

Resolution

Number 18-0385

Adopted Date March 20, 2018

HIRE JENNIFER FRANCIS AS AN UNIT SUPPORT WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

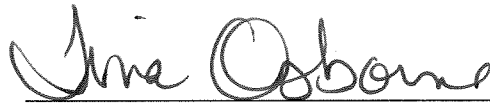
BE IT RESOLVED, to hire Jennifer Francis, as an Unit Support Worker II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 2, \$12.43 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective March 26, 2018, subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Jennifer Francis' Personnel file
OMB – Sue Spencer

Resolution

Number 18-0386

Adopted Date March 20, 2018

ACCEPT RESIGNATION OF KAYLA LALOR, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MARCH 28, 2018

BE IT RESOLVED, to accept the resignation of Kayla Lalor, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective March 28, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
Kayla Lalor's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 18-0387

Adopted Date March 20, 2018

AUTHORIZE THE POSTING OF THE "PROTECTIVE SERVICES CASEWORKER I OR II" POSITIONS, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Protective Services Caseworker I or II" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 21, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (file)
S. Spencer - OMB

Resolution

Number 18-0388

Adopted Date March 20, 2018

APPROVE RECLASSIFICATION OF KIANA HAWK, ADMINISTRATIVE SUPPORT, TO THE POSITION OF ADMINISTRATIVE ASSISTANT WITHIN WARREN COUNTY COMMISSIONERS' OFFICE

WHEREAS, the Clerk has indicated that Ms. Hawk performs the essential functions of an Administrative Assistant and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Kiana Hawk from the position of Administrative Support to Administrative Assistant, within Warren County Commissioners' Office, non-exempt, pay range #13, \$15.25 per hour, effective pay period beginning June 9, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file
K. Hawk's Personnel file
OMB-Sue Spencer

Resolution

Number 18-0389

Adopted Date March 20, 2018

APPROVE PAY INCREASE FOR TIFFANY MILLER, HUMAN RESOURCES SPECIALIST,
WITHIN THE OFFICE OF MANAGEMENT AND BUDGET

WHEREAS, the Deputy County Administrator has requested a pay increase for Ms. Miller due to Ms. Miller's work with the coordination of the new time clock system and payroll processes for all departments; and

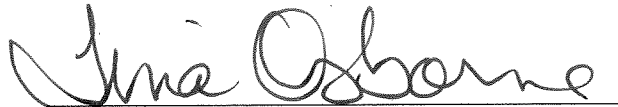
NOW THEREFORE BE IT RESOLVED, to approve pay increase for Tiffany Miller, Human Resources Specialist, within in the Office of Management and Budget, to \$20.10, hourly, effective pay period beginning June 9, 2018.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB (file)
Tiffany Miller's Personnel file
OMB – Sue Spencer

Resolution

Number 18-0390

Adopted Date March 20, 2018

APPROVE PAY INCREASE FOR TAMMY WHITAKER, BENEFITS AND RISK MANAGER, WITHIN THE OFFICE OF MANAGEMENT AND BUDGET

WHEREAS, the Deputy County Administrator has requested a pay increase due to Ms. Whitaker taking on additional duties with the recent restructuring of office duties; and

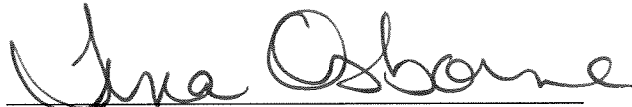
NOW THEREFORE BE IT RESOLVED, to approve pay increase for Tammy Whitaker, Benefits and Risk Manager, within the Office of Management and Budget, to \$2,520.96 bi-weekly, effective pay period beginning June 9, 2018.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB (file)
Tammy Whitaker's Personnel file
OMB – Sue Spencer

Resolution

Number 18-0391

Adopted Date March 20, 2018

APPROVE PAY INCREASE FOR SUSAN SPENCER, HUMAN RESOURCES MANAGER,
WITHIN THE OFFICE OF MANAGEMENT AND BUDGET

WHEREAS, the Deputy County Administrator has requested a pay increase due to Ms. Spencer taking on additional duties with the recent restructuring of office duties; and

NOW THEREFORE BE IT RESOLVED, to approve pay increase for Susan Spencer, Human Resources Manager, within in the Office of Management and Budget, to \$2,400.92 bi-weekly, effective pay period beginning June 9, 2018.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB (file)
Susan Spencer's Personnel file
OMB – Sue Spencer

Resolution

Number 18-0392

Adopted Date March 20, 2018

APPROVE PAY INCREASE FOR TINA OSBORNE, CLERK OF COMMISSIONERS,
WITHIN THE COMMISSIONERS' OFFICE

WHEREAS, the County Administrator has requested a pay increase due to Ms. Osborne taking on additional duties with the recent restructuring of office duties; and

NOW THEREFORE BE IT RESOLVED, to approve pay increase for Tina Osborne, Clerk of Commissioners, within the Commissioners' Office, to \$2,807.35 bi-weekly, effective pay period beginning June 9, 2018.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file
Tina Osborne's Personnel file
OMB – Sue Spencer

Resolution

Number 18-0393

Adopted Date March 20, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF THURSDAY, MARCH 22, 2018 AND TUESDAY, MARCH 27, 2018 AND ESTABLISH THURSDAY, MARCH 29, 2018 AS A TRAVELING MEETING TO BE HELD IN THE UNION TOWNSHIP ADMINISTRATION BUILDING

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of Thursday, March 22, 2018, and Tuesday, March 27, 2018; and

BE IT FURTHER RESOLVED that Thursday, March 29, 2018, at 5:00 p.m. is established as a traveling meeting; said meeting to be held in the Union Township Administration Building, 285 East Pike Street, South Lebanon, Ohio 45065.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: Auditor BQ
Union Township Trustees
All Departments
Commissioners file
Press

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

Resolution

Number 18-0394

Adopted Date March 20, 2018

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO EQUIPMENT AGREEMENT AND SCOPE OF SERVICES AGREEMENT WITH WOODHULL, LLC FOR THE PURCHASE OF A RICOH MP C3004ex COPIER ON BEHALF OF WARREN COUNTY DATA PROCESSING

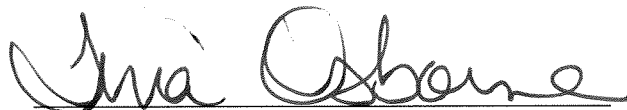
BE IT RESOLVED, to authorize the President of the Board to enter into an equipment agreement and scope of services agreement with Woodhull, LLC; copy of said agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: c/a – Woodhull, LLC
Data Processing (file)



Equipment Agreement

Woodhull, LLC

www.woodhullusa.com

Bill To:		Ship To:	
Account	Warren County Auditor	Account	Warren County Auditor
Address 1	406 Justice Drive	Address 1	406 Justice Drive
Address 2		Address 2	
City, State	Lebanon, OH	City, State	Lebanon, OH
Email	bwooley@wcauditor.com Zip 45036	County	Warren Zip 45036
Contact	Bev Wooley	Meter Contact	Bev Wooley
Phone #	(513) 695-2616 Fax #	Phone #	(513) 695-2616 Fax #

Payment Method and Terms			
Order Date:	2/12/2018	CC #	V#:
Payment Method:	Net 10 Days	Card Holder Signature	Exp:
Sales Tax Status:	Exempt: Attach Form		Billing Zip:
Additional 3% fee charged on credit card purchases			

Qty	Equip ID	Model / Description	Serial Number	Unit Cost	Extended Price
1		Ricoh MP C3004ex Color MFD			\$6,472.00
1		Internal Finisher SR3130			
1		Paper Feed Unit PB3240 (550 x 2)			

Initial Supplies:	Qty	Item Number	Description	Incl in Prog?	Unit Cost	Extended Price
NOTE: To order supplies after this "Initial Supply Order" call 800 783-7156 or visit www.WoodhullUSA.com Remember to re-order Toner as soon as you add your last Toner bottle to your MFP Copier.						

Equipment To Be Removed or Returned		Subtotal	
Is Equipment to be picked up from Customer with this Order? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			\$6,472.00
If Yes, Describe Pickup Transaction, And fill out ERF in detail, attach.	NO PICKUPS	Delivery / Install Fee	\$0.00
General Terms of Agreement:		Credit Card Fee:	
<small>NO TERMS OR CONDITIONS, EXPRESS OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR ON "ORIGINAL" OF THIS ORDER. THIS ORDER CANNOT BE CHANGED EXCEPT IN WRITING BY CUSTOMER AND A WOODHULL, LLC OFFICER. BY SIGNING, CUSTOMER ACCEPTS THAT THIS IS A BINDING ORDER, NOT SUBJECT TO CANCELLATION. THIS ORDER IS CONTINGENT UPON WOODHULL, LLC MANAGEMENT APPROVAL. THE SELLER RETAINS A SECURITY INTEREST IN EQUIPMENT AND SUPPLIES DESCRIBED IN THIS AGREEMENT UNTIL THE PURCHASE PRICE IS PAID IN FULL.</small>		Sales Tax Rate: 0.00%	\$0.00
		Total Purchase Price	\$6,472.00
		Deposit with Order: Check # : <enter>	\$0.00

Accepted by Customer:

Authorized Signature		Consultant Signature	
Printed Name	John Grossman	Consultant Printed Name	Kevin Gates
Title/Position	President	Consultant Number	
Date	3/20/18	Date	3/15/18

APPROVED AS TO FORM
 Keith W. Anderson
 Asst. Prosecuting Attorney



Scope of Services Agreement

Bill To:		Ship To:	
Account	Warren County Auditor	Account	Warren County Auditor
Address 1	406 Justice Drive	Address 1	406 Justice Drive
Address 2		Address 2	
City, State	Lebanon, OH	City, State	Lebanon 45036
Email	bwooley@wcauditor.org Zip 45036	I.T. Contact	Ben Clift Phone (513) 695-1990
Contact	Bev Wooley	Meter Contact	Bev Wooley Fax
Phone	(513) 695-2616 Fax	Meter email	bwooley@wcauditor.org

Payment Terms:	Net 10 Days	Tax Exempt?	YES - Attach Form <input type="checkbox"/>
Start Date	2/1/2018	Billing Frequency: Base Charge	Quarterly <input type="checkbox"/>
End Date	2/1/2019	Billing Frequency: Meter Overage	Quarterly <input type="checkbox"/>
Term:	12 Months	Note: Subject to approval by Woodhull, LLC management.	

- Select All that Apply to this Agreement (Scope of Services):
- Bundled Service Agreement for Copier and Printer Based Products:** Includes unlimited service calls, all service labor, parts, travel, drums, toner cartridges, toner, developer, maintenance kits and all other consumables with the exception of paper, staples, professional services, network and software support. Customer is responsible for adding paper, toner, toner cartridges, staples, other consumables and clearing of misfeeds.
 - Automatic Shipment of Toner Cartridges to Printers:** If a printer device is readable for toner tracking, customer elects to have cartridges shipped automatically on a just-in-time basis. Shelf stock is not needed with this option. Note: Customer call-in required for non-reading devices.
 - Printer Replacement Guarantee:** If any printer on attached Schedule A (or B, etc) cannot be repaired satisfactorily by Woodhull, it will be replaced at Woodhull's expense. Woodhull retains ownership of any such replacement device. The guarantee includes laser printers, but excludes copier, MFD, MFP, Mopier, or any other A3 or A4 devices.
 - Non-Bundled Service Agreement:** Includes all service labor, parts, and travel. Excludes all consumables, toner, ink, drums or masters, maintenance kits, developer, staples, paper, professional services, network and software support. Customer is responsible for adding paper, toner, staples, master units, maintenance kits, oil or any other consumables and clearing of misfeeds.
 - Waiver:** Customer waives the offered service agreements. Service will be available on a chargeable basis and payment will be due at time service is performed. If the customer requests a service agreement in the future, an inspection call must be performed prior to the start of any service agreement. If parts are required on the inspection call, these will be billable to the customer prior to the start of the service agreement.

NOTE: This is a fixed term agreement and may not be cancelled or refunded. Network Time and Peripheral Hardware are not covered under this Agreement. Additional coverages are available upon request. On-site I.T. support is available at \$150 per hour.

ID Tag	Model	Serial	Location	Meter Type	Begin Meter	Annual Base Charge	Annual Base Clicks Incl	Overage Click Charge
	MP C3004ex			B/W			Same as Existing	Same as Existing
				Color			Same as Existing	Same as Existing
Terms and Conditions Supplemented to Existing Agreement								
Service will be linked to Contract on Equipment ID's 14337, 14336 and 17688								

- DATA SECURITY OPTIONS ON OLD EQUIPMENT BEING PICKED UP -- PLEASE CHECK ONE:**
- WAIVER:** Customer waives data security options. Customer accepts sole responsibility to remove any sensitive data stored on the hard drives, all memory locations, and any external data storage devices used with the equipment being returned. Woodhull, LLC will NOT be held liable for any data left on old devices.
 - REMOVE HARD DRIVE:** Woodhull will remove MFD hard drives at customer location, and transfer ownership to customer. PRICE per MFD: \$250

INDICATE BELOW THE SOLUTIONS INCLUDED WITHIN THIS SCOPE OF SERVICES AGREEMENT:

• PRINT AUDIT Rules-Based Printing / Cost Recovery	No. of Workstations Included:	None
• PRINT AUDIT "Follow-Me" / Secure Release Printing	No. of Printers and MFDs Included:	None

Accepted by Customer:

Authorized Signature		Consultant Signature	
Printed Name		Consultant Printed Name	Kevin Gates
Title/Position		Member	
Date		Date	3/5/18

APPROVED AS TO FORM

Kevin W. Anderson
Asst. Prosecuting Attorney

Woodhull, LLC and subsidiaries (WLLC) Scope of Services Agreement Terms and Conditions

A. SCOPE OF SERVICES: The scope established on the front page of this agreement includes payment for maintenance performed by Woodhull during its normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Service at times other than WLLC's normal service hours may be furnished on an "as available basis" at published rates then in effect. Customer must separately purchase paper and staples. Computer network problems and operator-error type problems are not included in the Scope of Services.

This agreement will automatically renew for 12-month term(s) upon expiration of the previous covered term unless cancelled in writing between 30 and 90 days (before the end of the term) by either party. At the end of the first year of this agreement and periodically thereafter we may increase the base payment amount, the per page charge over the base minimum and the excessive scan meters without notice.

B. PAYMENT: All payments are due upon receipt. Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement. WLLC may cease performance under this Agreement if Customer is in breach under this or any other Agreement with WLLC. If it is necessary for WLLC to proceed legally to enforce this Agreement, Customer agrees to pay, in addition to any award, all costs, including attorney's fees incurred.

C. MANAGED PRINT SERVICES (MPS): If applicable, customer agrees to (i) Install and keep DCS software on a 24/7 server or dedicated PC, (ii) Push Local Beacon to all non-networked printers, (iii) Monitor DCS software for devices that no longer "Read" and to resolve any causal network issues, (iv) Enable SNMP, (v) Notify WLLC of changes to location, IP Address, etc. and provide new information, (vi) Include any on-site WLLC-owned equipment under your corporate insurance policy, (vii) Provide primary I.T. contact, email and phone, (viii) Notify WLLC before acquiring any printer to be added to this agreement. WLLC must approve in writing any new printer being added to the service agreement.

WLLC will from time to time, and at its discretion, replace, instead of repair, a printer. The criteria for the printer replacement decision is determined by WLLC using operational factors leading to the replacement of a WLLC-owned printer or the customer's printer with new, used, or refurbished equipment. WLLC retains ownership of the replacement device. Customer retains ownership of its device being replaced, unless you agree to relinquish ownership to WLLC.

D. FIT-FOR-SERVICE IMPLEMENTATION: The customer may add some or all of their existing fleet of devices to this Agreement. These are devices that are not being placed by WLLC, but are pre-approved by WLLC to be added to the Agreement. Upon approval of this Agreement by both parties, WLLC will complete an inspection of all such devices to be covered under this Agreement to determine the mechanical readiness for operation. Following inspection, a WLLC ID tag will be attached to the devices and the devices will be brought to manufacturer's specification by WLLC solely at the cost of the customer.

E. MAINTENANCE: During the term of this Agreement, WLLC agrees to perform the maintenance and repair listed on Agreement that keeps the Equipment in good working order and condition, normal wear and tear excepted. If WLLC is notified by Customer during the term of the agreement that the equipment is not in good working condition, WLLC will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, WLLC will promptly provide a quote for the appropriate part(s).

F. SERVICE LIMITATIONS: Customer agrees WLLC will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), the breaking of lids, hinges, paper cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) software applications other than what was purchased as part of the copier/printer, scan/fax device, (v) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (vi) failure of improper telephone or electrical power; (vii) Force Majeure, Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (viii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; or (ix) improper environment such as excessive dust, chemical residues, abnormal high or low temperatures.

If WLLC provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at WLLC's then current rates for labor and parts. Customer agrees that WLLC will not be required to make adjustments, repairs or replacements if WLLC is not provided reasonable access to the Equipment.

The following are excluded from coverage under this service agreement: External Fiery print controllers, third-party coin boxes and other hardware, and add-on software applications, etc. unless specifically stated in writing. Separate coverage agreements may be available.

G. NETWORK INDEMNITY: From time to time, WLLC may perform various and sundry tasks, activities, or services on the customer's network. In consideration of WLLC agreeing to perform such tasks, activities, or services, customer agrees that in no event will WLLC, its employees, subsidiaries, or agents be held liable for any loss of data, loss of use, loss of profit, or liabilities to third parties, however caused. WLLC advises customer to back up all network data, directories, subdirectories, and partitions before installation, connection, administration, or any other operation is performed.

H. SUPPLIES: Supplies issued under this Agreement must be used ONLY for the equipment listed on this agreement. Toner may be OEM original or WLLC-approved OEM-compatible, at the discretion of WLLC. If supplies shipped exceed the manufacturer's recommended usage, based on the service agreement click volume, the customer may be charged for additional supplies. Should the service agreement be cancelled, the customer agrees to pay for all supplies used after the coverage period, or return all unused supplies to WLLC at the customer's expense. Additionally, WLLC reserves the right to charge customer for freight and handling for any and all supply and consumable orders. Overnight toner orders may incur an additional charge.

I. CLICKS: In the context of this agreement, a "click" is defined as any image copy, print, fax, or scan measured. A "click" is an image either printed or non-printed. Images that are 11" x 17" register as two (2) clicks. The customer will be charged an additional \$0.0025 per scan for all scans that exceed the number of copies made during the agreement coverage period.

J. RELOCATION: Customer agrees to keep the Equipment at the installation location and will notify WLLC beforehand if equipment is to be relocated. WLLC will relocate equipment for a fee. If Customer chooses not to engage WLLC to relocate Equipment, and the relocation results in required service, the service call will be chargeable.

K. TRANSFERRING: Transferring equipment covered by a service agreement out of the WLLC service area will void the agreement with no refund. The cancellation of a service agreement and/or lease or rental prior to expirations, will be non-refundable.

L. INDEMNITY: Customer shall indemnify and save WLLC harmless from any and all liability, loss, damage, expense, causes of actions, suits, claims or judgments arising from injury to person or property, resulting from actual or based on alleged uses, operation, transportation or services performed on the equipment. The laws of the State of Ohio shall govern this agreement. This agreement constitutes the entire agreement, proposals, communications, oral or written, concerning the subject matter of this agreement. Any modifications or waivers of this agreement shall not bind WLLC, unless agreed to in writing by an officer of WLLC.

M. DEFAULT: Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with WLLC within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, WLLC may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this Agreement, and terminate this Agreement without advance notice.

N. METER READINGS: Customer agrees and consents that WLLC may obtain meter readings via remote access and grants WLLC the right to do so. For any print device that is not readable by our software, the customer shall provide meter readings via fax, Woodhull's website, email, or telephone, as required to administer the agreement. Customer agrees to accept estimated meter readings for billing purposes, as needed.

O. CONFIDENTIALITY CLAUSE: WLLC recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients from improper use or disclosure. WLLC agrees to use its best efforts to treat Customer Information on a confidential basis.

Note: In case of any conflict, the related Lease Document overrides these parameters.

Addendum to Scope of Services agreement:

Customer: Warren County Auditor
Scope of Services agreement dated: 2.15.18

The parties wish to amend the above-dated Scope of Services Agreement as set forth below:

- Section A. SCOPE OF SERVICES:
Remove sentence beginning with "At the end of the first year ..."
- Section B. PAYMENT:
Remove sentence beginning with "If it is necessary for WLLC to proceed ..."
- Section G. NETWORK INDEMNITY:
Remove words "or liabilities to third parties"
- Section L. INDEMNITY:
Remove sentence beginning with "Customer shall indemnify and save WLLC harmless ..."

By signing this Addendum, Customer acknowledges the above changes to the Scope of Services Agreement, and authorizes Woodhull, LLC to make such changes. In all other respects, the terms and conditions of the Scope of Services Agreement remain in full force and effect and remain binding to the Customer. The terms and conditions of the Scope of Services Agreement are separate from any related lease document. In case of any conflict, the lease document overrides the Scope of Services terms and conditions.

Woodhull, LLC

Service provider

Signature

Kevin Gates

Print Name


Imaging Consultant - Major Accounts

Title

Date

Warren County Auditor

Customer



Signature

Tom Grossman

Print Name

President

Title

3/20/18

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE SCOPE OF SERVICES AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

Form revised August 21, 2017

APPROVED AS TO FORM
Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney

Resolution

Number 18-0395

Adopted Date March 20, 2018

APPROVE AGREEMENT AND ADDENDUM WITH DEPARTMENT OF MENTAL HEALTH-EASTWAY CORPORATION AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

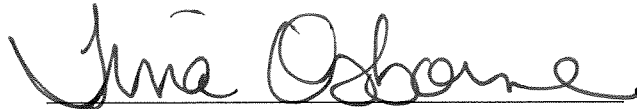
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Department of Mental Health-Eastway Corporation, on behalf of Warren County Children Services, for calendar year 2018, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Department of Mental Health-Eastway Corporation
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

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

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

and

hereinafter "Provider," whose address is:

Provider Department of Mental Health- Eastway Corporation		
Street/Mailing Address 600 Wayne Ave		
City Dayton	State OH	Zip Code 45410

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 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

A. 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.

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

A. 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

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2018** through **03/31/2019**, unless this Agreement is suspended or terminated pursuant to Article VIII 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, for 0 additional, 0 year terms not to exceed 0 years. 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. Schedule A: Rate Schedule;
- B. Exhibit I: Scope of Work;
- C. Exhibit II: Request for Proposals (if applicable); then
- D. Exhibit III: Provider's Proposals (if applicable).

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda 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. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

CARMAN, JENNIFER

From: Kelli Ott <kott@eastway.org>
Sent: Monday, March 5, 2018 3:08 PM
To: CARMAN, JENNIFER
Subject: RE: Contract Issue

Feel free to insert zeros. Thanks!

Kelli Rhea Ott, LISW-S
Director of Administrative Services
Eastway Behavioral Healthcare
Phone: 937-396-2511



From: Jennifer.Carman@jfs.ohio.gov [mailto:Jennifer.Carman@jfs.ohio.gov]
Sent: Monday, March 5, 2018 3:06 PM
To: Kelli Ott
Subject: Contract Issue

Thank you so much for returning your 2018 Placement contract with our agency. Upon final review, our attorney has noted that all blanks must be filled in. Attached is page 4 of the contract which requires the three blanks near the top of the page to be filled in with zeros as they do not apply at this time. In order to get final signatures from our Commissioners, we must have your permission in writing to insert the zeros in your executed contract.

All you need to do is simply reply to this email stating it is okay for us to insert the zeros. Then we will present the final contract to our Commissioners for their signatures and get a copy of the executed contract back to you ASAP.

Please let me know if you have any questions.

Thanks so much!

Jenny Carman

Business Manager/Admin. Supervisor
Warren County Children Services
416 S. East Street
Lebanon, Ohio 45036
513-695-1520 (direct)
513-695-1880 (fax)
jennifer.carman@jfs.ohio.gov

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan 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.
- B. 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. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
 - 1) Emergency situations include but are not limited to the following:
 - a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. 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) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. 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.
- I. 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.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. 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.
- L. 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.

- M. When applicable, 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 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report 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.
- O. The Provider agrees to 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.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, 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.
- Q. 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.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

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 a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- 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 XIII of this Agreement.
- D. 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.
- E. 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.
- F. 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 fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. 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.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that 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) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

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
- 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.
 - 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 **\$30,000.00**.
- 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 Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- 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. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- 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.

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. 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 XIII.

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 ninety (90) 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 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 VI. 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.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION AND CONFIDENTIALITY 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 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 the Agency's child 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 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 Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child 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 and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance 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.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- 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 will 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. The parties will 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(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 LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs 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 Howard M. Metzenbaum 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

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 Ohio Revised Code section 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 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 rule 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 sections 5101.11, 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) Rule 5101:2-47-11 of the OAC: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
 - 2) Rule 5101:2-47-26.1 of the OAC: "Public child services agencies (PCSA), private child placing agencies (PCPA): Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements".
 - 3) Rule 5101:2-47-26.2 of the OAC: "Cost Report Agreed Upon Procedures Engagement".
 - 4) JFS 02911 Single Cost Report Instructions.
 - 5) For Private Agencies: 2 CFR 225, Cost Principles for Non-Profit Organizations.
 - 6) For Public Agencies: 2 CFR 230, Cost Principles for State, Local and Indian Tribal Government.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

- A. 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), 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 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

Department of Mental Health- Eastway Corporation
600 Wayne Ave
Dayton OH 45410

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

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.

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 conflicting 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 Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

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.

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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.

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.

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 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 Section 5101:2-07-02(l) 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 of in accordance with 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 child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List 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 identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

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 a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract 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 contract, 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 or as a result of 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. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

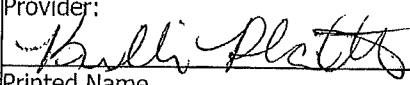
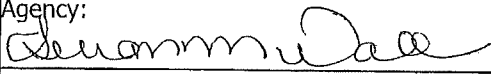
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

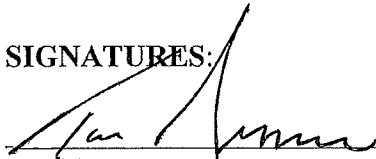
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: 	Date 2/22/18
Printed Name Department of Mental Health- Eastway Corporation	
Agency: 	
Printed Name Warren County Children Services	Date 2-28-18

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 18-0395, dated 3-20-18.

SIGNATURES:

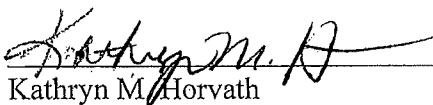


President
Warren County Board of Commissioners

3-20-18

Date

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

Provider Department of Mental Health- Eastway Corporation		
Street/Mailing Address 600 Wayne Ave		
City Dayton	State OH	Zip Code 45410

Contract ID : 14728409

Originally Dated :01/01/2018 to 03/31/2019

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:	01/01/2018
Amendment End Date :	03/31/2019
Increased Amount:	\$0.00

Article Name:

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 02/23/2018

Provider / ID : Department of Mental Health- Eastway Corporation/ 3848310

Contract Period : 01/01/2018 - 03/31/2019

Cost/Amendment Period :01/01/2018 -

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Northcutt Intensive Treatment Unit (20748)	2331656			\$375.25								\$375.25	01/01/2018	03/31/2019
Northcutt Residential (formerly Pathways) (20286)	373662			\$231.51								\$231.51	01/01/2018	03/31/2019
Ranch of Opportunity/ Intensive Treatment (20809)	4399663			\$375.25								\$375.25	01/01/2018	03/31/2019
Ranch of Opportunity/ Residential Treatment (20808)	4143663			\$235.00								\$235.00	01/01/2018	03/31/2019
The Heritage of Hannah Neil (20852)	6035663			\$231.51								\$231.51	01/01/2018	03/31/2019

**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 and provide specific terms to certain articles of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC 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. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

TRANSACTION RECORD INQUIRY

DISPLAY SCREEN

FAOI22-FAS29

ACCOUNT TYPE.. E

FUND. 273 FUNCTION. 5100 OBJECT. 447 SUB-ACCT. DATE. 1/05/18

PURCHASE ORDER#. 22324 ACTUAL DATE. 1/05/18
ACCUAL YEAR. 2018

VENDOR..

ADDRESS.

OTHER FUND. FUNCTION. OBJECT.. SUB-ACCT.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 3,000,000.00 STATUS.. A

WARRANT NUMBER WARRANT TYPE..

PROGRAM CODE. CLASSIFICATION.

MEMO. CONTRACT PLACEMENT SVCS

ENTER-REDISPLAY LIST F3-RETURN TO PROMPT

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES

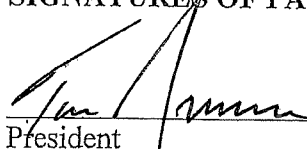
The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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 18-0395, dated 3-20-18, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

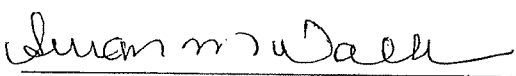


Provider

Date 3-20-18


Date 2/22/18

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney



MHAS

Promoting wellness and recovery

John R. Kasich, Governor

Tracy J. Plouck, Director

License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.22 of the Ohio Revised Code, and the Administrative Rules of the Ohio Department of Mental Health and Addiction Services, Sections 5122-30-01 to 5122-30-30. The Residential Facility is in compliance with these rules and is hereby issued this license for the maximum number of residents specified.

Name of Facility: **The Heritage of Hannah Neil**

Address: **301 Obetz Road**

City: **Columbus**

Zip: **43207**

Operator: **Eastway Corporation**

Community Mental Health Board: **The ADAMH Board of Franklin County**

Date Issued: **11/10/2016**

Date Expires: **11/09/2018**

License Number: **06-7522**

Maximum Number of Residents: **40**

Number of Household Members: **40**

Type: **1**

Term of License: **Full**

License to Admit: **Children**

Director, Ohio Department of Mental Health and Addiction Services



Promoting wellness and recovery

John R. Kasich, Governor • Tracy J. Plouck, Director • 30 E. Broad St. • Columbus, OH 43215 • (614) 466-2596 • mha.ohio.gov

November 29, 2016

John Strahm, Exec. Director
Eastway Corporation
600 Wayne Avenue
Dayton, Ohio 45410

Re: License No. 06-7522

Dear Mr. Strahm:

Your application(s) for residential licensure has been received and approved. You are licensed to operate a residential facility as specified on the enclosed license(s). The license specifies the term of the license, the maximum number of residents for the facility, the maximum number of household members, and the type of activity for which the facility is licensed, i.e., the provision of room and board only, room and board and personal care only or room and board, personal care, and mental health services.

The license is not transferable to any other site or property. The operator of the residential facility shall be responsible for notifying the Department of any changes or proposed changes concerning the information submitted and attested to in the application, or in operation of the facility which alter or modify the type of activity for which the facility is licensed, and/or the continued compliance of the facility with the requirements for licensure.

Per the Residential Licensure Rules, please fax the Residential/Community Notification of Incident form to (614) 485-9739 within 24 hours of the incident discovery.

If you have any questions regarding any of the above please do not hesitate to contact your surveyor, **Holly Stone** at 614-644-8419.

Sincerely,

Janel M. Pequignot, Chief
Bureau of Licensure and Certification

pc: David Royer, CEO, The ADAMHS Board of Franklin County
Holly Stone, MS, LSW, Behavioral Health Standards Surveyor, OhioMHAS
Rob Nugen, Behavioral Health Standards Supervisor, OhioMHAS
Residential File



MHAS

Promoting wellness and recovery

John R. Kasich, Governor

Tracy J. Plouck, Director

License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.22 of the Ohio Revised Code, and the Administrative Rules of the Ohio Department of Mental Health and Addiction Services, Sections 5122-30-01 to 5122-30-30. The Residential Facility is in compliance with these rules and is hereby issued this license for the maximum number of residents specified.

Name of Facility: **Northcutt Residential Treatment Facility**

Address: **4950 Northcutt Place**

City: **Dayton**

Zip: **45410**

Operator: **Eastway Corporation**

Community Mental Health Board: **ADAMHS Board of Montgomery County**

Date Issued: **04/01/2017**

Date Expires: **03/31/2019**

License Number: **06-1989**

Maximum Number of Residents: **24**

Number of Household Members: **24**

Type: **1**

Term of License: **Full**

License to Admit: **Children**

Director, Ohio Department of Mental Health and Addiction Services



Promoting wellness and recovery

John R. Kasich, Governor

Tracy J. Plouck, Director

License to Operate a Residential Facility

This Residential Facility has been surveyed in accordance with Section 5119.34 of the Ohio Revised Code, and the Administrative Rules of the Ohio Department of Mental Health and Addiction Services, Sections 5122-30-01 to 5122-30-31. The Residential Facility is in compliance with these rules and is hereby issued this license for the maximum number of residents specified.

Name of Facility: **The Ranch of Opportunity**

Address: **1771 Palmer Road**

City: **Washington C.H.**

Zip: **43160**

Operator: **Eastway Corporation**

Community Mental Health Board: **Paint Valley ADAMH Board**

Date Issued: **12/02/2017**

Date Expires: **12/01/2019**

License Number: **06-7503**

Maximum Number of Residents: **30**

Number of Household Members: **30**

Type: **1**

Term of License: **Full**

License to Admit: **Children**

Director, Ohio Department of Mental Health and Addiction Services



Promoting wellness and recovery

John R. Kasich, Governor • Tracy J. Plouck, Director • 30 E. Broad St. • Columbus, OH 43215 • (614) 466-2596 • mha.ohio.gov

February 12, 2018

John Strahm, Exec. Director
Eastway Corporation
600 Wayne Avenue
Dayton, Ohio 45410

Re: License No. 06-7503

Dear Mr. Strahm:

Your application(s) for residential licensure has been received and approved. You are licensed to operate a residential facility as specified on the enclosed license(s). The license specifies the term of the license, the maximum number of residents for the facility, the maximum number of household members, and the type of activity for which the facility is licensed, i.e., the provision of room and board only, room and board and personal care only or room and board, personal care, and mental health services.

The license is not transferable to any other site or property. The operator of the residential facility shall be responsible for notifying the Department of any changes or proposed changes concerning the information submitted and attested to in the application, or in operation of the facility which alter or modify the type of activity for which the facility is licensed, and/or the continued compliance of the facility with the requirements for licensure.

Per the Residential Licensure Rules, please fax the Residential/Community Notification of Incident form to (614) 485-9739 within 24 hours of the incident discovery.

If you have any questions regarding any of the above please do not hesitate to contact your surveyor, Holly Stone-Zabawski at 614-644-8419.

Sincerely,

Janel M. Pequignot, Chief
Bureau of Licensure and Certification

pc: Penny Dehner, Exec. Director, Paint Valley ADAMH Board
Holly Stone-Zabawski, MSCJ-CA, LSW, Behavioral Health Standards Surveyor, OhioMHAS
Residential File



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2018

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

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

PRODUCER Hylant - Cincinnati 50 E-Business Way, Ste 420 Cincinnati OH 45241	CONTACT NAME: Crystal Goodwin PHONE (A/C, No, Ext): 513-985-2400 FAX (A/C, No): 513-985-2404 E-MAIL ADDRESS: crystal.goodwin@hylant.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058
INSURED EASTW03 Eastway Corporation P.O. Box 983 Dayton OH 45401	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1654975139

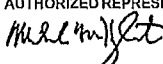
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1704273	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1704273	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB598490	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Sex Abuse/Molestation			PHPK1704273	9/1/2017	9/1/2018	Per Occurrence Aggregate \$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Warren County Children Services is listed as additional insured as required per written contract.

CERTIFICATE HOLDER**CANCELLATION**

Warren County Children Services 416 S East St. Lebanon OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TRANSACTION RECORD INQUIRY

DISPLAY SCREEN

FAOI22-FAS29

ACCOUNT TYPE.. E

FUND. 273 FUNCTION. 5100 OBJECT. 447 SUB-ACCT. DATE. 1/05/18
PURCHASE ORDER#. 22324 ACTUAL DATE. 1/05/18
 ACCRUAL YEAR. 2018

VENDOR..
ADDRESS.

OTHER FUND. FUNCTION. OBJECT.. SUB-ACCT.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 3,000,000.00 STATUS.. A

WARRANT NUMBER WARRANT TYPE..

PROGRAM CODE. CLASSIFICATION.
MEMO. CONTRACT PLACEMENT SVCS

ENTER-REDISPLAY LIST F3-RETURN TO PROMPT

Resolution

Number 18-0396

Adopted Date March 20, 2018

APPROVE CHANGE ORDER #1 TO THE CONTRACT WITH CHOICE ONE ENGINEERING FOR THE FY17 DEERFIELD TOWNSHIP RICH/DAVIS/PRIMROSE INTERSECTION ENGINEERING COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

WHEREAS, Warren County has entered into a contract with Choice One Engineering through Resolution #18-0018, for the FY17 Deerfield Township Rich/Davis/Primrose Intersection Engineering Community Development Block Grant Project; and

WHEREAS, the County desires to include engineering plans for the relocation of water lines; and

WHEREAS, a Change Order and Purchase Order increase are necessary in order to accommodate said amendment; and

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order #1 to the Contract with Choice One Engineering, increasing Purchase Order No. 24272 by \$3,070.00 and creating a new Contract and Purchase Order price in the amount of \$35,400.00.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board approve Change Order #1 of the Contract with Choice One Engineering for the FY17 Deerfield Township Rich/Davis/Primrose Intersection Engineering Community Development Block Grant Project.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: c/a – Choice One Engineering
OGA (file)



Warren County
Office of Grants Administration
 460 Justice Drive
 Lebanon, OH 45036
 513.695.1210

CHANGE ORDER

Change Order Number 1 to PO # 24272

Project Name: FY17 Deerfield Township Rich/Davis/Primrose Intersection Engineering CDBG Project

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	DELETIONS
1	Water Main Construction Plans	\$2,150.00	
2	Record Drawings	\$ 920.00	
	Sums of the ADDITIONS and DELETIONS	\$3,070.00	

Attachments: Attachment A – Tabulation sheet from bid

Original contract price \$32,330.00

Current contract price adjusted by previous change orders \$ 32,330.00

The Contract price due to this change order will be increased/decreased by \$3,070.00

The New contract price including this change order will be \$ 35,400.00.

The contract time will be increased by 0 calendar days.

The date for completion of work will be April 9, 2018.

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

[Signature] 2/27/18
 Choice One Engineering Date

[Signature] 3/20/18
 Warren County Commissioner Date

[Signature] 3/8/18
 Deerfield Township Date

[Signature] 3/20/18
 Warren County Commissioner Date

[Signature] 3/15/18
 Warren County Grants Administration Date

[Signature] 3/20/18
 Warren County Commissioner Date

[Signature] 3/15/18
 Warren County Water Department Date

Resolution

Number 18-0397

Adopted Date March 20, 2018

ENTER INTO A CONSULTING SERVICES AND PROJECT INSPECTION CONTRACT WITH HDR CONSTRUCTION CONTROL CORPORATION ON BEHALF OF THE WARREN COUNTY ENGINEER


BE IT RESOLVED, to enter into a consulting services and project inspection contract with HDR Construction Control Corporation, 9987 Carver Rd, Suite 200, Cincinnati, OH 45242 for the Old SR 122 and Township Line Road Intersection Improvements Project. Copy of contract attached hereto and made a part hereof

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – HDR Construction Control Corp.
Engineer (file)

WARREN COUNTY ENGINEER'S OFFICE

AGREEMENT NO. 31888

This Agreement No. 31888 entered into this 20th day of March, 2018, by and between Warren County Board of County Commissioners, acting on behalf of the Warren County Engineer, hereinafter referred to as the WCEO, and HDR Construction Control Corporation (HDR CCC), hereinafter referred to as the Consultant, with an office located at 9987 Carver Rd, Suite 200, Cincinnati, OH 45242.

WITNESSETH:

That the WCEO and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform Construction Inspection and keeping of records and documents, Construction Administration and Testing as may be authorized by the WCEO for the WAR-CR 230/CR 134.-3.14/0.54.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The WCEO and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The WCEO agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Construction Inspection.

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall

not exceed One Hundred Thirty Thousand and Eight Hundred Eighty-One Dollars and Fifty-Nine Cents (\$130,881.59). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>
HDR CCC	Project Manager	\$174.86
HDR CCC	Construction Project Engineer	\$89.15
HDR CCC	Project Inspector	\$79.24
Terracon Consultants, Inc.	Soils & Aggregate Inspectors	\$62.58
HDR CCC	Secretary	\$44.58

Compensation shall be further limited as follows:

- (a) Vehicles furnished by the Consultant shall be compensated on a daily rate basis of Forty-Nine Dollars (\$49.00) for automobiles or trucks.
- (b) Testing equipment shall be furnished by the Consultant.

Nuclear Density Gauge = \$35.00 per day

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the WCEO, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Scope of Services.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the President of the Warren County Board of County Commissioners.

HDR CCC.

By: *John Blum*
Title: *Vice President*

WARREN COUNTY ENGINEER'S OFFICE

Neil F. Tunison
Neil F. Tunison, P.E., P.S.
County Engineer

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

Signature: *Tom Grossmann*
Printed Name: *Tom Grossmann*
Title: *President*

APPROVED AS TO FORM:

By: *Kathryn M. Howard*
Title: *Asst. Prosecuting attorney*

**WARREN COUNTY ENGINEER'S OFFICE
CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS
MANAGEMENT SCOPE OF SERVICES**

Project Specific Services

Project Name	WAR-CR 230/CR 134-3.14/0.54 (Old SR 122 and Township Line Road Improvements Project)
PID	100784
Project Description	The Old SR 122 and Township Line Road Intersection Improvements Project (PID 100784) in Warren County consists of construction of a rural single lane modern roundabout, adjusting vertical profiles of approach roadways to improve sight distance, and associated drainage improvements. The project's length is approximately 0.55 miles of roadway improvements. The project is located in Clearcreek and Wayne Townships and is funded with federal and local funds.
Work Description	The work includes inspection, materials testing, construction engineering, and project management to document the work completed by the WCEO's Contractor in compliance with ODOT's LPA Federal Local Let Project process. The services performed shall be in accordance with the ODOT Construction and Material Specifications and Warren County procedures, directives and other requirements. The Consultant will provide services to monitor the construction work on a full or part-time basis and report the WCEO Contractor's work and determine whether such work complies with ODOT's contract requirements to the LPA/Person in Responsible Charge. The Construction Project Engineer (CPE) appointed by the Consultant, will act upon the behalf of the WCEO for the completion of the contract. Consultant shall perform WCEO's duties of reviewing payrolls for compliance with DBE and EEO requirements. The WCEO will perform all necessary Prevailing Wage requirements.
Scope of Services Meeting Date	TBD

I. GENERAL REQUIREMENTS

Provide services in accordance with ODOT's Construction Administration Manual of Procedures, 2013 or latest revision.

II. SCOPE OF WORK

Provide a project team including personnel that meet the following prequalification categories:

ODOT Prequalification Category	Approximate Number Required	Notes
Project Inspector	1	
Structures Inspector		
Coatings Inspector		
Traffic & Electrical Inspector		
Soils & Aggregate Inspector	1	

Construction Engineer Level 1		
Construction Engineer Level 2	1	CPE
Non-Prequalified Personnel	Approximate Number Required	Notes
Documentation Clerk	1	

The services may include:

A. Construction Contract Administration Duties

The performance of engineering and supervisory duties, administration, inspection and materials management required in the administration of a Federal Aid construction contract, as defined in the Ohio Department of Transportation (ODOT) Construction Inspection Manual of Procedures, and in accordance with the Construction and Materials Specifications (CMS), and construction contract specific requirements.

The table below includes the specific services required for this agreement.

PRIMARY TASK	ODOT Oversight	Responsibility		NOTES
		LPA	CONSULTANT	
POST AWARD				
Preconstruction Conference	X		X	
ACTIVE PROJECT ADMINISTRATION				
Daily Field Engineering and Inspection	X		X	
MATERIALS MANAGEMENT, TESTING AND CERTIFICATION				
Asphalt, Concrete & Aggregate Producer/Supplier Monitoring	X		X	
Asphalt, Concrete & Aggregate Field Testing			X	
Field Inspection of Materials from ODOT Certified Sources			X	
Monitoring and Documentation of Materials Management Process	X		X	
PROJECT DOCUMENTATION				
Daily Diaries			X	
Documentation of Quantities, Completed & Accepted			X	

Monitoring of Project Documentation	X		X	
ACTIVE PROJECT MANAGEMENT				
Progress Meetings	X		X	
Schedule Tracking and Updates	X		X	
PAYMENT & REIMBURSEMENTS				
Contractor Payment			X	
Summary of Progressive Payment			X	
Invoice and Reimbursement Preparation			X	
Review and Approval of Reimbursement Request	X	X		
CONTRACT CHANGES				
Negotiation and Preparation of Change Orders		X		
Concurrence on significant Change Orders for Reimbursement	X	X		
CLAIMS MANAGEMENT				
Claims Negotiation and Approval of Resolution		X	X	Handle negotiations together
Approval of Funding for Resolution	X	X		
Monitoring and Documentation of Claims Management Process	X		X	
PREVAILING WAGE COMPLIANCE				
Wage Interviews, Payroll Reviews		X		
Resolution of Underpaid Wages		X		
Monitoring and Documentation of Prevailing Wage Compliance Process	X	X		
EEO AND DBE CONTRACT COMPLIANCE				
EEO/DBE Contract Requirements			X	
Bulletin Board Monitoring			X	
Review and Approval of Contractor DBE Waivers	X		X	
Commercially Useful Function Reviews			X	

Monitoring and Documentation of LPA's EEO and DBE Compliance Process	X		X	
PROJECT FINALIZATION				
Final Inspection and Acceptance	X	X	X	Perform final inspection together
Resolution of Punch list Items		X	X	LPA to generate punch list and submit to Contractor, Consultant to verify completion
Agreement of Final Quantities, Payment			X	
Final Payment to Contractor, Release of Responsibility		X	X	Consultant to generate final payment and LPA to review and approve final payment
Preparation of Project Closeout Documents	X	X		
Review and Approval of Finalization Documents	X	X	X	Review finalization documents together and LPA to approve
Completion of LPA Contract Administration Evaluation	X	X		

B. Inspection/Testing Equipment as listed below:

Inspection/Testing Equipment	Approximate Number Required	Notes
Nuclear Density Gauge and related tools.	1	
The type and number of vehicles, either cars or trucks, for use on-site.	As required	

C. If included above or requested in writing, provide a documentation clerk as follows:

1. Job Duties

Performs specialized clerical tasks (e.g. searches records, gathers & organizes data, information & summarizes in preliminary reports; checks accuracy, clarifies discrepancies & certifies final data, possesses Microsoft Word and spreadsheet skills to produce basic reports and basic data entry). Performs general clerical tasks (e.g. maintains files; sorts and routes mail; answers phones, greets visitors; orders & stocks supplies; maintains calendar; makes copies; prepares materials for mailing; schedules meetings). Prepares and maintains construction project records and reports by entering information into SiteManager (e.g. prepares daily construction diaries by compiling information from the inspectors reports, prepares monthly project status reports, compiles data from records for accurate submission of contract information. Performs other miscellaneous duties as assigned by the Project Engineer.

2. Qualifications

- a. High school diploma or GED.
- b. Formal education in arithmetic that includes addition, subtraction, multiplication, division, fractions, percentages & decimals, reading, writing and speaking common English vocabulary.
- c. Two (2) years training and/or experience in office practices and procedures, including use of Microsoft Word and spreadsheets.

III. COMPENSATION

- A. The Warren County Engineer's Office shall make payment based on actual hours worked by the Consultant's employees, excluding sick leave, personal leave, and vacation. Payment for holidays will not be made unless the Consultant is required to work; in such case, the holiday will be considered a regular work day and will be paid at the regular hourly rate, unless the forty (40) hour work week requirement has been met as described in the following Paragraph (B). Work in excess of forty (40) hour work week must be approved by the Warren County Engineer's Office prior to being incurred.
- B. If applicable, overtime will be paid for all hours worked over a total of forty (40) on a weekly basis, including core working hours and eligible driving time. Payment for eligible overtime shall be commensurate with the Consultant's personnel policies. Specifically, companies that treat overtime premium as a direct cost may bill directly for overtime plus any applicable premium rate (e.g., time and a half for each hour of overtime worked). Conversely, companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

IV. INVOICING

The Consultant shall submit an invoice each month. ODOT's standard invoice form shall be used.

V. CONSULTANT STAFF REQUIREMENTS

The Consultant shall assign only qualified personnel to the project. The Consultant shall remove any employee who, in the determination of the Warren County Engineer's Office, does not perform the work in accordance with the Manual of Procedures, the Construction and Materials Specifications (CMS), and construction contract specific requirements.

Should the Consultant fail to remove the employee or employees as required, or fail to furnish suitable and sufficient personnel for proper performance of the work, the Warren County Engineer's Office may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, the Warren County Engineer's Office may make a finding to that effect and so notify the Consultant in writing that the Agreement is terminated in accordance with Section 2.43 of the "Specifications for Consulting Services, 2010 Edition."

VI. REPORT-IN LOCATIONS AND TRAVEL REGULATIONS

The report-in location for Consultant personnel shall be the project field office or a location at the project site designated by the Warren County Engineer's Office. No compensation will be provided for commuting to and from the report-in location. Consultants that provide leased or company owned vehicles for use on site shall be compensated on a daily rate basis. If company owned vehicles are provided, the Consultant's indirect cost pool shall be credited for the daily rate reimbursement.

VII. SERVICES BY THE Warren County Engineer's Office

- A. The Warren County Engineer's Office will make available to the Consultant the necessary plans, specifications, copy of the proposal and other documents as required.
- B. The Warren County Engineer's Office will provide the Consultant with documentation requirements including inspection report forms needed for computation, reporting, record keeping and field testing.

VIII. ODOT CONSTRUCTION INSPECTION/ADMINISTRATION PREQUALIFICATION POLICY - REQUIREMENTS FOR INTERIM WORK STATUS

In an effort to assist individuals in becoming prequalified with ODOT to provide construction inspection and administration services, the Warren County Engineer's Office will allow individuals that lack only the experience requirement to work on an interim basis. In this way, individuals that meet the Degree/Certifications requirements can gain experience towards full prequalification. In this type of arrangement, the prime consulting firm will remain responsible for the quality of the work, and must actively supervise the individual and monitor the work being performed. This process is limited to the following prequalification categories and subject to the requirements listed below.

A. Project Inspector

- 1. The individual must meet all Degree/Certifications requirements except that Level 1 NICET certification is acceptable. Level 2 NICET certification will still be required for full prequalification.
- 2. The individual must work under the direct supervision of a Construction Engineer Level 2 on a project that includes at least one other prequalified project inspector working on a full time basis.

B. Construction Engineer Level 1

- 1. The individual must meet all Degree/Certifications requirements.
- 2. The individual must work under the direct supervision of a Construction Engineer Level 2 on a project with construction costs less than \$2,000,000.

When submitting a letter of interest for a project in which this arrangement is proposed, the firm must list employees proposed to work on this basis and demonstrate that the above requirements have been met.



January 29, 2018

Mr. Roy Henson, P.E. P.S.
Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036

RE: WAR-CR230/CR134-3.14/0.54 Construction Inspection/Construction Administration
PID 100784
Cost Proposal

Dear Mr. Henson

Attached is the information requested, from HDR Construction Control Corporation (HDR CCC), relative to the above referenced contract.

The fixed labor rates have been computed using the ODOT Fixed Fee Per Hour Calculation document, utilizing the weighted Average Ohio FAR rate and applying an 10% net fee.

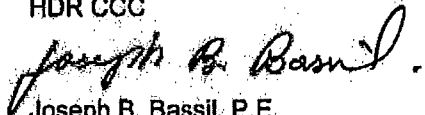
The price proposal was estimated utilizing scope information. Actual CM/CI costs will be submitted to the Engineer's Office in accordance with contract documents.

HDR CCC will provide management of the Project, Construction Engineering, Project Inspection and a Documentation Clerk. Terracon will provide Soils & Aggregate Inspection.

We look forward to providing the Warren County Engineer's Office with the requested services resulting in a quality, successful construction project for all involved.

If you have any questions or need additional information, please do not hesitate to contact me.

Respectfully,
HDR CCC


Joseph B. Bassil, P.E.
Construction Services Manager

WAR-CR 230/CR 134-3.14/0.54

Price Proposal

Assumptions (From Scope):

Contract begins

May 7, 2018

Contract ends

August 24, 2018

Number of working days:

May=18 June=21 July=21 August=18

Total=78 days or 15.6 weeks

Hourly Costs

Employee		Total per Hour
Project Manager	4 hours/week	\$174.86
Const. Proj. Eng. (CPE)	20 hours/week	\$89.15
Proj. Insp.	40 hours/week	\$79.24
Soils & Agg. Insp.	10 hours/week	\$62.58
Clerk	20 hours/week	\$44.58

Costs for Project Duration

PM	\$174.86x4hours/weekx15.6weeks	\$10,911.26
CPE	\$89.15x20hours/weekx15.6weeks	\$27,814.80
PI	\$79.24x40hours/weekx15.6weeks	\$49,445.76
S&A I	\$62.58x10hours/weekx15.6weeks	\$9,762.48
Clerk	\$44.58x20hours/weekx15.6weeks	\$13,908.96
	Total	\$111,843.26

Assume 10% OT \$111,843.26 1.1 = \$123,027.59

Vehicle Cost - CPE, PI, S&A I \$49/day X 146 days= \$7,154

Nuclear Gauge - \$35/day X 20 days= \$700

Total Fee: \$123,027.59 + \$7,154 + \$700 = \$130,881.59

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

Resolution

Number 18-0398

Adopted Date March 20, 2018

ENTER INTO CONTRACT WITH R.B. JERGENS CONTRACTORS, INC. FOR THE TYLERSVILLE ROAD IMPROVEMENT PROJECT

WHEREAS, pursuant to Resolution #18-0315, adopted March 6, 2018, this Board approved a Notice of Intent to award contract for the Tylersville Road Improvement Project to R.B. Jergens Contractors, Inc., for a total bid price of \$203,482.30; and

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

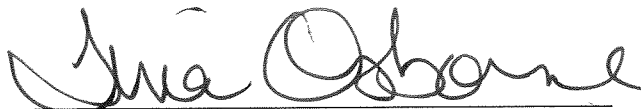
NOW THEREFORE BE IT RESOLVED, to enter into contract with R.B. Jergens Contractors, Inc., 11418 North Dixie Drive, Vandalia, Ohio, for said project, for a total contract price of \$203,482.30; as attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: c/a—R.B. Jergens Contractors, Inc.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 20th day of March, 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and R.B. Jergens Contractors, Inc., 11418 North Dixie Drive, Vandalia, 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:

TYLERSVILLE ROAD IMPROVEMENT PROJECT

hereinafter called the project, for the sum of \$203,482.30 (Two hundred three thousand four hundred eighty two dollars and thirty 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 October 19, 2018 after the written notice-to-proceed has been issued and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts,

errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

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

This CONTRACT shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

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.

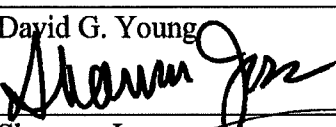
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)


Tom Grossmann, President

ATTEST:

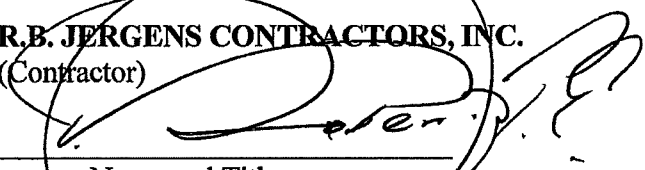

Name

David G. Young


Shannon Jones

R.B. JERGENS CONTRACTORS, INC.
(Contractor)

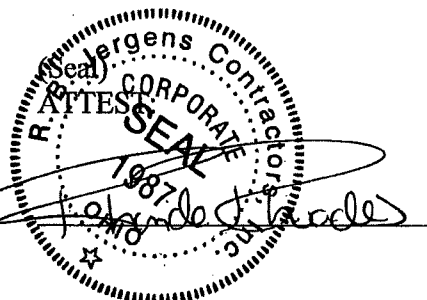
By:


Name and Title

Vic Roberts PE Vice Pres

Approved as to Form:


Assistant Prosecutor



Resolution

Number 18-0399

Adopted Date March 20, 2018

APPROVE EMERGENCY REPAIR TO THE GENERATOR AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT

WHEREAS, the maintenance personnel discovered the generator at the LLMWWTP would not start; and

WHEREAS, it is imperative to repair said generator immediately to continue servicing our customers with wastewater disposal; and

NOW THEREFORE BE IT RESOLVED, to declare an emergency and approve Purchase Order No. 24340 to Ohio Cat the amount of \$5,000.00 for the estimated cost of repairing said generator.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

las

cc: Auditor BQ
Water/Sewer (file)
OMB

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

Resolution

Number 18-0400

Adopted Date March 20, 2018

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-361) FOR THE VILLAGE OF CARLISLE IN THE AMOUNT OF \$30,000.00

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-361) for the Village of Carlisle.

<u>Project No.</u>	<u>Description</u>	<u>Total Cost</u>	<u>CVT Funds</u>	<u>Other Funds</u>
CVT - 361	Dayton Oxford Road Improvements		\$30,000.00	

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
Village of Carlisle (file)

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

Resolution

Number 18-0401

Adopted Date March 20, 2018

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-362) FOR THE VILLAGE OF WAYNESVILLE IN THE AMOUNT OF \$8,250.00

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-362) for the Village of Waynesville


<u>Project No.</u>	<u>Description</u>	<u>Total Cost</u>	<u>CVT Funds</u>	<u>Other Funds</u>
CVT - 362	Traffic Light Controller & Cabinet		\$8,250.00	

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Village of Waynesville (file)

Resolution

Number 18-0402

Adopted Date March 20, 2018

WAIVE PERMIT FEES ASSOCIATED WITH THE BUTTERFLY WALK FOR
CANCERFREE KIDS EVENT IN DEERFIELD TOWNSHIP

BE IT RESOLVED, to waive the permit fees associated with the Butterfly Walk for CancerFree Kids event planned in Deerfield Township; and

BE IT FURTHER RESOLVED, that the CancerFree Kids Pediatric Cancer Research Alliance be responsible for any surcharge that may be required by the State of Ohio.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Building/Zoning (file)
Amy Paribello, Event Coordinator (butterflywalk@sbcglobal.net)

Resolution

Number 18-0403

Adopted Date March 20, 2018

ACCEPT TAX INCENTIVE REVIEW COUNCIL RECOMMENDATIONS FOR THE 2017 ENTERPRISE ZONE PROGRAM

WHEREAS, the Tax Incentive Review Council (TIRC) met on March 12, 2018 and has presented the recommendations from the findings to this Board; and

WHEREAS, it is required by the State of Ohio for this Board to accept the recommendations of the TIRC; and

NOW THEREFORE BE IT RESOLVED, to accept the TIRC recommendations for the 2017 Enterprise Zone Programs, copy of said recommendations attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)

March 13, 2018

To: Warren County Commissioners

From: Martin Russell, Economic Development Director and
Warren County Enterprise Zone Manager

Re: Tax Incentive Review Council (TIRC) Recommendations for Tax Incentive Programs
(Community Reinvestment Area Program, Tax Increment Financing Program and
Enterprise Zone Program)

The TIRC meetings were held on March 12, 2018 for the 2017 review of the Community Reinvestment Area (CRA) Program, Tax Increment Financing (TIF) Program and Enterprise Zone Program (EZ). The meeting results for each program follow:

Community Reinvestment Area Program

The TIRC reviewed CRA's for the cities/village of Carlisle, Franklin, Harveysburg, Lebanon, Mason, Monroe and Springboro. The Warren County Commissioners have no approval authority over the CRA program; therefore, the TIRC only echoes the recommended action of the local municipality.

The local jurisdictions were satisfied with the performance of their particular CRA program in all cases. Some communities had CRA agreements below project job creation targets, however; these projects created jobs where there had previously been vacancy, so each community was in favor of continuation. In other cases, communities with underperforming job numbers in their CRA agreements were still pleased as capital investment was of more importance to their community. Each community believes the CRA program to be a very useful tool for fostering future growth.

Tax Increment Financing Program

The TIRC reviewed TIF Program projects for the cities/villages of Lebanon, Loveland, Mason, and South Lebanon and for Deerfield and Turtlecreek Townships. TIF reporting requirements were not available from the City of Monroe as the person who normally collects those reports was out ill the prior week. These reports will be forwarded to the TIRC Board upon completion as the State requires reporting by the end of March. As with the Community Reinvestment Areas, the Warren County Commissioners have no approval authority for this program. The TIRC action is reported directly to those municipalities to accompany their annual report to the Ohio Development Service Agency. Each TIF discussed was performing/generating the appropriate revenue as prescribed and any debt service was being met through TIF proceeds (or if a brand new TIF, through the jurisdictions general fund). The request and approved action by the TIRC was to accept all TIF districts in compliance and to recommend their continuation.

The TIRC did review the TIF projects Warren County created for Procter and Gamble, the Greens of Bunnell Hill and Miami Valley Gaming. The TIRC found all projects to be compliant.

Enterprise Zone Program

The County Commissioners have final approval of all Enterprise Zone Agreements in Warren County. The TIRC reviewed one active agreement for 2017 in the City of Lebanon. The company evaluated (Mane, Inc.), had far exceeded their contractual commitments. The TIRC Board found Mane, Inc. in compliance.

Mane, Inc.: In Compliance – Mane, Inc. has highly exceeded original projections, and continues to show signs of growth. The job numbers from 2017 show significant growth of 91 new created jobs on the site due to the Enterprise Zone Agreement. These new jobs have an average annual payroll of nearly \$70,240.66. The total number of jobs (500) exceeds the number committed in the agreement (70) by 430 jobs. Mane, Inc.’s agreement runs through 2022, and thus will be Warren County’s only remaining agreement.

The following is a listing, by Enterprise Zone, of the agreements the TIRC reviewed:

Company	School District	Agreement Date	Expiration Date
Lebanon			
Mane, Inc.	Lebanon	Oct-07	2022

If the Board would like to see the figures for the companies reviewed, have any questions pertaining to any of the programs, or need further detail, please let me know.

Sincerely,



Martin Russell
Director
Warren County Economic Development

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

Resolution

Number 18-0404

Adopted Date March 20, 2018

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised
Code 5705.41(D) (1), as attached hereto and made a part hereof:


BDD \$ 1,103.52

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor BQ
Board of Developmental Disabilities (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 3/7/18

From: WCBDD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: Bill came in after purchase order line item needed changed

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>400</u>	<u>\$ 1103.52</u>

VENDOR NAME Cox Media Group Ohio

DESCRIPTION OF SERVICES Legal Advertisement

DATE OF OBLIGATION 11-20-17

RECEIVED
2018 MAR 15 PM 2:00
MATT NOLAN, AUDITOR
WARREN COUNTY, OHIO
LEBANON, OHIO

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 1,446,505.74 DATE 11/4/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 1,796,325.57 DATE 3/15/18

FUND BALANCE NOW \$ 35,438,584.94

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

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

Resolution

Number 18-0405

Adopted Date March 20, 2018

APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor BQ
Refunds file

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

Resolution

Number 18-0406

Adopted Date March 20, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #03/15/2018 #001, #03/15/2018 #002, and #03/15/2018 #003, #03/15/2018 004, and #03/15/2018 005; said batches are attached hereto and made a part hereof.

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

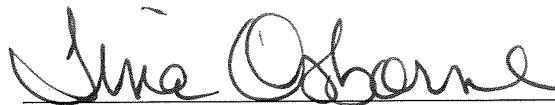
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor BQ

Resolution

Number 18-0407

Adopted Date March 20, 2018

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

\$ 7,516.05	from	#101-1110-400	(Commissioner – Purchased Services)
\$ 493.02	from	#101-2810-320	(Telecomm – Capital Purchases \$10,000 & over)
\$ 4,728.88	from	#101-2810-430	(Telecomm – Utilities)
\$ 13,305.46	from	#101-2812-400	(Telecomm – Purchased Services)
\$ 1,801.00	from	#101-5210-910	(Veterans – Other Expense)
\$ 597.00	from	#201-1111-400	(Commissioner – Purchased Services)
\$ 55,243.31	from	#205-6710-910	(BDD – Other Expense)
\$ 45,687.70	from	#218-5401-447	(BDD – Child Placement Specialized)
\$ 3,372.02	from	#237-1120-210	(Auditor – Office Supplies)
\$ 14,534.00	from	#269-1280-400	(County Court – Purchased Services)
\$ 1,206.00	from	#277-1410-320	(Probate Court – Capital Purchases \$10,000 & over)
\$ 375.00	from	#277-1410-400	(Probate Court – Purchased Services)
\$ 260.00	from	#467-3700-317	(Facilities Mngt – Capital Purchases under \$10,000)
\$ 949.71	from	#467-3725-317	(Facilities Mngt – Capital Purchases under \$10,000)
\$ 77,351.83	from	#510-3200-210	(Water/Sewer – Office Supplies)
\$ 59,355.50	from	#510-3200-317	(Water/Sewer – Capital Purchases under \$10,000)
\$ 14,787.61	from	#510-3200-400	(Water/Sewer – Purchased Services)
\$350,373.69	from	#510-3200-430	(Water/Sewer – Utilities)
\$ 73,433.17	from	#510-3209-400	(Water/Sewer – Purchased Services)
\$ 92,183.55	from	#580-3300-210	(Water/Sewer – Office Supplies)
\$ 27,604.94	from	#580-3300-400	(Water/Sewer – Purchased Services)
\$269,833.82	from	#580-3300-430	(Water/Sewer – Utilities)
\$ 10,396.68	from	#580-3300-910	(Water/Sewer – Other Expense)
\$ 20,956.21	from	#580-3309-210	(Water/Sewer – Office Supplies)
\$ 279.15	from	#650-1600-320	(Facilities Mngt – Capital Purchases)

RESOLUTION #18-0407
MARCH 20, 2018
PAGE 2

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) BQ
Appropriation Decrease file
Commissioners' file
Telecom (file)
Veterans (file)
Developmental Disabilities (file)
County Court (file)
Probate Court (file)
Facilities Management (file)
Water/Sewer (file)
OMB

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

Resolution

Number 18-0408

Adopted Date March 20, 2018

ACCEPT AMENDED CERTIFICATE DECREASE FOR WARREN COUNTY SHERIFF'S OFFICE FUND 293

WHEREAS, the anticipated revenue for Fund 293 Sheriff Grants fund has decreased by \$37,484.00; and

NOW THEREFORE BE IT RESOLVED, to accept the Amended Certificate decrease for Fund 293.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor BO
Amended Certificate file
Sheriff's Office (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

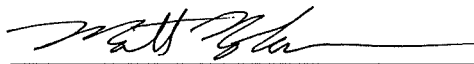
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, March 9, 2018

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2018, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2018	Taxes	Other Sources	Total
Sheriff Grants	\$7,737.00	\$0.00	\$20,800.00	\$28,537.00
Fund 293				
TOTAL	\$7,737.00	\$0.00	\$20,800.00	\$28,537.00

_____)
 _____)
)
 _____) Budget
 _____) Commission
 _____)

AMEND 18 02
 293-2500-400 (27,084.00)
 293-5200-100 (10,400.00)
 Total Decrease (37,484.00)

2018 MAR 14 AM 11:06

Resolution

Number 18-0409

Adopted Date March 20, 2018

APPROVE A SUPPLEMENTAL APPROPRIATION WITHIN ENGINEER'S OFFICE FUND #453 (OLD 122 AND TOWNSHIP LINE ROAD ROUNDABOUT PROJECT)

WHEREAS, a supplemental appropriation is necessary for the Old 122 and Township Line Road Roundabout Project; and

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

\$6,116.83 into #453-3120-320 (Capital Purchases \$10,000 and over)

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

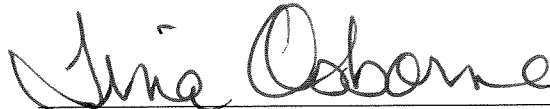
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor BQ
Supplemental App. File
Engineer (file)
OMB

Resolution

Number 18-0410

Adopted Date March 20, 2018

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT INTO JUVENILE
DETENTION ADDITION & RENOVATION FUND #496

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within
Juvenile Detention Addition & Renovation Fund #496:

\$17,274.00 into #496-3725-317 (Capital Purchases under \$10,000)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor BQ
Supplemental App. file
Juvenile (file)
OMB

Resolution

Number 18-0411

Adopted Date March 20, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO DETENTION - SHERIFF'S FUND #101-2210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Detention - Sheriff's Fund #101-2210 in order to process a vacation leave payout for Arielle Schmidt former employee of the Detention - Sheriff's Office:

\$ 2,298.10	from	#101-1110-882	(Commissioner - Vacation Leave Payout)
	into	#101-2210-882	(Detention, Sheriff -- Vacation Leave Payout)

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor BQ
Appropriation Adjustment file
Sheriff (file)
OMB

Resolution

Number 18-0412

Adopted Date March 20, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #101-2210

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Funds #101:

\$15,000.00	from	#101-2210-317	(Capital Purchases under \$10,000)
	into	#101-2210-210	(Office Supplies)

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 18-0413

Adopted Date March 20, 2018

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #03/20/2018 001, #03/20/2018 002, #03/20/2018 003, #03/20/2018 004, #03/20/2018 005, and #03/20/2018 006; said batches attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor BP

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

Resolution

Number 18-0414

Adopted Date March 20, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO GRANT A TEMPORARY RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT WITH FECON, ON BEHALF OF THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to approve and authorize the President of the Board to grant a Temporary Right of Entry and Hold Harmless agreement with Fecon, 3460 Grant Drive, Lebanon, Ohio 45036; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Fecon
Water/Sewer (file)

TEMPORARY RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT

THIS IS AN AGREEMENT, made as of the date of the last signature below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, on behalf of the Warren County Water and Sewer Department, collectively and hereinafter referred to as the "OWNER," and Fecon, 3460 Grant Drive, Lebanon, Ohio 45036, herein after referred to as "FECON."

WHEREAS, OWNER seeks tree and brush-clearing work to be performed on OWNER'S property located in Franklin, Ohio, and identified as parcel number 08-36-104-002 and Auditor account number 1414721, hereinafter referred to as the "SUBJECT PROPERTY;"

WHEREAS, the SUBJECT PROPERTY can be accessed by way of entry through OWNER'S property located at 6648 Shelly Street, Franklin, Ohio 45005, and identified as parcel number 08-36-151-008 and Auditor account number 1436724, hereinafter referred to as the "SHELLY STREET PROPERTY;"

WHEREAS, FECON has agreed to perform the work at no monetary cost to OWNER, using equipment FECON has dedicated to research and development, and OWNER has agreed to supply diesel fuel for such equipment;

OWNER and FECON, in consideration of their mutual covenants herein, enter into the following additional agreements as set forth below.

SECTION 1 – TEMPORARY RIGHT-OF-ENTRY

OWNER hereby grants a right-of-entry to FECON for good and valuable consideration, to enter upon the above-described SUBJECT PROPERTY by way of entry onto the above-described SHELLY STREET PROPERTY, with necessary personnel and machinery from the purpose of clearing of trees and brush on the SUBJECT PROPERTY.

It is understood and agreed that the work described above shall be carried out under the following terms and limitations:

- 1.1 This right-of-entry shall be effective on the date that it is executed by the OWNER and shall expire ONE YEAR after the date of execution, or upon completion of the work described above.
- 1.2 At least 24 hours prior to the undertaking of any work, representatives of FECON shall contact the OWNER, and the removal of trees, woody vegetation, or brush on any particular portion of the SUBJECT PROPERTY must first be approved by OWNER.
- 1.3 All improvements made to OWNER'S property by way of the work performed under this Agreement shall be made at the sole expense of FECON.

- 1.4 Any portion of the SHELLY STREET PROPERTY impacted by this right-of-entry shall be restored by FECON to the satisfaction of the OWNER.
- 1.5 OWNER may terminate this right-of-entry at any time with written notice of cancellation to FECON.

SECTION 2 – HOLD HARMLESS

FECON shall fully indemnify, hold harmless, defend, protect, and save OWNER 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 FECON, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this Agreement; (b) the failure of FECON, its agents, employees, licensees, contractors, or subcontractors to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of FECON, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

SECTION 3 – INSURANCE

FECON shall provide liability insurance coverage as follows:

FECON shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. FECON shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

FECON further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor 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 the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, OWNER shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

FECON shall provide OWNER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to OWNER.

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

SECTION 4 – GENERAL CONSIDERATIONS

4.1 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party for any reason upon written notice by certified mail, return receipt requested.

4.2 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.

4.3 NOTICES

All notices required to be given herein shall be in writing and shall be sent via certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Commissioners	Warren County Water & Sewer Dept.
Attn: County Administrator	Attn: Chris Brausch
406 Justice Drive	406 Justice Drive
Lebanon, Ohio 45036	Lebanon, Ohio 45036

Fecon
Attn: Tom Hover
3460 Grant Drive
Lebanon, Ohio 45036

SECTION 5 – EXECUTION

IN EXECUTION WHEREOF, FECON has caused this Agreement to be executed on the date stated below, by _____, its _____ pursuant to a corporate Resolution authorizing such act.

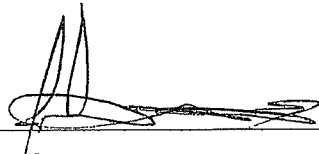
FECON

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____


Chris Brausch
CFO
3/2/2018

WARREN COUNTY

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Water and Sewer Department, the Warren County Board of Commissioners has caused this Agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution No. 18-0414, dated 3/20/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 


PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 3/20/18

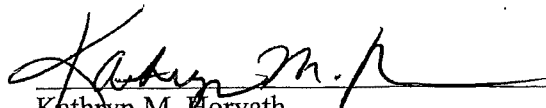
RECOMMENDED BY:

**CHRIS BRAUSCH
SANITARY SEWER ENGINEER**


Chris Brausch

APPROVED AS TO FORM:

**DAVID P. FORNSHELL
WARREN COUNTY PROSECUTOR**


Kathryn M. Horvath
Assistant Prosecuting Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed;

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2018

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

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

PRODUCER CAI Insurance Agency, Inc. 2035 Reading Road Cincinnati OH 45202-1415		CONTACT NAME: Kevln Fox PHONE (A/C, No, Ext): (513) 221-1140 FAX (A/C, No): (513) 872-7519 E-MAIL ADDRESS: kfox@cal-insurance.com															
INSURED Fecon Inc 3460 Grant Dr Lebanon OH 45036		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: THE CHARTER OAK FIRE INS CO</td> <td>25615</td> </tr> <tr> <td>INSURER B: THE PHOENIX INS CO</td> <td>25623</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D: FARMINGTON CASUALTY</td> <td>41483</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: THE CHARTER OAK FIRE INS CO	25615	INSURER B: THE PHOENIX INS CO	25623	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D: FARMINGTON CASUALTY	41483	INSURER E:		INSURER F:	
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INSURER E:																	
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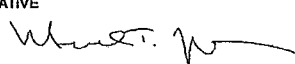
COVERAGES **CERTIFICATE NUMBER:** 17-18 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		6308F701816	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			8108F879145	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP8F879145	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 15,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 15,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB8F879145	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Warren County Board of Commissioners & Warren County Water and Sewer Department are additional insured for General Liability on a primary & noncontributory basis as required by signed contract.

CERTIFICATE HOLDER Warren County Board of Commissioners Warren County Water and 406 Justice Drive Lebanon OH 45036	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Resolution

Number 18-0415

Adopted Date March 20, 2018

A RESOLUTION MAKING FINDINGS AND DETERMINATIONS AS PERMITTED IN SECTION 3735.65 TO 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND DESCRIBING THE BOUNDARIES OF A "COMMUNITY REINVESTMENT AREA" AND DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM.

WHEREAS, the Warren County Board of County Commissioners desires to pursue all reasonable and legitimate incentive measures to assist in encouraging housing maintenance and economic and community development in areas that have not enjoyed reinvestment by remodeling or new construction; and

WHEREAS, a survey of housing has been made as specified in section 3735.66 of the Ohio Revised Code; and

WHEREAS, areas were found that contain housing facilities, or structures of historical significance, and wherein new housing construction and repair of existing facilities or structures are discouraged; and

WHEREAS, the maintenance and construction of structures in such areas would serve to encourage economic stability, maintain real property values, and generate new employment opportunities;

NOW, THEREFORE, BE IT RESOLVED, BY THE WARREN COUNTY BOARD OF COMMISSIONERS:

SECTION 1. That for purposes of fulfilling the requirements set forth under Section 3735.65 to 3735.70, inclusive, of the Ohio Revised Code, the Board establishes "Grandin Road Community Reinvestment Area".

SECTION 2. That the boundaries of "Grandin Road Community Reinvestment Area" are listed as Exhibit A.

SECTION 3. That within "Grandin Road Community Reinvestment Area" tax exemptions for improvements to real property as described in Section 3735.67 of the Ohio Revised Code will be granted for fifteen (15) years for the construction of every dwelling, commercial or industrial structure as described in division C of Section 3735.67.

SECTION 4. That to administer and implement the provisions of this resolution, Matthew Schnipke, is designated as the Housing Officer as described in Sections 3735.65-66 of the Ohio Revised Code.

SECTION 5. That the effective date of this Resolution will be thirty (30) days after final approval.

RESOLUTION #18-0415
MARCH 20, 2018
PAGE 2

SECTION 6. That a copy of this Resolution will be forwarded to the Warren County Auditor by the Board Clerk for information and reference.

SECTION 7. That the Board reserves the right to re-evaluate the designation of "Grandin Road Community Reinvestment Area" after five (5) years at which time the Board may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the Ohio Revised Code.

SECTION 8. That this Board finds that the area included within the foregoing description as "Grandin Road Community Reinvestment Area" is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged.

SECTION 9. The clerk of the Board of Commissioners is directed to publish this Resolution in a newspaper of general circulation in the County, once a week for two (2) consecutive weeks immediately following its adoption.


SECTION 10. That the Board of County Commissioners shall cause a Housing Council as described in Section 3735.69 of the Ohio Revised Code to be appointed.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Economic Development (file)

Exhibit A

LEGAL DESCRIPTION

COMMUNITY REINVESTMENT AREA NO. _____

178.309 Acres

Situated in Hamilton Township, Warren County, Ohio, being part of Military Surveys No. 1547 and No. 1548, and being more particularly bounded and described as follows:

Beginning for reference at a spike at the northeast corner of Military Survey No. 1548, being also the intersection of the centerlines of Grandin Road (County Road 150) and State Route 48;

Thence with the centerline of Grandin Road South 89° 41' 00" West 1,332.64 feet to the northeast corner of a 62.8121 acre tract of land as recorded in OR Volume 5758 page 397, all references to the Warren County Recorder's Office, said northeast corner being the TRUE POINT of BEGINNING for the tract herein described;

Thence with the east line of said 62.8121 acre tract for the following five courses:

1. South 1° 18' 20" East 870.02 feet to a point;
2. North 89° 40' 25" East 60.00 feet to a point;
3. South 1° 18' 20" East 1,029.13 feet to a point;
4. South 89° 27' 35" West 45.44 feet to a point;
5. South 34° 32' 25" East 130.68 feet to the southeast corner of said 62.8121 acre tract;

Thence with the south line of said 62.8121 acre tract for the following two courses:

1. South 89° 27' 35" West 1,435.00 feet to a point;
2. South 89° 02' 30" West 878.74 feet to the southwest corner of said 62.8121 acre tract;

Thence with the west line of said 62.8121 acre tract and the west line of a 30.0002 acre tract of land as recorded in the same OR Volume 5758 page 397, for the following two courses:

1. North 0° 55' 10" West 1,000.02 feet to a corner common to both tracts;
2. North 0° 55' 10" West 1,022.62 feet to the northwest corner of said 30.0002 acre tract, in the centerline of Grandin Road and in the south line of the McNk Properties Subdivision as recorded in Plat Book 81 page 98;

Thence with said centerline and the south line of said Subdivision South 89° 23' 07" West 619.40 feet to the southwest corner of said Subdivision;

Thence with the west line of Subdivision for the following six courses:

1. North 0° 36' 52" West 125.49 feet to a point;
2. Along the arc of a curve to the right having a radius of 155.00 feet for a distance of 21.22 feet, said arc having a central angle of 7° 50' 34" and a chord bearing North 26° 32' 15" East 21.20 feet to a point;

1541

COMMUNITY REINVESTMENT AREA ESTABLISHMENT

Following is a thumbnail sketch for establishing a Community Investment Area (CRA):

1. Determine the area where you want the CRA to be located. It must have a minimum of two structures within the area, and one must be a residence.
2. Conduct a housing survey of the area. The area must include specific evidence of disinvestment in the structures located there. For example: houses that are in disrepair (i.e. poor roofing, siding falling off, and porches coming off of the houses). Basically, evidence that the structures have not been kept up. Then, write a narrative about the conditions of the area and photos with addresses of the structures in need of repair.
3. Once the area is determined and the survey is done, the local legislative body must pass its legislation to create the CRA. City or Village Councils can do this within their corporate limits, and County Commissioners must do it for areas in townships. Keep in mind that if your area wants to offer an exemption for residential projects, the incentive rate and incentive term must be specifically spelled out in the legislation.
4. The enabling legislation must then be published in a newspaper of general circulation once a week for two consecutive weeks per the requirements of the Ohio Revised Code. The entire body of the legislation must be published.
5. After the legislation is passed and published, the CRA Petition for Confirmation must be filled out. A copy is included in your package.
6. Submit the petition and all supporting documentation including municipal and county (if applicable) legislation, map and matching written description, to the Ohio Development Services Agency (ODSA) at the following address:

Ohio Development Services Agency
Office of Strategic Business Investments, Tax Incentive Section
77 S. High St. PO Box 1001
Columbus, Ohio 43216-1001

7. Once this information has been received by ODSA it will be reviewed for compliance with the legal requirements of the program.
8. Once the requirements have been met, the CRA Confirmation Certificate will be sent to the Director of ODSA for signature.
9. After the Director of ODSA has confirmed the area, then the local jurisdiction can begin offering tax incentives to projects.

If you have any additional questions regarding this procedure or the requirements to establish a CRA, please the Office of Strategic Business Investments, Tax Incentives Section at (614) 466-2317.



PURSUANT TO OHIO REVISED CODE SECTIONS 3735.65 ET SEQ., APPLICANTS SHALL PROVIDE THE FOLLOWING INFORMATION: (Completion of ALL questions is required)

1. Name of proposed Community Reinvestment Area (CRA): Grandin Road
2. Applicant:
a. Name ² :
b. Address:
c. County (if municipal applicant):
d. Chief Executive of Applicant:
3. Designated Housing Officer ³ :
a. Name/Title:
b. Organization:
c. Address:
d. Email ⁴ :
e. Telephone Number:
f. Fax Number:
4. Total population of the municipality or township applicant:
5. Total population for the proposed CRA:
6. Total number of residences in the proposed CRA:

7. If the applicant has any other active CRAs, attach a listing of each CRA including the name, date of creation, and date of any and all amendments. Additionally, attach a map of the applicant's jurisdiction showing all active CRAs. If the proposed CRA will combine multiple pre-existing CRAs, will excise territory out of an existing CRA, or will otherwise cause an existing CRA to cease to exist, provide the name, date of creation, and date of any and all amendments of such CRA(s).
Label this as "Attachment A."
8. Attach a copy of the housing survey⁵ documenting the finding that the area designated as the CRA "...is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged." The survey must provide both a statement of general conditions of the area as well as specific locations and conditions fulfilling the standard set forth within ORC § 3735.65(B). Housing surveys often include supplemental information such as pictures or local building department records that support the findings.
Label this as "Attachment B."
9. Attach a certified copy of the local legislative authorization, which may be either an ordinance or resolution that authorizes the creation of this CRA⁶. The proper authority must certify each ordinance/resolution. **Label this as "Attachment C."**
10. Attach evidence that the local legislation was published in a newspaper of general circulation once a week for two consecutive weeks immediately following its adoption per ORC Section 3735.06. **Label this as "Attachment D."**

1. This form should be used for both the creation of new CRAs as well as the amendment of pre-existing CRAs.
 2. Only municipal corporations or counties, acting on behalf of townships, may enact Community Reinvestment Areas. See ORC § 3735.66.
 3. The CRA Housing Officer is responsible for the local administration of the program. The CRA Housing Officer typically is, but is not required to be, an employee of the enacting political subdivision.
 4. The Ohio Development Services Agency uses email to distribute important annual report information and bulletins.
 5. A Housing Survey is required pursuant to ORC § 3735.66. A sample housing survey can be found on the Ohio Development Services Agency's CRA page at: http://development.ohio.gov/files/bs/SHS_youngstown.pdf
 6. This resolution or ordinance should be from the applicant. Boards of Township Trustees frequently do pass resolutions of support when its county enacts a CRA on their behalf, but such resolution or ordinances of support are not required.

3. North 30° 27' 30" East 532.73 feet to a point;
4. Along the arc of a curve to the right having a radius of 455.00 feet for a distance of 147.58 feet, said arc having a central angle of 18° 35' 01" and a chord bearing North 39° 45' 00" East 146.93 feet to a point;
5. Along the arc of a curve to the left having a radius of 395.00 feet for a distance of 346.82 feet, said arc having a central angle of 50° 18' 28" and a chord bearing North 23° 53' 15" East 335.79 feet to a point;
6. North 1° 16' 00" West 182.42 feet to the northwest corner of said Subdivision;

Thence along the north line of said Subdivision North 89° 41' 00" East 1,553.05 feet to the northeast corner of said Subdivision;

Thence along the east line of said Subdivision South 5° 00' 08" East 6.23 feet to the northwest corner of a 16.777 acre (net) tract of land as recorded in Book 147 page 26, Warren County Records;

Thence with the north line of said 16.777 acre tract North 89° 42' 01" East 654.49 feet to the northeast corner of said tract;









Thence with the east line of said tract for the following three courses:

1. South 5° 03' 41" East 763.95 feet to a point;
2. South 83° 56' 19" West 124.57 feet to a point;
3. South 5° 03' 41" East 421.24 feet to the southeast corner of said 16.777 acre tract, in the centerline of Grandin Road and the north line of said 62.8121 acre tract;


Thence with the centerline of Grandin Road and the north line of said 16.777 acre tract North 89° 41' 00" East 140.65 feet to the TRUE POINT of BEGINNING, containing 178.309 Acres, more or less, and subject to all legal easements and restrictions of record.

Exhibit B



- | | | | | |
|--|-------------------|---|---|----------|
|  | CRA | Roads |  | State |
|  | Corporation Lines |  | County | Township |
|  | CRA_Parcels |  | Interstate | US |
|  | Parcels |  | Municipal | |

Warren County, Ohio
Customized Property Map



Project: 18-002
Date: 3/9/2018

1 inch = 500 feet

11. Attach a map(s) of the proposed CRA which clearly outlines:
 - a. The boundary of the local legislative authority⁷ Label this as "Attachment E-1";
 - b. The boundary of the proposed CRA Label this as "Attachment E-2";
 - c. The current zoning map⁸ Label this as "Attachment E-3";
 - d. Existing major industries (only required if the CRA is permitted to consider industrial/commercial projects) Label this as "Attachment E-4";
 - e. Vacant land available for development Label this as "Attachment E-5"; and
 - f. The boundary of all school districts affected by the CRA Label this as "Attachment E-6";
12. Attach a written description of the proposed CRA boundary (not a legal description). Examples should include street boundaries or parcel numbers. The description must conform to the information on the map of the proposed CRA depicting the boundary. Label this as "Attachment F"
13. School District/Board of Education Participation:
 - a. Identify each Board of Education with jurisdiction within the area designated as the proposed CRA. Label this as "Attachment G";
 - b. Attach evidence that each Board of Education listed in Attachment G has been informed of the CRA program requirements as well as their rights to: 1) notice of exemptions; 2) review/approval authority for commercial/industrial agreements; 3) meeting requests; and 4) income tax sharing. (The Ohio Development Services Agency suggests a certified letter to the President of the Board of Education.) Label this as "Attachment H-1"
 - c. Proposed CRAs within municipalities that levy a municipal income tax should consider developing a procedure in conjunction with the Board of Education(s) to allow for income tax sharing on projects. Attach a copy of the procedure, if one exists. This requirement applies only to city, local, or exempted village school districts and not to joint vocational school districts⁹. Label this as "Attachment H-2."
 - d. Outline involvement of Board of Education in the CRA program and any negotiated revenue sharing agreements with the applicant. (Optional – Board of Education Resolution) – Label this as "Attachment H-3."
14. Attach a list of contact people including the name, title, address, and phone numbers for the following¹⁰:
 - a. The county auditor;
 - b. The township clerk and trustees for each participating township;
 - c. All county commissioners (for county-designated areas);
 - d. The city/village, mayor/CEO, or administrator for each participating municipality;
 - e. The superintendent, or other authorized official, of each school district listed in requirement 13a of this petition;
 - f. The state representative(s) for the territory covered by the proposed CRA; and
 - g. The state senator(s) for the territory covered by the proposed CRA. Label this as "Attachment I."

This petition is authorized to be submitted to the Ohio Development Services Agency. All information contained herein is accurate to the best of my knowledge.

 Signature Municipal/CEO President
 of the Board of County Commissioners

 Date:

Ohio Development Services Agency
 (800) 848-1300
www.development.ohio.gov

7. If a county is the applicant, this map should only be of the affected township.
8. Participating jurisdictions are required to supply an updated zoning map when zoning changes occur on parcels within the CRA. See ORC §3736.66 (6th fl).
9. For more information about Joint Vocational School District rights, please see Ohio Attorney General's Opinion 2000-030. This is available at: <http://www.ohioattorneygeneral.gov/getattachment/08fab61d-49dd-4a66-b5d1-fa1c9459a3a9/2000-030.aspx>
10. If the Ohio Development Services Agency confirms the findings for the proposed CRA, the original confirmation of findings will be sent to the CRA Housing Officer. Each of the people listed in Attachment I (if applicable) will receive notification as well.



**Development
Services Agency**

The Ohio Community Reinvestment Area Program (CRA)

Procedures for Enacting a New CRA Exemption

Ohio Development Services Agency
(800) 848-1300
www.development.ohio.gov



Development Services Agency

John R. Kasich, Governor

David Goodman, Director

CRA Practitioners:

The following memorandum shall out lay the procedures for enacting a Community Reinvestment Area (CRA) tax exemption to a business pursuant to Ohio Revised Code (ORC) Section 3735.65 et seq. The decision to participate in the CRA Program is voluntary and decisions to grant individual taxpayers exemptions from taxation are similarly voluntary. For more information about the purpose, goals, and requirements of the CRA Program, please refer to the "CRA Program Summary" and the "Area Establishment Process" which are located on the Ohio Development Services Agency's CRA website. The Ohio Development Services Agency (Development) provides regulatory oversight to the CRA Program and provides advice to communities about effective strategies and best practices, but is not a party to the real property tax exemption.

This memorandum will begin by describing the typical process for granting a CRA tax exemption and will then break down each step in an effort to unearth the various regulatory and policy considerations that should be considered at each step. While this analysis will not provide an exhaustive list of the factors that might be considered, it is an effort to assist communities in eluding common pitfalls observed in the granting of CRAs as well as to apprise communities of their responsibilities as they participate in the program.

Before continuing, it is appropriate to note that many individuals refer to CRA tax exemptions as abatements. This memorandum shall avoid the use of the term abatement because the CRA statutes refer to the exemption of taxation; however abatement is a common word in CRA parlance and does accurately describe what is occurring (the amount of taxes that CRA recipient will pay is less than the normal rate of taxation). In your local practice it may be helpful to refer to CRA exemptions as abatements so as to avoid confusion with Tax Increment Financing (TIF) which also is statutorily defined as an exemption from taxation, but is actually a redirection of Incremental taxes (using a payment in lieu of taxes) to finance public infrastructure.

Finally, the CRA Program is a flexible program that has many rules that apply in certain circumstances and not in others. While it is the responsibility of each participating local jurisdiction to follow all of the rules governing the program, Development is aware questions will arise. Development's staff members are available to answer questions not addressed in this memorandum and are focused on providing local communities with advice to advance their local economic development goals. For this reason, practitioners are encouraged to call (614) 466-2317 if you need assistance.

Regards,

Staff
Office of Strategic Business Investments

77 South High Street
P.O. Box 1001
Columbus, Ohio 43216-1001 U.S.A. 614 | 466 2480
800 | 848 1300
www.development.ohio.gov

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services

The typical process for granting a CRA exemption is as follows:

1. The business applicant obtains and completes a CRA application.
2. The local jurisdiction determines if there are any eligibility concerns or relocation related issues.
3. The local jurisdiction assembles its own "negotiation committee" to determine if a CRA exemption is warranted for the proposed project, and if so, how much exemption is appropriate.
4. The local jurisdiction creates a draft CRA tax exemption agreement in accordance with the relevant sections of the ORC and the local enabling legislation.
5. If necessary, relocation notices are sent out to the affected communities with the application and draft agreement.
6. The affected school board(s) and joint vocational school district(s) are provided written notice of the intent of the local jurisdiction to enter into a CRA agreement. This letter may ask for the affected school board's consent if it is required.
7. Once all of the relevant notice periods have concluded, and if necessary school board approval has been obtained, a local jurisdiction may enact a resolution or ordinance that approves the granting of a CRA tax exemption and authorizes a local official to sign the CRA agreement.
8. The agreement is executed by all the relevant parties.
9. All of the materials associated with procuring the CRA agreement (application, notices, approvals, local legislation, and agreement) and an application fee (presently \$750) are sent within 15 days of the passage of the legislation to the Ohio Development Services Agency, care of the Office of Strategic Business Investments at 77 South High Street, PO Box 1001, Columbus, Ohio 43216-1001.
10. Development shall review the information and enter the agreement into its system. At that time, the CRA Housing Officer will receive an email indicating that the agreement has been entered. This email should not be construed as a legal approval from Development or the State of Ohio.
11. The local jurisdiction shall transmit a copy of the CRA agreement to the county auditor and order that the property, consistent with the CRA agreement, be placed on the non-taxable list.
12. The business may begin construction of its facility.

Detailed Analysis of Steps to Enact a CRA Agreement:

1. The business applicant obtains and completes a CRA application.

The purpose of the application is for the business applicant to describe the project to the community so that it can evaluate the business's eligibility, identify project issues, and determine whether this project merits a CRA tax exemption. It is noteworthy that the purpose of the CRA Program is to provide real property tax incentives in order to induce economic activity and job growth that would not have otherwise occurred in the absence of the incentive. This means that not every applicant must, or even should, receive a CRA tax exemption. The application is a crucial document, because it is a written certification of what the community can expect to receive should it offer a tax subsidy to the project.

Development has supplied a sample application on its website, and while communities are free to customize their own applications, they are encouraged to check with Development about deviations from the sample application. There are certain questions that Development will require to be answered in order for the CRA Program to remain sanctioned in a particular jurisdiction. The application must be signed by an authorized agent of the business applicant.

Many communities may have guidelines or other policies upon which they will grant CRA exemptions and, therefore, it may be appropriate to include additional questions to the application to collect the information necessary to make a decision about what, if any, exemption is appropriate.

2. The local jurisdiction determines if there are any eligibility concerns or relocation related issues.

Once a business applicant has supplied an application, the community must determine whether the business is eligible. Common items that render a business applicant ineligible are: 1) the property is not within the boundaries of the CRA; 2) the applicant is not proposing to create or retain at least two employees (Development interprets ORC § 3735.671 as requiring the creation or retention of at least two jobs); 3) the business, its successor, or related member has, within the last five years, closed a facility in the State of Ohio that was subject to a CRA tax exemption or an exemption under the Ohio Enterprise Zone Program (See ORC § 3735.671(E)); 4) the project's use is not consistent with the local zoning regulations; or 5) the project does not meet a requirement imposed by the local enabling legislation.

If it is determined that the business applicant is eligible, then it must be determined whether or not the project comprises a relocation within the meaning of the CRA statutes. A relocation occurs when a business moves jobs or assets from one Ohio political subdivision to another. The full definition of relocation and the requirements surrounding CRA relocations can be found in Ohio Administrative Code Section 122:9-1-02. The determination as to whether a project is a relocation project is crucial. If it is determined at a later date that a project is in fact a relocation, and the community and applicant did not follow the correct procedures, the applicant's CRA exemption will be voided. If a local jurisdiction has questions regarding the CRA relocation provisions, it is encouraged to contact the Office of Strategic Business Investments.

3. The local jurisdiction assembles its own "negotiation committee" to determine if a CRA exemption is warranted for the proposed project, and if so, how much exemption is appropriate.

How communities arrive at the decision to offer a CRA tax exemption varies widely throughout the State of Ohio, and Development has observed that there is not one method that works best for every community in the state. The composition of negotiating committees must balance the need to make decisions quickly versus including important public constituencies early in the process. The best negotiating committees balance these two often competing influences in a manner that is consistent with the shared values of the community regarding tax exemptions.

Development strongly encourages all CRA practitioners to establish professional relationships with all of the school district treasurers within their jurisdiction. While school superintendents are the CEO of the school district, the impact of the tax exemption upon school districts is typically best understood by the school district treasurers. CRA strategies often center on structuring deals that enable the community to win projects in a way that best benefits the school districts, because school districts are the largest recipient of the real property tax dollars that are being exempted.

Common members of negotiating committees include CRA Housing Officers, school district officials, elected officials, county economic development professionals, county auditors, local business owners, and interested citizens that understand taxation and economic development. Having a broad range of represented interests on the negotiating committee serves to aid in making decisions that reflect the community's values. Business applicants will regularly ask for the maximum amount of tax exemption regardless of the merits of their project, therefore having a strong negotiation committee helps to determine what amount of subsidy, if any, is appropriate. CRA practitioners that shoulder all the responsibilities in the negotiating process report to Development that they often feel pressure to offer a level of incentive that the applicant requests, lessening their ability to consider important secondary impacts of the exemption on local competing businesses, school district funding, and the cost of public infrastructure improvements that will be necessary to complete the project.

Negotiating committees should establish a list of both quantitative (amount of investment, number of jobs created, amount of infrastructure costs, etc.) and qualitative (catalytic impact of project, type of jobs created, adherence to established community development plan, etc.) factors that will influence what amount of tax exemption is appropriate and then produce procedures for how to quickly gather the necessary data and make a decision. Development does observe that there are instances in which an applicant would prefer to have a quick answer with fewer subsidies than a drawn out process that is more lucrative. Participating communities should be deliberate in their use of the taxpayers' money, but also shouldn't reinvent the wheel each time an application is filed.

4. The local jurisdiction creates a draft CRA tax exemption agreement in accordance with the relevant sections of the ORC and the local enabling legislation.

CRA practitioners are encouraged to seek the advice of legal counsel in the creation of contractual commitments and the drafting of a CRA contract is no exception. Communities should consider placing adequate safeguards in the contract to protect its interest in new employment should the company not meet the project parameters that it suggested in its application. The statutes that govern the CRA Program do not mandate any "clawback" provisions that require business applicants to repay tax savings if they do not meet their employment and investment commitments in order to maximize flexibility, but communities should consider the inclusion of provisions which safeguard the taxpayers' interests. Additionally, many communities require CRA recipients to be members of local business groups or community associations. Such provisions are acceptable, however, it is important to note that fees associated with a CRA agreement must be used exclusively to finance the local operation of the program and should not be considered general revenue.

5. If necessary, relocation notices are sent out to the affected communities with the application and draft agreement.

Relocation notices are required if either assets or personnel are moved from any Ohio jurisdiction to another Ohio jurisdiction. A relocation notice must strictly comply with the requirements of ORC § 3735.673. The letter should provide ample information for the affected community to understand what business is moving, why they are moving, when the tax exemption will be offered, and a copy of the contract that the community wishes to execute. These letters are an important part of the programmatic framework and are not a mere professional courtesy granted to neighboring jurisdictions. Failure to provide timely notice to all affected communities may void the CRA exemption and may result in other sanctions from Development. If you have questions about the relocation provisions, please consult with Development's staff.

The use of incentives to transfer a business from one Ohio jurisdiction to another is one of the most controversial aspects of the CRA Program. The General Assembly spoke directly to this issue in ORC § 5709.671:

"...Such authority is not intended by the General Assembly to be exercised if not necessary to achieve such a result, nor is it intended to be exercised for the purpose of transferring employment from one political subdivision in this state to another if such exercise does not result in a net increase in or retention of employment in this state."

For this reason, communities are encouraged to work with businesses that are relocating, but to be mindful of the costs that were borne by the jurisdiction that the business is leaving. It may be appropriate to provide additional safeguards to your community if you are working with a business that has a history of moving from one jurisdiction to another. This is especially true if the business will require substantial infrastructure improvements in order to relocate (should the business leave in the future, the community will still have to finance and maintain this infrastructure) or will occupy a building that is unique to a specific industry (should the business leave it may be challenging to obtain a new user for the structure). While the prospect of winning a project is exciting, communities must consider how the deal will affect their community's long-term position.

6. The affected school board(s) and joint vocational school district(s) are provided written notice of the intent of the local jurisdiction to enter into a CRA agreement. This letter may ask for the affected school board's consent if it is required.

Each CRA agreement, at a minimum requires that notice be sent to every affected school district and joint vocational school district that will be affected by the tax exemption. See ORC § 5709.83. This notice must be delivered not less than 14 calendar days prior to the date in which your jurisdiction will first consider the passage of legislation to enter into a CRA contract. During the notice period, your jurisdiction must meet with the affected school board if they request a meeting. While this requirement is statutory, it is also common sense. CRAs are most effective in communities in which the CRA jurisdiction and the affected school board have a shared vision of economic development.

Beyond notice, some CRA agreements require that the affected school district consent to the tax exemption. The general rule that is the affected school board(s) must consent to or approve a CRA exemption that is greater than 50 percent; however, ORC § 3735.671(A)(2)(a)-(c) provides for three off-sets that could eliminate the need for that approval. Alternately, some communities choose to have the affected school board consent to every CRA exemption regardless of the amount offered.

If a school board is called upon to consent to a tax exemption, it is afforded a longer notice period of 45 business days. If the school board(s) fail to act within that time, silence is interpreted to mean a failure to consent. If a school board does consent to an exemption, they must do so by a formal resolution. The resolution should also waive any remaining notice to which they are entitled unless there is a reason to allow for the full-notice period.

7. Once all of the relevant notice periods have concluded, and if necessary school board approval has been obtained, a local jurisdiction may enact a resolution or ordinance that approves the CRA tax exemption and authorizes a local official to sign the CRA agreement.

Each CRA contract must be legislatively authorized by either a municipal council or county government (if the land is in a township) in a public meeting. Communities should follow local practices regarding notice to the public of the meeting, emergency procedures, etc. The copy of the legislation that is sent to Development must be certified by the clerk of the legislative authority as being a true and accurate copy.

It is a best practice to include the procedural history of the exemption in the "whereas" portion of the ordinance/resolution, as it is not uncommon for a given business to amend a CRA agreement or to have multiple CRA agreements over time. Providing the procedural history makes it much easier to ensure that all of the parties are discussing the same project.

8. The agreement is executed by all the relevant parties.

While this may seem self-explanatory, it is important to note that the best practice is to have both the owner of the real estate and the entity that will create the jobs (if different) sign the document as parties to the agreement. The inclusion of both parties has several benefits: 1) it aids in the collection of required annual reporting information; 2) it protects the community against inadvertent violations of the CRA relocation provisions; 3) it provides a contractual remedy to recapture (commonly referred to as "clawback") incentive dollars should an applicant not meet their contractual commitments; and 4) it informs the public about which entities are actually receiving the benefit of the CRA exemption.

If the project is occurring in a township, the township trustees may sign the agreement, but the legally required signature must come from the board of county commissioners. Townships cannot legally create CRAs and must rely upon the authority granted to boards of county commissioners in order to participate.

9. All of the materials associated with procuring the CRA agreement (application, notices, approvals, local legislation, and agreement) and an application fee (presently \$750) are sent within 15 days of the passage of the legislation to the Ohio Development Services Agency, care of the Office of Strategic Business Investments at 77 South High Street, PO Box 1001, Columbus, Ohio 43216-1001.

If you have been working with a particular member of Development's staff, you may send the package of materials to that person at the address above in order to expedite the process. Development runs numerous programs and therefore failing to indicate a specific office or staff member may slow our ability to examine the materials.

Development charges a fee to accept these materials to compensate for the time needed to review the initial application materials as well as the time needed to facilitate the annual reporting of this agreement. Development will not begin its review of any submitted materials until it has received an application fee. The fee is not refundable in instances in which the project ultimately does not move forward.

10. Development shall review the information and enter the agreement into its system. At that time the CRA Housing Officer will receive an email indicating that the agreement has been entered. This email should not be construed as a legal approval from Development or the State of Ohio.

Development strives to review all CRA agreements within five business days of receipt. Our goal in the review is to identify any statutory problems with the exemption and propose solutions, when possible. In this role, Development operates as both a regulator and an adviser. Our goal is to ensure that your community can grant the exemption if it is permissible by statute.

For this reason, it is imperative that you provide Development with all the relevant information as soon as possible. As is noted below, if construction begins on the project and a problem is identified, the exemption may become void. Development understands that all business applicants attempt to convey a sense of urgency to receive all the required approvals and checks and, therefore, place pressure on communities to work quickly. If a project must be given special immediate attention, let us know, as we never want our review to compromise a project.

11. The local jurisdiction shall transmit a copy of the CRA agreement to the county auditor and order that the property, consistent with the CRA agreement, be placed on the non-taxable list.

The CRA Housing Officer should contact the local county auditor and familiarize themselves with the procedures that the county auditor employs to make a parcel of land tax exempt. Auditors may need additional information beyond what is described above in order to place the property on the tax exempt list and Development defers to county auditor on such issues. In order to provide the best customer service to your clients, it is important that you understand the remaining steps that must occur once the exemption leaves your hands. Additionally, Development observes that county auditors are often the best record keepers and advisers regarding tax exemptions, therefore, forming a good professional relationship with auditor is strongly encouraged. The auditor views every tax exemption in the county and is the chairperson of your jurisdiction's Tax Incentive Review Council that will annually examine the performance of the exemptions that your community grants under the CRA Program.

12. The business may begin construction of its facility.

If any improvements are made prior to the execution of the CRA agreement, the exemption may be rendered void. As a CRA practitioner, it is imperative that you warn applicants against the desire to start a project prematurely. If a business is insistent that it must begin construction before all the necessary steps are completed, it is a strong signal that a CRA exemption is not necessary. Remember, a CRA is designed to facilitate economic activity and job growth that would not have otherwise occurred, and if a business cannot wait for these statutorily required steps, it is likely that it is going to proceed with the project even without the CRA tax subsidy.

END OF DOCUMENT



November 14, 2001

Mr. Guy York
Arthur Andersen LLP
Suite 400
720 East Pete Rose Way
Cincinnati, Ohio 45202

Dear Mr. York:

Attached is a copy of Warren County Commissioner's Resolution No. 01-1868, Amend "Community Reinvestment Area #2".

As you can see from "Exhibit A", all of the Rippe's property has been included in the "CRA#2" boundaries.

If in the future you should happen to be involved with development of any of the land within the "CRA#2" boundaries, please notify me early on so I can be aware of the project.

Additionally, should you be involved with a company that might be seeking tax incentives through the Enterprise Zone (EZ) Program, I need to become involved very early on, as you know any abatement through the EZ Program must be granted before construction can begin.

It has been a pleasure working with you and thank you for your assistance and patience over the last several months.

Sincerely,

Karen Garrett
Director

Attachment

Resolution

Number 01-1868

Adopted Date November 6, 2001

REGIONAL PLANNING COMMISSION

AMEND "COMMUNITY REINVESTMENT AREA #2"

WHEREAS, the Warren County Board of County Commissioners desires to pursue all reasonable and legitimate incentive measures to assist in encouraging economic and community development in areas that have not enjoyed reinvestment; and

WHEREAS, the maintenance and construction of structures in such areas would serve to encourage economic stability, and generate new employment opportunities; and

WHEREAS, that for purposes of fulfilling the requirements set forth under Sections 3735.65 to 3735.70, inclusive, of the Ohio Revised Code, the Board established, on December 31, 1985, by Resolution No. 85-891, "Community Reinvestment Area #2"; and

WHEREAS, the Board desires to add additional land to "Community Reinvestment Area #2"; and

BE IT RESOLVED, by the Warren County Board of Commissioners:

Section 1: That for purposes of fulfilling the requirements set forth under Sections 3735.65 to 3735.70, inclusive, of the Ohio Revised Code, the Board hereby resolves that additional acres of land shall be added to "Community Reinvestment Area #2".

Section 2: That the boundaries of "Community Reinvestment Area #2" are amended as shown on the attached Exhibit A.

Section 3: That within "Community Reinvestment Area #2" tax exemptions for improvements to real property as described in Section 3735.67 of the Ohio Revised Code will be granted for fifteen (15) years for the construction of every commercial or industrial structure as described in division C of Section 3735.67.

Section 4: That to administer and implement the provisions of this Resolution, the Director of the Warren County Office of Economic Development is designated as the Housing Office, as described in Sections 3735.65-66 of the Ohio Revised Code.

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

Mr. Kilburn - yea
Mr. Crisenbery - yea
Mrs. South - yea

Resolution adopted this 6th day of November, 2001.

CERTIFIED COPY
WARREN COUNTY COMMISSIONERS

Resolution No. 01-1868

Date Adopted 11-6-2001

Tina Davis
Clerk

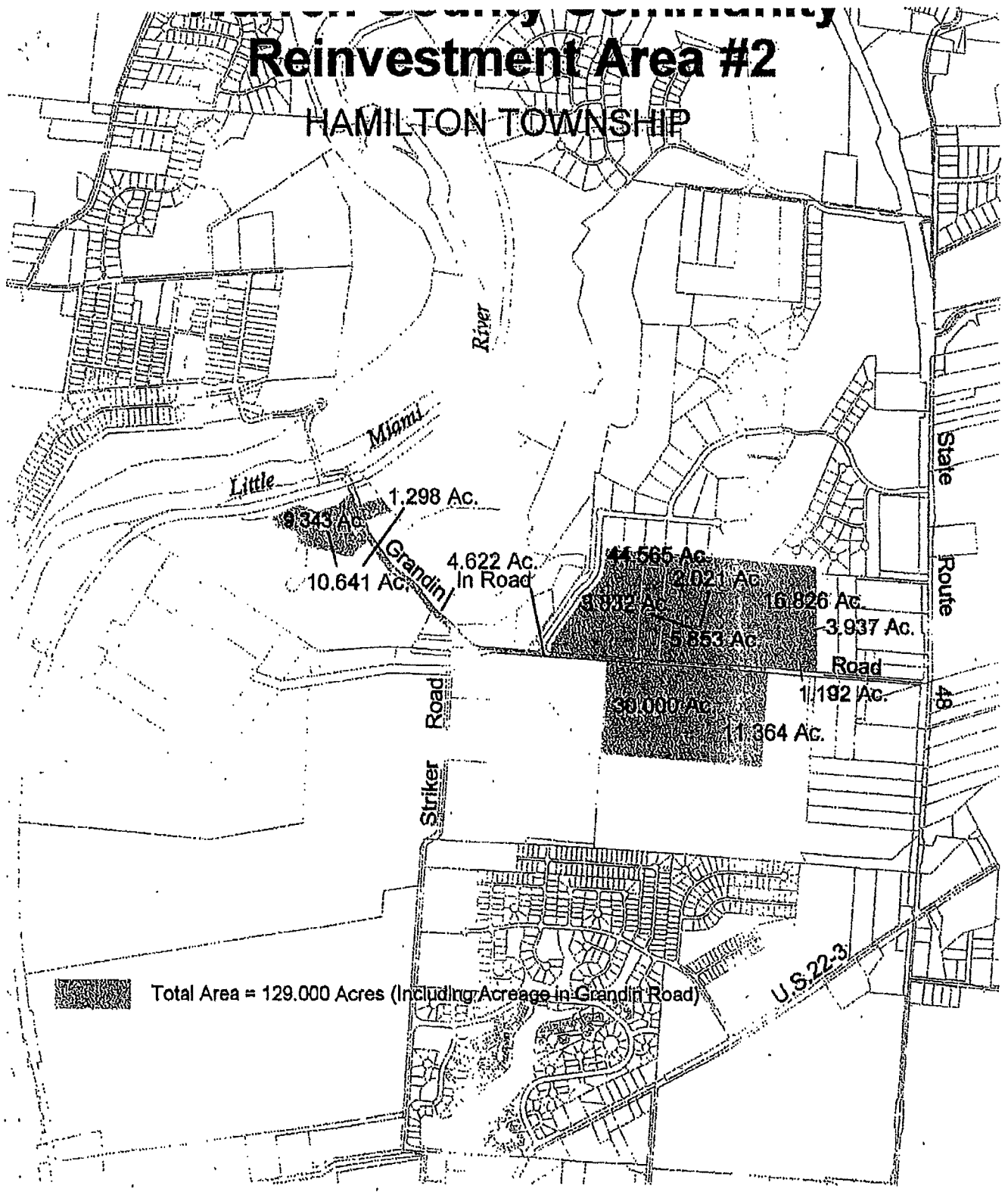
BOARD OF COUNTY COMMISSIONERS


Tina Davis
Tina Davis, Clerk

cc: Ohio Department of Development (file)
Nick Nelson
Hamilton Township Trustees
Karen Garrett

Reinvestment Area #2

HAMILTON TOWNSHIP



 Total Area = 129.000 Acres (Including Acreage in Grandin Road)

All Cities (/) / Ohio (/city/Ohio.html), Ohio smaller cities (/city/Ohio2.html), Ohio smallest towns (/city/Ohio3.html)

/ Warren County, OH

Warren County, Ohio (OH)

Like 2 people like this. Sign Up to see what your friends like.

County population in 2016: 227,063 (83% urban, 17% rural); it was 158,383 in 2000
 County owner-occupied with a mortgage or a loan houses and condos in 2010: 49,139
 County owner-occupied free and clear houses and condos in 2010: 11,004
 County owner-occupied houses and condos in 2000: 43,953
 Renter-occupied apartments: 16,281 (it was 12,013 in 2000)
 % of renters here: 21%
 State: 32%
 Land area: 400 sq. mi.

Water area: 7.5 sq. mi.

Population density: 568 people per square mile (high).

Mar. 2016 cost of living index in Warren County: 90.8 (less than average, U.S. average is 100)

We are giving away a \$200 prize - enter simply by sending us your own pictures of this county!

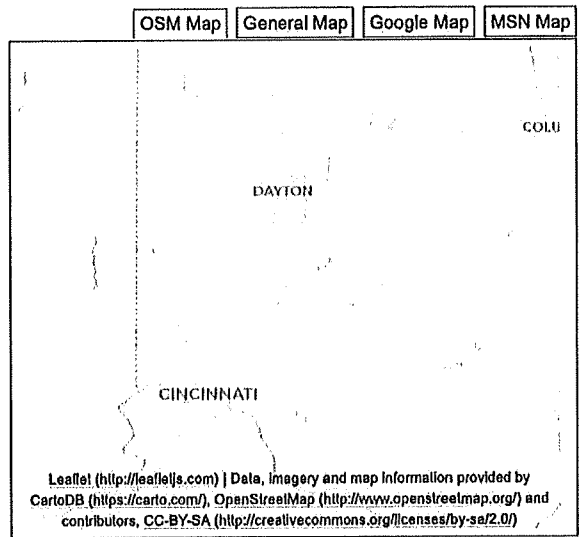
Click here to upload your Warren County photos (outside city limits) (/sendpicAny.php?coname=Warren%20County&stater=OH)

Industries providing employment: Professional, scientific, management, administrative, and waste management services (30.7%), Finance, insurance, real estate, and rental and leasing (17.0%), Manufacturing (11.3%), Educational, health and social services (10.3%).

Type of workers:

- Private wage or salary: 77%
- Government: 2%
- Self-employed, not incorporated: 20%
- Unpaid family work: 1%

Warren County, Ohio business data: stores, dealers, real estate agents, wholesalers, restaurants... (/business2/econ-Warren_County-OH.html)



Most recent value

Data: Median household Income (\$) % change since 2k Options

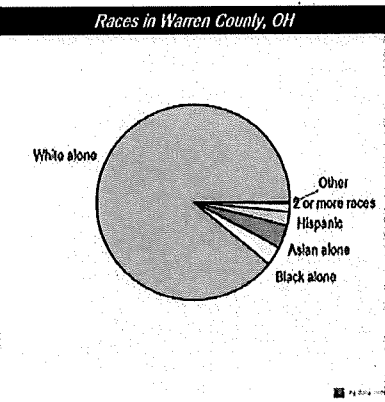
Find City, State, County or Zip Code Get link

Leaflet (http://leafletjs.com) | Data, Imagery and map information provided by CartoDB (https://carto.com/), OpenStreetMap (http://www.openstreetmap.org/) and contributors, CC-BY-SA (http://creativecommons.org/licenses/by-sa/2.0/)

Displaying: block groups. Zoom out and pan to view other areas

Based on 2000-2016 data

\$NaN



Races in Warren County, Ohio:

- White Non-Hispanic Alone (86.8%)
- Asian alone (5.1%)
- Black Non-Hispanic Alone (3.4%)
- Hispanic or Latino (2.6%)
- Two or more races (1.6%)
- Some other race alone (0.4%)

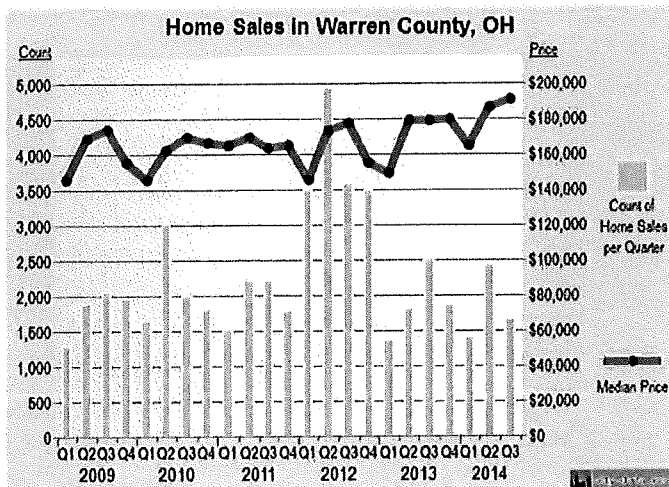
Median resident age: 39.0 years
 Ohio median age: 39.3 years

Males: 114,367 (50.4%)
 Females: 112,696 (49.6%)



Recent posts about Warren County, Ohio on our local forum (/forum/ohio/) with over 2,000,000 registered users. Warren County is mentioned 655 times on our forum:

- Streetcar skeptic to believer (<http://www.city-data.com/forum/cincinnati/2640691-streetcar-skeptic-believer-53.html#post48237043>) (879 replies)
- Opinions from transplants to Cincinnati wanted (<http://www.city-data.com/forum/cincinnati/2744223-opinions-transplants-cincinnati-wanted-7.html#post47803910>) (137 replies)
- Dayton bizarre/weird/messed up/! news thread (<http://www.city-data.com/forum/dayton/1921800-dayton-bizarre-weird-messed-up-amp-news-thread-25.html#post44123471>) (241 replies)
- Dayton Development Thread (<http://www.city-data.com/forum/dayton/1709803-dayton-development-thread-127.html#post40591543>) (1651 replies)
- What do you think of Miamisburg and Springboro...northern Warren County? (<http://www.city-data.com/forum/dayton/1825599-what-do-you-think-miamisburg-springboro-northern-warren-county.html>) (19 replies)
- Cincinnati Racist? (<http://www.city-data.com/forum/cincinnati/2277813-cincinnati-racist-10.html#post43005542>) (103 replies)



Average household size:

Warren County: 2.0 people
 Ohio: 2 people

Estimated median household income in 2016: \$80,207 (\$57,952 in 1999)

This county: \$80,207
 Ohio: \$52,334

Median contract rent in 2016 for apartments: \$766 (lower quartile is \$615, upper quartile is \$1,069)

This county: \$766
 State: \$614

Estimated median house or condo value in 2016: \$216,700 (it was \$142,500 in 2000)

Warren: \$216,700
 Ohio: \$140,100
 Lower value quartile - upper value quartile: \$154,800 - \$322,600

Mean price in 2016:

Detached houses: \$265,381

Here: \$265,381

State: \$180,767

Townhouses or other attached units: \$180,281

Here: \$180,281

State: \$157,588

In 2-unit structures: \$104,995

Here: \$104,995

State: \$135,691

In 3-to-4-unit structures: \$146,264

Here: \$146,264

State: \$122,936

In 5-or-more-unit structures: \$122,961

Here: \$122,961

State: \$140,420

Mobile homes: \$104,338

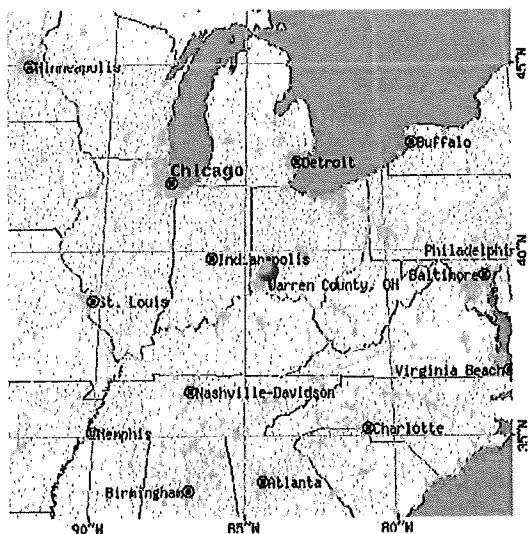
Here: \$104,338

State: \$48,655

Median monthly housing costs for homes and condos with a mortgage: \$1,605

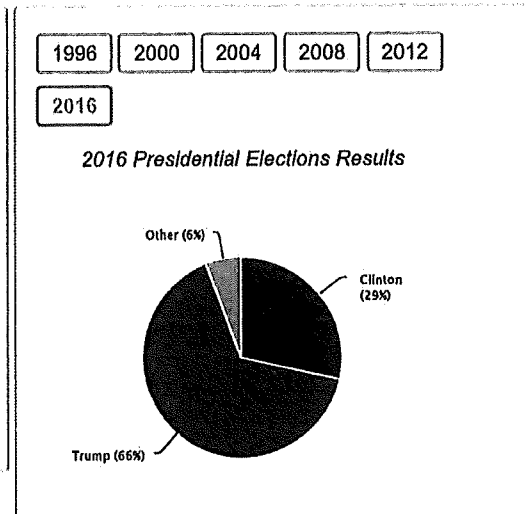
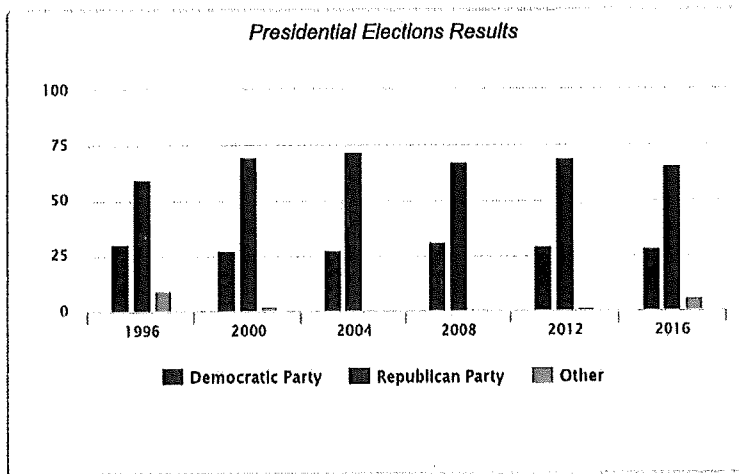
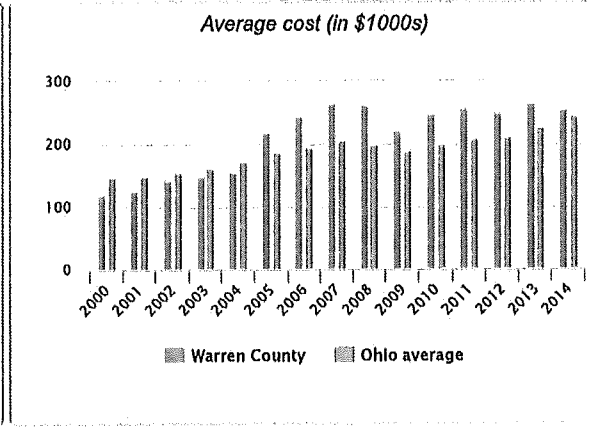
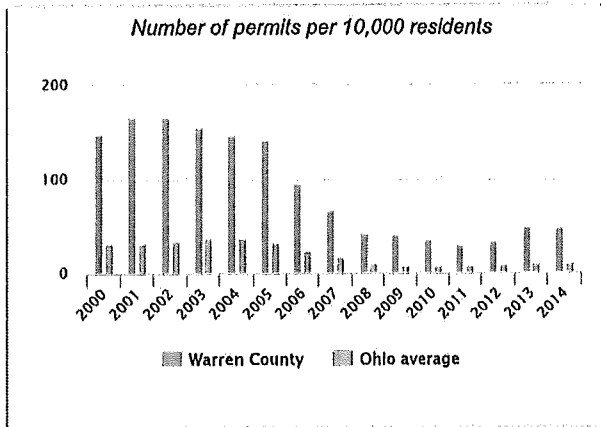
Median monthly housing costs for units without a mortgage: \$572

Institutionalized population: 5,650

**Single-family new house construction building permits:**

- 2000: 2353 buildings, average cost: \$119,800
- 2001: 2649 buildings, average cost: \$128,400
- 2002: 2650 buildings, average cost: \$144,400
- 2003: 2467 buildings, average cost: \$148,700
- 2004: 2328 buildings, average cost: \$156,200
- 2005: 2241 buildings, average cost: \$218,600
- 2006: 1524 buildings, average cost: \$243,800
- 2007: 1081 buildings, average cost: \$264,400
- 2008: 683 buildings, average cost: \$262,100
- 2009: 664 buildings, average cost: \$220,100
- 2010: 573 buildings, average cost: \$247,500
- 2011: 484 buildings, average cost: \$255,600
- 2012: 557 buildings, average cost: \$249,000
- 2013: 796 buildings, average cost: \$263,800

- 2014: 783 buildings, average cost: \$255,200



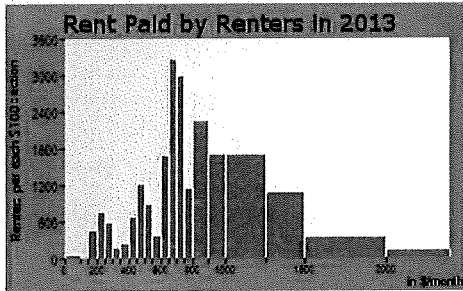
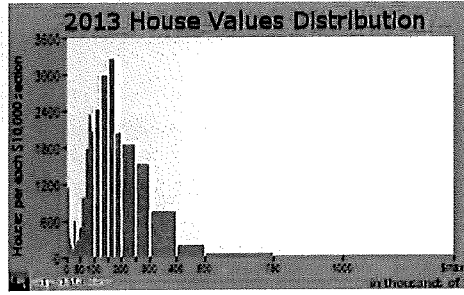
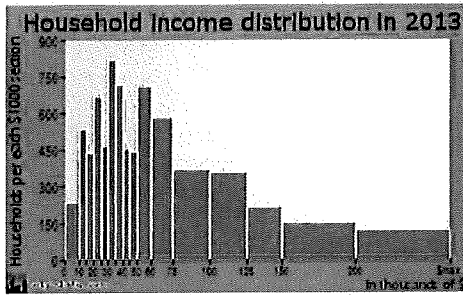
Graphs represent county-level data. Detailed 2008 Election Results (/elec08/WARREN-OHIO.html)

Arrest Records: 2 Secrets

Find Addresses, Phone Numbers, Felonies, Traffic Records, DUIs and Much More! instantcheckmate.com



Median real estate property taxes paid for housing units with mortgages in 2016: \$3,480 (1.5%)
 Median real estate property taxes paid for housing units with no mortgage in 2016: \$3,027 (1.6%)



Percentage of residents living in poverty in 2016: 4.9%

Warren County: 4.9%

Ohio: 14.6%

(4.8% for White Non-Hispanic residents, 11.9% for Black residents, 5.1% for Hispanic or Latino residents, 43.8% for American Indian residents, 3.9% for other race residents, 5.6% for two or more races residents)

Median age of residents in 2016: 39.0 years old

(Males: 37.7 years old, Females: 40.6 years old)

(Median age for: White residents: 40.9 years old, Black residents: 26.6 years old, American Indian residents: 38.7 years old, Asian residents: 34.7 years old, Hispanic or Latino residents: 28.0 years old, Other race residents: 35.4 years old)

Area name: Cincinnati-Middleton, OH-KY-IN HUD Metro FMR Area

Fair market rent in 2006 for a 1-bedroom apartment in Warren County is \$506 a month.

Fair market rent for a 2-bedroom apartment is \$655 a month.

Fair market rent for a 3-bedroom apartment is \$877 a month.

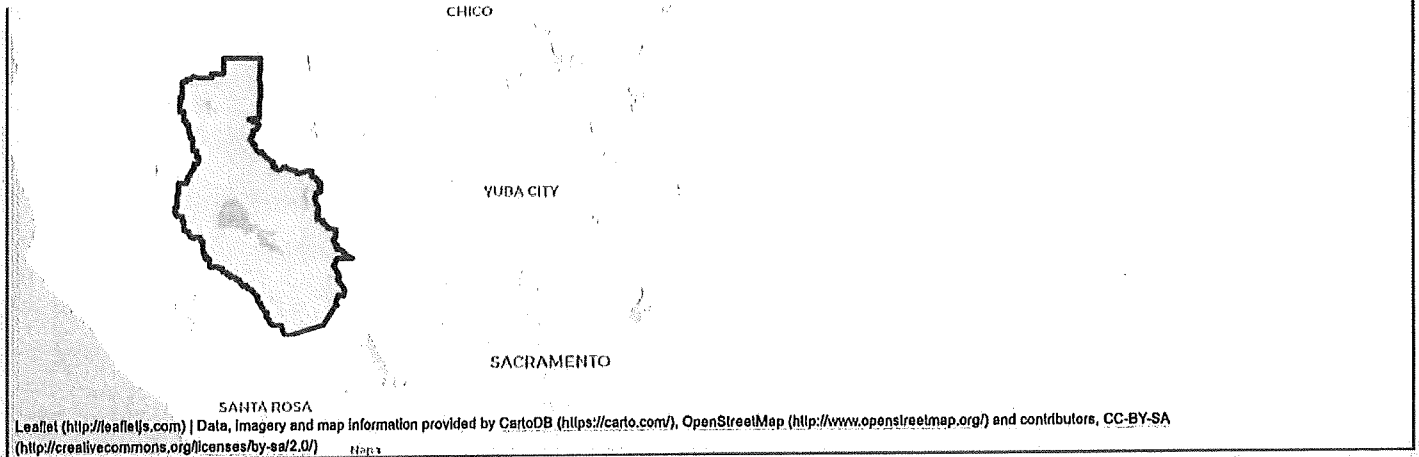
Cities in this county include: [Mason \(/city/Mason-Ohio.html\)](#), [Lebanon \(/city/Lebanon-Ohio.html\)](#), [Landen \(/city/Landen-Ohio.html\)](#), [Springboro \(/city/Springboro-Ohio.html\)](#), [Franklin \(/city/Franklin-Ohio.html\)](#), [Carlisle \(/city/Carlisle-Ohio.html\)](#), [Waynesville \(/city/Waynesville-Ohio.html\)](#), [South Lebanon \(/city/South-Lebanon-Ohio.html\)](#), [Five Points \(/city/Five-Points-Ohio.html\)](#), [Loveland Park \(/city/Loveland-Park-Ohio.html\)](#).

Warren County has a predicted average indoor radon screening level greater than 4 pCi/L (pico curies per liter) - **Highest Potential**

Zip Code	City	Tests	Max concentration	Min concentration	Arithmetic mean	Geometric mean	Standard deviation	Coefficient of variation	Mean concentration	First quartile	Third quartile
45005	Franklin	405	66.1	0.1	7.02	3.8	8.54	121.69	4.20	1.90	8.40
45034	Kings Mills	13	6.9	0.1	2.2	1.37	1.94	88.04	1.80	0.63	3.13
45036	Lebanon	398	34.8	0.1	4.06	2.54	4.25	104.67	3.00	1.50	5.10
45039	Malneville	317	219	0.1	4.95	2.58	14.23	287.55	2.70	1.40	4.98
45040	Mason	608	44.1	0	4.1	2.34	5.15	125.57	2.70	1.30	5.00
45054	Oregonia	28	12.6	0.1	4.35	2.62	3.47	79.59	3.65	1.30	5.70
45065	South Lebanon	47	34	0.2	4.32	2.81	5.13	118.58	3.40	1.88	5.03
45066	Springboro	454	37.6	0.1	4.16	2.62	4.69	112.68	2.90	1.40	5.10
45068	Waynesville	179	31.3	0.1	4.86	3.13	4.92	101.34	3.70	1.50	6.63
45152	Morrow	82	30.1	0.1	4.45	2.5	5.2	116.83	2.65	1.10	6.45
45162	Pleasant Plain	26	6.4	0.2	1.78	1.33	1.44	80.68	1.10	0.80	2.55

All concentrations are in units of pico-Curies of radiation per liter of air (pCi/l).

Local government website: www.co.warren.oh.us (<http://www.co.warren.oh.us>)

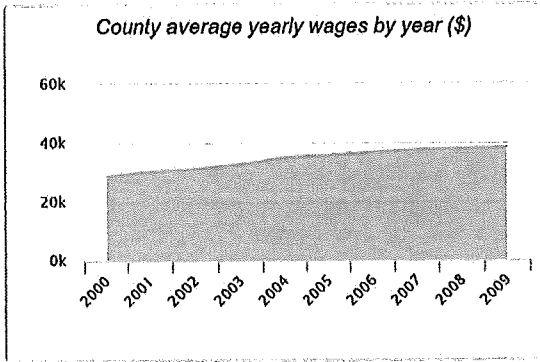
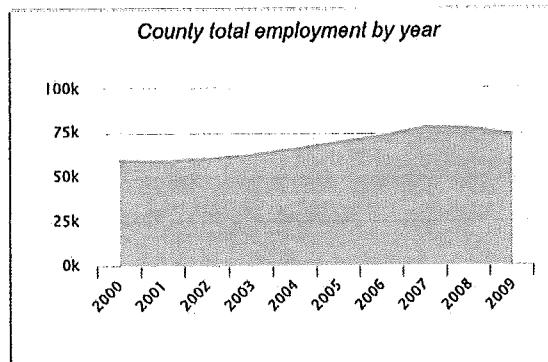
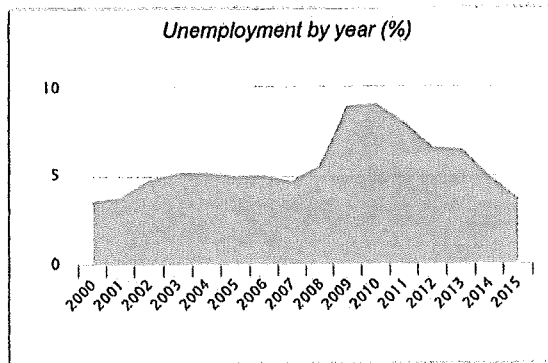


[Click to draw/clear Warren County borders](#)

Neighboring counties: [Sanpete County, Utah \(/county/Sanpete_County-UT.html\)](/county/Sanpete_County-UT.html) ←, [Gallatin County, Kentucky \(/county/Gallatin_County-KY.html\)](/county/Gallatin_County-KY.html) ↗, [Leavenworth County, Kansas \(/county/Leavenworth_County-KS.html\)](/county/Leavenworth_County-KS.html) ←, [Osage County, Kansas \(/county/Osage_County-KS.html\)](/county/Osage_County-KS.html) ←, [Switzerland County, Indiana \(/county/Switzerland_County-IN.html\)](/county/Switzerland_County-IN.html) ↗, [Republic County, Kansas \(/county/Republic_County-KS.html\)](/county/Republic_County-KS.html) ←.

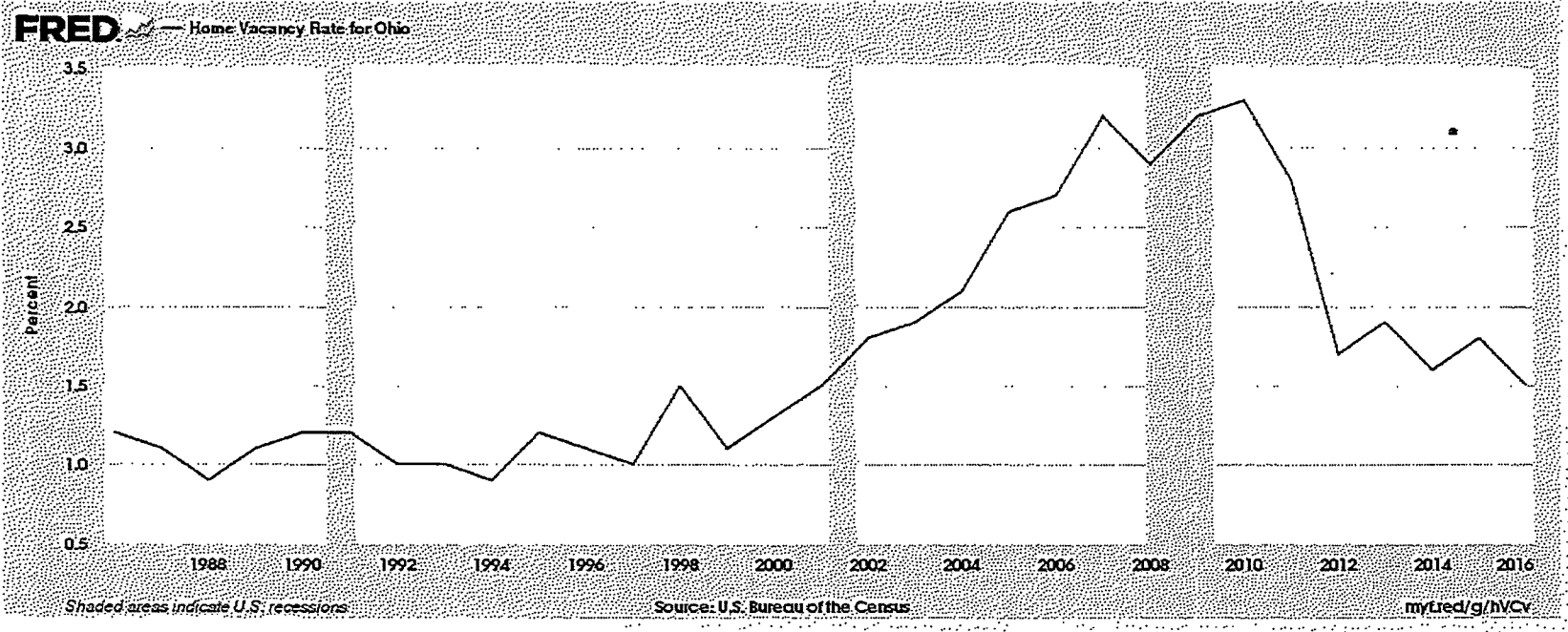
Unemployment in September 2015:

Here: 3.6%
Ohio: 4.3%



Current college students: 5,886
 People 25 years of age or older with a high school degree or higher: 92.7%
 People 25 years of age or older with a bachelor's degree or higher: 42.9%

Number of foreign born residents: 14,187 (71.0% naturalized citizens)
 Warren County: 6.2%
 Whole state: 4.4%





Demographic and Income Profile

Hamilton township, OH
 Hamilton township, OH (3916533068)
 Geography: County Subdivision

Warren County GIS Department

Summary	Census 2010	2016	2021
Population	23,556	26,069	28,073
Households	8,508	9,397	10,121
Families	6,764	7,381	7,903
Average Household Size	2.77	2.77	2.77
Owner Occupied Housing Units	7,750	8,412	9,031
Renter Occupied Housing Units	758	985	1,090
Median Age	35.5	36.5	37.6

Trends: 2016 - 2021 Annual Rate	Area	State	National
Population	1.49%	0.24%	0.84%
Households	1.50%	0.30%	0.79%
Families	1.38%	0.15%	0.72%
Owner HHs	1.43%	0.24%	0.73%
Median Household Income	1.29%	2.30%	1.89%

Households by Income	2016		2021	
	Number	Percent	Number	Percent
<\$15,000	353	3.8%	322	3.2%
\$15,000 - \$24,999	529	5.6%	448	4.4%
\$25,000 - \$34,999	400	4.3%	351	3.5%
\$35,000 - \$49,999	930	9.9%	442	4.4%
\$50,000 - \$74,999	2,161	23.0%	2,777	27.4%
\$75,000 - \$99,999	1,253	13.3%	1,461	14.4%
\$100,000 - \$149,999	1,758	18.7%	1,889	18.7%
\$150,000 - \$199,999	939	10.0%	1,189	11.7%
\$200,000+	1,074	11.4%	1,241	12.3%
Median Household Income	\$80,211		\$85,527	
Average Household Income	\$108,313		\$117,429	
Per Capita Income	\$39,102		\$42,386	

Population by Age	Census 2010		2016		2021	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	2,196	9.3%	2,216	8.5%	2,274	8.1%
5 - 9	2,230	9.5%	2,456	9.4%	2,420	8.6%
10 - 14	1,701	7.2%	2,397	9.2%	2,634	9.4%
15 - 19	1,149	4.9%	1,540	5.9%	2,136	7.6%
20 - 24	744	3.2%	928	3.6%	997	3.6%
25 - 34	3,547	15.1%	2,797	10.7%	2,412	8.6%
35 - 44	3,937	16.7%	4,546	17.4%	4,710	16.8%
45 - 54	3,200	13.6%	3,375	12.9%	3,937	14.0%
55 - 64	2,605	11.1%	2,834	10.9%	2,858	10.2%
65 - 74	1,516	6.4%	1,947	7.5%	2,268	8.1%
75 - 84	601	2.6%	818	3.1%	1,142	4.1%
85+	130	0.6%	216	0.8%	284	1.0%

Race and Ethnicity	Census 2010		2016		2021	
	Number	Percent	Number	Percent	Number	Percent
White Alone	22,320	94.8%	24,395	93.6%	25,927	92.4%
Black Alone	455	1.9%	593	2.3%	738	2.6%
American Indian Alone	30	0.1%	38	0.1%	45	0.2%
Asian Alone	305	1.3%	461	1.8%	623	2.2%
Pacific Islander Alone	7	0.0%	7	0.0%	8	0.0%
Some Other Race Alone	106	0.4%	143	0.5%	177	0.6%
Two or More Races	333	1.4%	433	1.7%	556	2.0%
Hispanic Origin (Any Race)	458	1.9%	647	2.5%	821	2.9%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021.

February 16, 2017

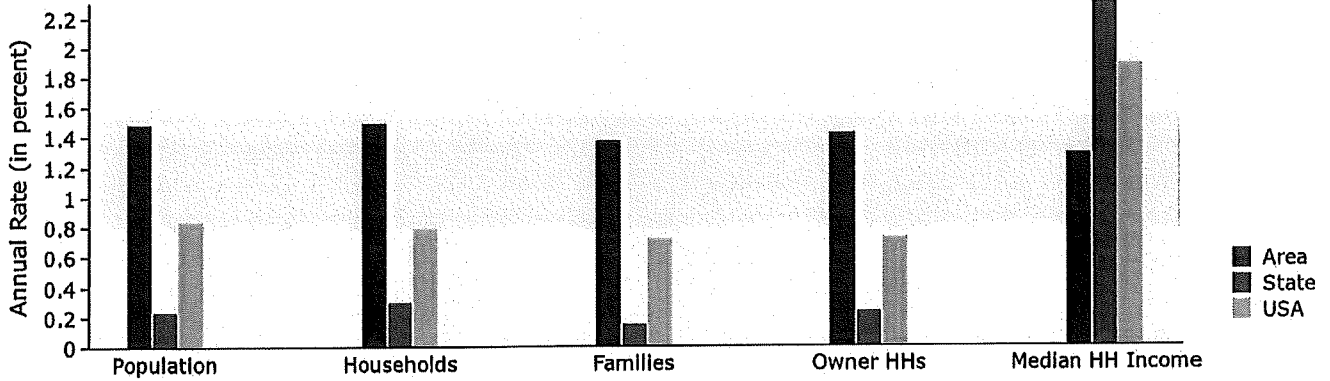


Demographic and Income Profile

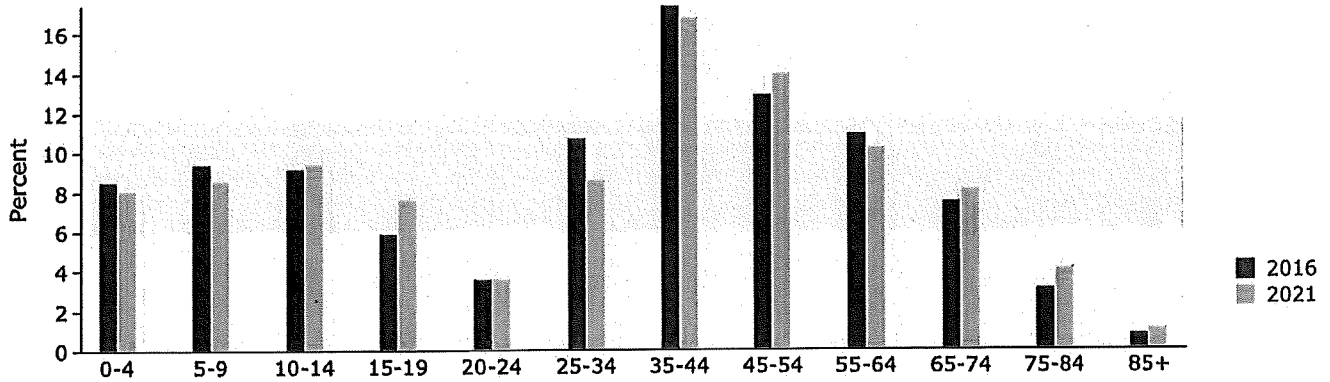
Hamilton township, OH
 Hamilton township, OH (3916533068)
 Geography: County Subdivision

Warren County GIS Department

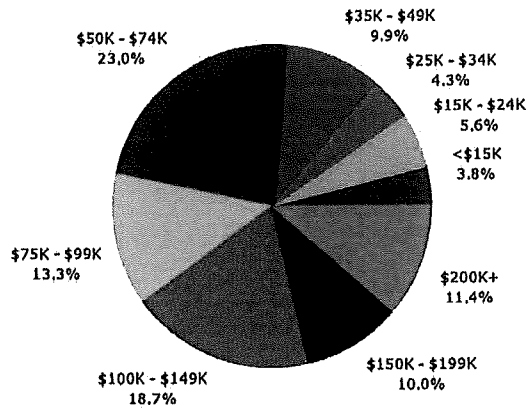
Trends 2016-2021



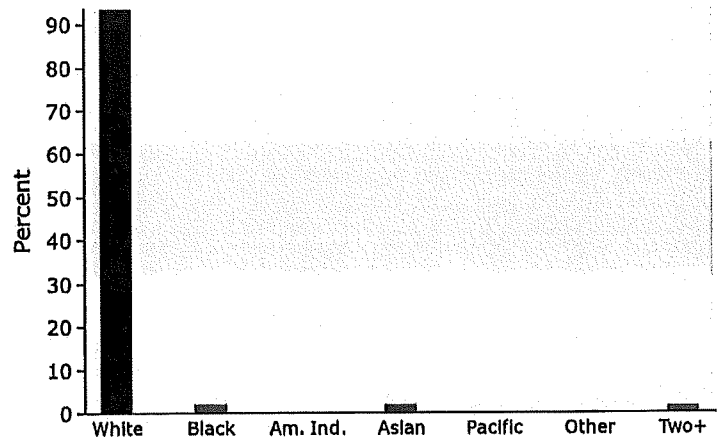
Population by Age



2016 Household Income



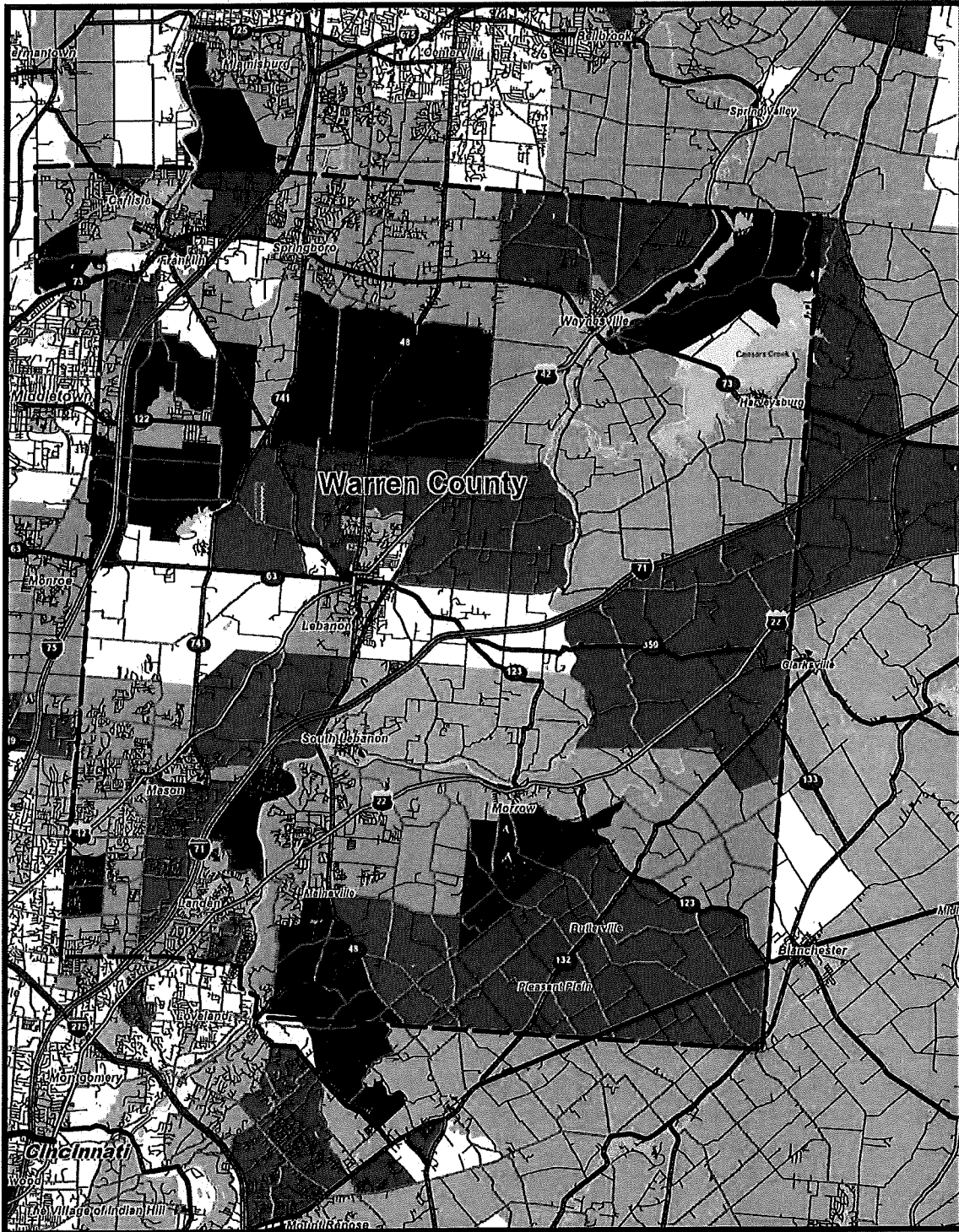
2016 Population by Race



2016 Percent Hispanic Origin: 2.5%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021.

Five Year Population Growth Total % - Warren County, Ohio



Warren County

Five Year Population Growth Total %

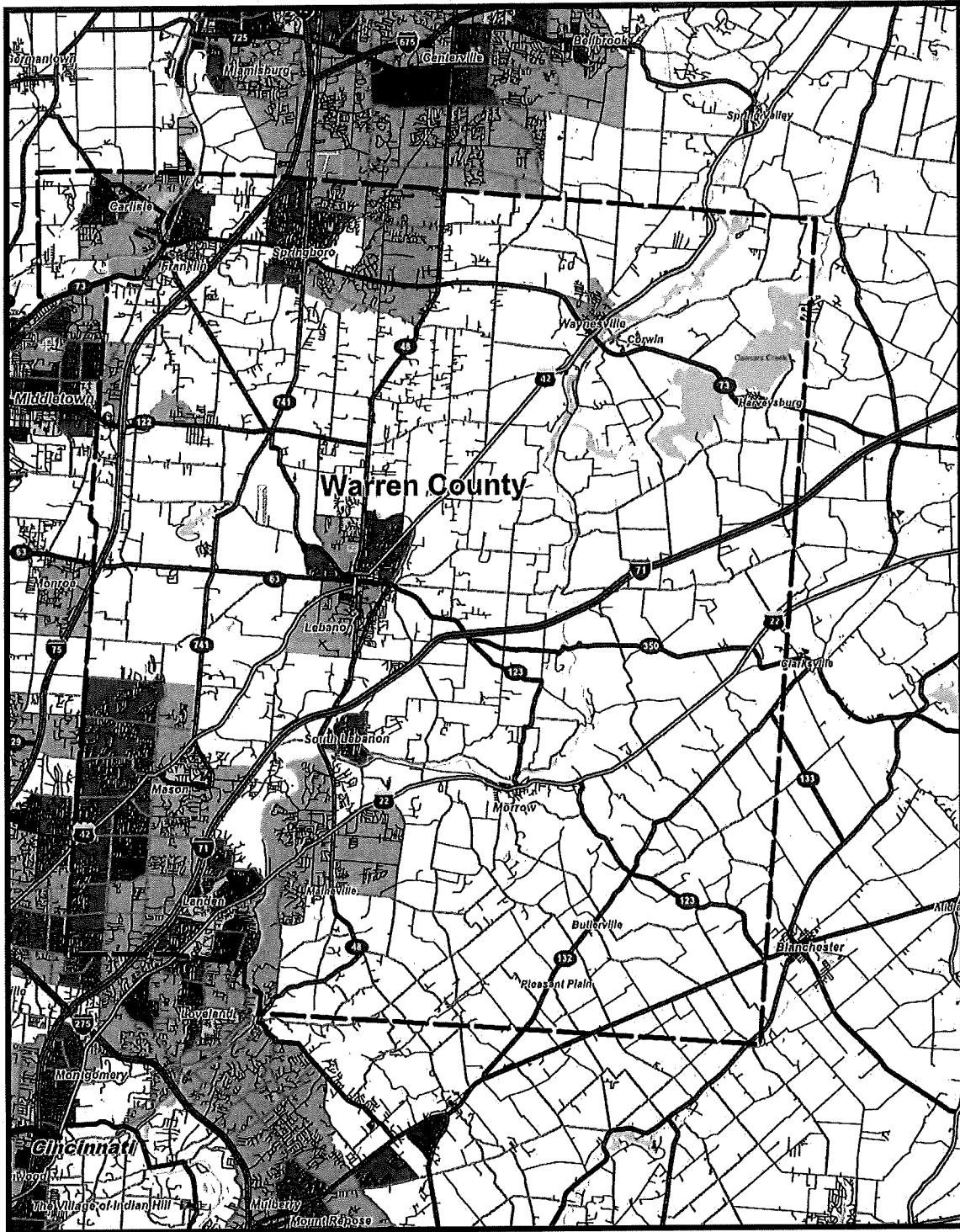
Office of
Economic Development

**5 Yr Pop Growth (Total%)
By Block Groups**

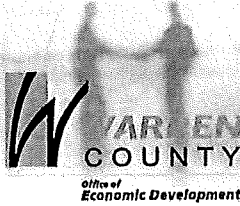
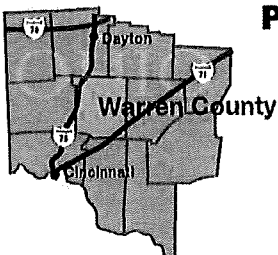
- 20% +
- 15% to 20%
- 8% to 15%
- 0% to 8%
- -.% to 0%

406 JUSTICE DRIVE N LEBANON, OHIO 45036 N T 513.925.2090 N F 513.925.2054 N WWW.CO.WARREN.OH.US/WCOED/

Population Density - Warren County, Ohio



Population Density Per Square Mile

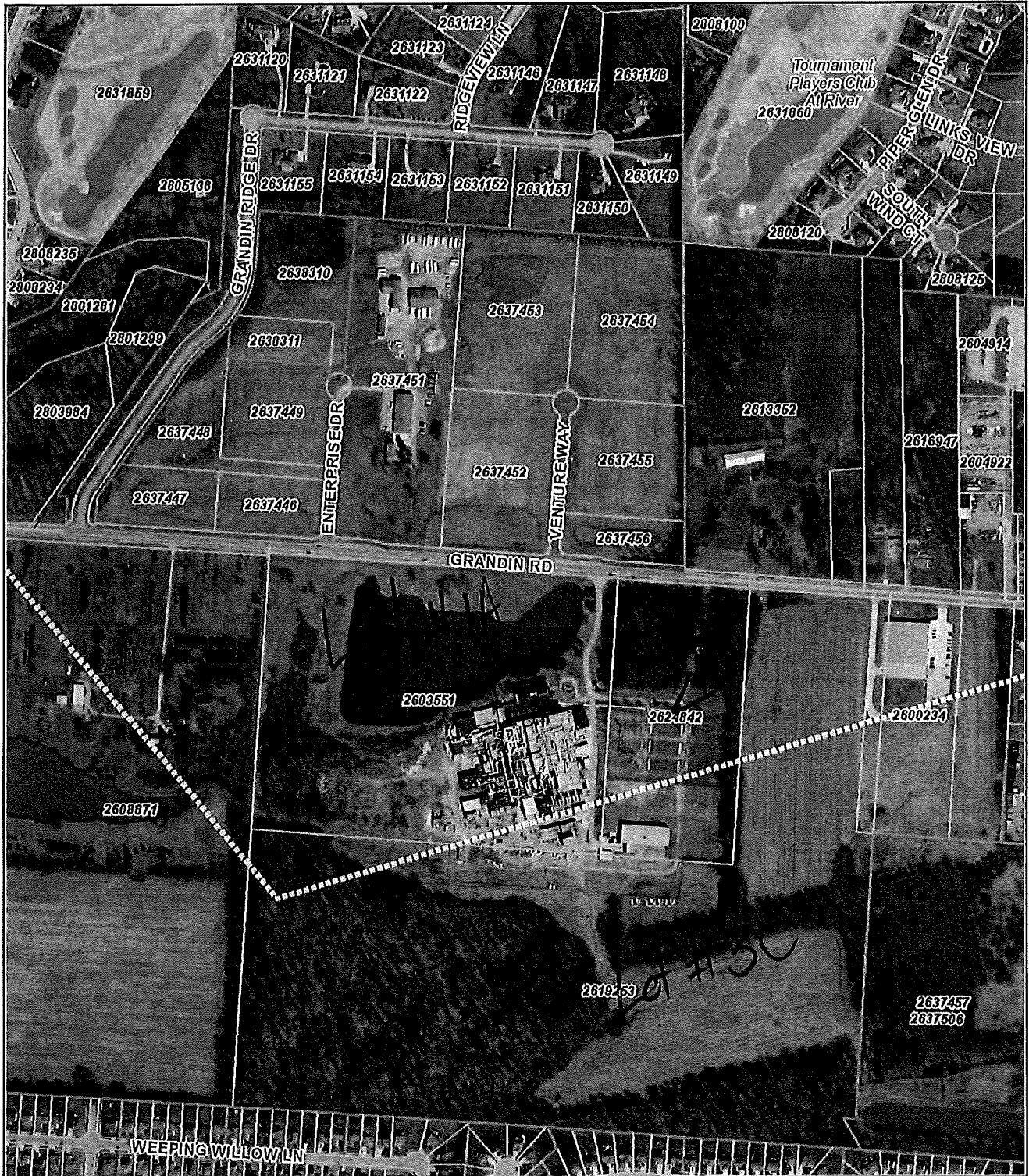


Population Density By Block Groups

- 4,000 or More
- 3,000 to 4,000
- 2,000 to 3,000
- 1,000 to 2,000
- Less than 1,000

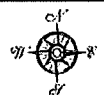
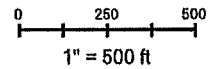
<u>ADDRESS</u>	<u>Parcel ID</u>	<u>Acres</u>	<u>Lot Number</u>	<u>Description</u>
Grandin Road	16051000050	11.3639	2B	Blacktop parking area in disrepair, shell of bldg.
537 Grandin Road	16051000021	30.0002	1A	Few foundations are existing, 1 shell of a bidg left.
Grandin Road	16051000080	62.8121	3C	Mostly vacant land, some industrial debris left
372 Grandin Road	16063200050	1.9492	1	Existing Commercial Garage
726 Grandin Road	16063200060	2.0551	2	Vacant Industrial land
6085 Grandin Ridge	16063200070	2.8424	3	Detention pond / Open space
6057 Enterprise Dr	16063200080	3.2433	4	Vacant Industrial land
Enterprise Dr	16063200110	3.85	5A	Vacant Industrial land
6001 Enterprise Dr	16063200120	1.3357	5B	Commercial Landscape Company
6028 Enterprise Dr	16063200100	10.5379	6	large storage and care takers office / residence
5069 Ventura Way	16063350120	5.2007	7	Vacant Industrial land
6003 Ventura Way	16063350130	5.5871	8	Vacant Industrial land
6004 Ventura Way	16063350140	5.5016	9	Vacant Industrial land
6058 Ventura Way	16063350150	4.0877	10	Vacant Industrial land
6110 Grandin Road	1606335016	1.63	11	Vacant Industrial land
318 Grandin Road	16063000030	16.777		Zoned Industrial- currently used as Residential

Attachment
 "B"
 & "F"



Warren County Legend

	Interstate		County Boundary		Overpass Line		School Line		Township & Range
	US Route		Auditors Tract Line		Parcel Line		Section Line		Tract Line
	State Route		Civil Township Line		ROW Unknown Width		Subdivision Limit		VMS Line
	Local Road		Corporate Line		Road ROW		Subdivision Lot Line		Vacated Road Line

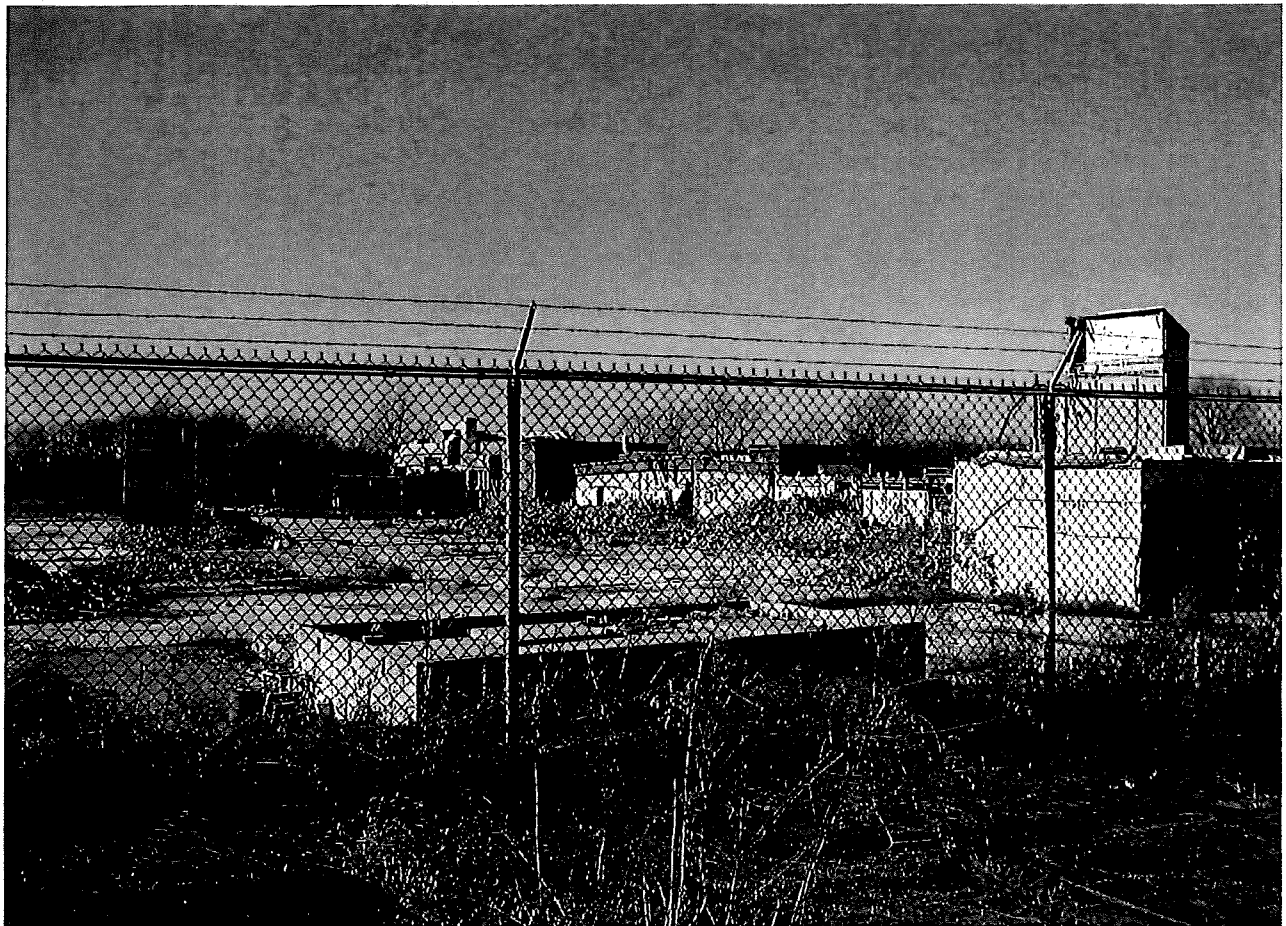
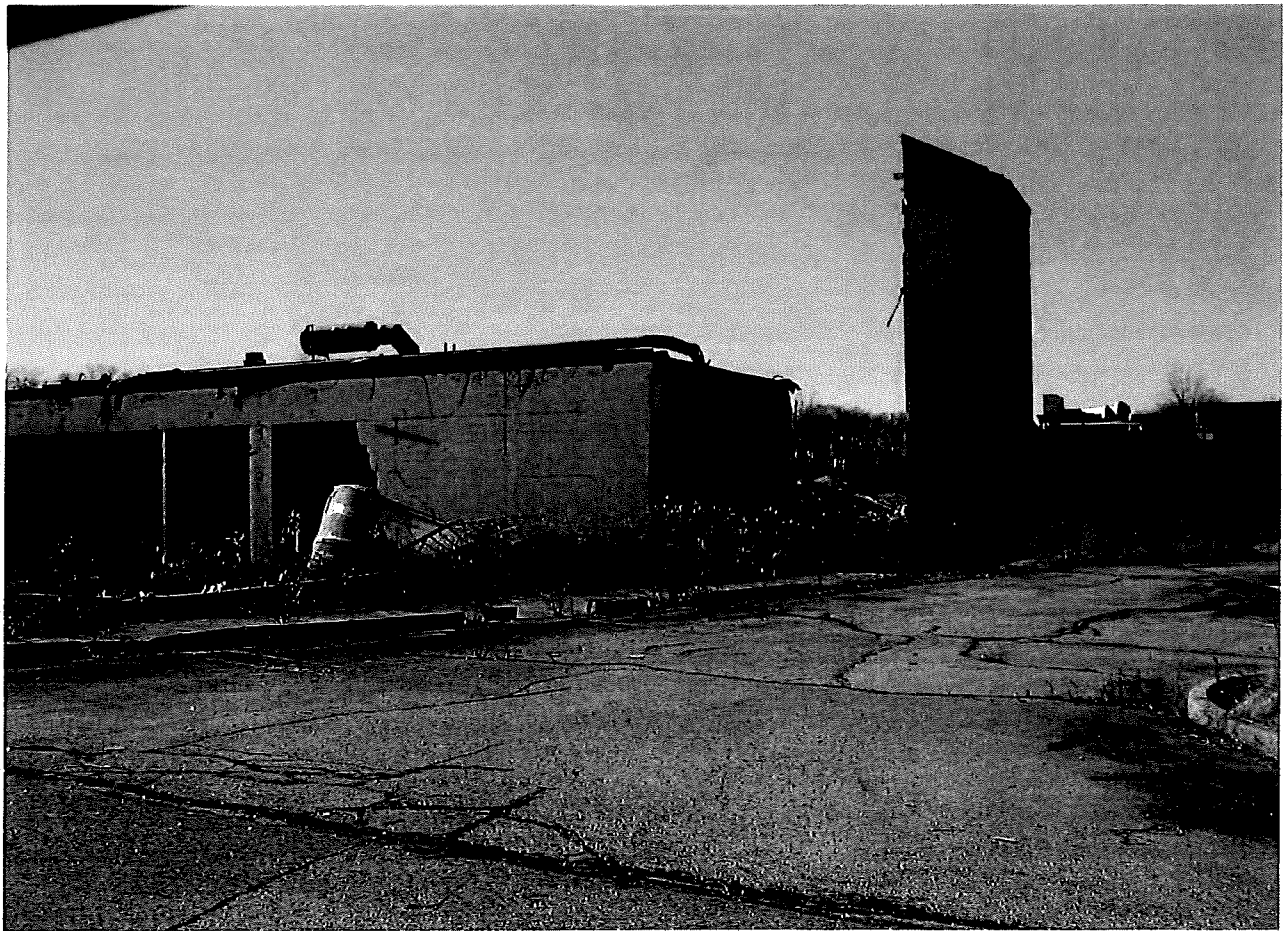


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Lot 1A



Lot 1A

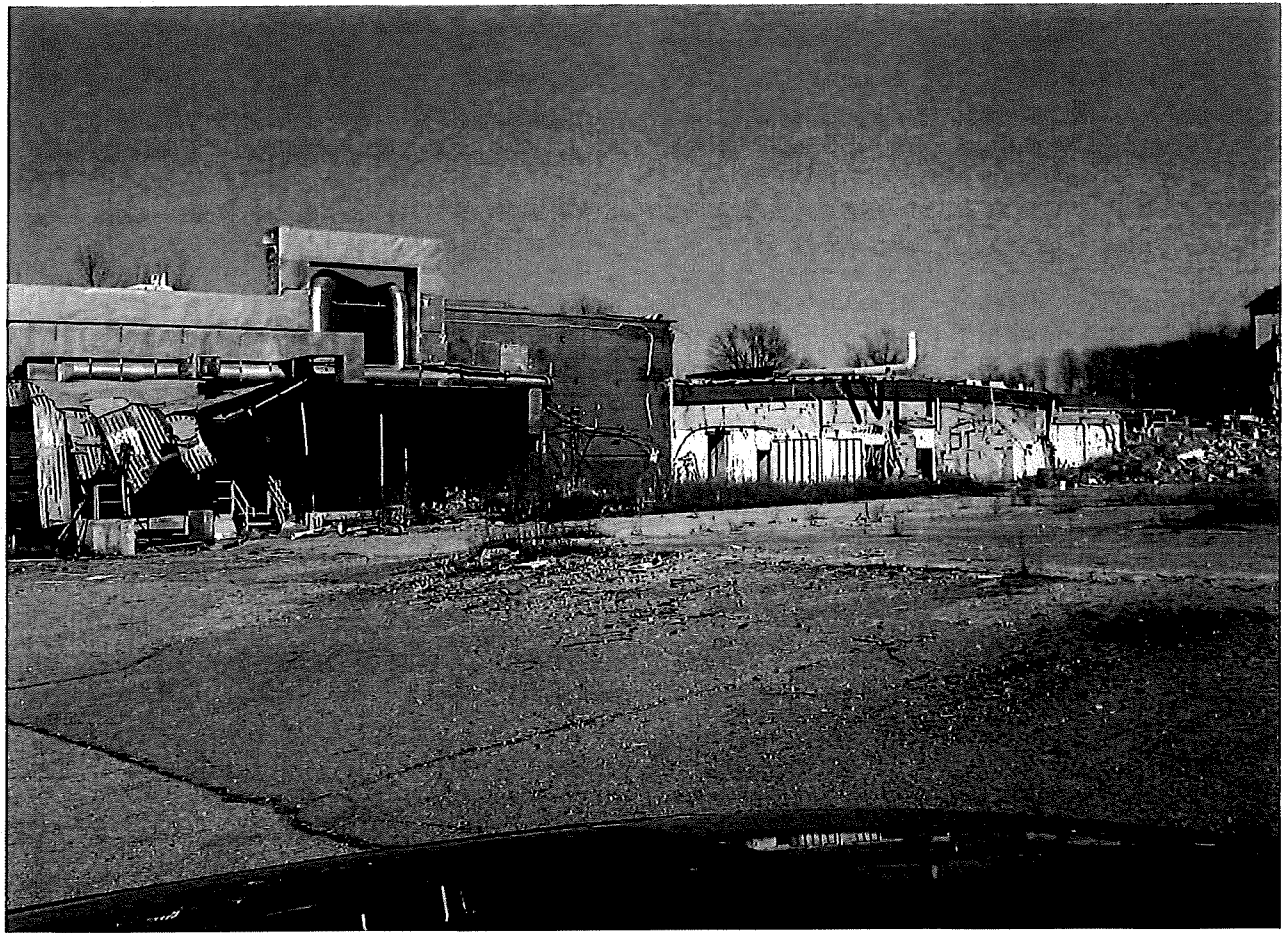


Lot # 1A

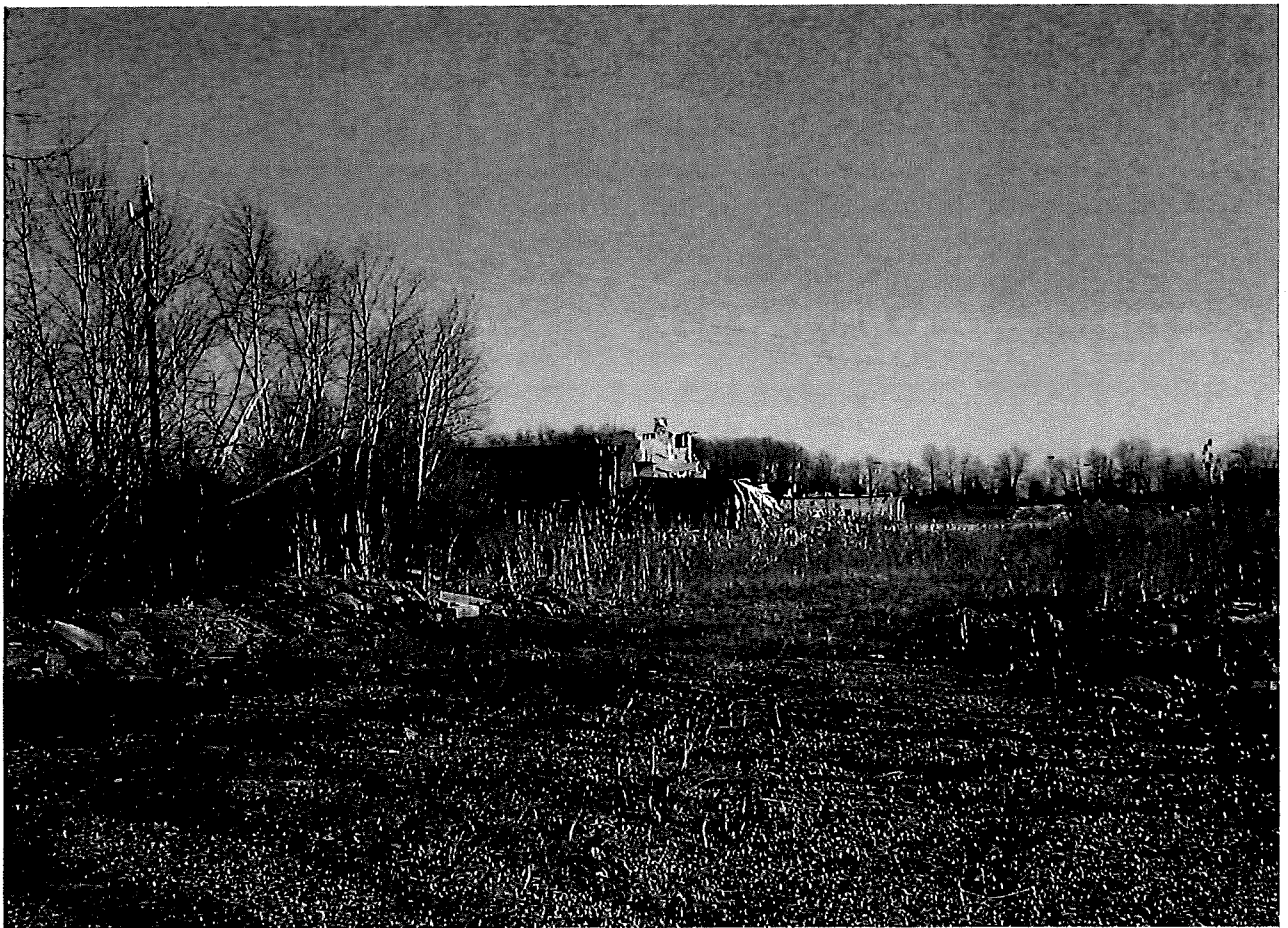


Lot # 1A

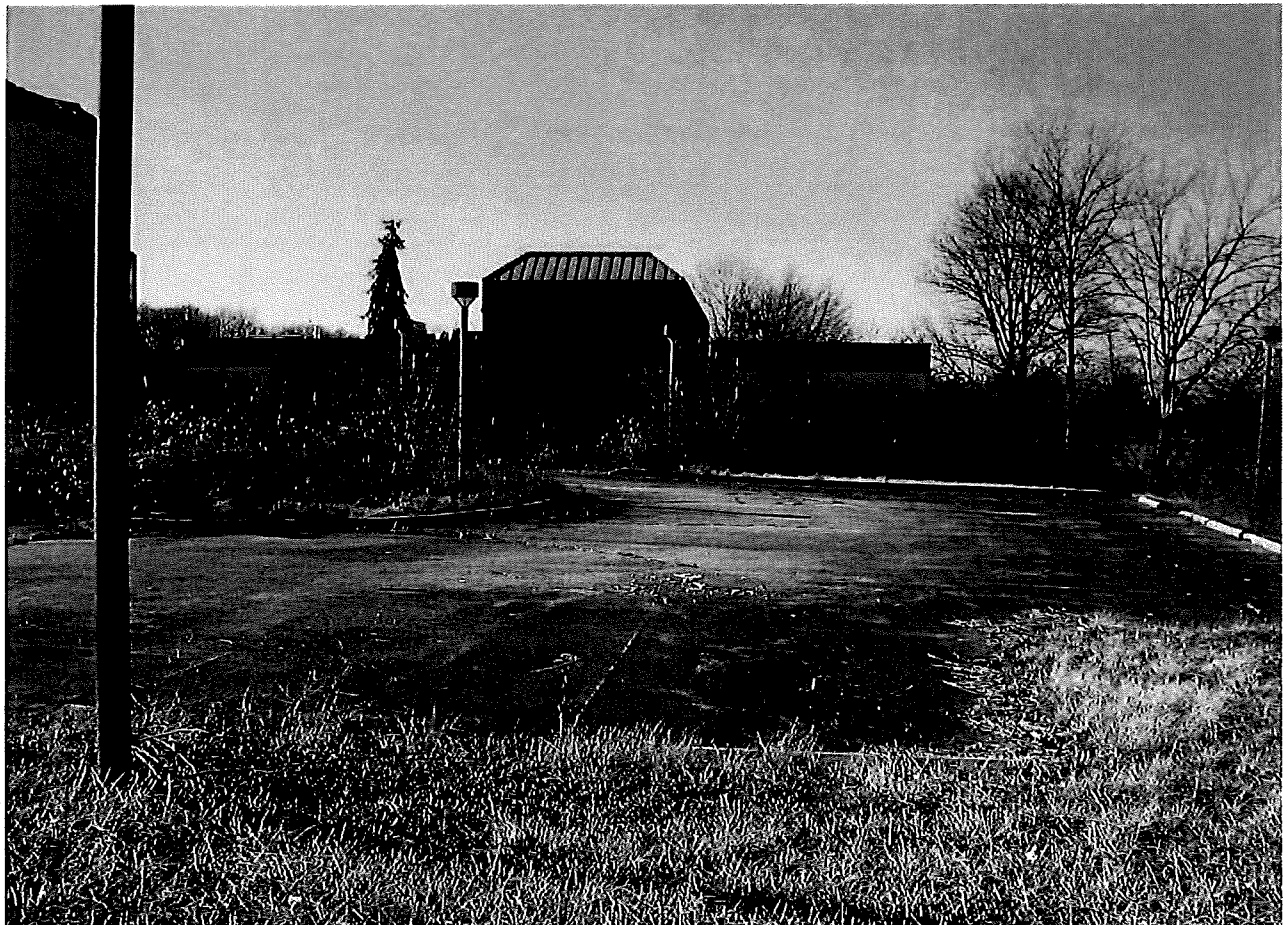
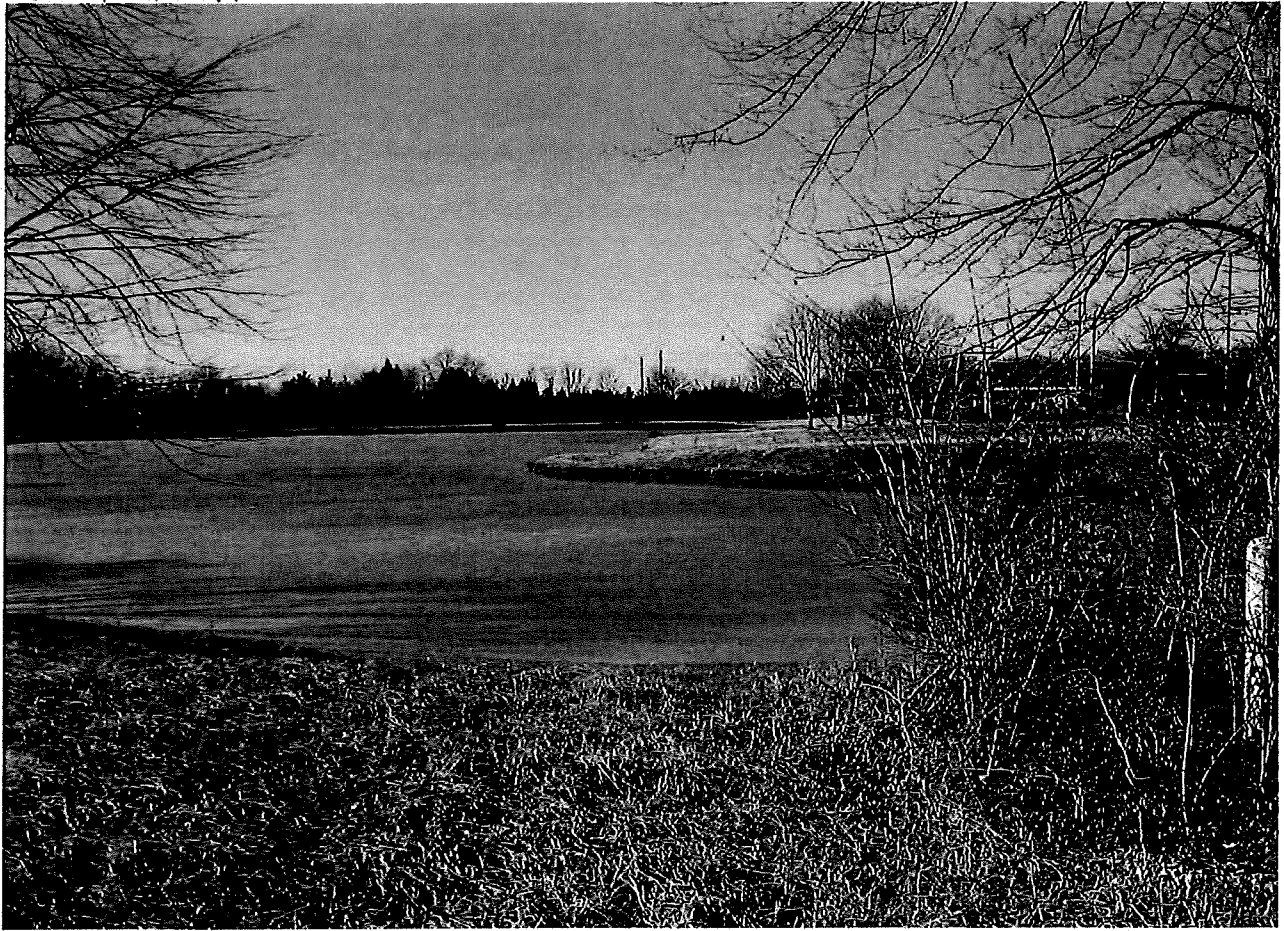


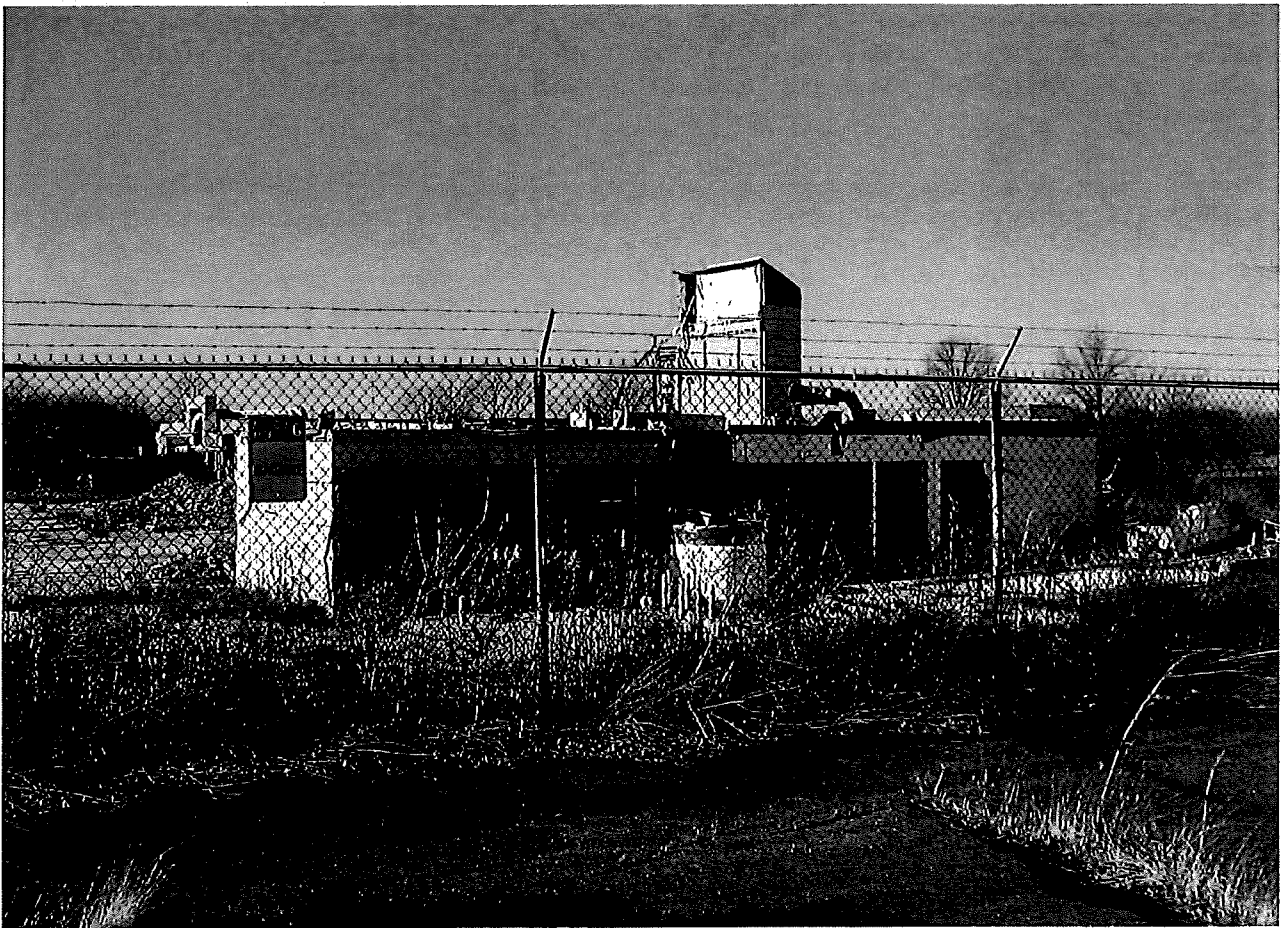
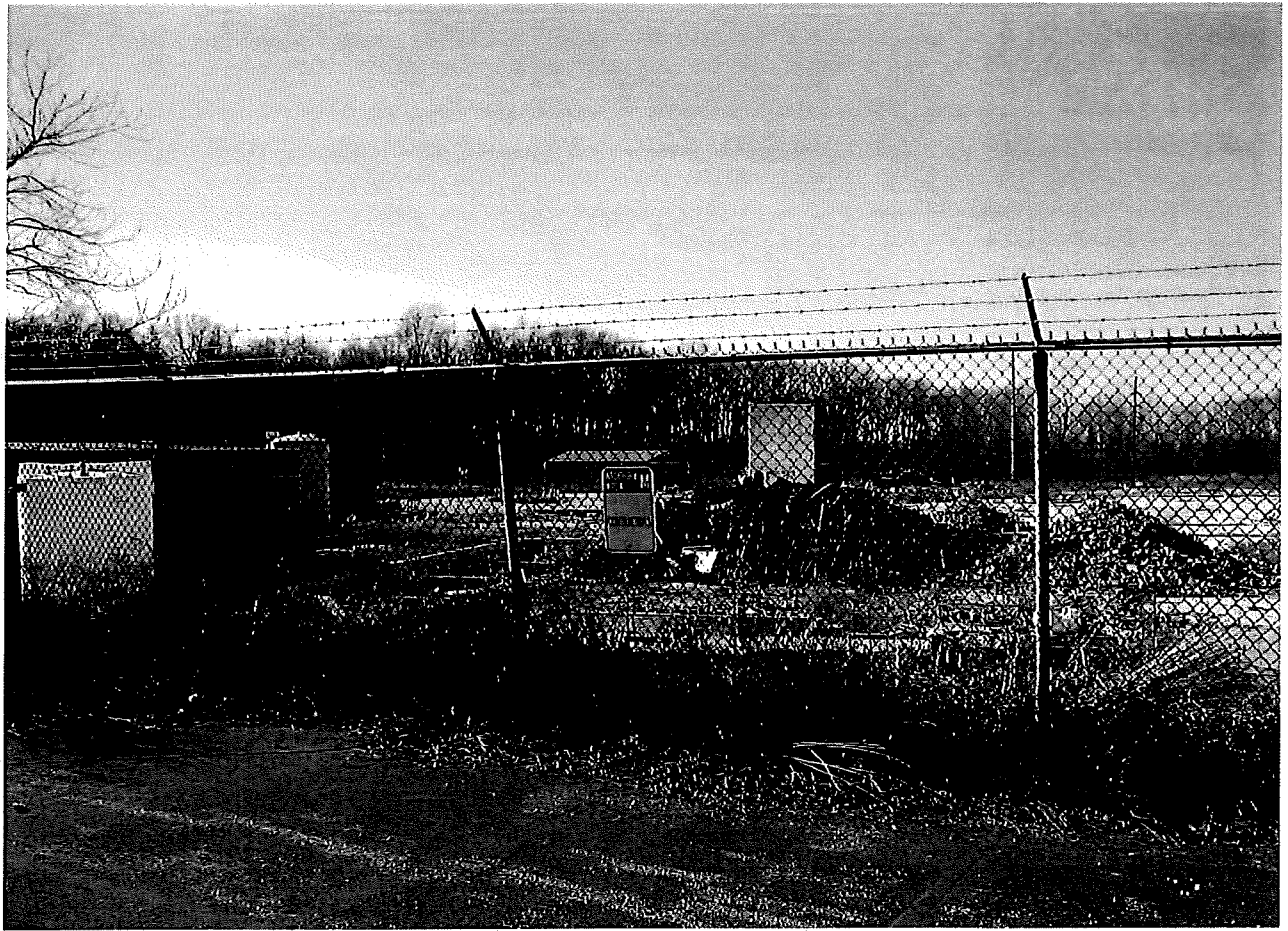


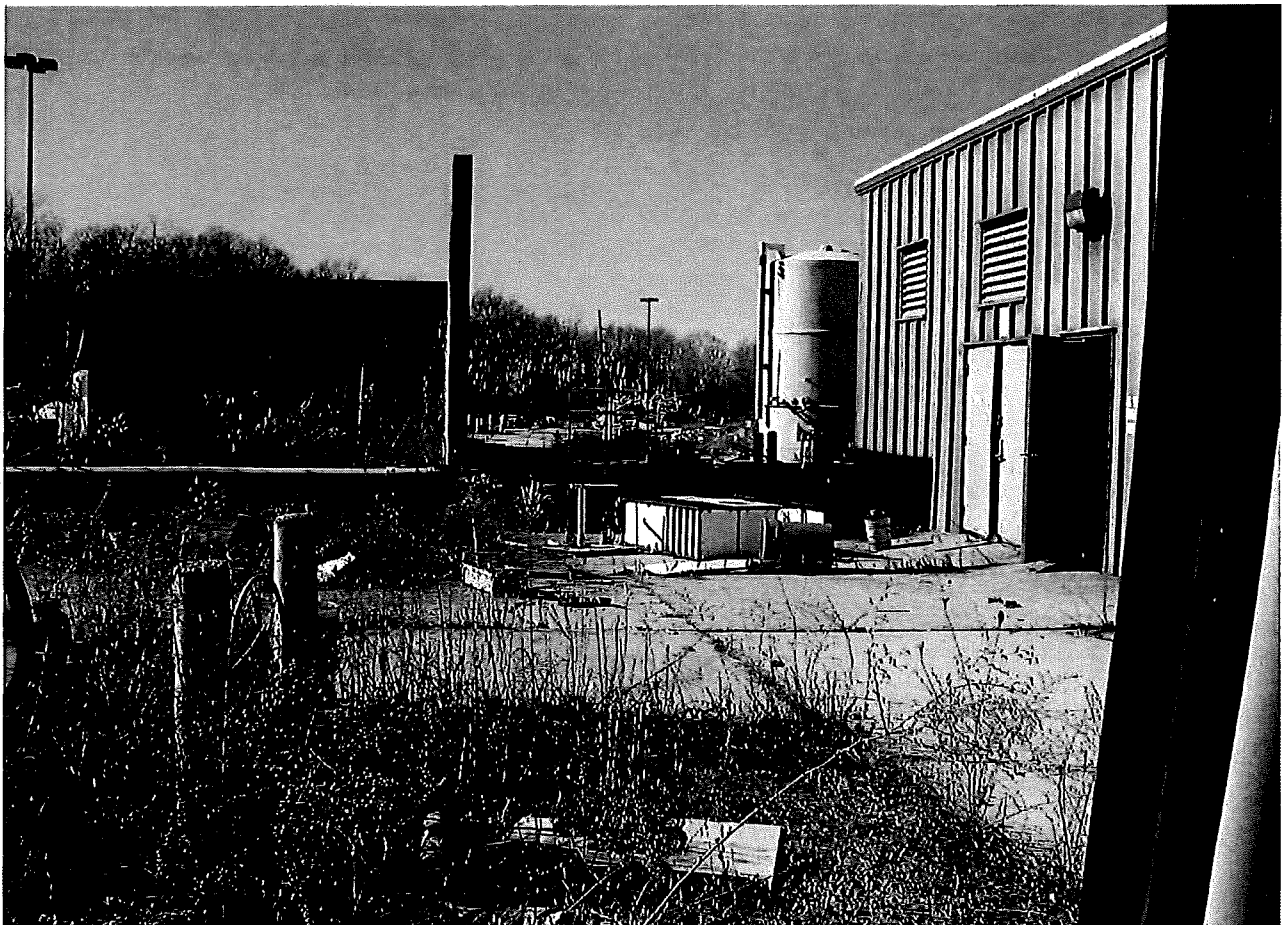
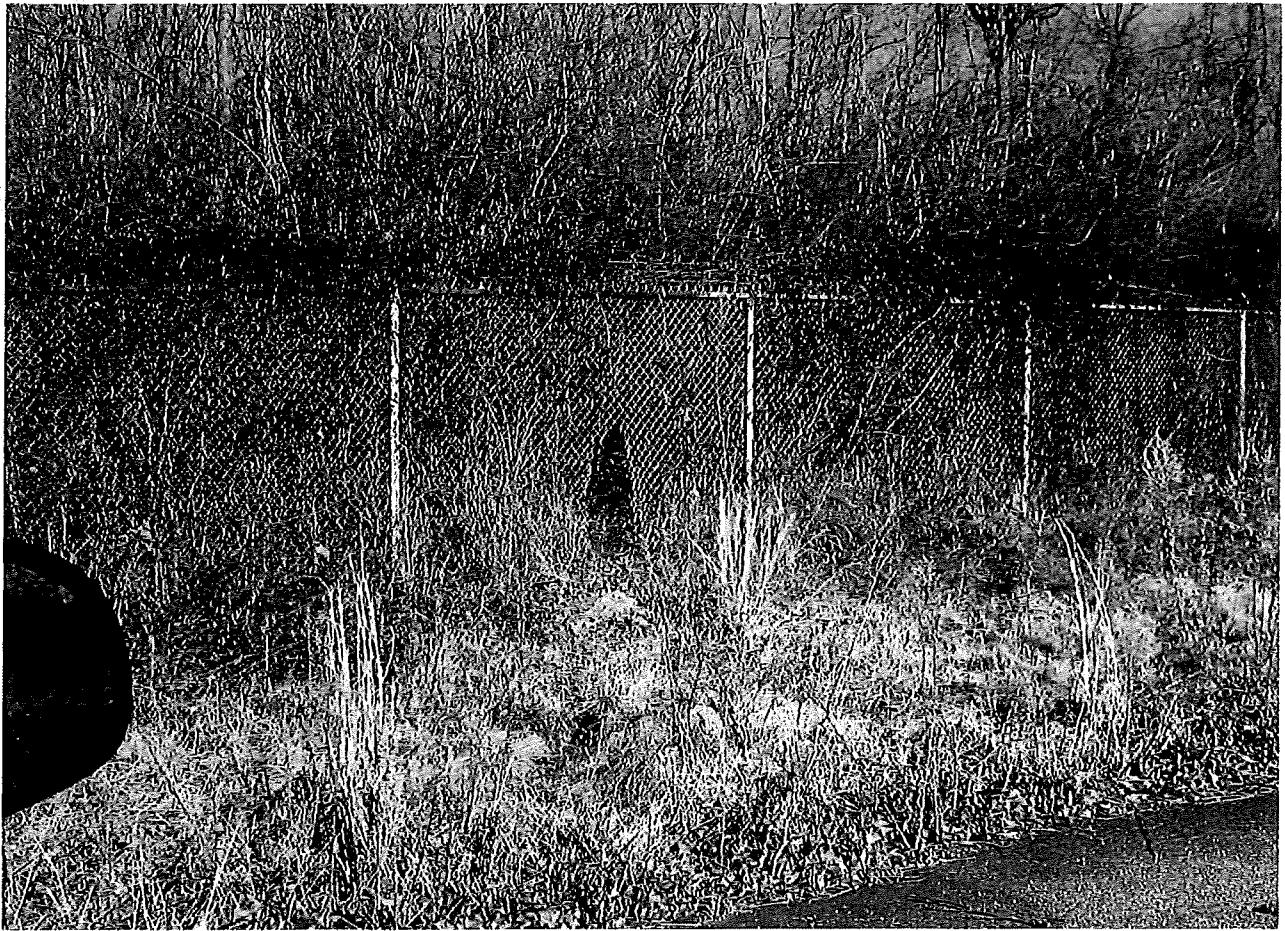


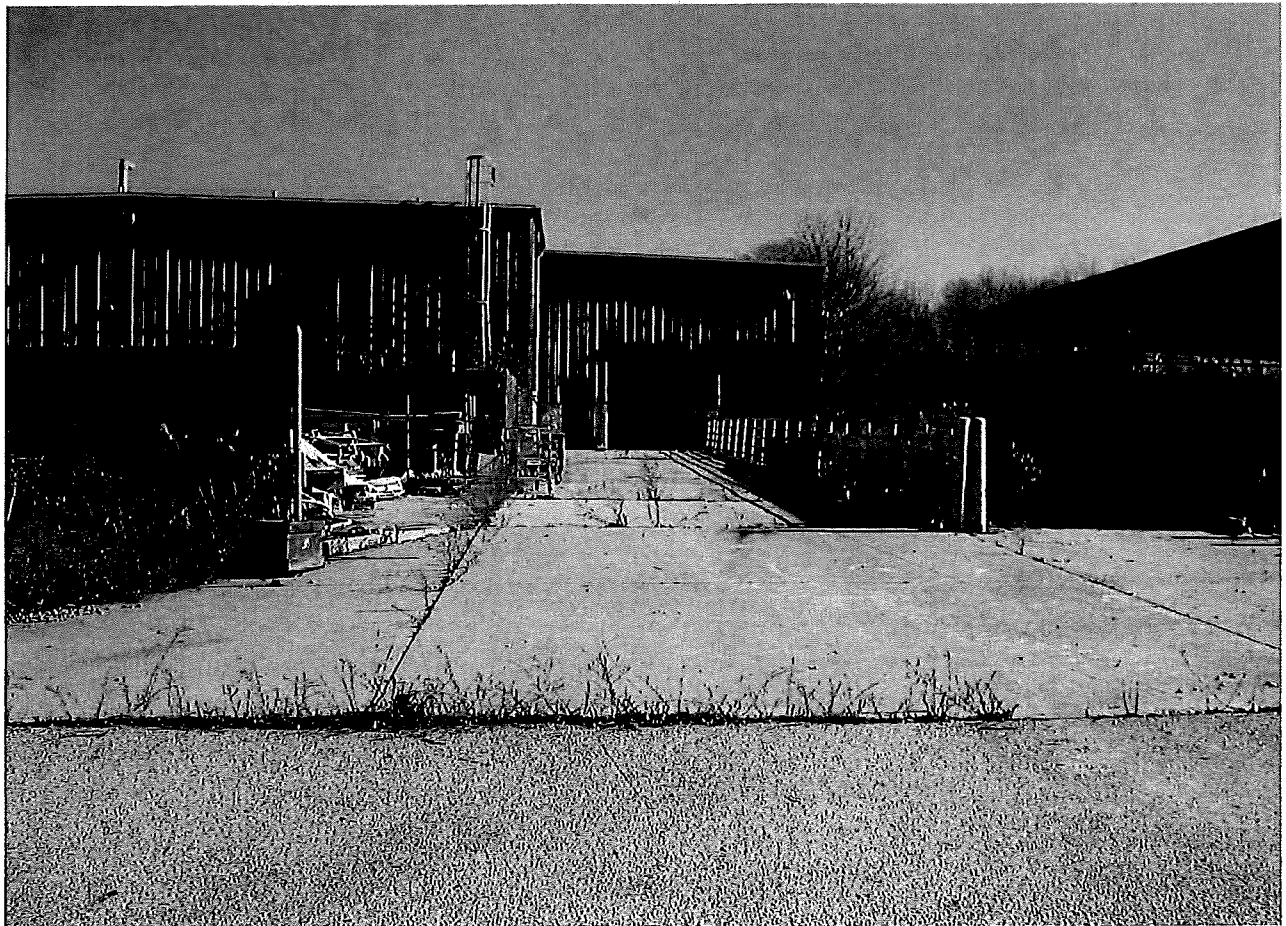
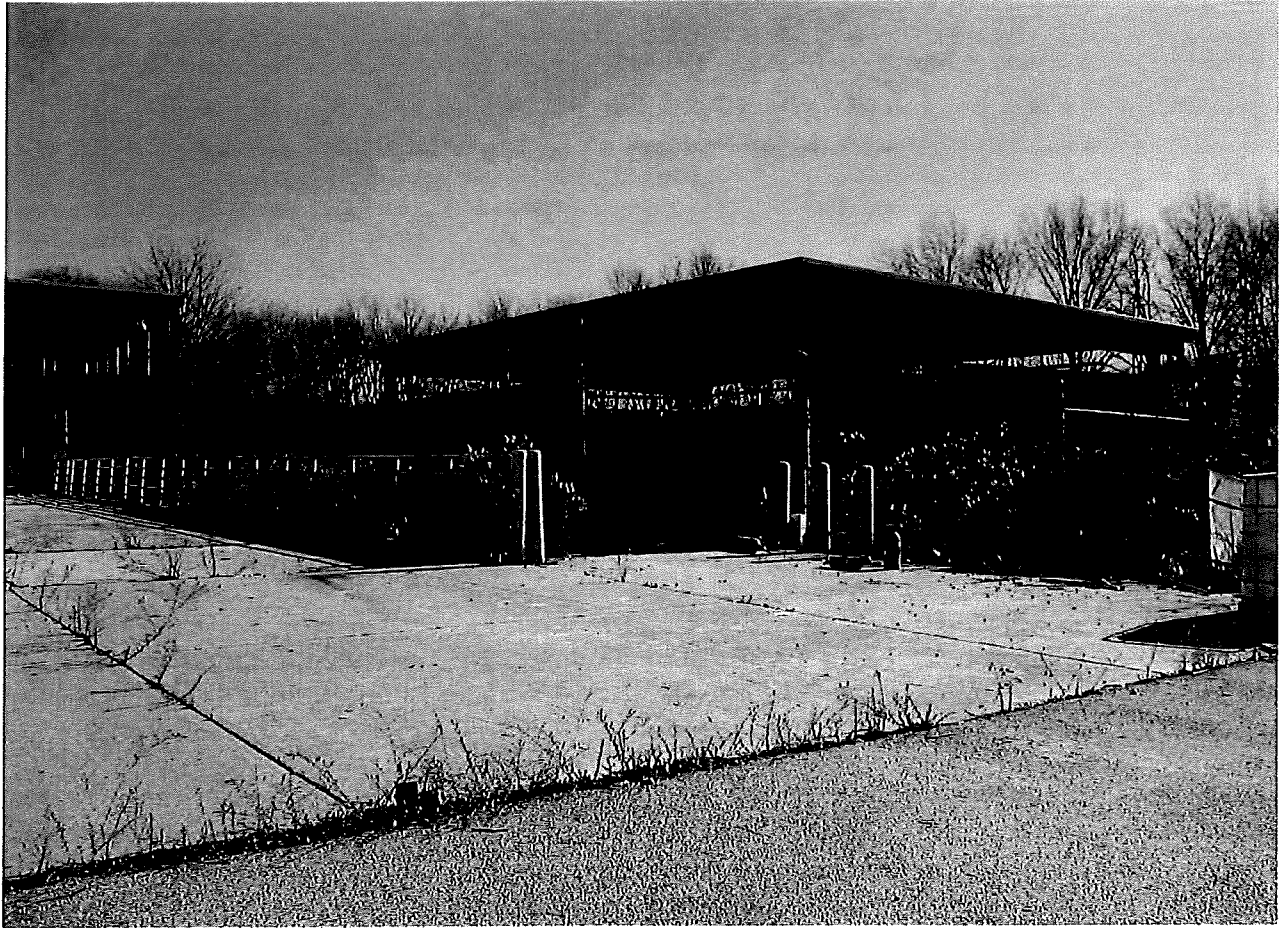


Lot # 1A





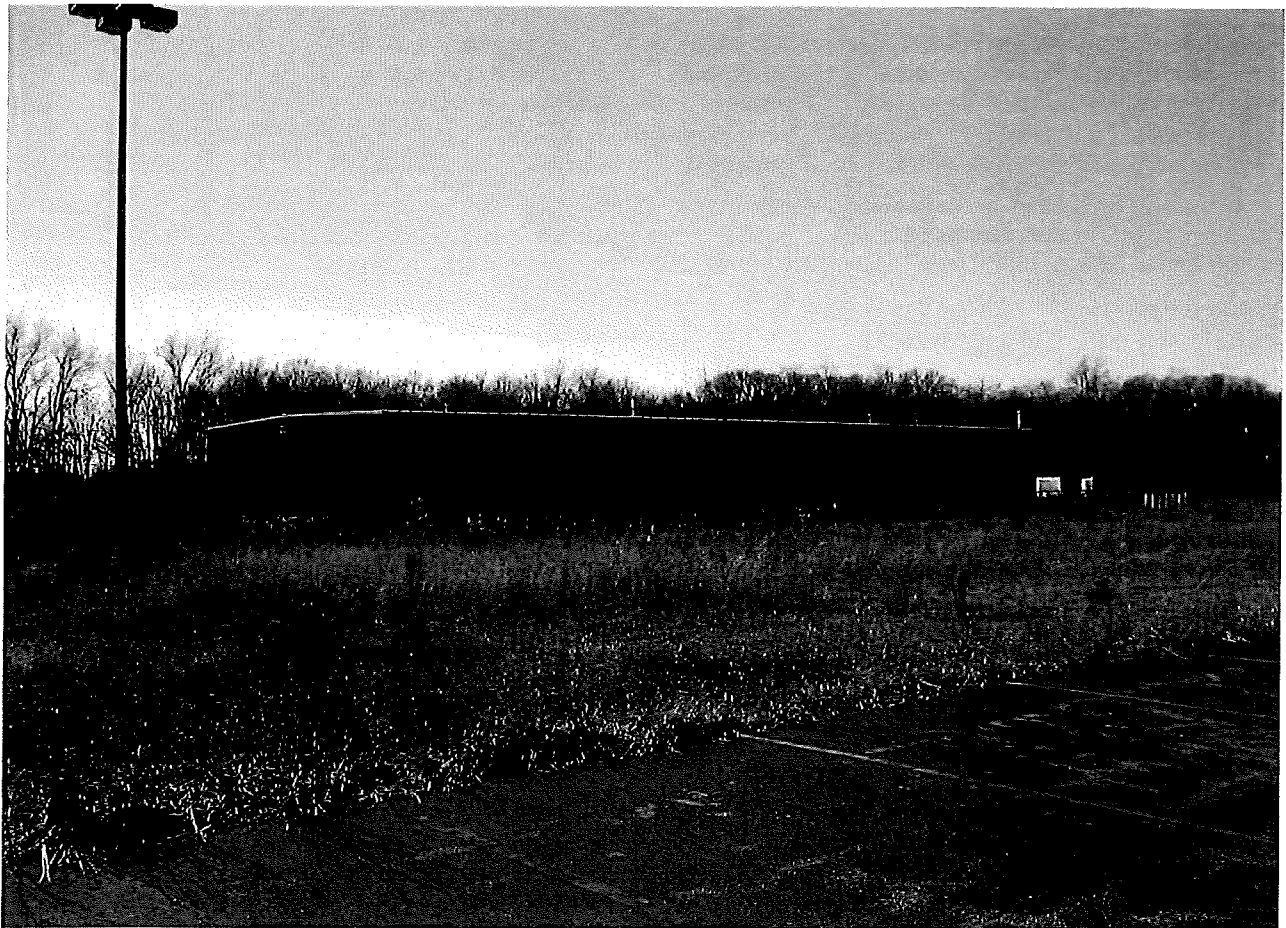




Lot # 1



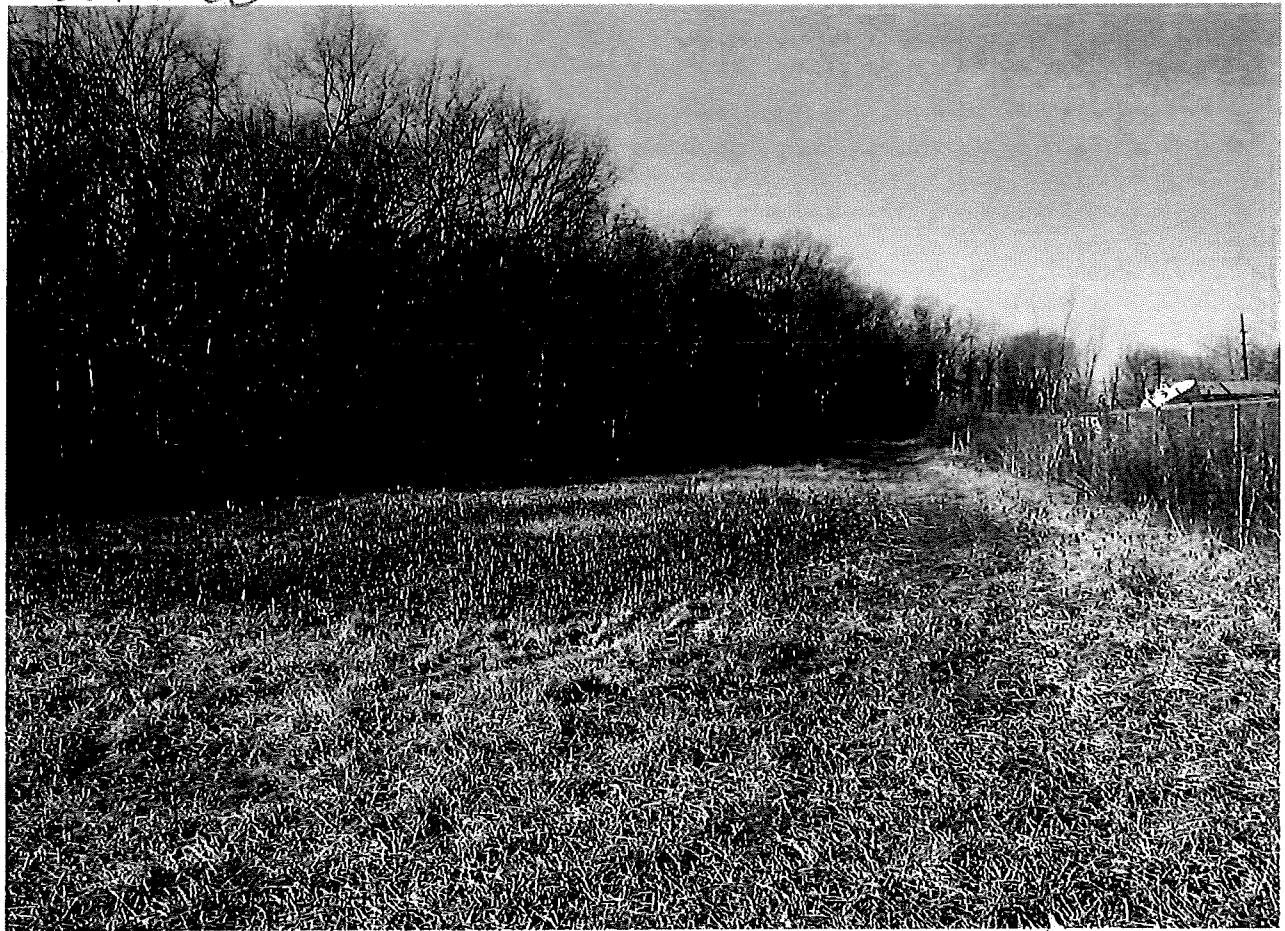
Lot 2B

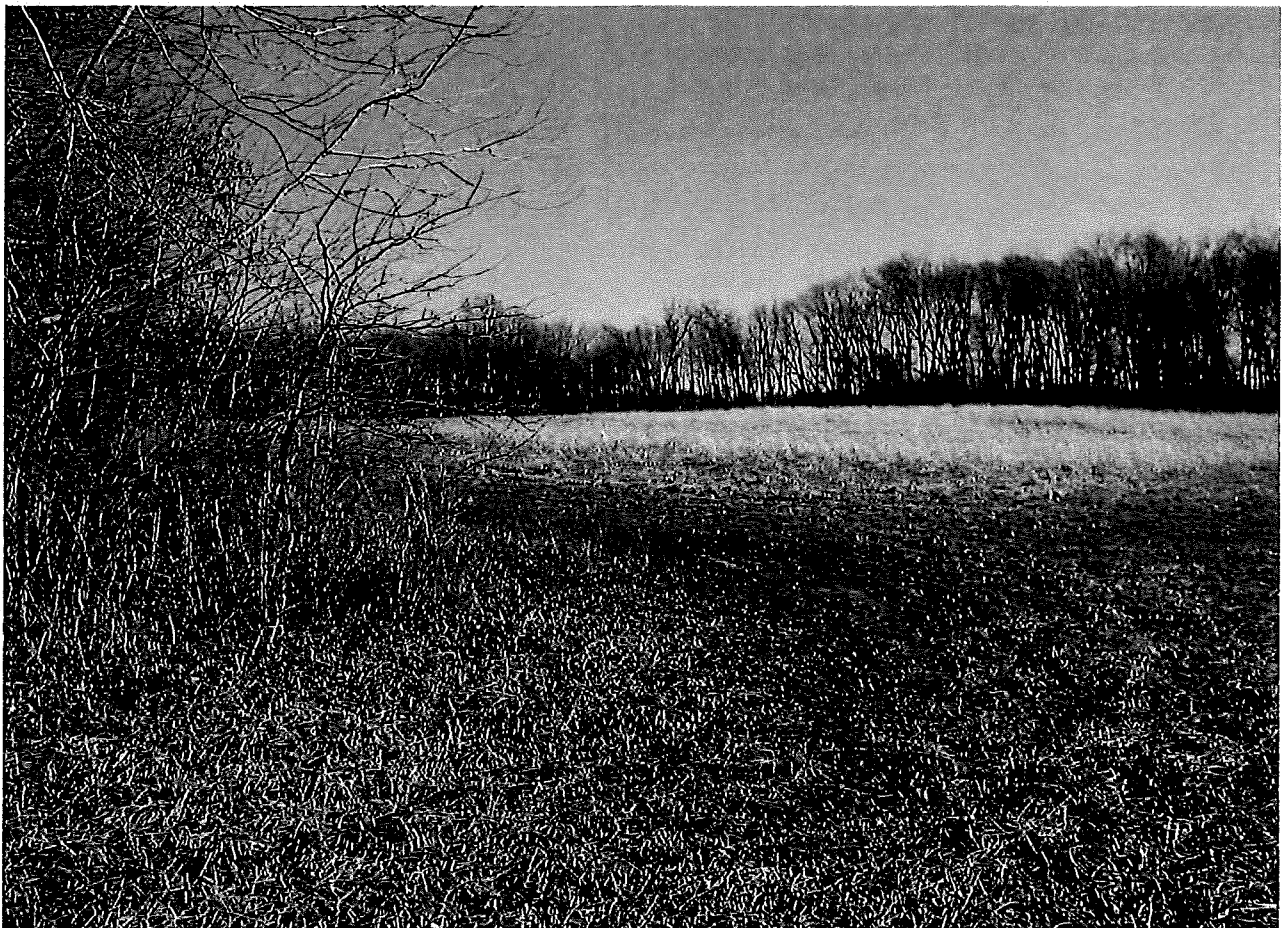


Lot 2B

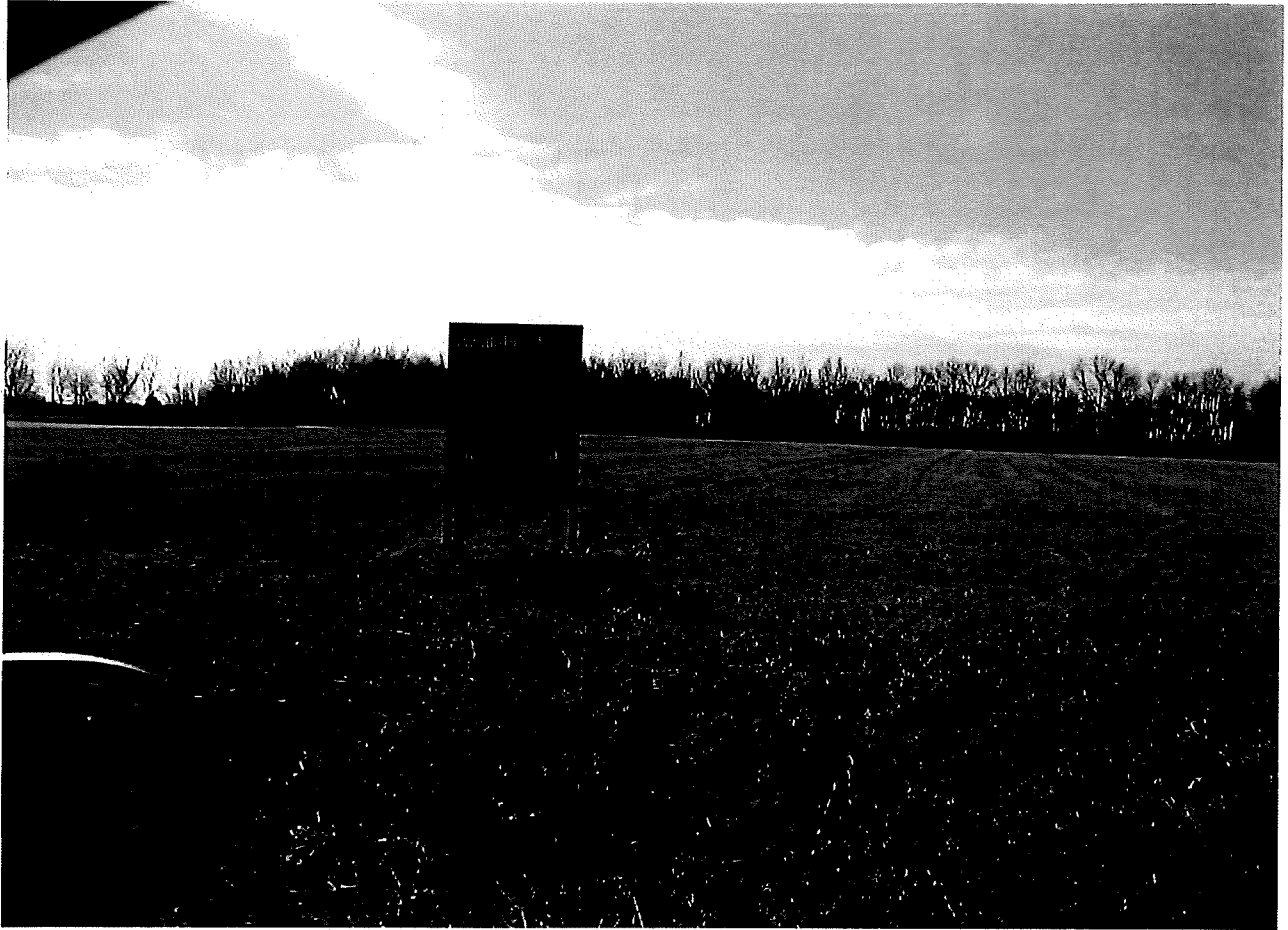


Lot # 30

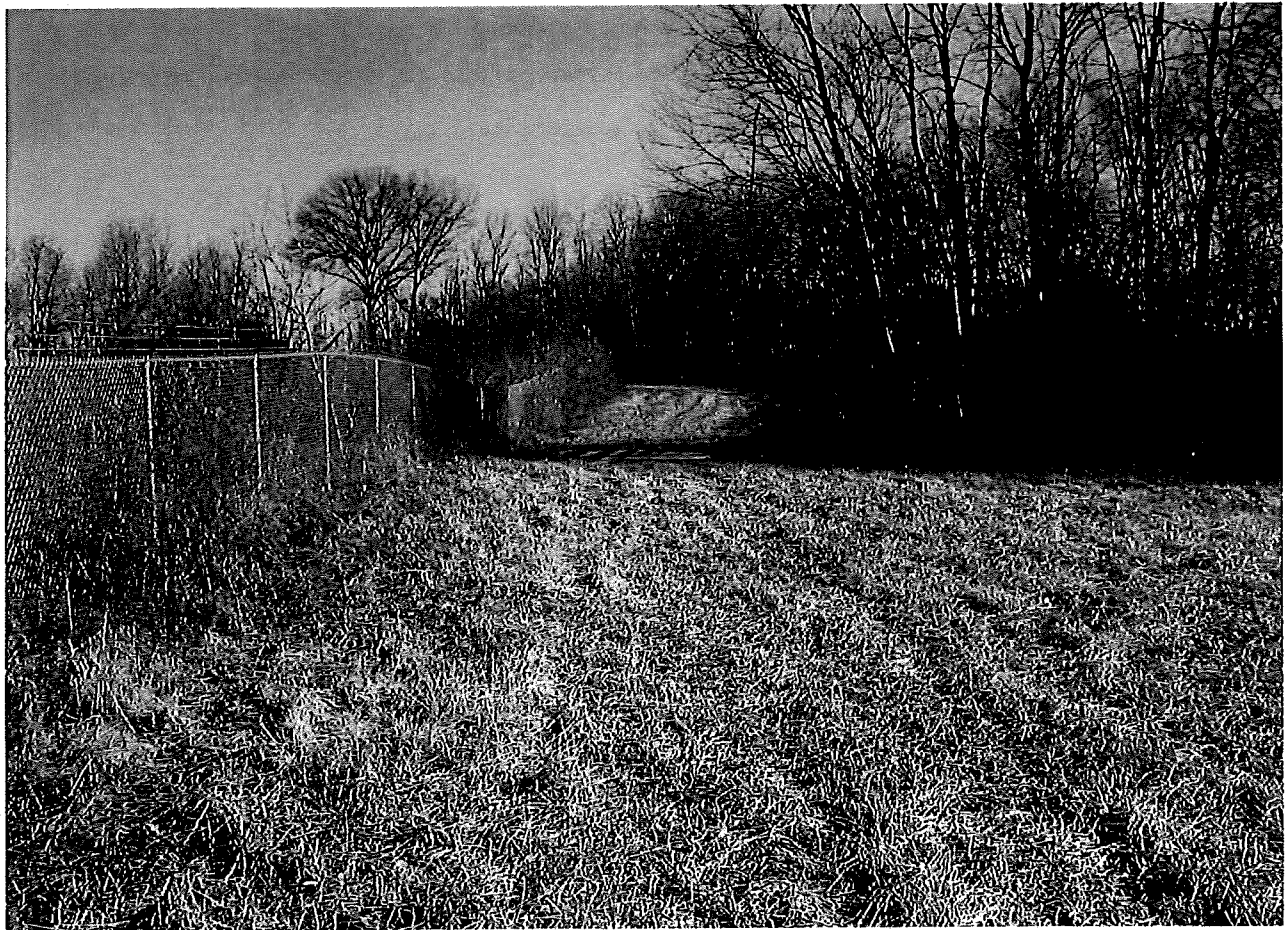




Lot 3c



Lot 3C



GERACI & COMPANY INC.
6028 ENTERPRISE DRIVE
MAINEVILLE, OH 45039

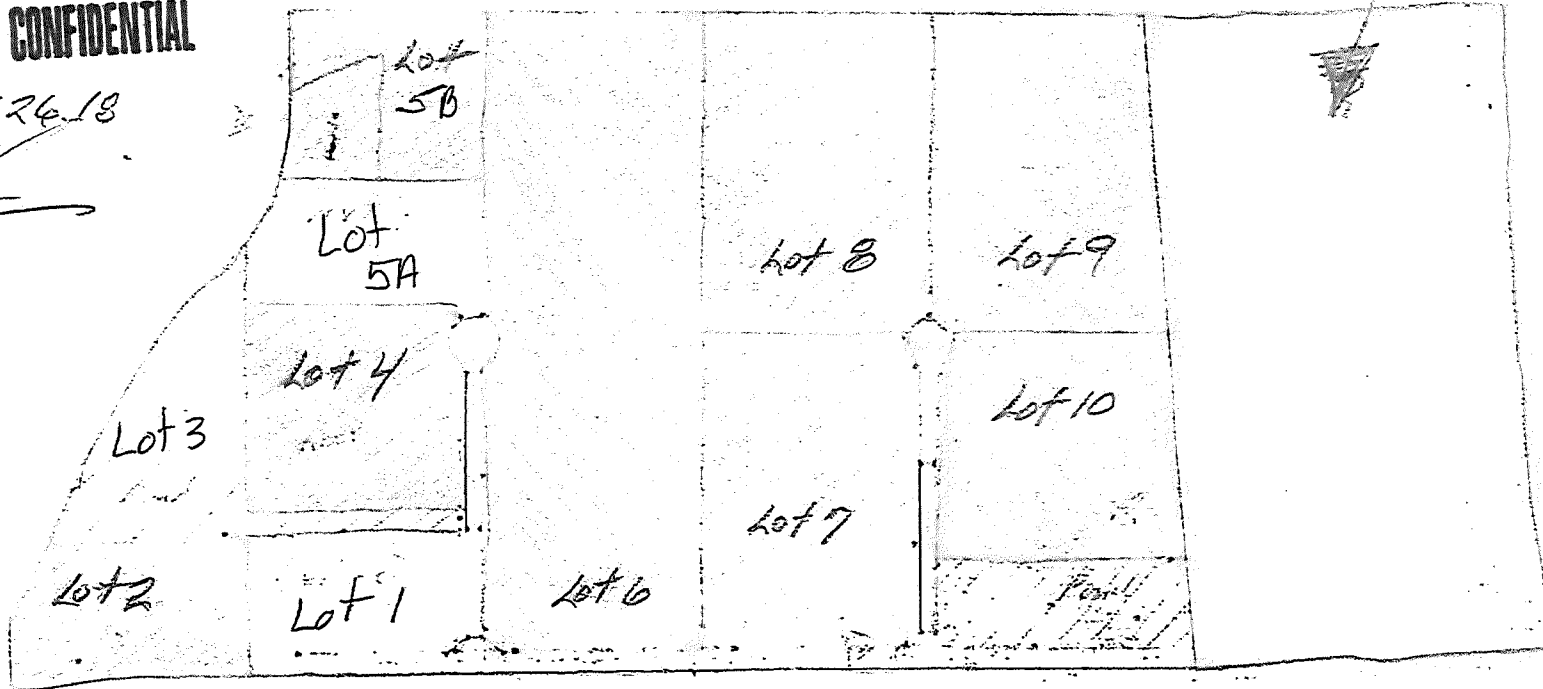
Reeder Property

 COPY

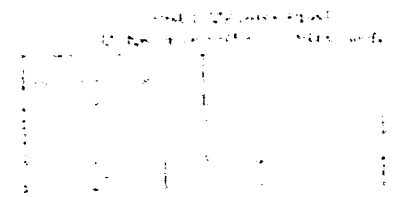
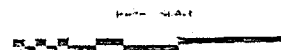
 **CONFIDENTIAL**

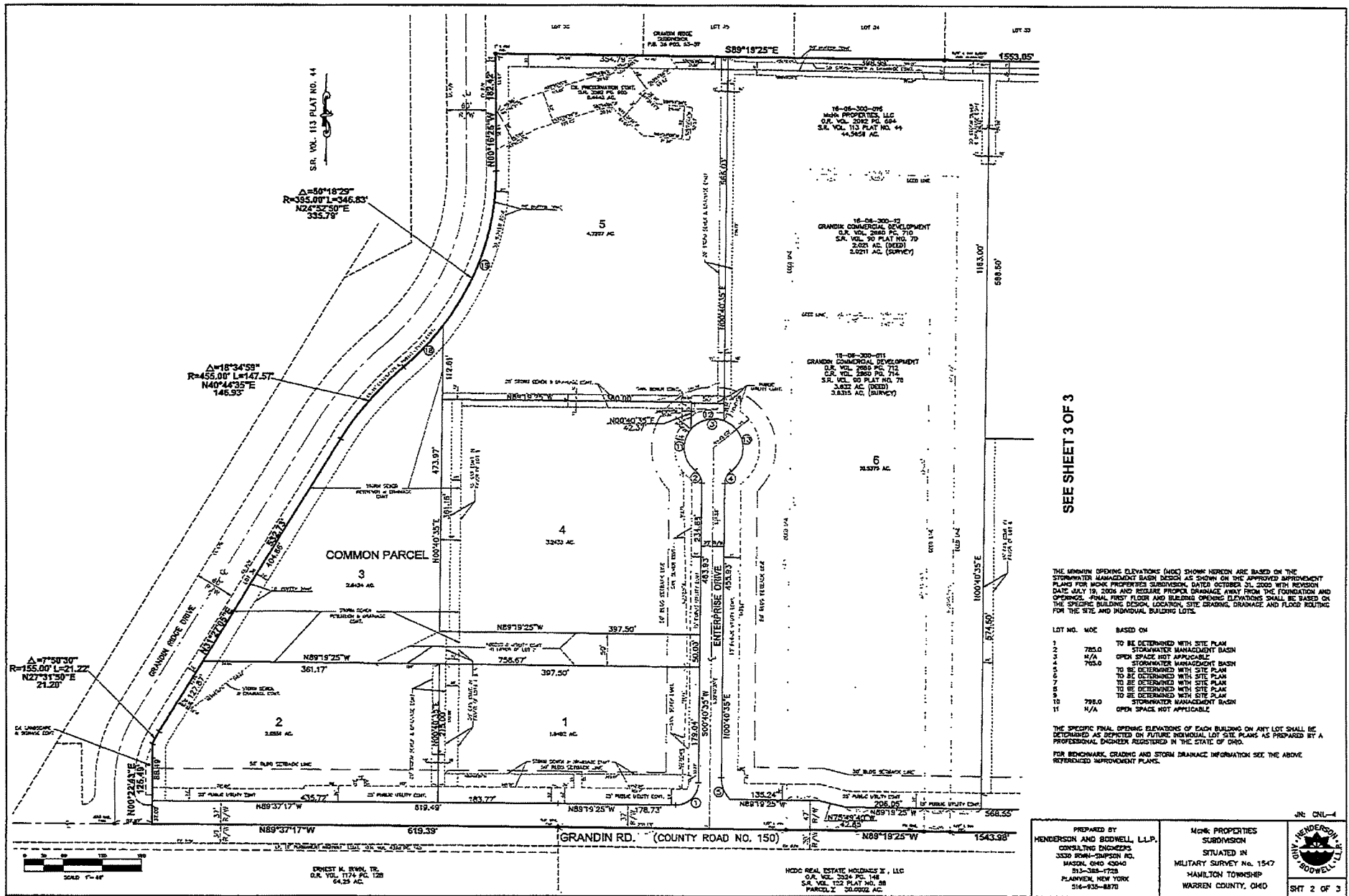
01.26.18

[Handwritten signature]



INFO FOR NEW C.R.A.





SEE SHEET 3 OF 3

THE MINIMUM OPENING ELEVATIONS (MOE) SHOWN HEREIN ARE BASED ON THE STORMWATER MANAGEMENT BASIN DESIGN AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR MONK PROPERTIES SUBDIVISION, DATED OCTOBER 31, 2024 WITH REVISION DATE MAY 19, 2025 AND REQUIRE PROPER DRAINAGE AWAY FROM THE FOUNDATION AND OPERABLE. FINAL FIRST FLOOR AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN, LOCATION, SITE GRADING, DRAINAGE AND FLOOD ROUTING FOR THE SITE AND INDIVIDUAL BUILDING LOTS.

LOT NO.	MOE	BASED ON
1	785.0	TO BE DETERMINED WITH SITE PLAN
2	785.0	STORMWATER MANAGEMENT BASIN
3	N/A	OPEN SPACE NOT APPLICABLE
4	765.0	STORMWATER MANAGEMENT BASIN
5	785.0	TO BE DETERMINED WITH SITE PLAN
6	785.0	TO BE DETERMINED WITH SITE PLAN
7	785.0	TO BE DETERMINED WITH SITE PLAN
8	785.0	TO BE DETERMINED WITH SITE PLAN
9	785.0	TO BE DETERMINED WITH SITE PLAN
10	785.0	STORMWATER MANAGEMENT BASIN
11	N/A	OPEN SPACE NOT APPLICABLE

THE SPECIFIC FINAL OPENING ELEVATIONS OF EACH BUILDING ON ANY LOT SHALL BE DETERMINED AS DEPICED ON FUTURE INDIVIDUAL LOT SITE PLANS AS PREPARED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF OHIO.

FOR BENCHMARK, GRADING AND STORM DRAINAGE INFORMATION SEE THE ABOVE REFERENCED IMPROVEMENT PLANS.

PREPARED BY
HENDERSON AND BODWELL, L.L.P.
 CONSULTING ENGINEERS
 3330 BROWN-SIMPSON RD.
 MASSON, OHIO 43040
 614-338-7720
 PLAINFIELD, NEW YORK
 516-935-8870

MONK PROPERTIES
 SUBDIVISION
 SITUATED IN
 MILITARY SURVEY No. 1547
 HAMILTON TOWNSHIP
 WARREN COUNTY, OHIO



SHT 2 OF 3

OWNER'S CONSENT AND DECISION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIQUIDATORS OF THE LANDS HEREIN PLATED, DO HEREBY VOLUNTARILY CONSENT TO THE DECISION OF THE SAID PLAT AND TO BUILDING THE STREETS, PAVES OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF "GUTTERS" AND FOR THE MAINTENANCE AND REPAIR OF STREETS, THE EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, INCLUDING THE EASEMENT FOR REPLACEMENT OR REMOVAL OF WATER, POWER, GAS, ELECTRIC, TELEPHONE, CABLE, TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS PURPOSES OF CURBING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THEREON, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR REPAIRING, REPAIRS AND EXPENSE TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO: OLIVE ENERGY, CINCINNATI BELL TELEPHONE CO, WARNER CABLE & WARNER COUNTY COMMISSIONERS

AS TO ALL:
Name: J. Kammer
Witness: Mark A. Kammer, David H. Tammann

STATE OF OHIO, COUNTY OF HAMILTON
BE IT REMEMBERED THAT ON THE 15th DAY OF September, 2007
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME NATIONAL CITY BANK BY MARK A. KAMMER, MEMBER, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN:
Name: Shelli Schneider
My Commission Expires: 9/15/2009

AS TO ALL:
Name: J. Kammer
Witness: Mark A. Kammer, David H. Tammann

STATE OF OHIO, COUNTY OF HAMILTON
BE IT REMEMBERED THAT ON THE 15th DAY OF September, 2007
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME NATIONAL CITY BANK BY KATHLEEN E. STEVENS, ITS PRESIDENT, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN:
Name: Shelli Schneider
My Commission Expires: 9/15/2009

AS TO ALL:
Name: J. Kammer
Witness: Mark A. Kammer, David H. Tammann

STATE OF OHIO, COUNTY OF HAMILTON
BE IT REMEMBERED THAT ON THE 15th DAY OF September, 2007
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME GRAND COMMERCIAL DEVELOPMENT BY JOSEPH R. GORDON, ITS MANAGING PARTNER, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN:
Name: Shelli Schneider
My Commission Expires: 9/15/2009

AS TO ALL:
Name: J. Kammer
Witness: Mark A. Kammer, David H. Tammann

STATE OF OHIO, COUNTY OF HAMILTON
BE IT REMEMBERED THAT ON THE 15th DAY OF September, 2007
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME 1ST NATIONAL BANK BY JILLORA M. EDWARDS, ITS PRESIDENT, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN:
Name: Shelli Schneider
My Commission Expires: 9/15/2009

AS TO ALL:
Name: J. Kammer
Witness: Mark A. Kammer, David H. Tammann

Table with 4 columns: AREA SUMMARY, LOT #, SHOWAL #, and TOTAL. Rows include lots 1-11 and grand commercial development parcels.

Table with 2 columns: LENGTH OF ROADWAY PLATTED and VALUE. Rows include ENTREPRENEUR DRIVE, VENTURE WAY, and TOTAL.

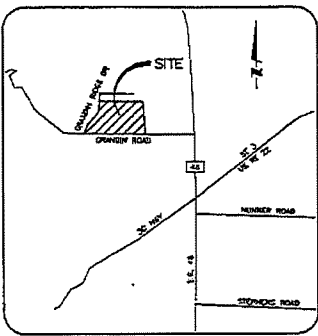
RECORD PLAT
McNK PROPERTIES
SUBDIVISION

CONTAINING 50.4185 ACRES

LOCATED IN

VIRGINIA MILITARY SURVEY NO. 1547
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

JULY, 2007



VICINITY MAP
NOT TO SCALE

COUNTY COMMISSIONERS

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OH DO HEREBY APPROVE THIS PLAT ON THIS 15th DAY OF September, 2007

COMMISSIONERS:
List of names and signatures of county commissioners.

DRAINAGE STATEMENT

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES...

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OTHER DRAINAGE DITCHES OR CHANNELS DESIGNATED AS "DRAINAGE EASEMENTS" ON THIS PLAT...

THE OWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS AND SWAMP MARKS.

COUNTY RECORDER

FILE NO: 2007-525
RECORDED ON THIS 15th DAY OF September, 2007 AT 10:00 AM
RECORDED IN PLAT BOOK NO. 57, PAGE 258, 100.

COUNTY AUDITOR
TRANSFERRED ON THIS 15th DAY OF September, 2007

COUNTY ENGINEER
I HEREBY APPROVE THIS PLAT ON THIS 16th DAY OF Sept 2007

COUNTY SANITARY ENGINEER
I HEREBY APPROVE THIS PLAT ON THIS 25th DAY OF Sept 2007

WARREN COUNTY REGIONAL PLANNING COMMISSION
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 11th DAY OF August, 2007

HAMILTON TOWNSHIP ZONING INSPECTOR
I HEREBY APPROVE THIS PLAT ON THIS 20th DAY OF April, 2007

DEED REFERENCE
SITUATED IN VIRGINIA MILITARY SURVEY NO. 1547, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO CONTAINING A TOTAL OF 50.4185 ACRES AND BEING ALL OF THE 44.5859 ACRES TRACT AS CONVEYED TO McNK PROPERTIES, LLC AS DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORD BOOK 2062, PG. 684 AND ALL OF THE 3.8326 ACRES AND 2.821 ACRES TRACTS AS CONVEYED TO GRAND COMMERCIAL DEVELOPMENT AS DESCRIBED IN THE DEEDS RECORDED IN OFFICIAL RECORD BOOK 2840, PGS. 710,712 & 714 WARREN COUNTY, OHIO.

CERTIFICATE OF SURVEYOR
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION ON 12/20/06 AND THAT ALL MONUMENTS AND LOT CORNER PINS WERE SET AT THE TIME OF THE DEVELOPER'S REQUEST.

PREPARED BY
HENDERSON AND BODWELL, L.L.P.
CONSULTING ENGINEER
3532 BURN-SIMPSON RD.
MASON, OHIO 45040
(513) 833-1700
PLANNING, NEW YORK
510-835-8870

McNK PROPERTIES
SUBDIVISION
SITUATED IN
MILITARY SURVEY NO. 1547
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

SHT 1 OF 3

87-98

Lot #1



Lot #2



Lot #5A



Lot #4



Lot 5B



Lot #6

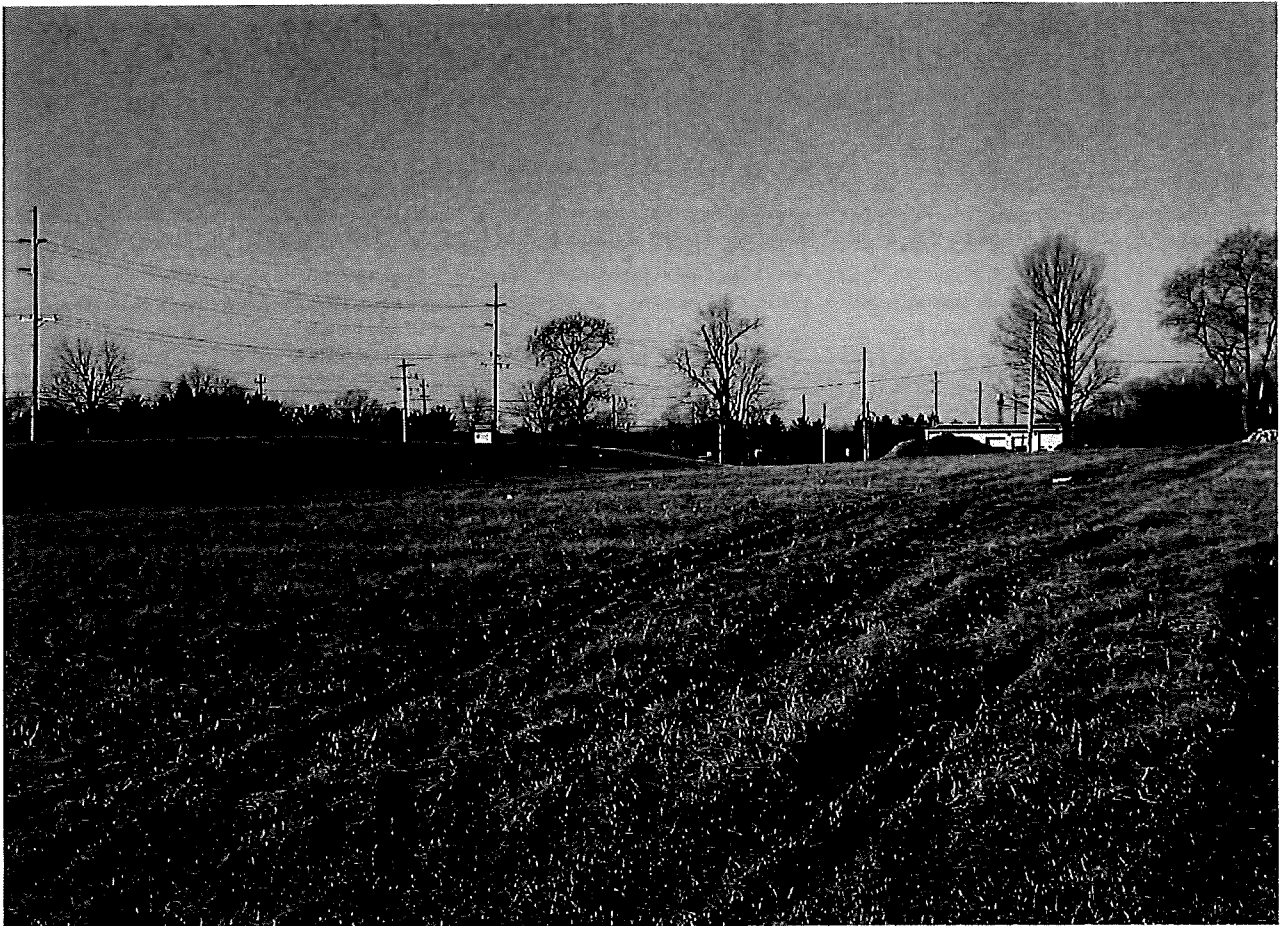


Lot # 60

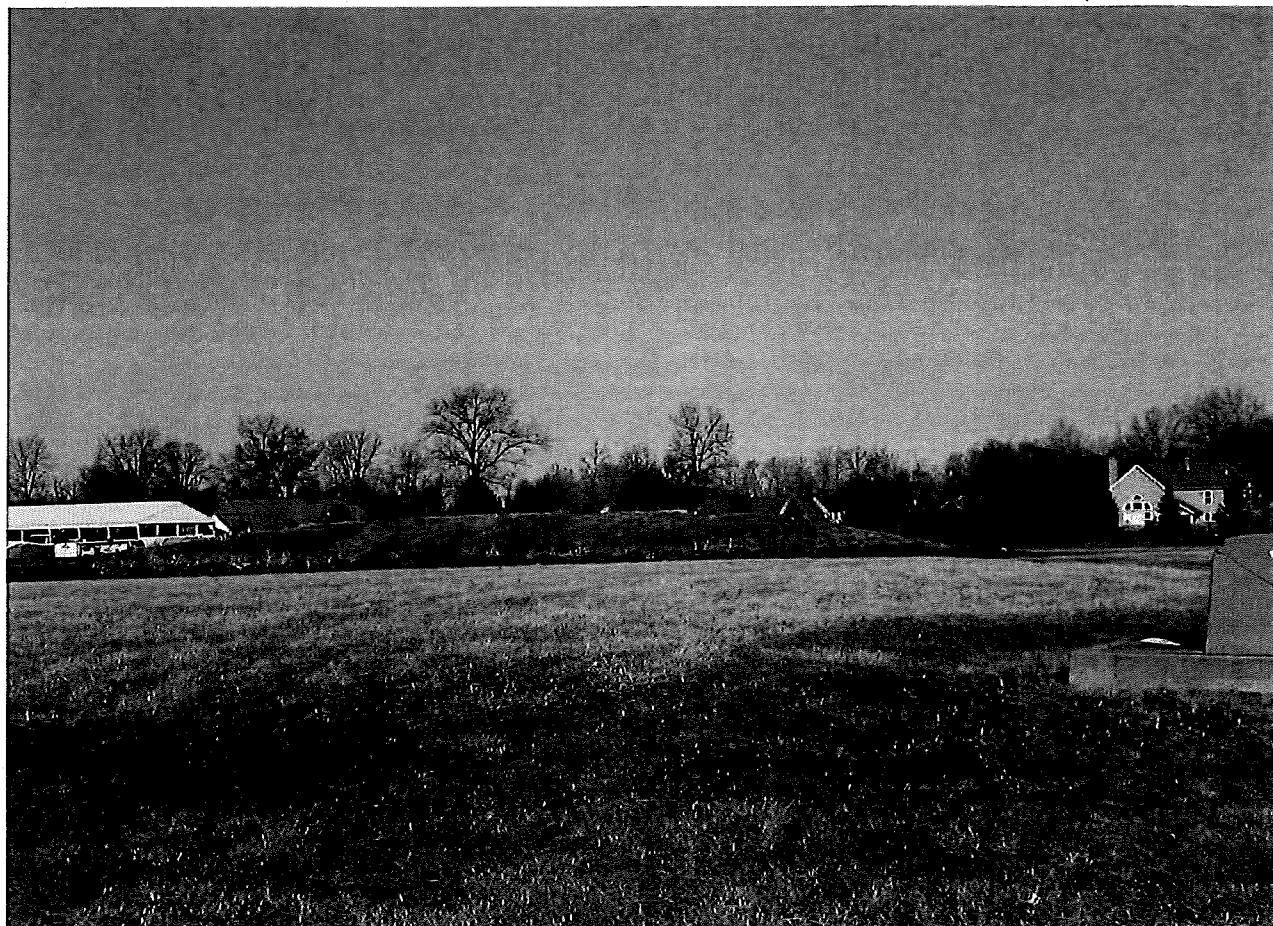




Lot # 7



Lot 483





Lot # 10



Lot # 9

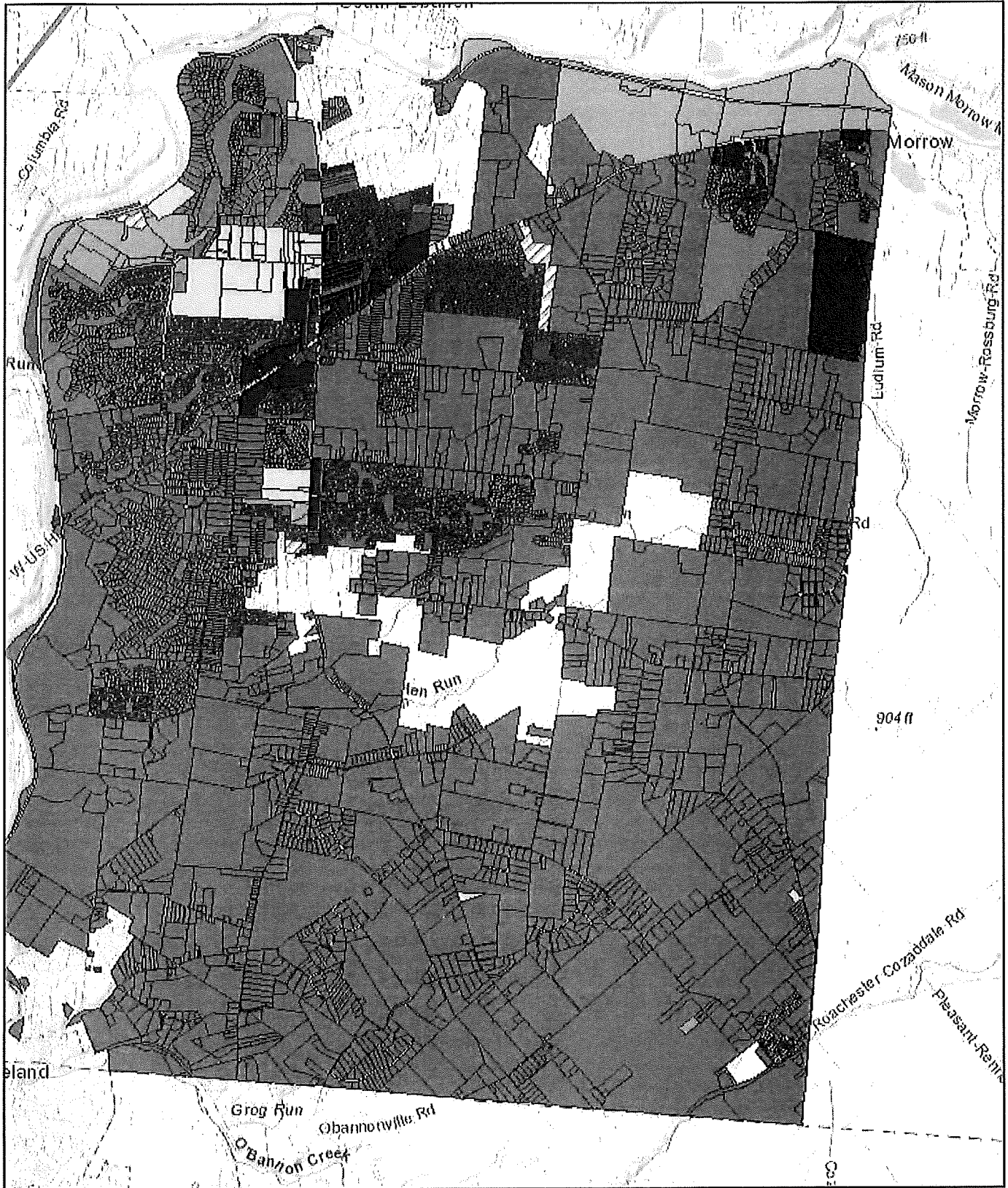


318 Grandin - Reeder Property








Hamilton Township Zoning

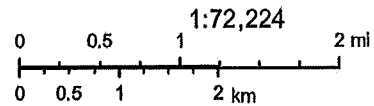


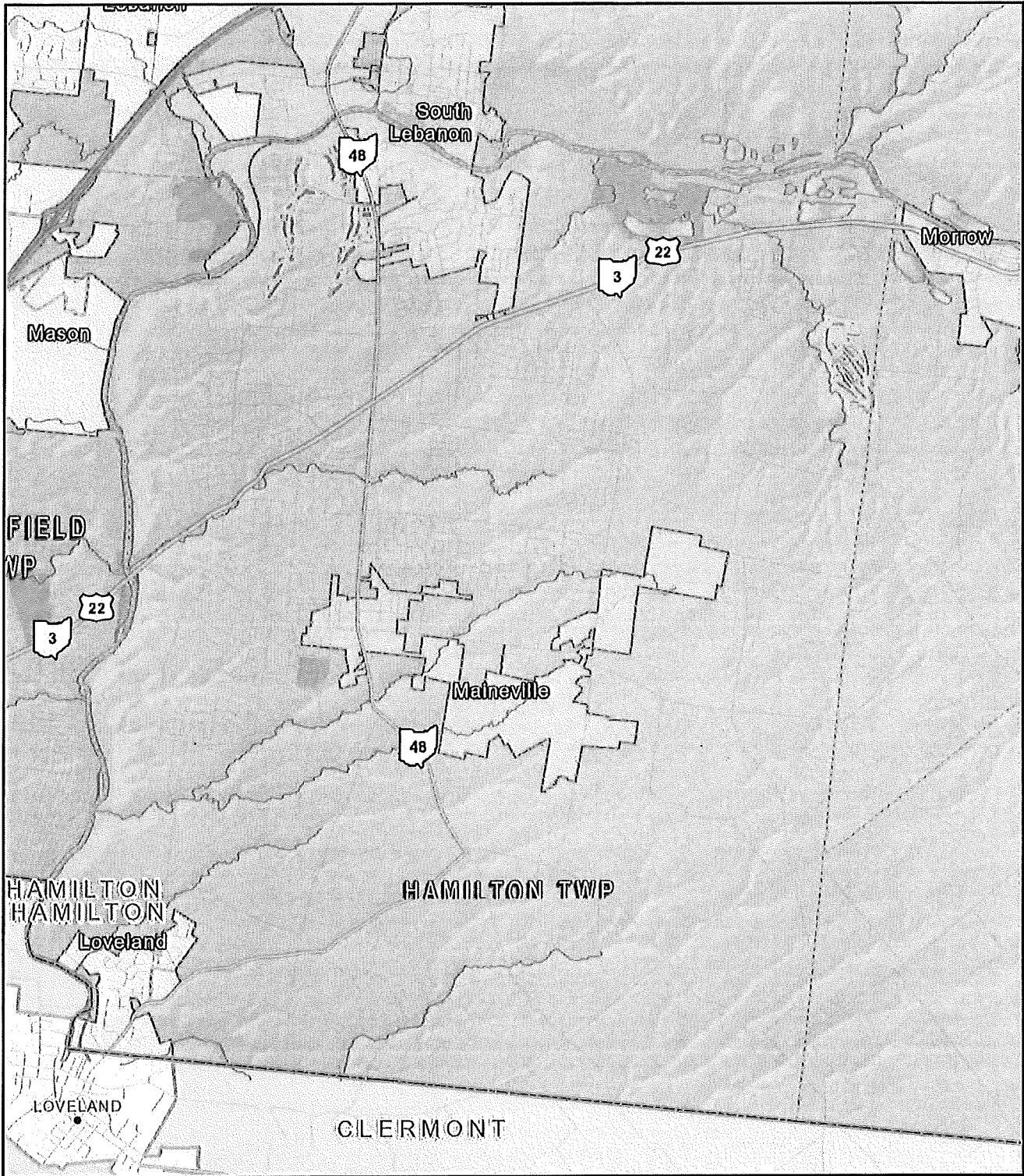
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Zoning Classification

-  B-1 Neighborhood Business Zone
-  B-2 General Business Zone
-  Multiple Zones, Call Township

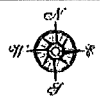
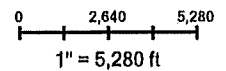
-  M-H Mobile Home Park Zone
-  R-1 Single Family Residence Zone
-  R-2 Two Family Residence Zone
-  R-3 Multi-Family Residence Zone



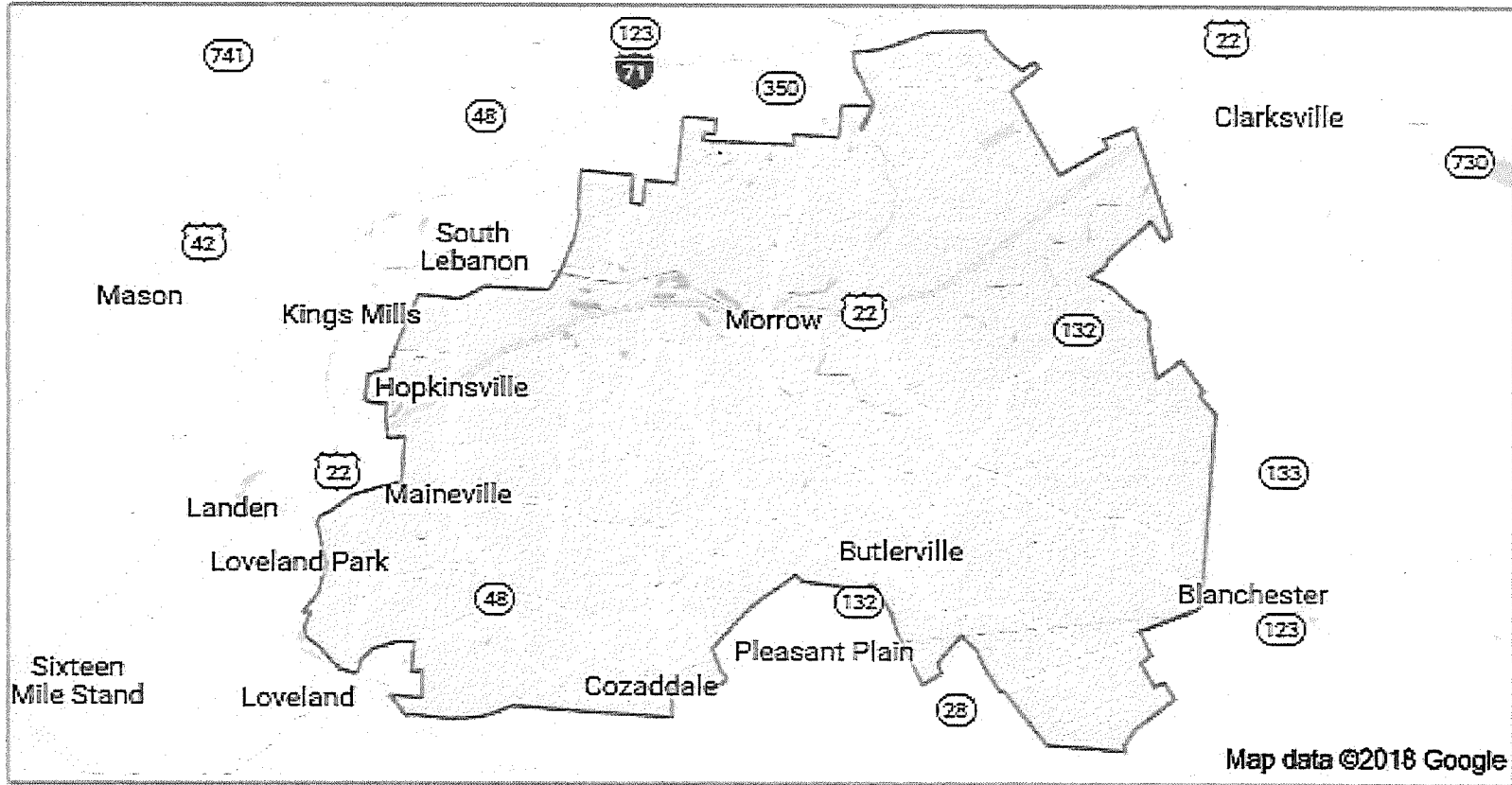


Warren County Legend

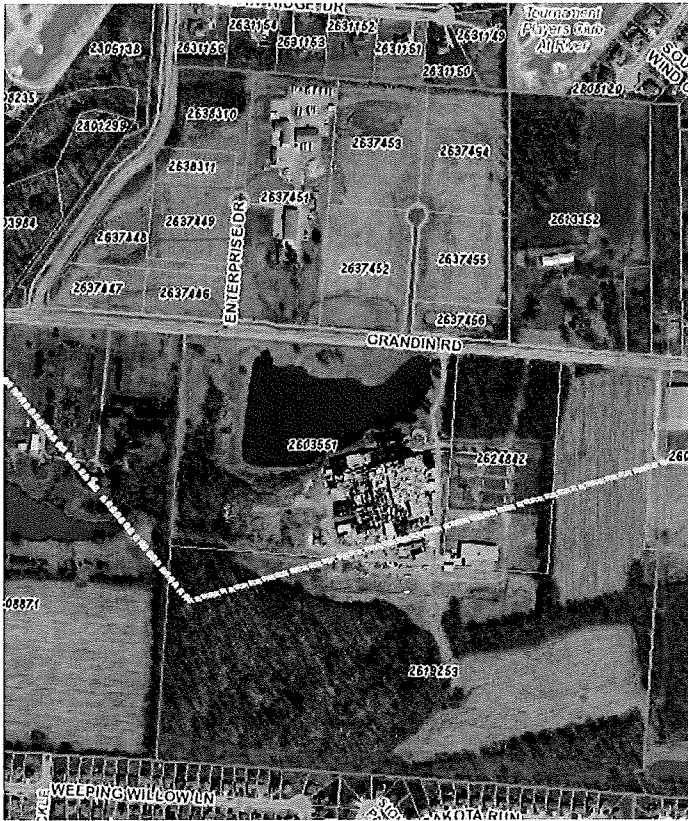
Interstate	County Boundary	Overpass Line	School Line	Township & Range
US Route	Auditors Tract Line	Parcel Line	Section Line	Tract Line
State Route	Civil Township Line	ROW Unknown Width	Subdivision Limit	VMS Line
Local Road	Corporate Line	Road ROW	Subdivision Lot Line	Vacated Road Line



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Little Miami Schools, Ohio



Grandin Road, Warren County, Ohio

The proposed CRA properties on the north side of Grandin are ready for development and two lots with new businesses. We feel the CRA will encourage more growth on the established lots. The far right on the north side is an older home, currently zoned industrial.

The entire proposed properties on the south side of Grandin are an old industrial site. It was scrapped and left vacant for years. Now a developer is trying to clean up the site and has an interested party. As noted earlier, a CRA will allow the Township to compete with local cities for a new industrial development. We have 100% agreement from the Warren County Commissioners, Township Trustees and the local school board since this will possibly provide jobs for residents and spur future growth.

Resolution

Number 18-0416

Adopted Date March 20, 2018

APPROVE MODIFICATION TO THE FEE SCHEDULE WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT

WHEREAS, this Board met this 20th day of March 2018, to consider a modification to the fee schedule within the Warren County Zoning Department to remove the Three-Family classification from the schedule and replace with a Multi-Family classification within the Commercial/Industrial; and

WHEREAS, this Board has considered the recommendation by the Zoning Supervisor and all those present to speak in favor of or in opposition to said modification; and

NOW THEREFORE BE IT RESOLVED, to approve a modification to the fee schedule within the Warren County Zoning Department; modification attached hereto and made a part hereof.

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Building Department (file)
Zoning Department (file)
Public hearing file

Zoning Fees

Square Footage	Fees
0 - 200 Sq. Ft.	\$35.00
201 - 400 Sq. Ft.	\$50.00
401 - 960 Sq. Ft.	\$100.00
961 - and above	\$250.00
All single family homes	See chart above
All additions/remodels/	See chart above
All decks/accessory buildings/structures (see chart above)	not to exceed \$100.00
Basement Finishes	flat fee \$35.00
Revisions (requiring new plot plan)	\$50.00
Commercial/Industrial/Multi-Family (plus .10 sq. ft.) < 3,000 sq.ft. Min	\$300.00
Rezoning/Non-commercial ("RU", "RI", "RIA", "R1B", "R2")	\$500.00
Rezoning/Commercial (includes all other zones)	\$750.00
Rezoning/PUD (plus \$1.00 per lot)	\$650.00
Appeals/Administrative	\$500.00
Variance/Non-commercial ("RU", "RI", "RIA", "R1B", "R2")	\$500.00
Variance/Commercial (includes all other zones)	\$750.00
Site Plan Review	\$500.00
Conditional Use/Site Plan Review	\$500.00
Reactivate permit (dormant one year)	½ original fees
Tenant Finish (plus .10 sq. ft.) over 1,500 sq. ft.	\$150.00
Two- Family and Three-Family (per unit)	\$150.00
Signs (one or multiple) (plus \$1.00 sq. ft. over 100 sq. ft.)	Min.\$100.00 Max. \$180.00
Billboards (plus \$1.00 per sq. ft.) over 100 sq. ft.	Min. \$100.00
SOB (sexual oriented business)	\$250.00
SOB (renew \$125.00 per year)	\$125.00
In ground pools	\$100.00
Above ground pools	\$50.00
Garage/basement/yard sales	\$5.00
Mobile Home Occupancy during single family construction	\$50.00
Zoning Codes (Code "A", "B" and Airport Code)	\$25.00
Maps	\$15.00
Aquifer / Wellhead	\$100.00
Bed / Breakfast	\$100.00
Construction / Sales Trailer	\$100.00
Home Occupation	\$100.00
Solid Waste	\$100.00
Telecommunication Towers	\$100.00
Tents (Commercial) (one or multiple tents on same permit)	flat fee \$100.00
Residential Towers (amateur radio, windmill, solar panels, wind turbine ECT.)	\$35.00

(Fence permits do not require zoning permits)

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

Resolution

Number 18-0417

Adopted Date March 20, 2018

APPROVE REIMBURSEMENT OF DAMAGE CAUSED BY A WATERMAIN BREAK ON TUESDAY FEBRUARY 13, 2018

WHEREAS, on Tuesday, February 13, 2018 the watermain on Russell Ave. in Franklin Township, Ohio broke and water, mud and debris washed through the yard and into the home located at 5744 Russell Avenue causing damage; and

WHEREAS, the homeowner, Norma Kennard, did not have insurance that covered the cost of damages; and

WHEREAS, the homeowner is requesting the County consider reimbursing the cost of the furnace replacement expense of \$3,000.00 as this presents a financial hardship for the property owner; and

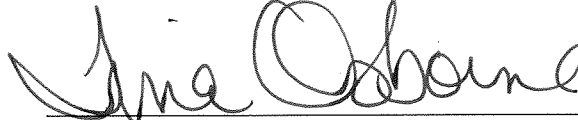
NOW THEREFORE BE IT RESOLVED, to approve reimbursement to Norma Kennard in the amount of three thousand dollars (\$3,000.00).

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

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

Resolution adopted this 20th day of March 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Jmb

cc: Auditor BO
Water/Sewer (file)
OMB