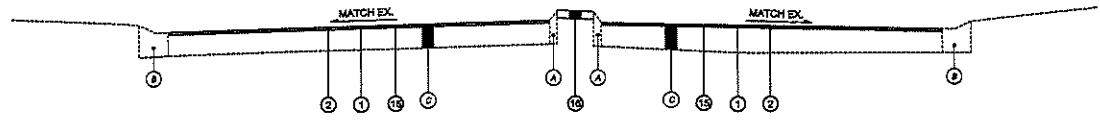


KINGS ISLAND DRIVE ROADWAY EXTENSION
SCHEMATIC LAYOUT

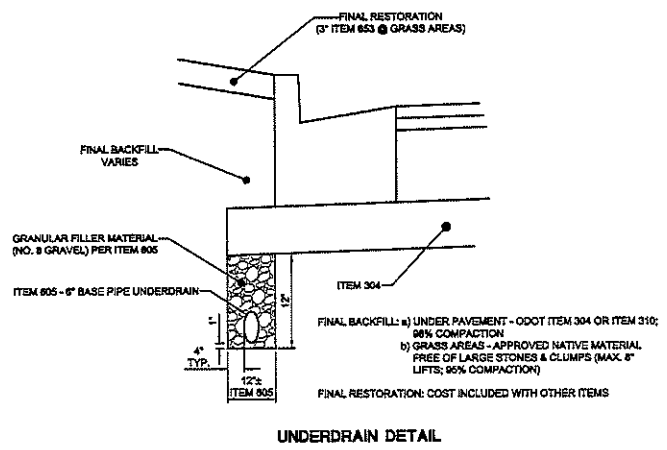




**KINGS ISLAND DRIVE
 OVERLAY AND MEDIAN REMOVAL SECTION**
 STA. 8+52.96 TO STA. 9+42.81 → 79.82 L.F.



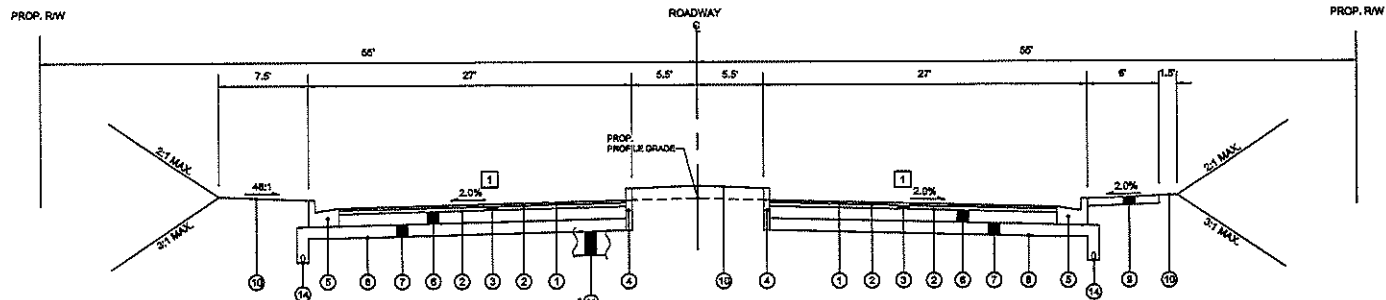
**KINGS ISLAND DRIVE
 OVERLAY SECTION**
 STA. 7+56.00 TO STA. 8+42.99 → 103.99 L.F.



LEGEND

- ① ITEM 441 1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), P064-22
- ② ITEM 407 TACK COAT
- ③ ITEM 441 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)
- ④ ITEM 609 CURB, TYPE 6
- ⑤ ITEM 609 CURB AND GUTTER, TYPE 2
- ⑥ ITEM 302 7" ASPHALT CONCRETE BASE, P064-22
- ⑦ ITEM 304 6" AGGREGATE BASE
- ⑧ ITEM 204 SUBGRADE COMPACTION WITH PROOF ROLLING
- ⑨ ITEM 608 4" CONCRETE WALK
- ⑩ ITEM 659 4" TOPSOIL/SEEDING AND MULCHING
- ⑪ ITEM 204 EXCAVATION OF SUBGRADE
- ⑫ ITEM 204 GRANULAR MATERIAL, TYPE C
- ⑬ ITEM 204 GEOTEXTILE FABRIC
- ⑭ ITEM 605 6" BASE PIPE UNDERDRAIN
- ⑮ ITEM 254 1-1/4" PAVEMENT PLANING, ASPHALT CONCRETE
- ⑯ ITEM 452 4" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P
- 1 SEE CROSS SECTIONS/SEE SUPERELEVATION TABLE
- * CONTINGENCY ITEM
- Ⓐ EX. CURB
- Ⓑ EX. CURB & GUTTER
- Ⓒ EX. PAVEMENT

NOTE: SEE CROSS SECTIONS FOR EXACT TIE-IN SLOPES



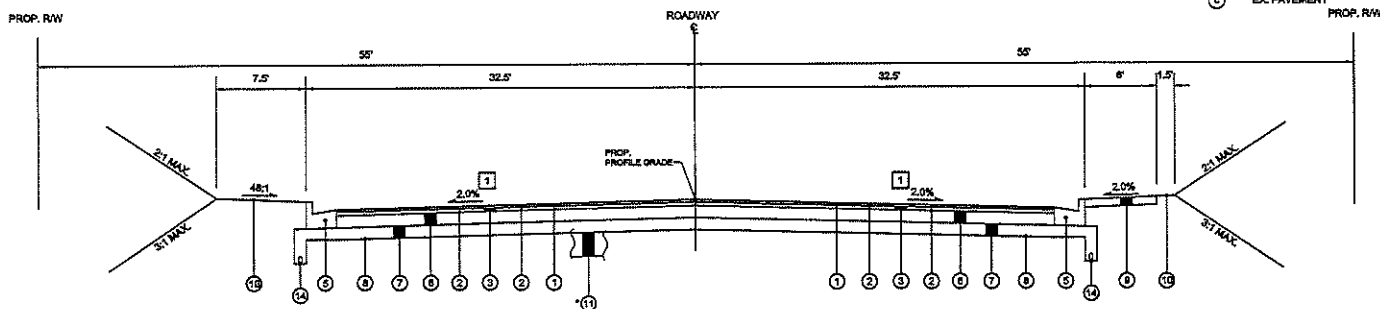
**KINGS ISLAND DRIVE
MEDIAN SECTION**

STA. 13+00.00 TO STA. 15+50.00 → 250.00 L.F.
STA. 17+07.80 TO STA. 18+10.14 → INTERSECTION

SUPERELEVATION TABLE		
STATION	LEFT LANES	RIGHT LANES
09+42.81	-2.00%	-2.00%
10+06.31	-2.00%	0.00%
10+75.81	-2.00%	2.00%
11+42.31	-4.00%	4.00%
13+84.31	-4.00%	4.00%
14+82.78	0.00%	0.00%
15+81.22	4.00%	-4.00%
18+10.14	4.00%	-4.00%

LEGEND

- ① ITEM 441 1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22
 - ② ITEM 407 TACK COAT
 - ③ ITEM 441 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)
 - ④ ITEM 609 CURB, TYPE 8
 - ⑤ ITEM 609 CURB AND GUTTER, TYPE 2
 - ⑥ ITEM 302 7" ASPHALT CONCRETE BASE, PG64-22
 - ⑦ ITEM 304 6" AGGREGATE BASE
 - ⑧ ITEM 204 SUBGRADE COMPACTION WITH PROOF ROLLING
 - ⑨ ITEM 608 4" CONCRETE WALK
 - ⑩ ITEM 659 4" TOPSOIL/SEEDING AND MULCHING
 - ⑪ ITEM 204 EXCAVATION OF SUBGRADE
 - ⑫ ITEM 204 GRANULAR MATERIAL, TYPE C
 - ⑬ ITEM 204 GEOTEXTILE FABRIC
 - ⑭ ITEM 606 6" BASE PIPE UNDERDRAIN
 - ⑮ ITEM 254 1-1/4" PAVEMENT PLANING, ASPHALT CONCRETE
 - ⑯ ITEM 452 4" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P
- ① SEE CROSS SECTIONS/SEE SUPERELEVATION TABLE
- CONTINGENCY ITEM
 - Ⓐ EX. CURB
 - Ⓞ EX. CURB & GUTTER
 - Ⓒ EX. PAVEMENT



**KINGS ISLAND DRIVE
NO MEDIAN SECTION**

STA. 9+42.81 TO STA. 10+19.88 → 78.85 L.F.
STA. 19+19.88 TO STA. 11+48.73 → INTERSECTION
STA. 11+48.73 TO STA. 13+00.00 → 151.27 L.F.
STA. 15+50.00 TO STA. 17+07.80 → 157.80 L.F.

NOTE: SEE CROSS SECTIONS
FOR EXACT TIE-IN SLOPES

DATE: 10/15/10
SEC: 4
SHEET: 18

TYPICAL SECTION



SPECIFICATIONS AND STANDARD CONSTRUCTION DRAWINGS
THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION, CONSTRUCTION AND MATERIALS SPECIFICATIONS, DATED JANUARY 1, 2019, AND THE NOTED STANDARD CONSTRUCTION DRAWINGS SHALL GOVERN THIS IMPROVEMENT.
WHENEVER THE WORD "DIRECTOR" OR "ENGINEER" OCCURS, IT IS TO MEAN THE WARREN COUNTY ENGINEER AND/OR DESIGNATED REPRESENTATIVE, LIMITED TO THE PARTICULAR DUTIES ENTRUSTED TO HIM.

PRE-CONSTRUCTION MEETING
FOLLOWING THE AWARD OF THE CONTRACT AND BEFORE STARTING ANY WORK, THE CONTRACTOR AND HIS SUPERINTENDENT, SHALL MEET WITH THE ENGINEER FOR A PRE-CONSTRUCTION MEETING. THE PURPOSE OF SUCH MEETING IS TO REVIEW THE SITE, AND ANY RESTRICTIONS AND REGULATIONS GOVERNING THE WORK.

ANY SCHEDULES, REQUESTS, PAPERS, APPROVALS, SUBMITTALS, SHOP DRAWINGS, CHANGES, ETC. AS CALLED FOR IN THE CONTRACT DOCUMENTS SHALL BE DONE AT THIS TIME UNLESS OTHERWISE DIRECTED.

PERMITS, FEES AND NOTICES
THE CONTRACTOR SHALL OBTAIN, AT HIS EXPENSE, ANY AND ALL PERMITS AND INSPECTIONS REQUIRED FOR THE PROSECUTION OF THE WORK BY LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS.

MATERIALS AND WORKMANSHIP
UNLESS OTHERWISE SPECIFIED, ALL MATERIALS SHALL BE NEW AND BOTH WORKMANSHIP AND MATERIALS SHALL BE OF THE BEST AVAILABLE AND SUFFICIENT FOR THE PURPOSE CONTEMPLATED. THE CONTRACTOR SHALL FURNISH, IF SO REQUIRED, SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF MATERIALS AND WORKMANSHIP. ALL ITEMS OF EQUIPMENT AND MATERIALS PROPOSED FOR SUBSTITUTION MUST BE APPROVED BY THE ENGINEER IN WRITING AND SHALL BE EQUAL OR BE SUPERIOR TO THE ITEMS SPECIFIED IN THE CONTRACT DOCUMENTS. IF SAID SUBSTITUTION PROPOSED BY THE CONTRACTOR FOR A SPECIFIED ITEM IS REQUIRED, A FINAL REVIEW OF THE ADJACENT SITES WILL BE MADE. ANY AREAS DAMAGED BY THE CONSTRUCTION LIMITS AS DEFINED ABOVE WILL BE REPAIRED OR REPLACED AT THE CONTRACTORS EXPENSE, IN KIND OR AS DIRECTED BY THE ENGINEER.

EXISTING UTILITIES
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM HIS WORK IN SUCH A MANNER AS NOT TO DAMAGE OR DESTROY ANY EXISTING FACILITY. IF ANY SUCH DAMAGE DOES OCCUR DUE TO THE CONTRACTORS OPERATIONS, HE SHALL REPLACE THE DAMAGED PORTION AT HIS EXPENSE AND TO THE SATISFACTION OF THE OWNER.

EXAMINATION OF THE SITE
THE CONTRACTOR SHALL CAREFULLY EXAMINE THE SITE OF THE PROPOSED WORK, THE PLANS AND SPECIFICATIONS. THE SUBMISSION OF A BID SHALL BE CONSIDERED EVIDENCE THAT THE CONTRACTOR HAS MADE SUCH EXAMINATION, AND IS SATISFIED AS TO THE CONDITIONS TO BE ENCOUNTERED IN PERFORMING THE WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

CONSTRUCTION LIMITS
THE CONTRACTOR SHALL RESTRICT ALL OF HIS ACTIVITIES, EQUIPMENT STORAGE AND STAGING TO WITHIN THE CONSTRUCTION LIMITS. UNLESS OTHERWISE IDENTIFIED IN THE PLANS OR PROPOSAL, THE ACTUAL CONSTRUCTION LIMITS ARE SHOWN ON THE PLANS OR THE EXISTING OR PROPOSED SIGN, WHICHEVER IS NEAREST. SHOULD THE CONTRACTOR WISH TO USE ANY AREA OUTSIDE THESE LIMITS, HE MUST SUBMIT HIS REQUEST IN WRITING TO THE ENGINEER. THE DOCUMENT SUBMITTED MUST MAINTAINING AGENCY SHALL REVIEW AND RECORD ALL ADJACENT SITES WITHIN THE RIGHT-OF-WAY (BOTH WITHIN AND OUTSIDE THE CONSTRUCTION LIMITS). A RECORD OF THIS REVIEW WILL BE KEPT BY THE PROJECT ENGINEER PRIOR TO FINAL ACCEPTANCE. A FINAL REVIEW OF THE ADJACENT SITES WILL BE MADE. ANY AREAS DAMAGED BY THE CONSTRUCTION LIMITS AS DEFINED ABOVE WILL BE REPAIRED OR REPLACED AT THE CONTRACTORS EXPENSE, IN KIND OR AS DIRECTED BY THE ENGINEER.

PROTECTING EXISTING UNDERGROUND UTILITIES
THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAKING, MARKING, OR OTHERWISE DESIGNATING THE LOCATIONS OF THE UNDERGROUND UTILITIES IN THE CONSTRUCTION AREAS IN SUCH A MANNER AS TO INDICATE THEIR COURSE TOGETHER WITH THE APPROXIMATE DEPTH OF WHICH THEY WERE INSTALLED. THE MARKING OR LOCATING SHALL BE COORDINATED TO STAY APPROXIMATELY TWO DAYS AHEAD OF PLANNED CONSTRUCTION. EXTREME CARE SHALL BE TAKEN IN THE VICINITY OF THE EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ISOLATE, BRACE, SUPPORT, SHEET, ETC. AND PROTECT THE EXISTING UTILITY FROM MOVING EITHER HORIZONTALLY OR VERTICALLY. IF SUCH MOVEMENT DOES OCCUR DUE TO THE CONTRACTORS OPERATIONS, THE CONTRACTOR MAY EJECT TO REMOVE AND RECONSTRUCT PORTIONS OF THE EXISTING UTILITY AT HIS OWN EXPENSE IF HE SO DESIRES. THE COST OF REPAIR SHALL BE INCURRED BY THE CONTRACTOR.

SHOULD AN UNLOCATED OR AN EXTREME VARIANCE IN LOCATION OF A UTILITY BE ENCOUNTERED DURING EXCAVATION, CONSULT THE OWNER IMMEDIATELY FOR DIRECTIONS.
DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED AND USED BY THE OWNER OR OTHERS EXCEPT WHEN PERMITTED IN WRITING BY THE ENGINEER AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY SERVICING HAS BEEN PROVIDED. COOPERATION WITH THE OWNER IN KEEPING RESPECTIVE SERVICES AND FACILITIES IN OPERATION IS ESSENTIAL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM HIS WORK IN SUCH A MANNER AS NOT TO DAMAGE OR DESTROY ANY EXISTING UTILITY. IF ANY SUCH DAMAGE DOES OCCUR DUE TO THE CONTRACTORS OPERATIONS, HE SHALL NOTIFY THE OWNER IMMEDIATELY AND REPLACE THE DAMAGED PORTION IMMEDIATELY, AND AT HIS EXPENSE.

WORK LIMITS
THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE INSTALLATION AND OPERATION OF ALL TEMPORARY TRAFFIC CONTROL AND TEMPORARY TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

WEATHER CONDITIONS
NO CONSTRUCTION SHALL BE DONE DURING STORMY, FREEZING, OR INCLEMENT WEATHER UNLESS PERMISSION IS GIVEN BY THE ENGINEER. WHENEVER WORK BEGINS DURING SUCH WEATHER, THE CONTRACTOR SHALL PROVIDE APPROVED FACILITIES, INCLUDING HEAT (IF REQUIRED), FOR THE PROTECTION OF ALL MATERIALS AND FINISHED WORK.

UNDERGROUND UTILITIES
THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN ON THE PLAN ARE AS OBTAINED FROM THE OWNER OF THE UTILITIES AS REQUIRED BY SECTION 153.84 OF THE OHIO REVISED CODE.

THE UNDERGROUND UTILITIES SHOWN ON THE PLAN HAVE BEEN LOCATED BY FIELD CHECKS AND SEARCHES OF AVAILABLE RECORDS. IT IS BELIEVED THAT THEY ARE ESSENTIALLY CORRECT, BUT THERE IS NO GUARANTEE TO THEIR ACCURACY OR COMPLETENESS.

COOPERATION WITH UTILITY COMPANIES
WHILE THE WORK OF THIS CONTRACT IS BEING PERFORMED, THE UTILITY COMPANIES MAY BE WORKING IN THE AREA ADJACENT AND RESETTING EXISTING FACILITIES. THE CONTRACTOR SHALL FULLY COOPERATE WITH UTILITY COMPANIES SO THAT THE ENTIRE WORK IS COMPLETED IN A MANNER CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. THE CONTRACTOR, UTILITIES, AND ENGINEER SHALL DISCUSS THE NECESSARY CONSTRUCTION SCHEDULES TO COMPLETE THE PROJECT AT THE PRE-CONSTRUCTION MEETING.

UTILITIES NOTIFICATION
AT LEAST TWO WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION OPERATIONS IN AN AREA WHICH MAY INVOLVE UNDERGROUND UTILITY FACILITIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER, THE REGISTERED UTILITY PROTECTION SERVICE AND THE OWNERS OF EACH UNDERGROUND UTILITY FACILITY SHOWN ON THE PLAN.

THE OWNER OF THE UNDERGROUND UTILITY SHALL, WITHIN 48 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS), MARK THE LOCATION OF THE UNDERGROUND UTILITY FACILITIES IN THE CONSTRUCTION AREA IN SUCH A MANNER AS TO INDICATE THEIR COURSE AND THE APPROXIMATE DEPTH AT WHICH THEY WERE INSTALLED. THE MARKING OR LOCATING SHALL BE COORDINATED TO STAY APPROXIMATELY TWO DAYS AHEAD OF THE PLANNED CONSTRUCTION.

DUKE ENERGY - ELECTRIC (CONSTRUCTION)
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CINCINNATI, OHIO 45207
CONTACT: TROY DITTMER
TROY.DITTMER@DUKE-ENERGY.COM

DUKE ENERGY - ELECTRIC (TRANSMISSION)
136 EAST FOURTH STREET
CINCINNATI, OHIO 45202
CONTACT: TIM MEYER
TIM.MEYER@DUKE-ENERGY.COM

DUKE ENERGY - GAS
5445 ADELO DR
CINCINNATI, OHIO 45247
OHMYHOUSEBILL@DUKE-ENERGY.COM

WARREN COUNTY WATER & SEWER
406 JUSTICE DRIVE
LEBANON, OHIO 46058
CHRIS BRAUSCH
CHRIS.BRAUSCH@CO.WARREN.OH.US
CHRIS.WOLNITZ
CHRISTOPHER.WOLNITZ@CO.WARREN.OH.US

RESTORATION
THE CONTRACTOR SHALL PROVIDE FOR PROTECTION OF THE FOLLOWING: EXISTING STREETS, DRIVEWAYS, SIDEWALKS, CURBS, GUTTERS, IN-SEEDING ARE SOONING, REMOVAL OF TREES, RESTORATION OF AGRICULTURAL LAND, THE MAINTENANCE OF THE CONSTRUCTION AREA DURING PROGRESS OF THE WORK AND THE COMPLETE RESTORATION OF THE CONSTRUCTION AREA TO ITS ORIGINAL CONDITION AT THE COMPLETION OF THE WORK. THE CONTRACTOR SHALL CONTINUOUSLY CARRY ON WITH THE FINAL RESTORATION OF THE CONSTRUCTION AREA AFTER THE BACKFILL IS COMPLETED, AND HE SHALL PROCEED TO RESTORE TO ITS ORIGINAL CONDITION ALL STREETS, DRIVEWAYS, SIDEWALKS, CURBS, GUTTERS, STRUCTURES, AND ALL AREAS THAT WERE DAMAGED, DISTURBED, OR OCCUPIED BY THE CONTRACTOR IN CONNECTION WITH ANY PHASE OF THE WORK.

PAVEMENTS, TREES, SHRUBS, FENCES, POLES, OR OTHER PROPERTY AND SURFACE STRUCTURES WHICH HAVE BEEN DAMAGED, REMOVED, OR DISTURBED BY THE CONTRACTOR, WHETHER DELIBERATELY OR THROUGH FAILURE TO CARRY OUT THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, STATE LAWS, MUNICIPAL ORDINANCES, THE SPECIFIC ORIENTATION OF THE ENGINEER, OR THROUGH FAILURE TO EMPLOY USUAL AND REASONABLE SAFEGUARDS SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.

ALL TEMPORARY SIGNS, SPRINKLER SYSTEMS, LANDSCAPING, ORNAMENTAL FENCING, ETC., LOCATED WITHIN THE PROJECT LIMITS MUST BE REPLACED OR RELOCATED UPON COMPLETION OF THE CONSTRUCTION.

COST OF THE ABOVE SHALL BE PAID FOR UNDER ITEM 201 CLEARING AND GRUBBING

MAINTENANCE OF STORM SEWER FLOWS
THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS SO AS TO MAINTAIN SEWER FLOWS AT ALL TIMES THROUGH EXISTING FACILITIES TO BE REPLACED UNTIL NEW FACILITIES ARE COMPLETED AND PLACED IN USE.

ALL NEW CONDUITS, INLETS, CATCH BASINS, AND MANHOLES CONSTRUCTED AS PART OF THE PROJECT SHALL BE FREE OF ALL FOREIGN MATTER AND IN A CLEAN CONDITION BEFORE THE PROJECT WILL BE ACCEPTED.

ALL EXISTING SEWERS SHALL BE MAINTAINED AND LEFT IN A CONDITION REASONABLY COMPARABLE TO THAT DETERMINED BY THE ORIGINAL INSPECTION. ANY CHANGE IN CONDITION RESULTING FROM THE CONTRACTORS OPERATIONS SHALL BE CORRECTED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER.

SUBGRADE STABILIZATION
A LIMIT OF 2 INCHES OF UNDERCUT AND 0007 GRANULAR BACKFILL IS SHOWN AS A CONTINGENCY. THE ACTUAL DEPTH OF UNDERCUT SHALL BE DETERMINED, IN THE FIELD, BY THE ENGINEER BASED ON PROOF ROLLING PERFORMANCE.

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DL-SOUTHERN-OHIO-OUTSIDE-PLANT@CHARTER.COM

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JACK.STOKES@VERIZON.COM
ALLAN GUEST
ALLAN.GUEST@VERIZON.COM

MAINTENANCE OF TRAFFIC, GENERAL REQUIREMENTS
THE REQUIRED WORK SHALL BE PERFORMED IN A MANNER THAT CAUSES THE LEAST INCONVENIENCE TO AND THAT PROVIDES THE MAXIMUM SAFETY FOR THE TRAVELING PUBLIC AND THE CONTRACTOR. THE REQUIREMENTS FOR MAINTAINING TRAFFIC AS INDICATED IN THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (REFERRED TO AS THE "MANUAL") CURRENT EDITION, PERTINENT ITEMS IN THE DOT SPECIFICATIONS, AND AS REQUESTED BY THE ENGINEER SHALL APPLY IN ADDITION TO THE FOLLOWING NOTES.

SHOULD ANY PAVED AREAS NOT DESIGNATED FOR MAINTAINING TRAFFIC BECOME DAMAGED OR DESTROYED DURING CONSTRUCTION DUE TO THE CONTRACTORS NEGLIGENCE OR FAILURE TO PROVIDE ADEQUATE SIGNS, BARRICADES, DRILLS, FLAGGERS OR OTHER TRAFFIC CONTROL DEVICES, THE RESTORATION OF THE PAVED AREAS SHALL BE AT THE EXPENSE OF THE CONTRACTOR AND TO THE SATISFACTION OF THE ENGINEER.

TEMPORARY PAVEMENT MARKINGS SHALL BE IN PLACE PRIOR TO A STAGE OF CONSTRUCTION BEING OPENED TO TRAFFIC.

DRUMS SHALL BE REFLECTORIZED, AND USED IN ACCORDANCE WITH ITEM #14.03 AND THE OMCUTD. DRUMS SHALL BE SPACED AT A MAXIMUM INTERVAL OF 50 FEET CENTER TO CENTER UNLESS SHOWN OTHERWISE ON THESE PLANS OR AS DIRECTED BY THE ENGINEER. DRUMS SHALL BE SPACED AT 10 FOOT INTERVALS ALONG ALL CURB RADII. THE CONTRACTOR SHALL ADJUST THE SPACING ON ALL DRUMS AS DIRECTED BY THE ENGINEER TO ALLOW ACCESS AS REQUIRED, WHILE MAINTAINING SAFETY DURING CONSTRUCTION.

THE CONTRACTOR WILL BE REQUIRED TO PROVIDE, ERECT, MAINTAIN (PROPER POSITION, KEPT CLEAN AND LEGIBLE, AND IN GOOD WORKING CONDITION), AND REMOVE LIGHTS, SIGNS, DRUMS, AND ALL OTHER TRAFFIC CONTROL DEVICES NECESSARY FOR THE MAINTENANCE OF TRAFFIC. ALL SIGNS SHALL BE REFLECTORIZED OR ILLUMINATED. PLACEMENT OF ALL TRAFFIC CONTROL DEVICES SHALL START AND PROCEED IN THE DIRECTION OF THE FLOW OF TRAFFIC. REMOVAL OF TRAFFIC CONTROL DEVICES SHALL BEGAIN AT THE END OF THE CONSTRUCTION AREA AND PROCEED TOWARD ONCOMING TRAFFIC. THE CONTRACTOR SHALL REMOVE ALL TRAFFIC CONTROL DEVICES FROM ALL NECESSARY TRAFFIC CONTROL DEVICES BEFORE BEGINNING WORK AND IMMEDIATELY REMOVE THESE DEVICES WHEN WORK IS SUSPENDED OR COMPLETE.

LENGTH AND DURATION OF LANE CLOSURES AND RESTRICTIONS SHALL BE AT THE APPROVAL OF THE ENGINEER. IT IS THE INTENT TO MINIMIZE THE IMPACT TO THE TRAVELING PUBLIC. LANE CLOSURES OR RESTRICTIONS ON SEGMENTS OF THE PROJECT IN WHICH NO WORK IS ANTICIPATED WITHIN A REASONABLE TIME FRAME, AS DETERMINED BY THE ENGINEER, SHALL NOT BE PERMITTED. THE LEVEL OF UTILIZATION OF MAINTENANCE OF TRAFFIC DEVICES SHALL BE COMMENSURATE WITH THE WORK IN PROGRESS.

THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL LOCAL DRIVERS, PRIVATE OR PUBLIC, WITHIN THE PROJECT LIMITS THROUGHOUT CONSTRUCTION.

BEFORE THE WORK BEGINS, THE CONTRACTOR WILL PROVIDE THE ENGINEER WITH THE NAMES AND TELEPHONE NUMBERS OF TWO (2) PERSONS WHO CAN BE CONTACTED 24 HOURS A DAY BY THE ENGINEER, AFFECTED SAFETY-SERVICE AGENCIES, AND ALL INTERESTED POLICE AGENCIES, TO REPAIR AND/OR REPLACE THE TRAFFIC CONTROL DEVICES AS NEEDED TO MAINTAIN THE SAFETY OF THE TRAVELED PAVEMENT.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH ITEM #14 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR EACH MAINTAINING TRAFFIC.

LOW STRENGTH MORTAR BACKFILL
WHENEVER WATER LINES, STORM LINES, SANITARY LINES, CULVERT PIPES, BOX CULVERTS, ALL UTILITY CROSSINGS AND/OR BRIDGE REPLACEMENT OR REPAIRS (INCLUDING ALIGNMENTS) CROSS PUBLIC ROADWAYS, THE BACKFILL REQUIRED WILL BE LOW STRENGTH MORTAR UNLESS OTHERWISE NOTED ON THE PLANS.

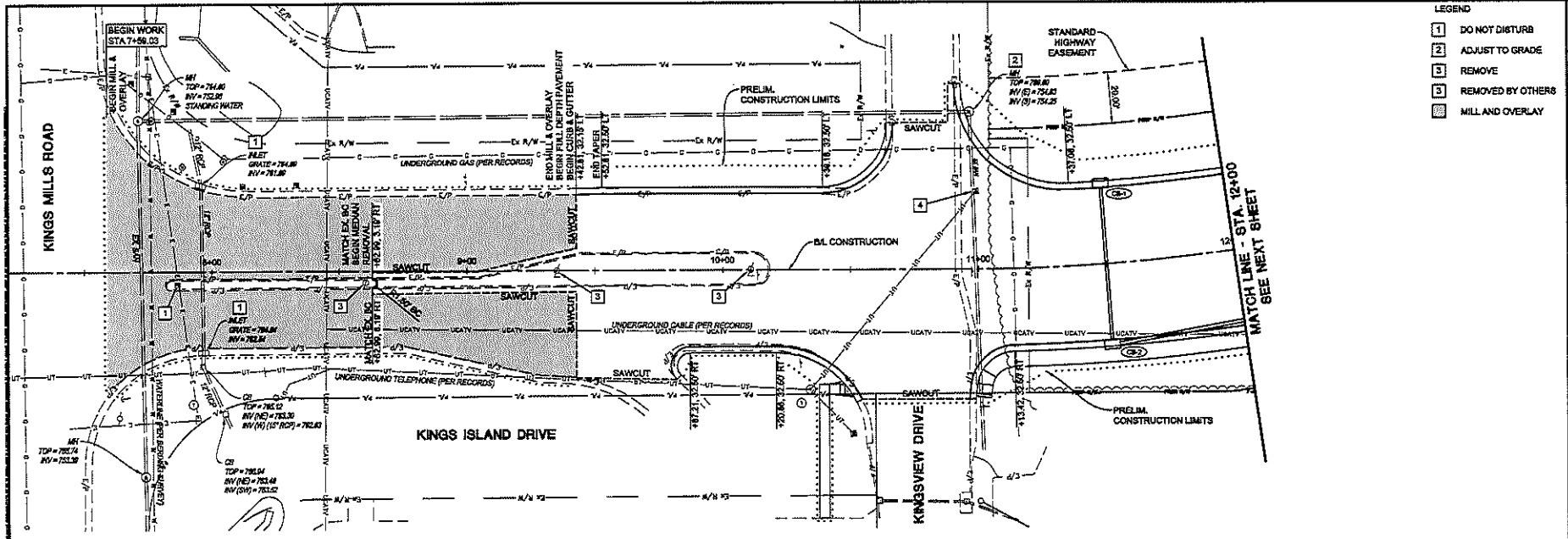
WHENEVER A CUT IN PAVEMENTS IS MADE FOR REMOVAL ITEMS, THE BACKFILL REQUIRED WILL BE LOW STRENGTH MORTAR. THE LIMITS OF THE BACKFILL SHALL BE 2' BEHIND THE CURB, AND FROM THE BASE OF THE CUT TO THE SUBGRADE.

ALL CUTS IN DRIVEWAYS SHALL BE BACKFILLED WITH LOW STRENGTH MORTAR UNLESS THE DRIVEWAY IS TO BE PERMANENTLY REMOVED. LIMITS OF BACKFILL SHALL BE THE WIDTH OF THE DRIVEWAY PLUS TWO FEET ON EACH SIDE.

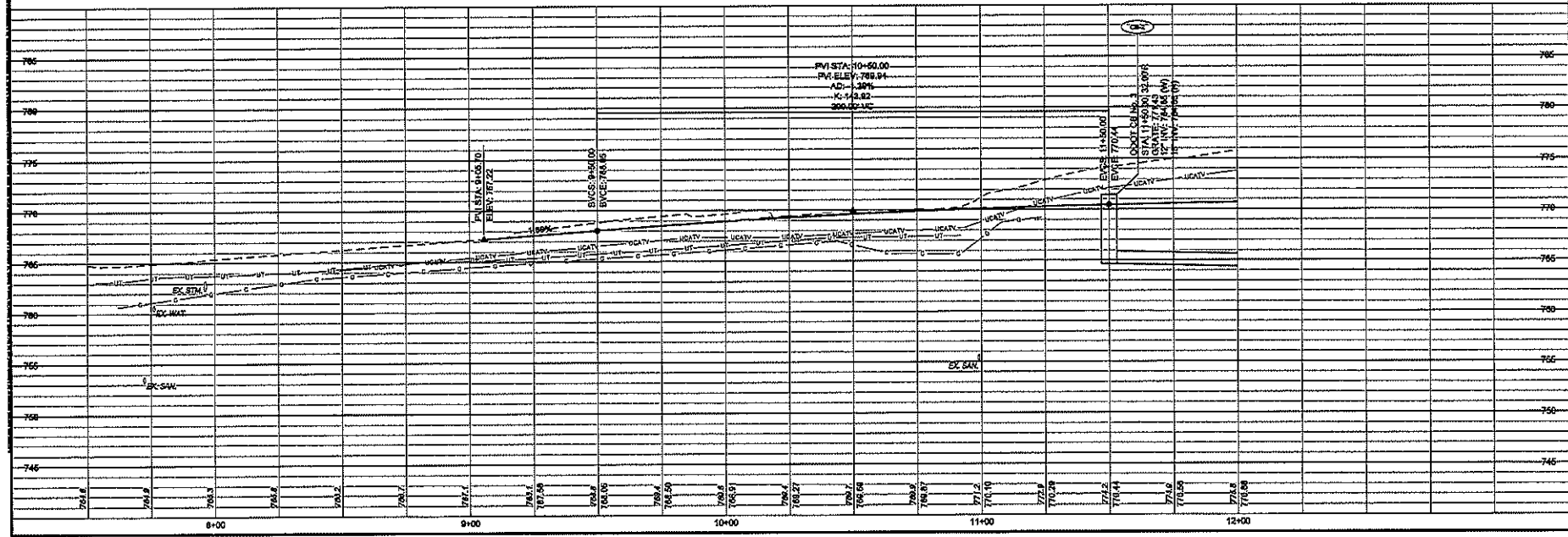
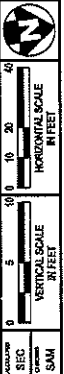
LOW STRENGTH MORTAR BACKFILL WILL BE REQUIRED FOR ANY CUT IN PUBLIC ROADWAYS WHERE THE PAVEMENT HAS TO BE REMOVED.

THIS QUANTITY IS TO BE INCLUDED IN THE UNIT PRICE FOR THE OCCURRENCES AS DESCRIBED ABOVE.

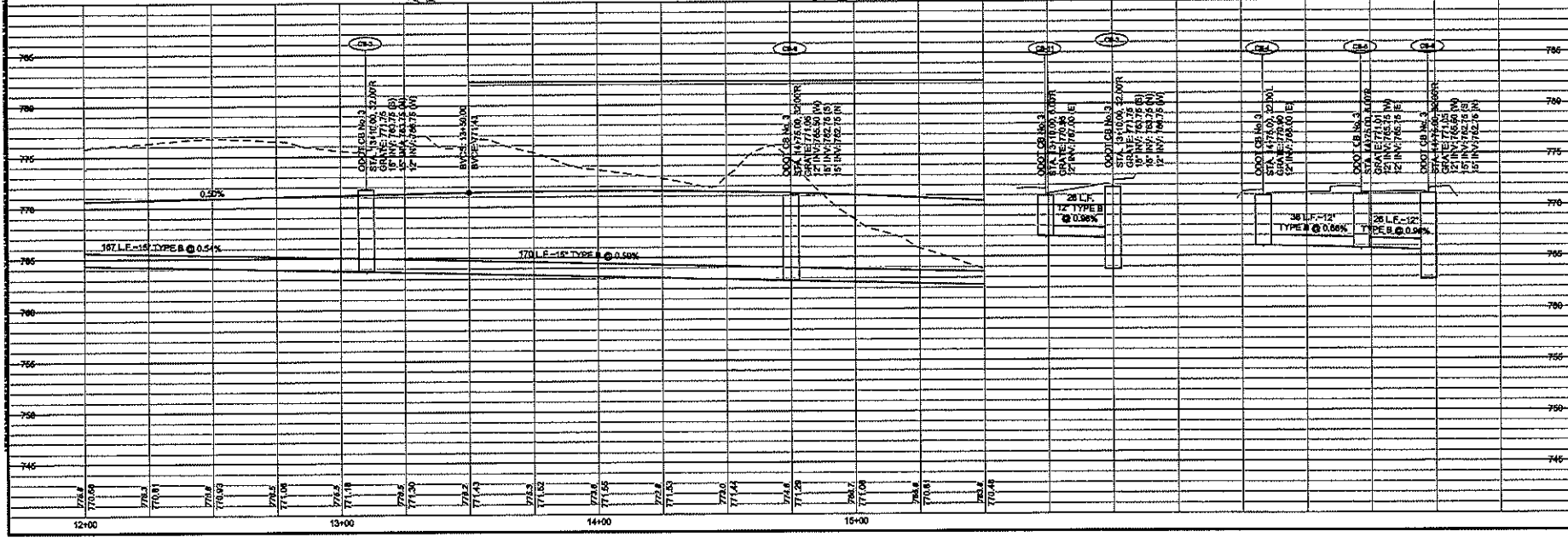
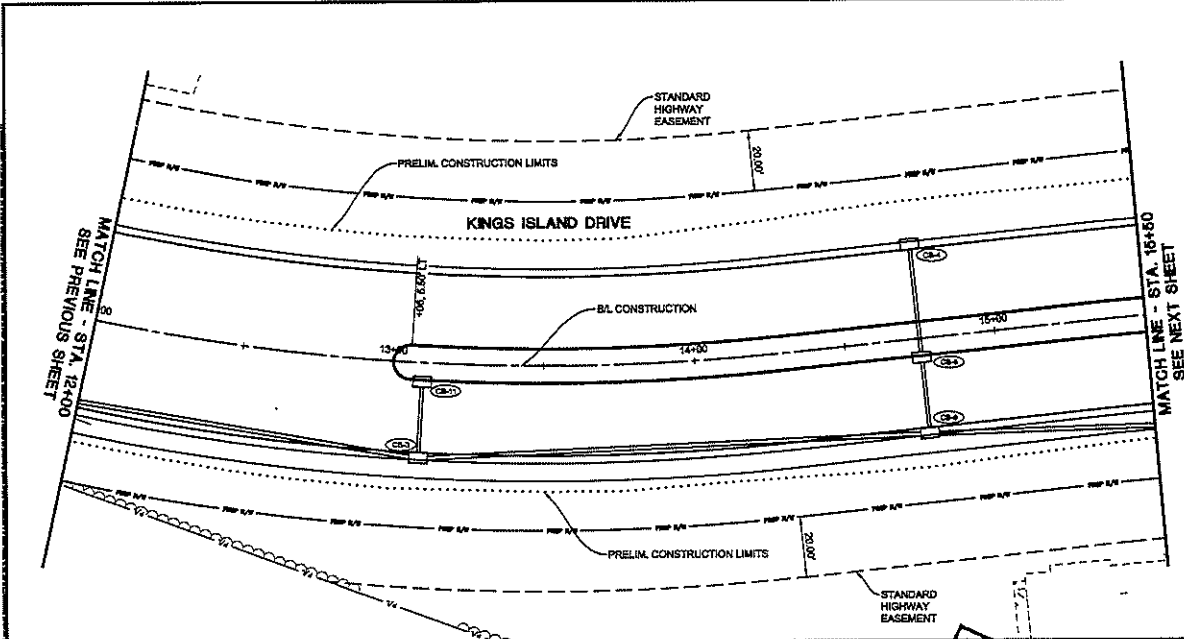
CONSTRUCTION NOTIFICATION
CONSTRUCTION NOTIFICATION THE CONTRACTOR WILL ADVISE THE PROJECT ENGINEER A MINIMUM OF FOURTEEN (14) DAYS PRIOR TO THE FOLLOWING: THE START OF CONSTRUCTION ACTIVITIES, LANE CLOSURES, AND ROAD CLOSURES. THE PROJECT ENGINEER WILL FORWARD THIS INFORMATION TO THE WARREN COUNTY PROJECT ENGINEER AND ANY OTHER LOCAL OFFICIALS RESPONSIBLE FOR PUBLIC NOTIFICATION THAT OFFICIAL WILL, IN TURN, NOTIFY THE PUBLIC, THE LOCAL EMERGENCY SERVICES, AFFECTED SCHOOLS AND BUSINESSES, AND ANY OTHER IMPACTED LOCAL PUBLIC AGENCY OF THE ABOVE MENTIONED ITEMS, VIA THE APPROPRIATE MEDIA SOURCES.



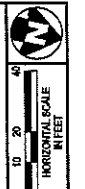
- LEGEND
- 1 DO NOT DISTURB
 - 2 ADJUST TO GRADE
 - 3 REMOVE
 - 4 REMOVED BY OTHERS
 - 5 MILL AND OVERLAY



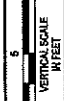
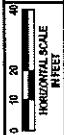
KINGS ISLAND DRIVE ROADWAY EXTENSION
PLAN & PROFILE - STA. 7+50 TO STA. 12+00



- LEGEND
- 1 DO NOT DISTURB
 - 2 ADJUST TO GRADE
 - 3 REMOVE
 - 4 REMOVED BY OTHERS
 - 5 MILL AND OVERLAY



KINGS ISLAND DRIVE ROADWAY EXTENSION
PLAN & PROFILE - STA. 12+00 TO STA. 16+00



CALCULATE
SEC
DATE
SAM

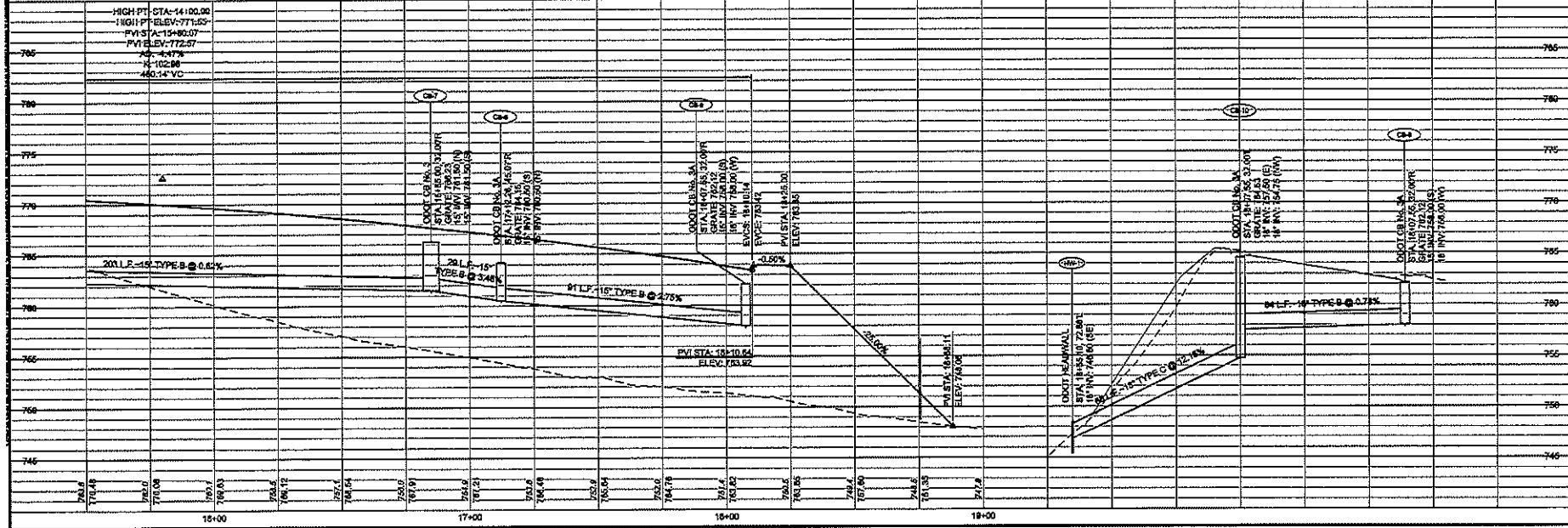
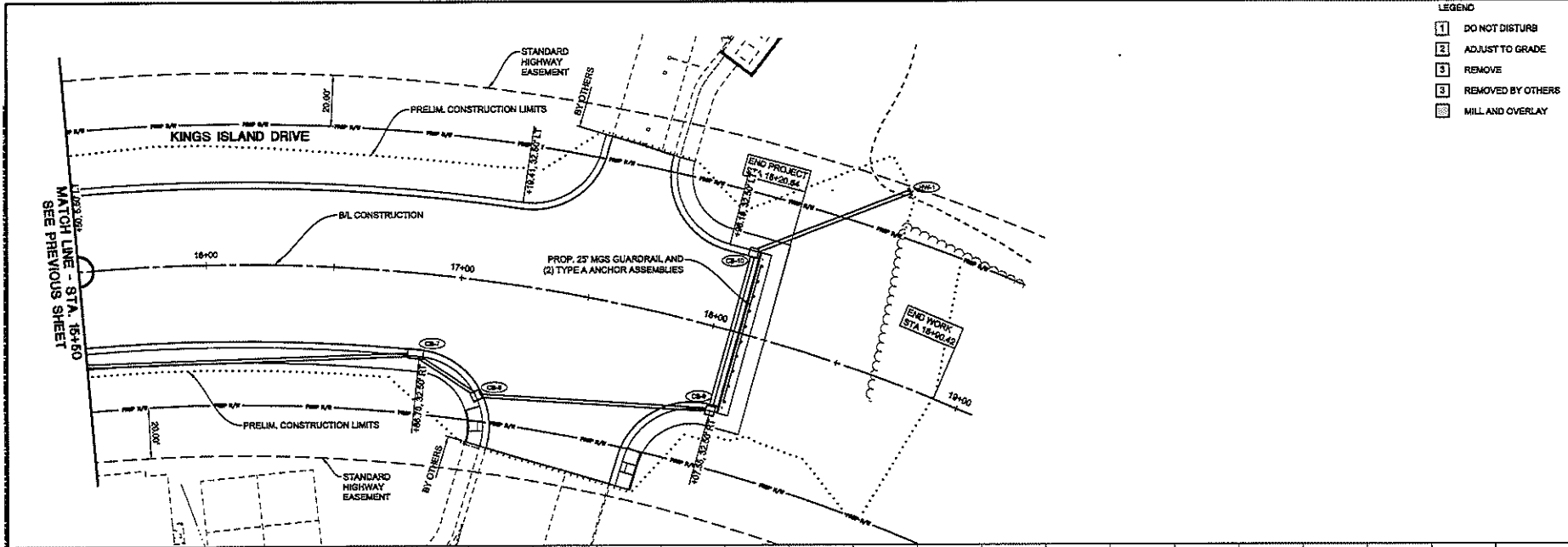
- LEGEND
- 1 DO NOT DISTURB
 - 2 ADJUST TO GRADE
 - 3 REMOVE
 - 4 REMOVED BY OTHERS
 - 5 MILL AND OVERLAY

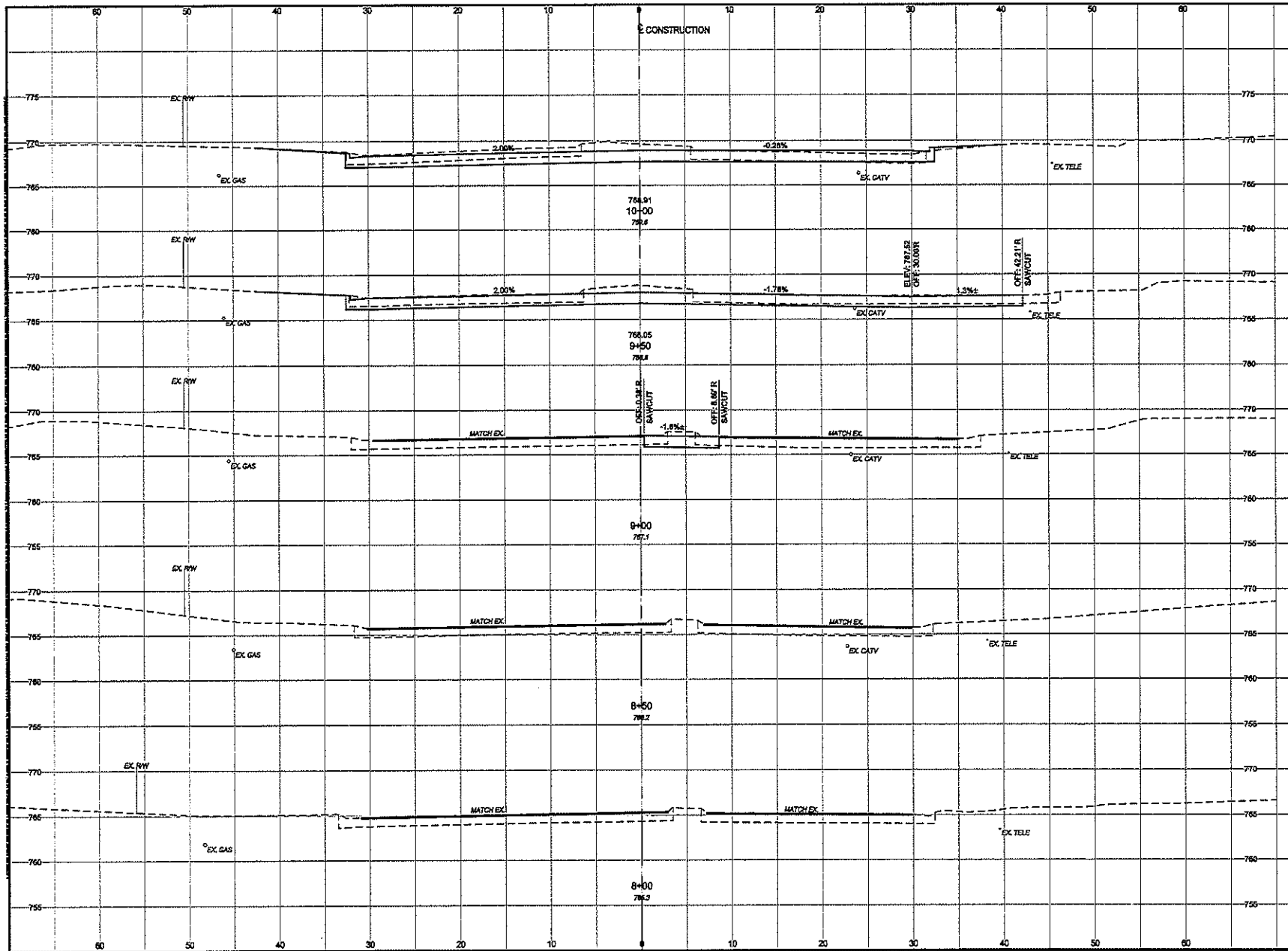
KINGS ISLAND DRIVE ROADWAY EXTENSION
PLAN & PROFILE - STA. 15+50 TO STA. 18+50



KLEINGERS
GROUP

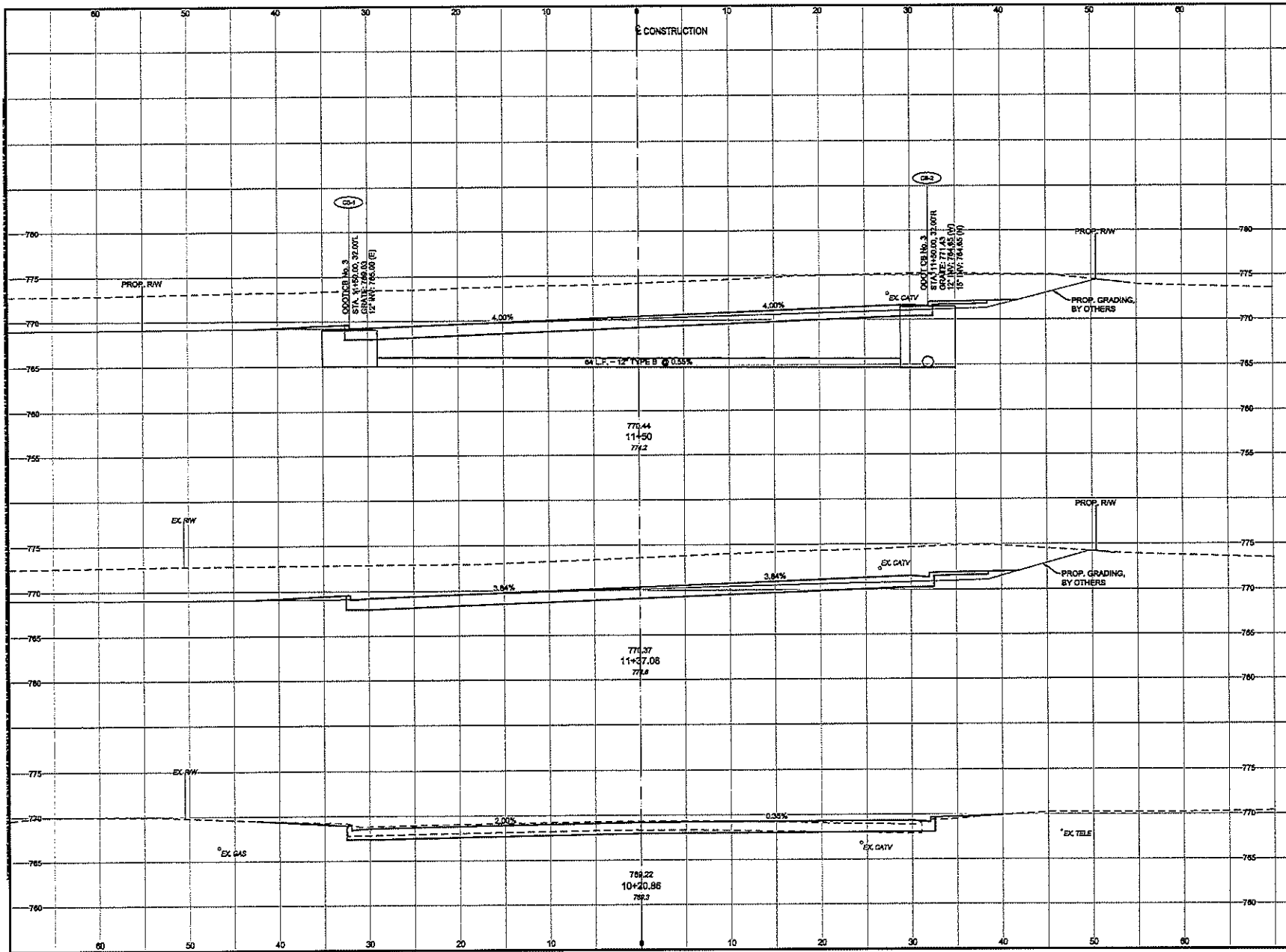
9
10





END AREA		VOLUME	
CUT	FILL	CUT	FILL
HORIZONTAL SCALE 1" = 10'			
VERTICAL SCALE 1" = 5'			
SECTION	SEC	STATION	DATE
KINGS ISLAND DRIVE ROADWAY EXTENSION CROSS SECTIONS - STA. 8+00.00 TO STA. 10+00			
SHEET TOTAL		18	





STATION	CROSS SECTION		VOLUME	
	CUT	FILL	CUT	FILL
10+20.86				
11+50				
TOTAL	---	---	---	---

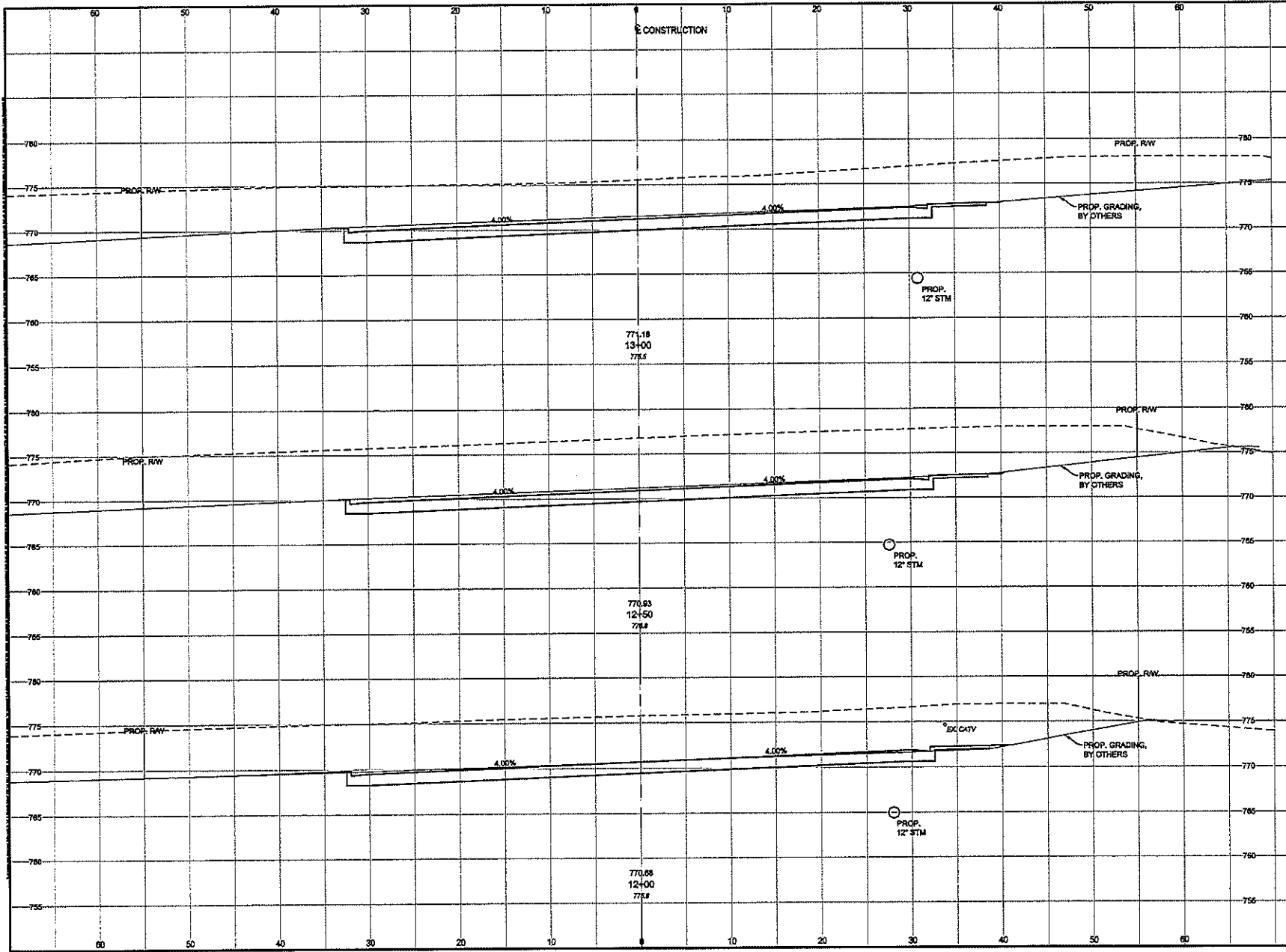
SCALE	5	10
HORIZONTAL SCALE	1" = 10'	
VERTICAL SCALE	1" = 5'	

DATE	REV	BY	CHK

KINGS ISLAND DRIVE ROADWAY EXTENSION
CROSS SECTIONS - STA. 10+20.86 TO STA. 11+50

KLEINERS GROUP

10
18



END AREA		VOLUME	
CUT	FILL	CUT	FILL
0	0	0	0

0	5	10	15	20
HORIZONTAL SCALE 1" = 20'				
0	5	10	15	20
VERTICAL SCALE 1" = 5'				

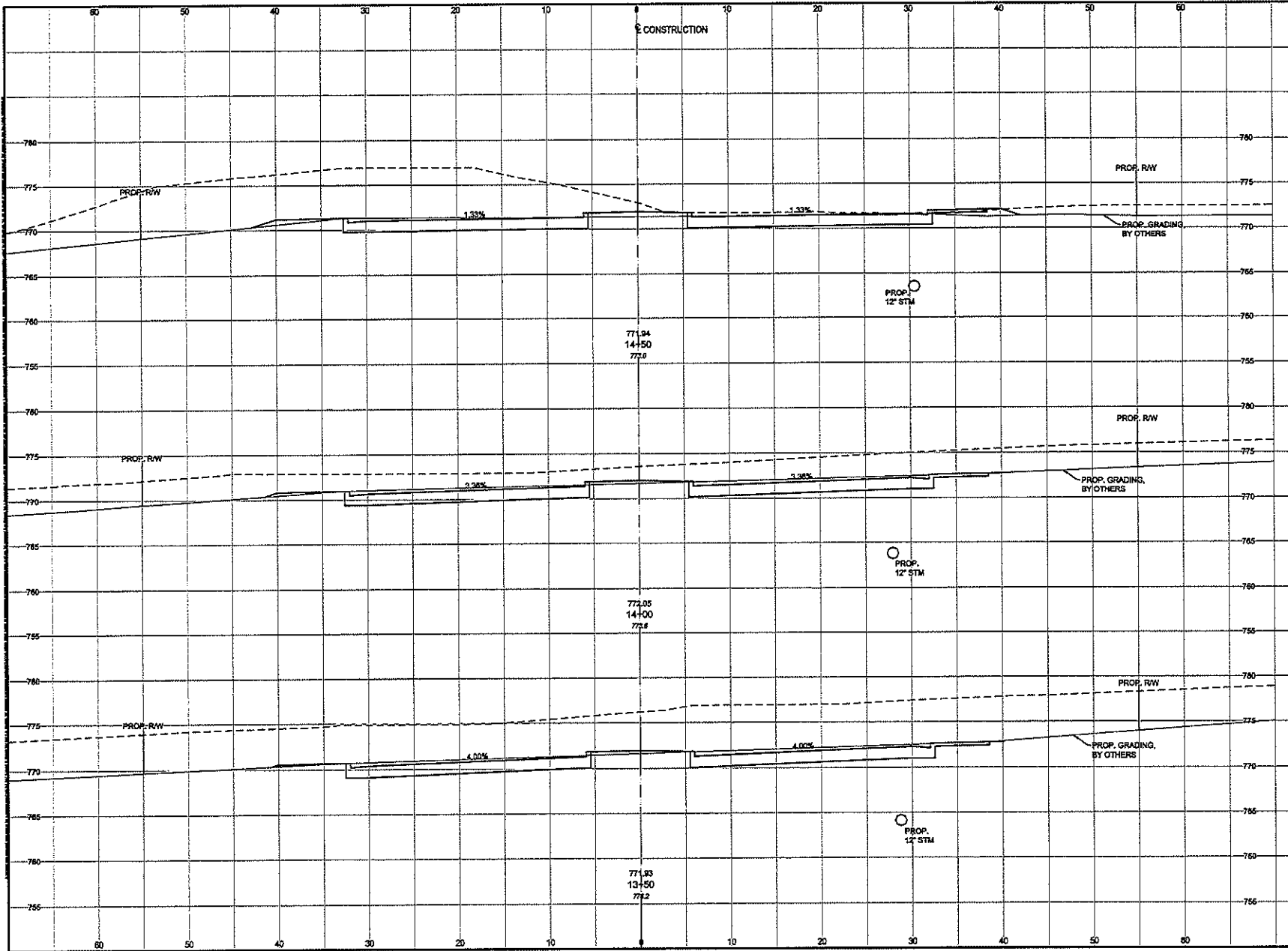
0	5	10	15	20
CROSS SECTION SEC. 13+00 SEC. 12+50 SEC. 12+00				

KINGS ISLAND DRIVE ROADWAY EXTENSION

CROSS SECTIONS - STA. 12+00 TO STA. 13+00


11	18
SHEET TOTAL	





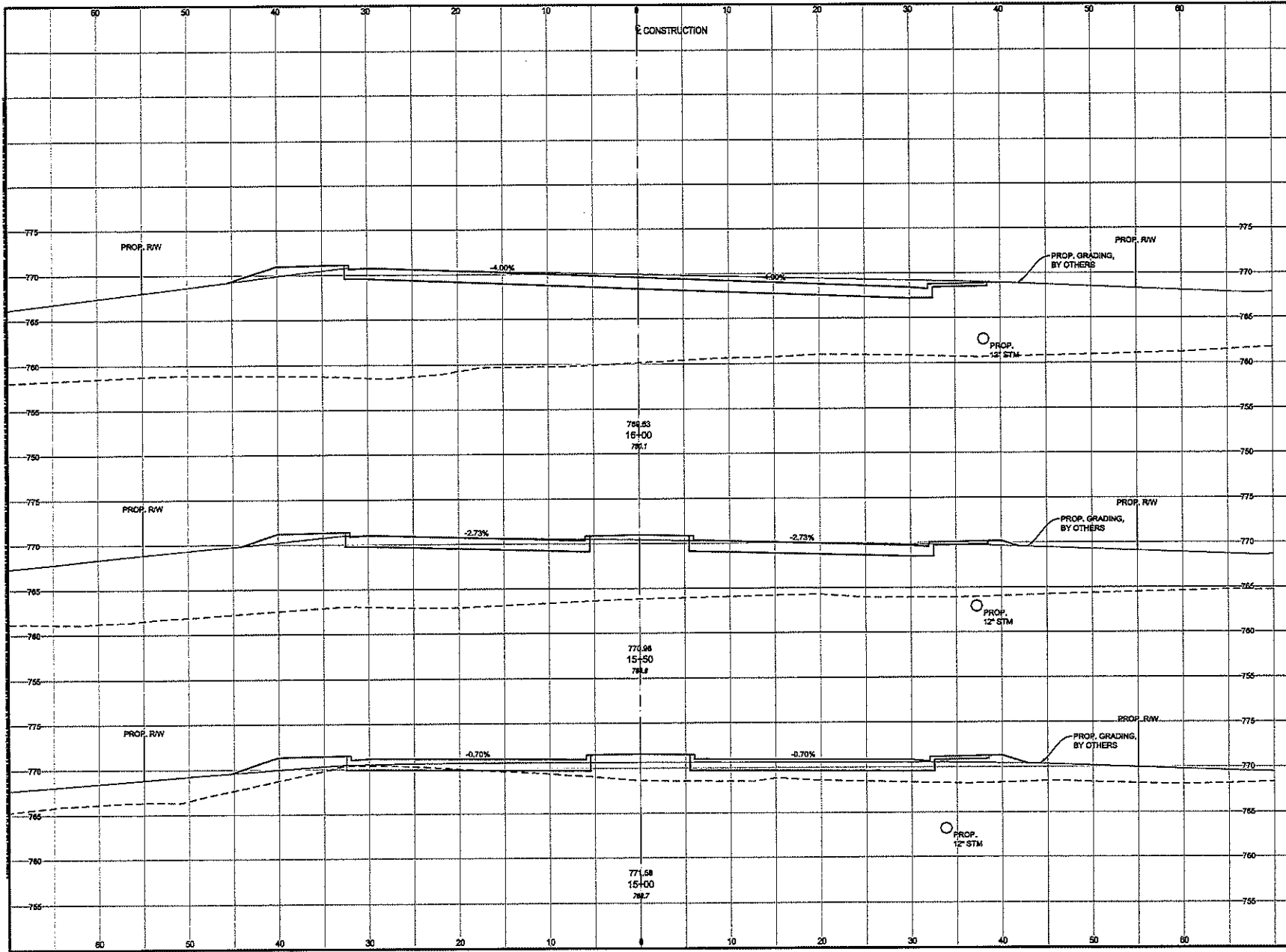
STATION	END AREA		VOLUME	
	CUT	FILL	CUT	FILL
13+50				
14+00				
14+50				
SHEET TOTAL	-	-	-	-

KINGS ISLAND DRIVE ROADWAY EXTENSION
CROSS SECTIONS - STA. 13+50 TO STA. 14+50

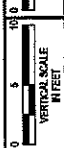


 12
 18

HORIZONTAL SCALE 1"=10'
 VERTICAL SCALE 1"=2'
 DATE: 11/10/11
 DRAWN BY: SAM



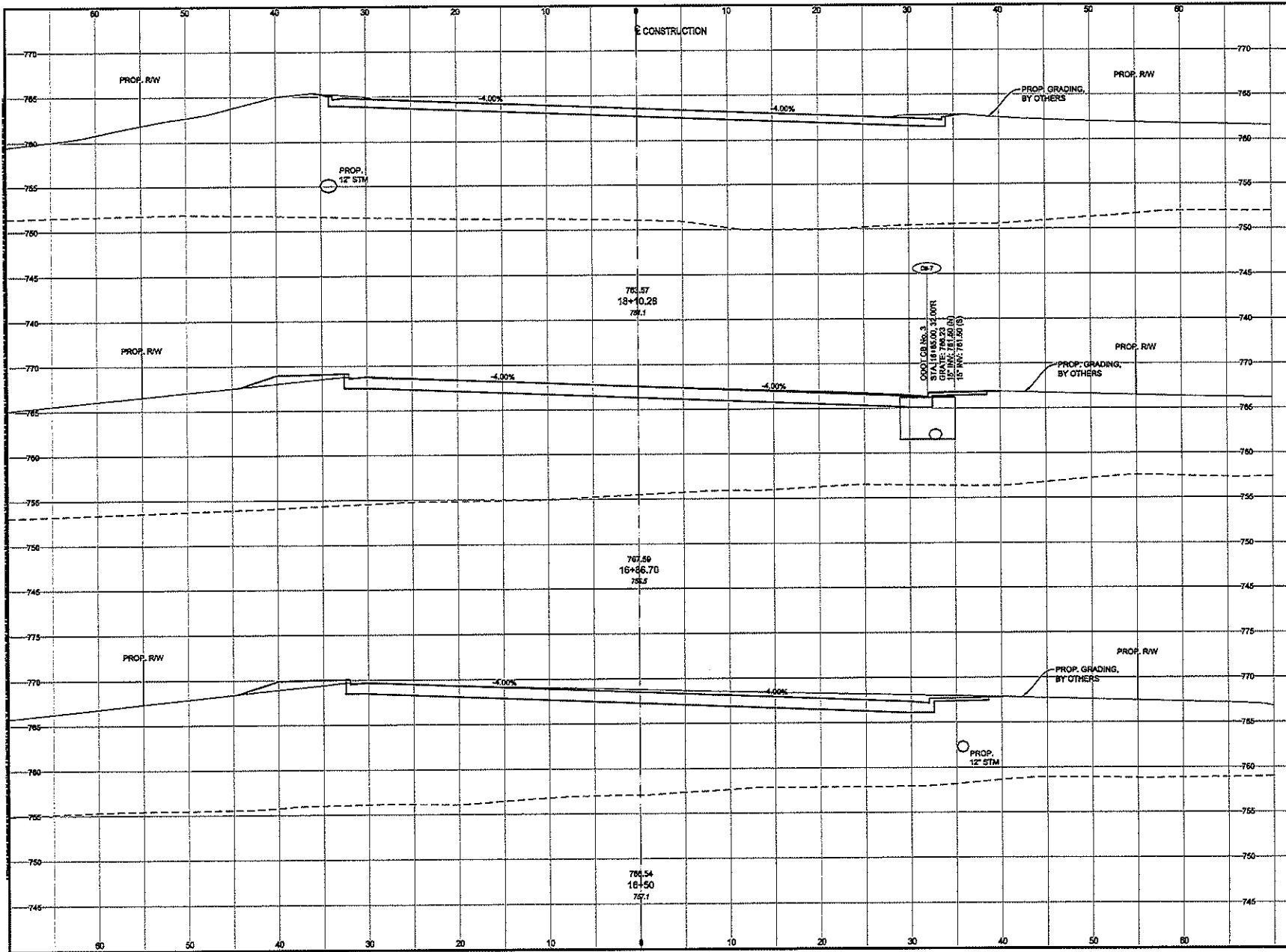
END AREA		VOLUME	
CUT	FILL	CUT	FILL



SECTION	SEC.	STATION	DATE

KINGS ISLAND DRIVE ROADWAY EXTENSION
CROSS SECTIONS - STA. 15+00 TO STA. 16+00





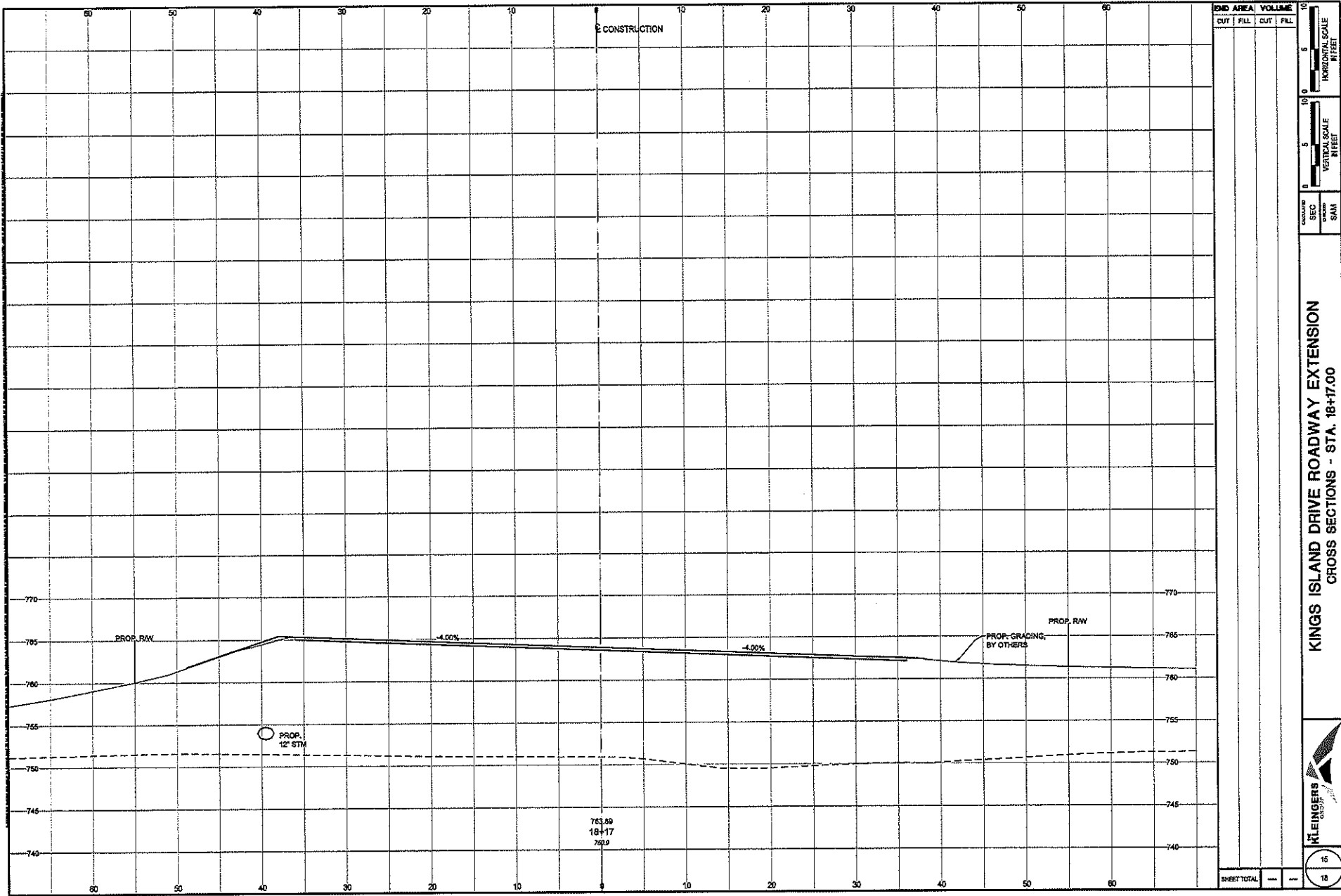
STATION	CROSS SECTION		VOLUME	
	CUT	FILL	CUT	FILL
18+10.28				
16+36.70				
16+50				
SHEET TOTAL				

KINGS ISLAND DRIVE ROADWAY EXTENSION
CROSS SECTIONS - STA. 16+50 TO STA. 18+10.28

KLEINERS GROUP

14
18

HORIZONTAL SCALE
1" = 10'
VERTICAL SCALE
1" = 5'



CUT		FILL	

AREA		VOLUME	



SCALE	SEC	DATE	SAF

**KINGS ISLAND DRIVE ROADWAY EXTENSION
CROSS SECTIONS - STA. 18+17.00**

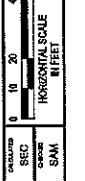


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18

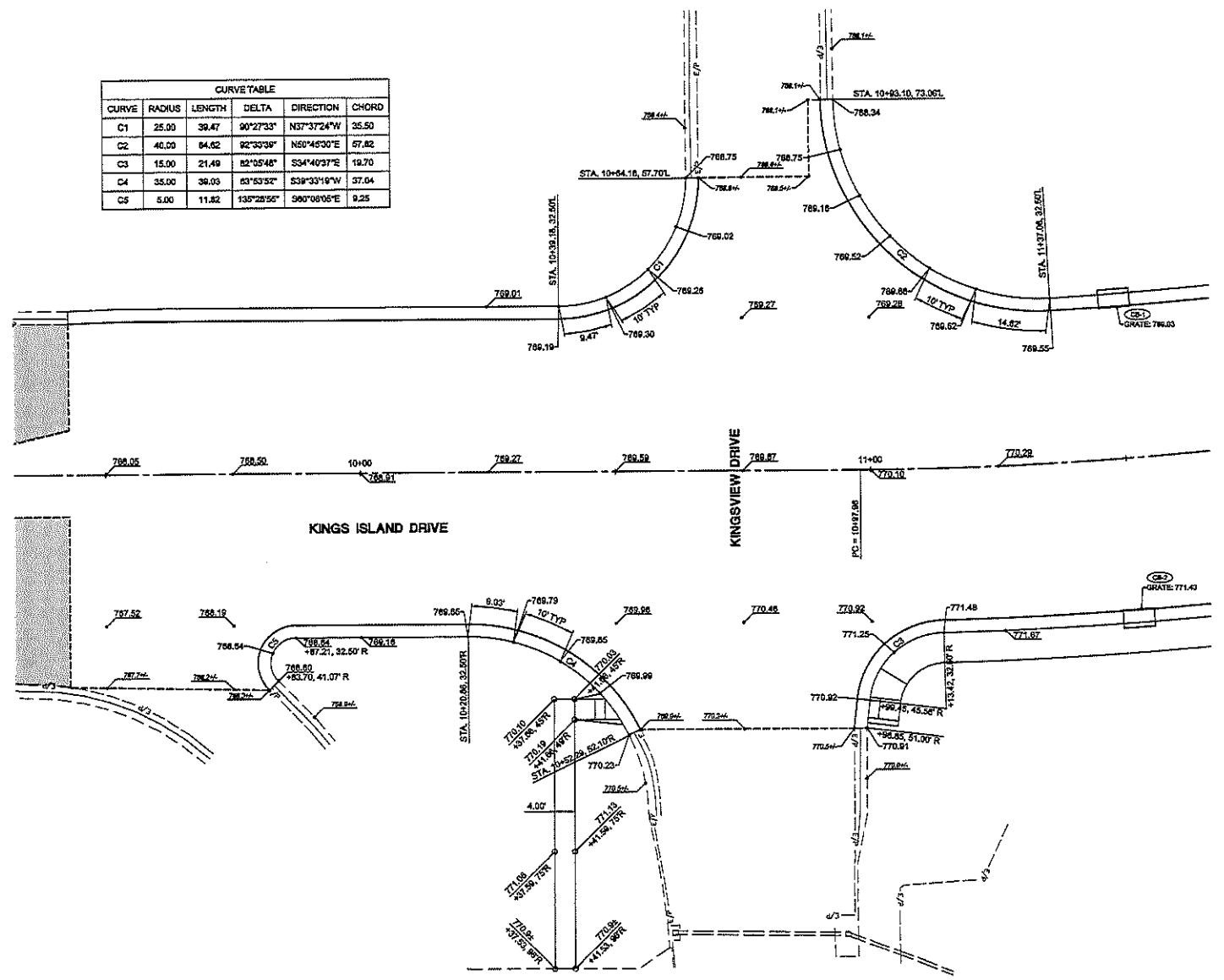
SHEET TOTAL 18

ALL ELEVATIONS AT BACK OF CURB
UNLESS NOTED OTHERWISE.

ELEVATIONS DO NOT ACCOUNT FOR
CURB DEPRESSIONS AT CURB RAMP.
ADJUST AS NECESSARY.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C1	25.00	39.47	90°27'33"	N37°37'24"W	35.50
C2	40.00	84.02	92°55'39"	N50°45'30"E	57.82
C3	15.00	21.49	82°05'48"	S54°40'37"E	19.70
C4	35.00	36.03	83°53'32"	S38°33'19"W	37.04
C5	5.00	11.82	135°28'52"	S90°08'05"E	9.25



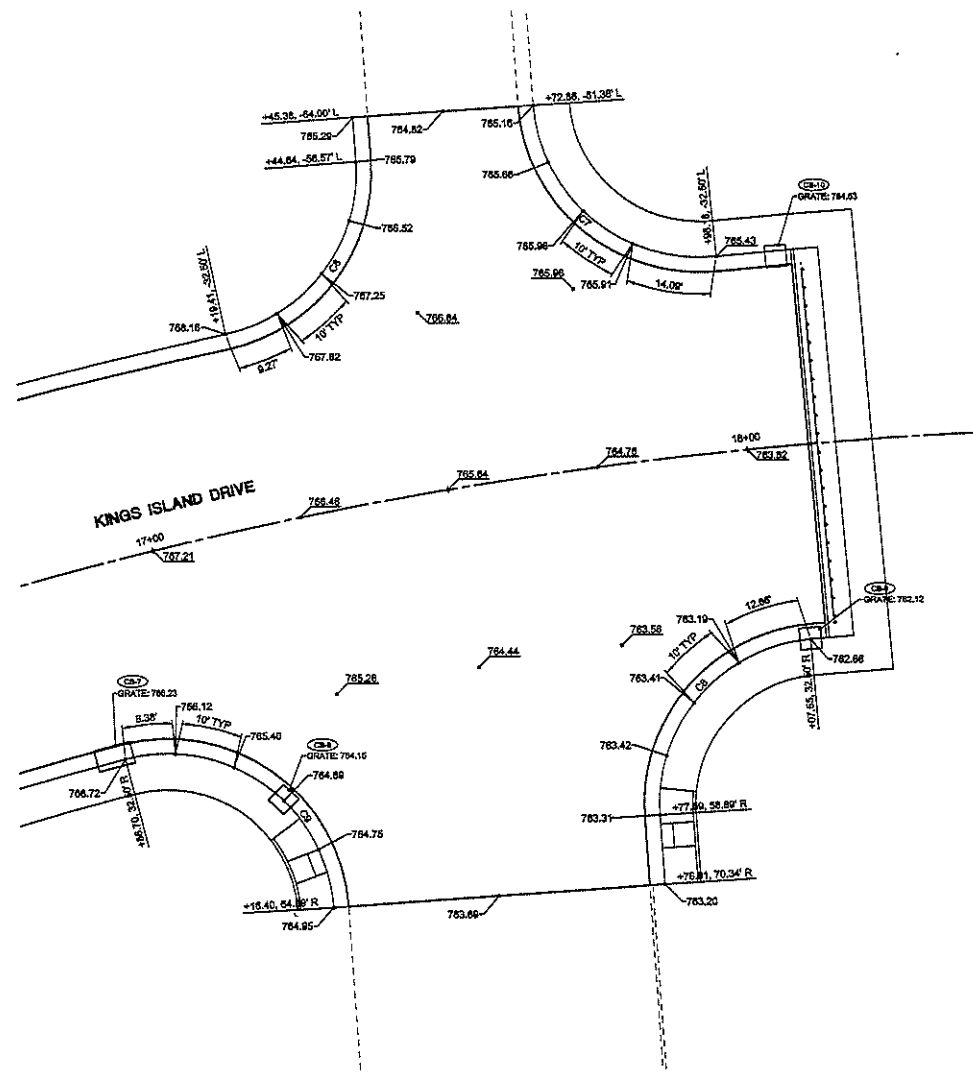
KINGS ISLAND DRIVE ROADWAY EXTENSION
INTERSECTION DETAILS



ALL ELEVATIONS AT BACK OF CURB UNLESS NOTED OTHERWISE.

ELEVATIONS DO NOT ACCOUNT FOR CURB DEPRESSIONS AT CURB RAMPS. ADJUST AS NECESSARY.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C6	27.50	36.27	61°48'39"	N45°09'42"W	38.02
C7	27.50	44.09	91°52'10"	N47°59'24"E	36.62
C8	27.50	42.68	88°52'50"	S41°38'06"E	38.51
C9	27.50	48.38	100°47'28"	S43°31'46"W	42.38





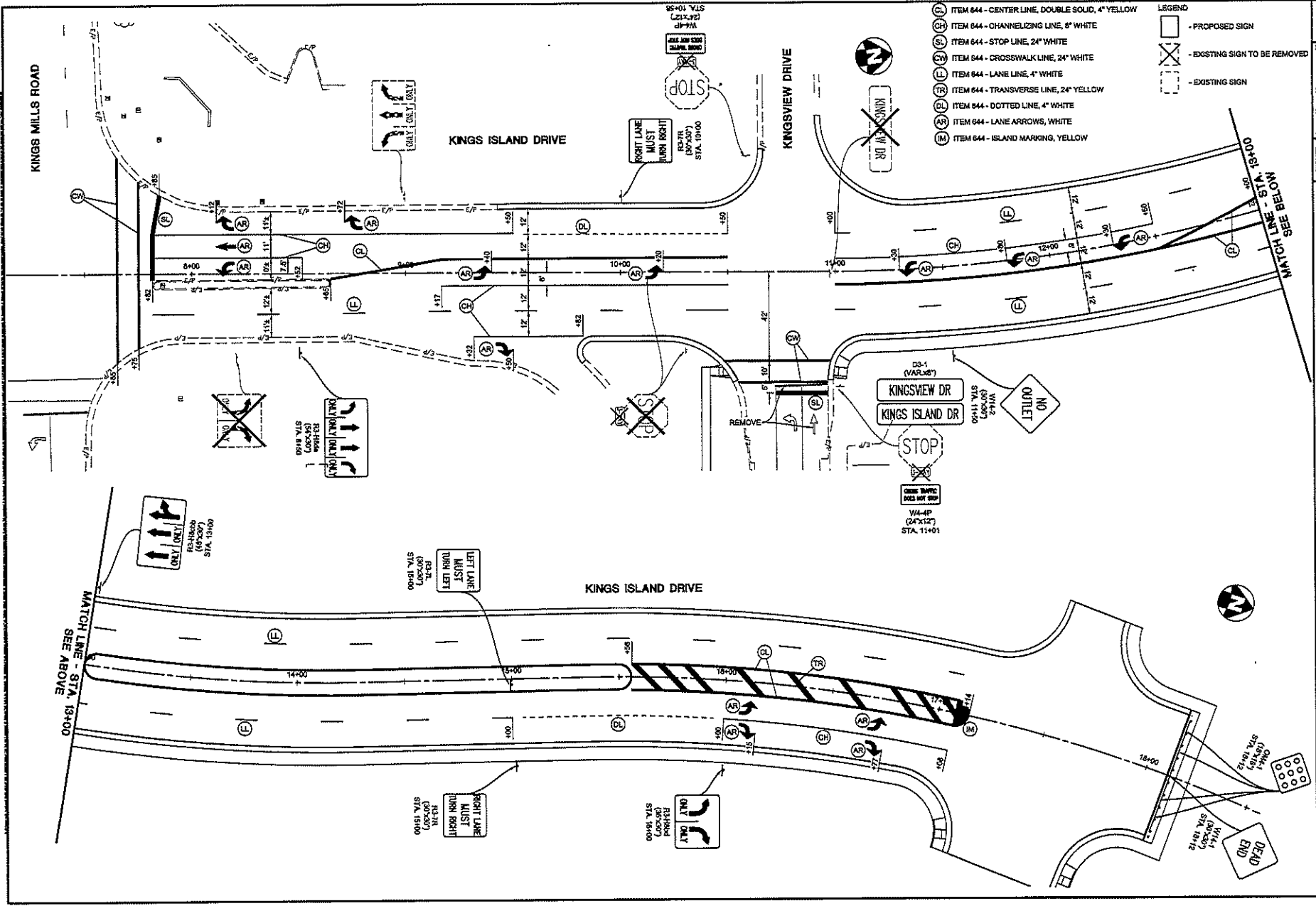
0 10 20
HORIZONTAL SCALE
KI FEET

PROPOSED
SEC
SECTION
DATE

KINGS ISLAND DRIVE ROADWAY EXTENSION INTERSECTION DETAILS



17
18



- (BL) ITEM 644 - CENTER LINE, DOUBLE SOLID, 4" YELLOW
- (BR) ITEM 644 - CHANNELIZING LINE, 8" WHITE
- (E) ITEM 644 - STOP LINE, 24" WHITE
- (EL) ITEM 644 - CROSSWALK LINE, 24" WHITE
- (ER) ITEM 644 - LANE LINE, 4" WHITE
- (ET) ITEM 644 - TRANSVERSE LINE, 24" YELLOW
- (EY) ITEM 644 - DOTTED LINE, 4" WHITE
- (L) ITEM 644 - LANE ARROWS, WHITE
- (M) ITEM 644 - ISLAND MARKING, YELLOW

LEGEND

[Symbol] - PROPOSED SIGN

[Symbol] - EXISTING SIGN TO BE REMOVED

[Symbol] - EXISTING SIGN

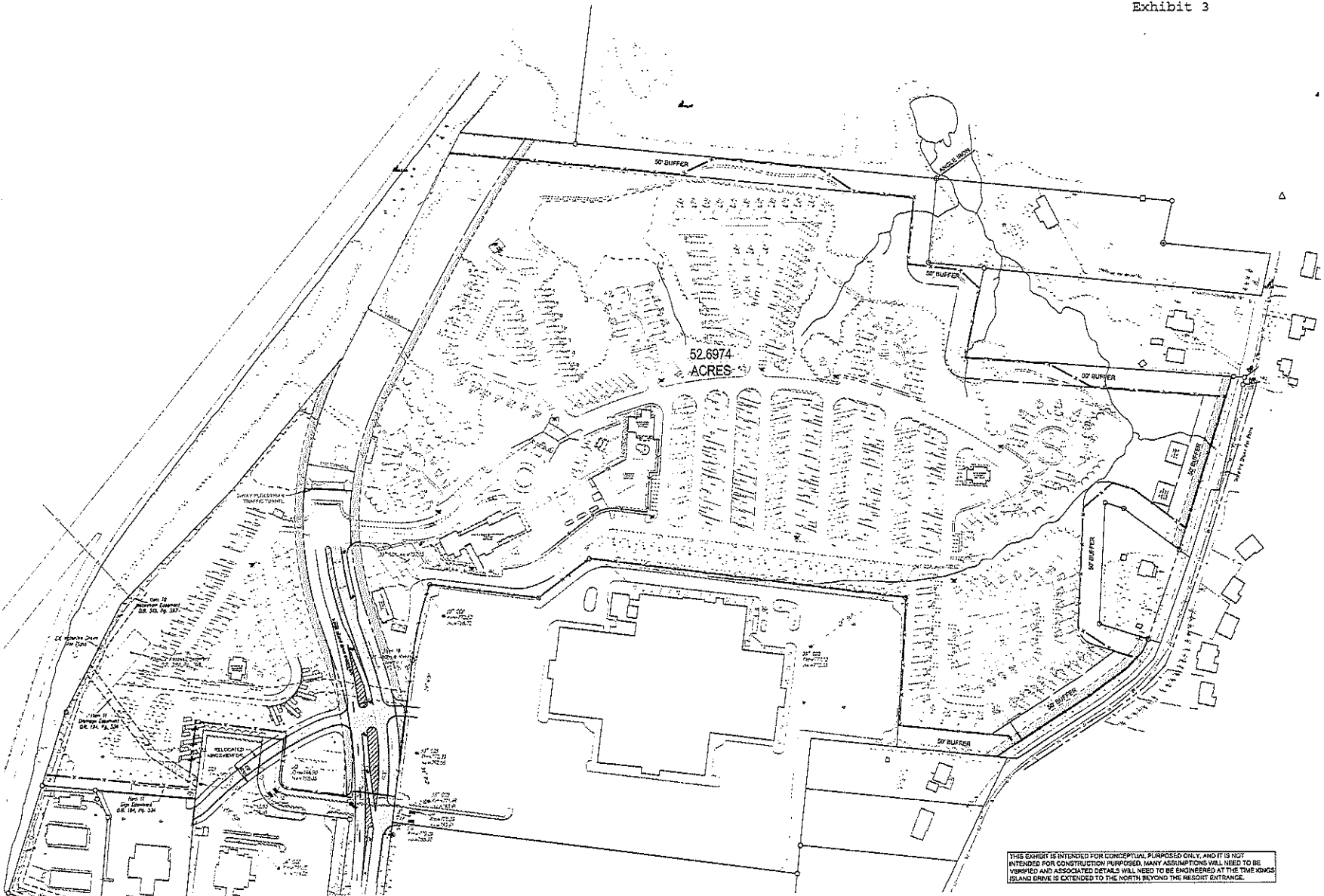
SCALE	1" = 20'
SECTION	15
DATE	11/20/12
BY	SAAT

**KINGS ISLAND DRIVE ROADWAY EXTENSION
TRAFFIC CONTROL PLAN**

KLINGERS
CORPORATION

15

15



THIS EXHIBIT IS INTENDED FOR CONCEPTUAL PURPOSES ONLY, AND IT IS NOT INTENDED FOR CONSTRUCTION PURPOSES. MANY ASSUMPTIONS WILL NEED TO BE VERIFIED AND ASSOCIATED DETAILS WILL NEED TO BE ENGINEERED AT THE TIME KINGS ISLAND DRIVE IS EXTENDED TO THE NORTH BEYOND THE RESORT ENTRANCE.

- LEGEND**
- 20' HIGHWAY EASEMENTS
 - FUTURE ADJACENT PARCELS ISLAND DRIVE EXTENSION
 - SLOPE EASEMENTS FOR KINGS ISLAND DRIVE EXTENSION



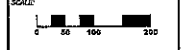
THE KLEINGERS GROUP
 CIVIL ENGINEERING www.kleingers.com
 SURVEYING 4214 Quaker Run Dr
 LANDSCAPE WEST Chester, OH 45385
 ARCHITECTURE 514.774.7531

Exhibit 3

NO.	DATE	DESCRIPTION
1		PRELIMINARY SUBMISSION
2		FINAL MASS EXCAVATION AND UTILITIES

KINGS MILLS RESORT
 STAGE - 2 FINAL PUD PLAN
 WARREN COUNTY
 DEERFIELD TOWNSHIP, OH

PROJECT NO: 170871-003
 DATE: 08/16/2019



SHEET NO:

COUNTY EXHIBIT

SHEET NO
1 OF 1

Affidavit relating to title
[R.C. §5301.252]

STATE OF OHIO, COUNTY OF WARREN, ss:

Now comes, RICHARD A. HAGLAGE and upon being duly cautioned and sworn, does hereby state the following based on personal knowledge:

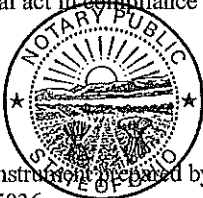
- 1) I am of majority age, and competent to testify to the facts herein.
- 2) My title is AUTHORIZED MEMBER of Kings/71, LLC, an Ohio limited liability company.
- 3) By virtue of a limited warranty deed recorded in O.R. Vol. 2852, Page 530, in the Warren County, Ohio Recorder's Office, Kings/71, LLC, an Ohio limited liability company (aka Kings/71, an Ohio limited liability company) is the title owner of a 52.718 acre parcel of real estate located in Deerfield Township, Warren County, Ohio, identified as Parcel # 16-18-276-003, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.
- 4) Kings/71, LLC entered into an agreement with the Board of Warren County Commissioners captioned the Kings Mills Resort Access Agreement, a copy of which is attached hereto as Exhibit "B" and made a part hereof.
- 5) Pursuant to R.C. § 5301.252 (B)(3), this affidavit is made for the purpose of attesting that the attached agreement contains certain present and future conditions of Kings/71, LLC, and its successor and assigns, and of Warren County, and further the attached agreement creates an estate or interest in a part of the real estate described in Exhibit A.
- 6) This Affidavit shall serve as public notice to memorialize the foregoing.

KINGS/71 LLC, AFFIANT:

SIGNATURE: [Signature]
PRINTED NAME: RICHARD A. HAGLAGE
TITLE: AUTHORIZED MEMBER
DATE: 4-9-21

Sworn to and subscribed before me, on this 9th of April, 2021, the subscriber herein, a Notary Public, in and for said State, by the person known or proven to me to be Richard A. Haglage, whose title is Authorized Member of Kings/71, LLC, an Ohio limited liability company, and acknowledged the signing of the foregoing affidavit to be of his own free and voluntary act and deed in accordance with the authority granted to him by said company. The oath or affirmation was administered to the signer by the undersigned with regard to the notarial act in compliance with R.C. 147.542 (D)(2).

[seal]



DENISE A. HARDY
Notary Public, State of Ohio
My Commission Expires
July 8, 2021
Recorded in Warren County

Notary Public: [Signature]
My commission expires: July 8 2021

This instrument was filed by: Bruce A. McGary, Asst. Prosecutor, 520 Justice Dr., 2nd Fl., Lebanon, OH 45036.

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

Resolution

Number 21-0539

Adopted Date April 20, 2021

**RESOLUTION AFFIRMING THE BOARD OF COMMISSIONERS SUPPORT OF THE
CONSTITUTIONS OF THE UNITED STATES AND THE STATE OF OHIO, THE BILL OF
RIGHTS AND ALL OTHER AMENDMENTS THERETO**

WHEREAS, Article 15, Section 7 of the Ohio constitution states "Every person chosen or appointed to any office under this State, before entering upon the discharge of its duties, shall take an oath or affirmation, to support the Constitution of the United States, and of this State, and also an oath of office"; and

WHEREAS, in accordance with Section 3.23 of the Ohio Revised Code, the members of this Board have taken an oath to support the Constitution of the United States and the Constitution of Ohio, and this Board of Commissioners from time-to-time desires to affirm that each member will support the Constitutions of the United States and Ohio, the Bill of Rights and all other amendments thereto; and

WHEREAS, legislation may be introduced in the Ohio State Legislature, and/or in the United States Congress that could have the effect of infringing on the rights of law-abiding citizens guaranteed by Constitutions of the United States and Ohio, the Bill of Rights and all other amendments thereto; and

WHEREAS, this Board is concerned about the passage of any bill containing language which would be interpreted as infringing on the Constitutions of the United States and Ohio, the Bill of Rights and all other amendments thereto, such that this Board wishes to express their opposition to such legislation that would unconstitutionally restrict the rights and protections of the citizens of Warren County under the Constitutions of the United States and Ohio, the Bill of Rights and all other amendments thereto.


NOW THEREFORE BE IT RESOLVED, that this Board affirms its support of the Constitutions of the United States and Ohio, the Bill of Rights and all other amendments thereto, and would oppose any law that would abridge the rights and protections of Warren County citizens thereunder.

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

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

Resolution adopted this 20th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file