

Resolution

Number 19-1126

Adopted Date September 03, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO MICHAELA BECKETT
WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Michaela Beckett; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Michaela Beckett not to exceed twelve (12) weeks; pending further documentation from Ms. Beckett's physician.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
M. Beckett's FMLA file
OMB – Sue Spencer

Resolution

Number 19-1127

Adopted Date September 03, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO ABBIE DOWNIE WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Abbie Downie; and

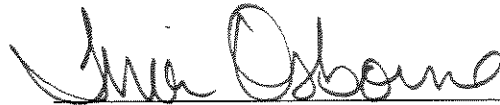
NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Abbie Downie not to exceed twelve (12) weeks; pending further documentation from Ms. Downie's physician.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
A. Downie's FMLA file
OMB – Sue Spencer

Resolution

Number 19-1128

Adopted Date September 03, 2019

CONTINUE TEMPORARY EMPLOYMENT FOR MIRANDA GRIFFITH AS A TEMPORARY ADMIN WORKER WITHIN THE DEPARTMENTS OF TELECOMMUNICATIONS AND THE COMMISSIONERS' OFFICE

WHEREAS, Miranda Griffith was hired as a temporary Admin Worker for the Water and Sewer Department June through August of 2019; and

WHEREAS, the director of Telecommunications has requested a temporary Admin Worker to help with projects within the department from September through October of 2019; and

WHEREAS, the Clerk has requested a temporary Admin Worker to cover an upcoming extended medical leave within the Commissioners' Office from November 2019 thru March 2020; and

NOW THEREFORE BE IT RESOLVED, to hire Miranda Griffith as a Temporary Admin Worker within Telecommunications from September 2019 through October 2019, and as a Temporary Admin Worker within the Commissioners' Office from November 2019 through March 2020, full-time, temporary, non-exempt status (40 hours per week), \$10.00 per hour; and

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

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 19-1129

Adopted Date September 03, 2019

RESCIND RESOLUTION #19-1060 WHICH ACCEPTED THE RESIGNATION OF WYATT ALLEN, WATER DISTRIBUTION WORKER I, WITH IN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, the Director and Superintendent have indicated that Mr. Wyatt no longer plans to resign his position and the Director and Superintendent have requested to rescind Mr. Wyatt's resignation; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #19-1060 adopted August 20, 2019, which accepted the resignation of Wyatt Allen, Water Distribution Worker I within Warren County Water and Sewer Department.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Water and Sewer (file)
W. Allen's Personnel File
OMB-Sue Spencer

Resolution

Number 19-1130

Adopted Date September 03, 2019

APPROVE PAY INCREASE FOR ADAM OSTERDAY, SEWER MAINTENANCE FOREMAN, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Osterday has complete the requirements of obtaining an Ohio EPA Wastewater collection Certification Class 1 licensure and completed his backhoe certification within the allotted time frame as defined by resolution 17-1836, adopted November 21, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Adam Osterday, Sewer Maintenance Foreman, due to completing said requirements of obtaining and Ohio EPA Wastewater Collection Certification Class 1 and completing his backhoe certification, to \$26.50 per hour, effective pay period beginning August 31, 2019.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
A. Osterday's Personnel file
OMB - Sue Spencer

Resolution

Number 19-1131

Adopted Date September 03, 2019

APPROVE PROMOTION OF JONATHAN YOUNG TO THE POSITION OF WATER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Young has successfully completed his 150 hours of backhoe training and is eligible to be promoted to a Water Distribution Worker III classification; and

WHEREAS, it is the desire of the Board to promote Jonathan Young to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Jonathan Young to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$20.83 per hour, effective pay period beginning August 31, 2019; and

BE IT FURTHER RESOLVED, Mr. Young will receive the typical three (3) percent increase after completing his year of probation on March 25, 2020, effective pay period beginning March 28, 2020.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
J. Young's Personnel file
OMB – Sue Spencer
Theresa Reier

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1132

Adopted Date September 03, 2019

HIRE KATHLEEN PENA, UNIT SUPPORT WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Kathleen Pena within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #2, \$13.06 per hour, under the Warren County Job and Family Services compensation plan, effective September 23, 2019, subject a negative drug screen, background check and a 365 day probationary period.

BE IT FURTHER RESOLVED, Ms. Pena will not be eligible for the typical three (3) percent increase given at end of probation as her current wage reflects her prior experience.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)
K. Pena's Personnel file
OMB – Sue Spencer

Resolution

Number 19-1133

Adopted Date September 03, 2019

APPROVE LATERAL TRANSFER OF KEVIN HOGG FROM THE POSITION OF
ALTERNATIVE RESPONSE CASEWORKER II TO INVESTIGATIVE CASEWORKER II
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has requested the lateral transfer of Mr. Hogg to
said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Kevin Hogg from the
position of Alternative Response Caseworker II to Investigative Caseworker II within the Warren
County Department of Job and Family Services, Children Services Division effective September
9, 2019.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
K. Hogg's Personnel file
OMB – Sue Spencer

Resolution

Number 19-1134

Adopted Date September 03, 2019

SET PUBLIC HEARING CONCERNING PROPOSED AMENDMENTS TO THE WARREN COUNTY SUBDIVISION REGULATIONS

WHEREAS, pursuant to Ohio Revised Code Section 711.10, this Board must set a public hearing to consider amendments to the Warren County Subdivision Regulations; and

WHEREAS, this Board is in receipt of a recommendation from the Warren County Regional Planning Commissioner to amend the Warren County Subdivision Regulations; and

NOW THEREFORE BE IT RESOLVED, to set September 24, 2019 at 9:15 a.m. as the date and time for the public hearing concerning proposed amendments to the Warren County Subdivision Regulations.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: RPC (file)
Public Hearing file

Resolution

Number 19-1135

Adopted Date September 03, 2019

REJECT BIDS RECEIVED FOR THE RE-BID 2019 BOARD OF ELECTIONS SALE OF VARIOUS SCRAP METAL

WHEREAS, bids were received by the Board of Commissioners for the Re-Bid 2019 Board of Elections Sale of Various Scrap Metal on Tuesday, August 27, 2019 @ 9:00 a.m.; and

WHEREAS, it is the desire of the Board, upon recommendation of Brian Sleeth Director of Board of Elections, that it is necessary to reject the bid; and

NOW THEREFORE BE IT RESOLVED, to reject the bid received for the Re-Bid 2019 Board of Elections Sale of Various Scrap Metal.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: OMB Bid File
Board of Elections (file)

Resolution

Number 19-1136

Adopted Date September 03, 2019

AWARD THE BID FOR THE SALE OF VARIOUS SCRAP METAL FOR THE WATER & SEWER DEPARTMENT

WHEREAS, bids were closed at 9:00 am., August 29, 2019, and bids were received, opened and read aloud for the Sale of Various Scrap Metal for the Water and Sewer Department, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Chris Wojnicz, Warren County Deputy Sanitary Engineer, The David Hirschberg Steel & Recycling Co., has been determined to be a fully responsive and responsible bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Deputy Sanitary Engineer, that bid be awarded to The David Hirschberg Steel & Recycling Co 229 Longworth St., Cincinnati Ohio, for fire hydrants, cast iron, copper, brass, water meters and various scrap metal for a total sale price of \$120.00 per ton for all materials loaded into a roll-off container which is to be supplied, delivered and picked up by The David Hirschberg Steel & Recycling Co.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jad

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 19-1137

Adopted Date September 03, 2019

APPROVE AND ENTER INTO AN AGREEMENT WITH MODERN OFFICE METHODS
ON BEHALF OF WARREN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

BE IT RESOLVED, to enter into an agreement with Modern Office Methods, regarding the purchase of the Cannon IRC5560illl copier; as attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Modern Office Methods
CSEA (file)



GUARANTEED MAINTENANCE AGREEMENT

Agreement # _____

Legal Name of Client **Warren County CSEA**
 500 Justice Drive of **Lebanon, OH 45036**

Start Date From: / /	Expiration Date To: / /	Term: 60 Mos.	Total Base Payment for Group \$ <u>482.71</u>
		<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	

Meter Readings Billed Quarterly

Billing Breakdown: (Check One) Itemized Consolidated W/Detail # Machines Included 1

Contract Type (Walk-Up Functionality):

<input type="checkbox"/> Limited GMA Coverage: Includes: parts & Labor Excludes: Drum, Developer, Toner/Ink, Masters & Staples	<input type="checkbox"/> Regular GMA Coverage: Includes: Parts, Labor, Drum & Developer Excludes: Toner/Ink, Masters & Staples	<input checked="" type="checkbox"/> Total Care GMA Coverage: Includes: Parts, Labor, Drum, Developer, Toner/Ink Excludes: Masters & Staples
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Base Item #:	IRC5580III	Serial #:	Begin Meter
Base GMA Rate Black:	0.00773	Base GMA Rate Color:	0.056
Allowance Black:	25,500	Allowance Color:	5,100
Overage Rate Black:	0.00773	Overage Rate Color:	0.056

Base Item #:	Serial #:	Begin Meter
Base GMA Rate Black:	Base GMA Rate Color:	Black:
Allowance Black:	Allowance Color:	Color:
Overage Rate Black:	Overage Rate Color:	

Base Item #:	Serial #:	Begin Meter
Base GMA Rate Black:	Base GMA Rate Color:	Black:
Allowance Black:	Allowance Color:	Color:
Overage Rate Black:	Overage Rate Color:	

Comments: COST PER COPY FIXED FOR 60 months TERM

My signature on this form acknowledges acceptance of the complete terms and conditions for Maintenance Agreements attached (revised 4-21-11).

Customer Acceptance [Signature] Date 8/20/19

MOM Acceptance [Signature] Date _____

Notice: This GMA Agreement is not binding on MOM until accepted by a MOM Corporate Officer.

GMA Revised: 4/21/11 8/20/2019

APPROVED AS TO FORM
[Signature]
 Keith W. Anderson
 Asst. Prosecuting Attorney

1 ACCEPTANCE: This agreement shall become binding when it has been signed by the client and accepted by a MOM corporate officer, provided however, that if there are modifications to this Agreement, or pricing not standard with the authorized published price schedule, this Agreement is not valid until it has been accepted in writing by the signature of an authorized representative of MOM in Cincinnati, Ohio. In such a case, this is the sole and exclusive basis of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance by MOM of this agreement.

2 LIMITED WARRANTY: If the Client elects not to take a Maintenance Contract, a Limited Warranty is given by MOM. The Limited Warranty provides maintenance coverage for a period of 90 days or the number of copies allowed under a quarterly, Standard Volume Maintenance Agreement, whichever comes first. Preventative Maintenance Kits are not included.

3 METER CHARGES: Charges in addition to the base rate for Guaranteed Maintenance, Client agrees to pay on a monthly or quarterly basis for all copies in excess of the number of copies per quarter included. The charge per copy is stated in the Coverage Rate, above.

4 GENERAL SCOPE OF COVERAGE: This agreement covers both the labor and the material for adjustments, repairs and replacements of parts as necessitated by normal use of the equipment except on hardware provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or cause beyond MOM's control, such as acts of God, as determined by the dealer are not covered. In addition, MOM may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by MOM, or if parts, accessories or components not authorized by MOM are fitted to the equipment.

5 SERVICE CALLS: Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

6 EXTENT OF LABOR SERVICES: Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts described in Paragraph 7. Labor is not included on service calls that are placed specifically to perform operator functions as outlined in the operator guide, i.e.: toner cartridge replacement, fuser oil replenishment, or Photo Conductor Replacement. Labor incurred by a fault in the client's network is not included in this agreement unless the network is covered under a separate agreement.

7 LIMITED COVERAGE - REPAIR AND REPLACEMENT OF PARTS: All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this agreement. Exceptions are:
* Plain Paper Copiers: Limited Coverage excludes Drums, Developers, Consumables; Limited coverage is available only on selected fax machines, low volume copiers, selected printers and shredders.
* Full Coverage excludes Consumables; a separate charge is made for coverage to accessories.
* Total Drum Coverage (See Paragraph 2b)
* Fuserless Machines: EP cartridges, drum, and developer unit.
* Flyer Print Copiers are considered to be a stand-alone appliance. Parts and labor for service on the Flyer are not included unless a specific contract is purchased in addition to the base unit.

8 EXCLUSION TO MAINTENANCE SERVICES: Repair of damage or increase in service time caused by use beyond Manufacturer's recommendations, or by use of the equipment for purposes other than those for which designed, the foregoing item excluded from maintenance service, if performed by MOM, will be charged to the Client at MOM's applicable time and material rates and terms then in effect.

9 TERM: This agreement shall become effective upon acceptance by MOM of the Guaranteed Maintenance Agreement and shall continue until the expiration date. It shall be automatically renewed for successive 12 month periods subject to the receipt by MOM of the maintenance charge in effect at the time of renewal, provided that the Client is not then in default.

10 CHARGES: The initial annual charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Client agrees to pay the total of all charges for maintenance including applicable taxes during the initial term and any renewal term within 30 days of the date of MOM's invoice for such charges. Client understands that alterations, adjustments or application charges may require an increase in maintenance charges and agrees to pay such charges promptly when due.

11 BREACH OR DEFAULT: This agreement remains in effect for the stated contract period provided the Client pays for all charges due on maintenance (including meter charges), parts, supplies, lease/rental payments, and on the equipment provided by MOM.

If the Client does not pay for all charges promptly when due, dealer may (A) refuse to service the equipment, (B) furnish service on a cash only basis at published Per Call rates or (C) initiate third party collection efforts. If equipment is moved to a new Dealer service zone, Dealer shall have the option to charge, and the Client agrees to pay, the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rated basis. If equipment is moved beyond MOM's published service zones, Client agrees to pay a fair and reasonable up charge for continued maintenance under this agreement, taking into account the distance to Client's new location and MOM's published rates for service on a "Per Call" basis.

12 AUTHORIZED SUPPLIES: The systems represented by MOM are designed to give excellent performance with MOM Authorized supplies including MOM Authorized consumables. If the Client uses other than MOM authorized supplies, and as such supplies are defective or not acceptable for use on these machines and cause abnormal frequent maintenance charge service calls or service problems, then MOM may, at its option, terminate this agreement. In that event, the Client will be without service on a "Per Call" basis at published rates. It is a condition of this agreement however, that the Client use only MOM authorized supplies.

13 REFUNDS, CANCELLATION AND EXCHANGES: This agreement remains in effect for the stated contract period. There is no refund for a contract cancelled before the expiration of the contract period. This no refund policy is in effect without regard to the time at which the contract is cancelled and without regard to the reasons for the cancellation. If the Client should elect to acquire a new or different system from MOM, MOM will exchange the dollar value of the unused portion of the contract for an equal dollar amount of guaranteed maintenance on the newly acquired system. This exchange is based upon the amount paid for the current contract and the published base price of the contract for the new equipment. This exchange can occur only with the purchase or lease of the new system from MOM, and provided the Client has no current outstanding or past due balances due to MOM.

N/A
mch

14 MONTHLY OR QUARTERLY BILLING OPTIONS: This is an annual contract, however, Client may request billing of the contract on a quarterly or a monthly basis. Such a request is subject to the prior approval of MOM. Any request for quarterly billing is subject to an additional charge equal to 0% of the base contract amount. Requests for monthly billing are subject to an additional charge of 20% of the base contract amount. All monthly and quarterly billings must be paid upon receipt. Failure to pay within 30 days from invoice date will result in cancellation of the contract for nonpayment, and all calls charged on a Per Call basis beginning with the day following the last paid monthly or quarterly period. Minimum billing amount for monthly or quarterly billing is \$50.00 per month, \$160.00 per quarter.

0%

0%

15 OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per copy and the per copy charge over the base minimum by a maximum of 15% of the existing charge.

16 NO WARRANTY: Other than the obligations set forth herein, MOM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. MOM SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.

17 ATTACHMENTS OR PERIPHERALS: MOM will not be responsible for the performance or maintenance of any supporting devices or peripherals added by the Client on to the equipment as described in this contract. This includes, but is not limited to Computers, printers, control devices, memory, upgrades, and software. Further, damage or malfunction incurred as the result of the connection of an unauthorized item to the equipment described herein, would NOT be covered by this agreement and charged to the Client on a "Per Call" basis.

18 POWER FLUCTUATIONS: Service Calls determined by MOM to be the result of fluctuations in power to the system, and not protected by a power protection device approved by MOM, will not be covered by this agreement. Charges will be on a Per Call basis.

19 TOTAL CARE VOLUME COMMITMENT: The monthly copy volume commitment represents the minimum monthly volume commitment by the Client. The volume commitment limits the applicable Per Copy Service Charge will be reflected on the service billing according to your plan's billing frequency. All bills will arrive 30-45 days in advance of the coverage period. A meter reading will be taken according to the meter reading frequency established for your plan. Copies in excess of the minimum will be billed at the applicable plan rate. You may not carry over a credit from any month/quarter during which you produce fewer copies than the monthly/quarterly minimum.

20 TOTAL CARE CONSUMABLES: Total Care Service includes full service, parts and labor, drum, developer, toner, and toner waste bag. Paper, staples, transparency film, and labels are not included in the plan but are available through MOM at 1-800-345-8888. The Client is responsible for ordering, as needed, and maintaining an adequate inventory of consumable supplies. Freight on supplies will be prepaid and added to your invoice. Standard shipping is via UPS ground service. Any special shipping, including overnight delivery, can be arranged at an additional charge to the Client. No more than one quarter's average usage of supplies may be kept on hand at any time. A meter read and serial number will be requested at time of order. You agree to use consumable supplies ordered under this agreement only in conjunction with equipment subject to this agreement. From time to time, we shall follow consumable supplies ordered by and shipped to you and the actual copy volume made on equipment covered by this agreement. In the event of a significant variance between the expected toner yield and the amount and/or type of consumable supplies ordered and the type and/or copy volume made on such equipment, we have the right to either:
1) Charge you an additional \$,000 per copy for any variance in excess of 20 percent. Variance will be calculated using manufacturer's recommended yield.
Request that you purchase additional supplies to account for the variance caused by your unique applications. If this agreement expires or is terminated, you shall promptly make all unused consumable supplies available for our pick-up. All supplies in your possession belong to Modern and will be made available to us if this agreement is cancelled for any reason, including non-payment. Such returned consumable supplies will not be credited to your account.

21 TOTAL CARE NEW MACHINE WARRANTY: This 90-day new machine warranty is included in this program and is reflected in the first year's pricing structure.

22 MISCELLANEOUS: This Agreement shall be governed by and construed according to the laws of the State in which dealer is located applicable to agreements wholly negotiated, executed and performed in such state. It constitutes the entire agreement between the parties and may not be modified except in a writing signed by duly authorized officers of MOM and the Client.

23 FINANCE CHARGES: Client agrees to pay the net amount due by the due date printed on the invoice. Amounts past 30 days are subject to 1 1/2% per month finance charge.

Customer Acceptance

[Signature] Date

8/26/2019



Site Survey

v9.18.17

General			
Company	Warren County CSEA	Contact	Dana Puckett
Address	500 Justice Drive	Phone #	513-695-1595
City St Zip	Lebanon OH 45036	e-Mail	dana.puckett@jfs.ohio.gov
Order #		Sales Rep	Murley
Date	8/9/2019		
Delivery Information			
Model	IRC5560III	Steps	<input type="checkbox"/>
Location	<input checked="" type="checkbox"/> 115w/15a <input type="checkbox"/> 115w/20a <input type="checkbox"/> 220v/20a	Elevator	<input type="checkbox"/>
IP Address	<input checked="" type="checkbox"/>	Dock	<input type="checkbox"/>
Model		Steps	<input type="checkbox"/>
Location	<input type="checkbox"/> 115w/15a <input type="checkbox"/> 115w/20a <input type="checkbox"/> 220v/20a	Elevator	<input type="checkbox"/>
IP Address	<input type="checkbox"/>	Dock	<input type="checkbox"/>
Connectivity & Software			
IT Contact	MARIE HUBER	<input type="checkbox"/> User Codes	<input checked="" type="checkbox"/> Scan to Email
IT Phone	513-695-1697	<input type="checkbox"/> Desktop Fax	<input checked="" type="checkbox"/> Scan to Folder
IT Email	MARIE.HUBER@JFS.OHIO.GOV	<input checked="" type="checkbox"/> Fax Forward	<input type="checkbox"/> PPDM
<input checked="" type="checkbox"/> Internal	<input type="checkbox"/> Outsourced	<input type="checkbox"/> PS for Macs	
Who will be networking the equipment?	<input checked="" type="checkbox"/> MOM	Is there a network drop available within 5 feet of the machine?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Client	<input type="checkbox"/> Not Connected	Is there a fax line available within 5 feet of the machine?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Modern Office Methods (MOM) would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment.			
<input type="checkbox"/> DCA Already Installed		<input type="checkbox"/> DCA Install Approved	
Network Services & Installation Rates Charge Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these services will be billed at MOM's prevailing rate.		Software Acknowledgement & Release Client hereby acknowledges that it has requested Modern Office Methods (MOM) to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns to indemnify MOM, its owners & employees from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.	
Connectivity Warranty Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, and/or purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.		NO SOFTWARE WILL BE INSTALLED ON COMPUTERS	
Client Responsibilities Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client.		Signature: <i>[Signature]</i> Date: 8/24/2019	
<ul style="list-style-type: none"> - Provide a dedicated polarized electrical power outlet. - Provide a dedicated analog fax line if faxing is required. - Provide a dedicated active network port and proper cabling. - Provide adequate space for the equipment meeting the manufacturer's specifications. - Provide a network administrator on site or have administrator available by phone for installation support and training. 		Network Installation Terms & Conditions Acceptance	
Post-Installation Training <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Key Operator Contact	Dana Puckett	Phone #	695-1595
		e-Mail	dana.puckett@jfs.ohio.gov
Special Instructions			



Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

MODERN OFFICE METHODS

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

X [Empty box for describing the purchase activity]

Purchaser must state a valid reason for claiming exception or exemption.

X WARREN COUNTY CSEA

Purchaser's name

X 500 JUSTICE DR.

Street address

X Lebanon, Ohio 45036

City, state, ZIP code

X [Signature]

Signature

DIRECTOR

Title

X 8/26/2019

Date signed

[Handwritten signature]

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

WARREN COUNTY AUDITOR

406 JUSTICE DRIVE, LEBANON, OHIO 45036



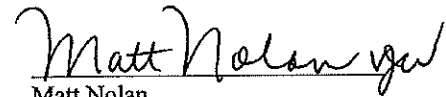
WARREN COUNTY BLANKET CERTIFICATE OF EXEMPTION

The undersigned hereby certifies that the articles of tangible personal property purchased or the transactions by which lodging by a hotel is or is to be furnished to transient guests from **Modern Office Methods** after **January 1, 2019** shall be purchased for Warren County, a political subdivision of the State of Ohio as exempted by Section 5739.02(B)(1) of the Ohio Revised Code:

County Government
Tax Exempt # 31-60000-58W

This certificate shall continue in force until revoked and shall be considered a part of each order given to the above named vendor unless the order specifies otherwise.

Signed


Matt Nolan

Title Warren County Auditor
Address 406 Justice Dr.
Lebanon, Ohio 45036
Date 08/14/2019
Phone 513-695-1101

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Tom Murley, holding the title and position of Account Executive at the firm Modern Office Methods, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

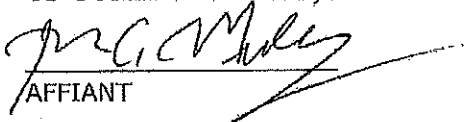
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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

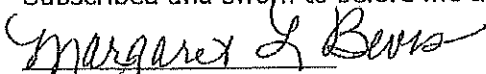
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

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

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

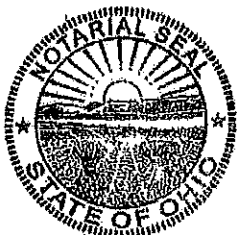

AFFIANT

Subscribed and sworn to before me this 15th day of August 2019


(Notary Public),

Hamilton County.

My commission expires 9/14 20 22



MARGARET L. BEVIS
Notary Public, State of Ohio
My Commission Expires 09-14-2022

Resolution

Number 19-1138

Adopted Date September 03, 2019

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UNDERSIGNED COMMUNITY PARTNERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES (WCCS OR THE AGENCY)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Children Services and the Undersigned Community Partners; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—Warren Co. Juvenile Court
Warren Co. Prosecutor
Warren Co. Sheriff
Warren Co. Human Services
Warren Co. Board of DD
Ohio State Highway Patrol Post 83
Warren Co. Educational Service Center
Child Advocacy Center of Warren Co.
Warren Co. Humane Society
Dayton Children's Hospital
Carlisle Police Dept.
Franklin Police Dept.
Harveysburg Police Dept.
Loveland Police Dept.
Maineville Police Dept.
Middletown Police Dept.
Morrow Police Dept.
Mental Health Recovery Services of Warren and Clinton Counties
Lebanon Police Dept.
Mason Police Dept.
Monroe Police Dept.
Springboro Police Dept.
Waynesville Police Dept.
Mason Municipal Court
Franklin Municipal Court
Middletown Municipal Court
Lebanon Municipal Court
Kings Island Security
Clearcreek Twp. Police Dept.
Hamilton Twp. Police Dept.
Children Services (file)

WARREN COUNTY CHILD ABUSE AND NEGLECT INTERAGENCY MEMORANDUM OF UNDERSTANDING

WHEREAS, Ohio Revised Code § 2151.421(K) and Ohio Administrative Code § 5101:2-33-26 mandate that each public children services agency shall prepare a Memorandum of Understanding that is signed by the following parties:

1. The juvenile judge of the county or the juvenile judge's representative;
2. The county peace officer;
3. All chief municipal peace officers within the county;
4. Other law enforcement officers handling child abuse and neglect cases in the county;
5. The prosecuting attorney of the county;
6. The county department of job and family services;
7. The county humane society; and
8. Each participating member of the children's advocacy center pursuant to the interagency memorandum required by ORC § 2151.426; and

WHEREAS, ORC § 2151.421(K)(2) and OAC § 5101:2-33-26 further mandate that the required interagency memorandum of understanding shall set forth the normal operating procedure to be employed by all concerned officials in the execution of their respective responsibilities under ORC § 2151.421, reporting child abuse and neglect, and conducting child abuse or neglect assessments and investigations, as well as those relating to crimes involving child victims; and

WHEREAS, ORC § 2151.421(K)(2), further mandates that the required interagency memorandum of understanding shall have as two of its primary goals: (1) the elimination of all unnecessary interviews of children who are the subject of reports of suspected child abuse or neglect; and (2) when feasible, providing for only one interview of a child who is the subject of any report of suspected child abuse or neglect;

NOW THEREFORE, this memorandum of understanding (hereinafter the "MOU"), entered into by and among the required undersigned agencies on or about this 3rd day of September 2019, sets forth the responsibilities Warren County Children Services ("WCCS" or the "Agency") shares with the undersigned community partners and agencies who share an interest in the safety of children. The purpose of the MOU is to delineate clearly the roles and responsibilities of each official or agency in assessing or investigating child abuse or neglect in Warren County.

I. REPORTING CHILD ABUSE AND NEGLECT

Ohio law requires the reporting of all suspected child abuse and neglect by certain individuals. Proof of abuse or neglect is not required before reporting. Those who are uncertain about reporting because of concern about possible legal consequences should consider the child abuse or neglect reporting law, ORC § 2151.421.

Reports of suspected child abuse and neglect in Warren County shall be made to WCCS or to a municipal or county peace officer. When a municipal or county peace officer receives a report concerning the possible abuse or neglect of a child, the peace officer shall refer the report to WCCS. Reports to WCCS need to be made in person or by telephone. Do not fax or email information until after personal contact is made with WCCS, or at the request of the Agency.

A. REPORTING

Pursuant to ORC § 2151.421(A)(1), the following persons are mandated reporters:

- An attorney
- Health care professional
- Practitioner of a limited branch of medicine
- Licensed school psychologist
- Marriage and family therapist
- Coroner
- Administrator or employee of a child day care center
- Administrator or employee of a residential camp, child day camp, or private, nonprofit therapeutic wilderness camp
- Administrator or employee of a certified child care agency or other public or private children services agency
- School teacher
- School employee
- School authority
- Peace officer
- Agent of a county humane society
- Person, other than a cleric, rendering spiritual treatment through prayer in accordance with the tenants of a well-recognized religion
- Employee of a county department of job and family services who works with children and families
- Superintendent or administrator of the Department of Youth Services (DYS)
- Superintendent, board members, employees of, or investigative agents contracted by a county Board of Developmental Disabilities
- Respite care providers
- Employee of an entity that provides homemaker services
- A person performing home study assessments for purposes of foster placement or adoption
- Third parties employed by a children's services agency to assist in providing services to children or families
- Court Appointed Special Advocates (CASAs)
- Guardian ad Litem (GALs)

Section 2151.421(A) of the ORC requires that mandated reporters acting in an official or professional capacity who know, or have reasonable cause to suspect, that a child may be abused or neglected to report that knowledge to the public children services agency or a municipal or county peace officer in the county in which the child resides or in which the abuse or neglect has occurred.

Peace officers must report to the appropriate children services agency upon acquiring independent knowledge of suspected child abuse or neglect and/or upon receipt of a report of suspected child abuse or neglect. Each mandated reporter may also need to inform his or her own agency pursuant to that office/agency policy.

Mandated reporters are responsible for understanding their own mandatory legal duty to report and liability for failure to do so imposed upon each of them individually. Reports made to the Child Advocacy Center of Warren County ("CAC") pursuant to the CAC intake process do not substitute for the requirement to report suspected child abuse or neglect to WCCS. A mandated reporter who fails to report pursuant to ORC § 2151.421(A) is liable for civil damages to the child who would have been the subject of the report that was not made. Additionally, Ohio law provides for criminal penalties for failure to report a crime. WCCS is obligated to notify the prosecuting attorney or city director of law when any mandated reporter fails to report suspected or known child abuse or neglect. WCCS caseworkers will discuss with their supervisors and the director prior to such notification being made.

B. CONFIDENTIALITY OF REPORT

Confidentiality of the information provided in a report of suspected child abuse or neglect and of the name of the person who made the report is outlined in ORC § 2151.421(I). Such information shall not be released for use, and shall not be used as evidence in any civil action or proceeding brought against the person who made the report. The report is admissible in evidence and is subject to discovery in a criminal proceeding in accordance with rules of evidence and criminal procedure. While WCCS is restricted in the release of any information that identifies the person who made the report, the reporter may be called to testify in court.

C. FOLLOW-UP TO REPORT

If a mandated reporter who makes a child abuse report provides the Agency with his name, address, and telephone number at the time the report is made, this person is entitled to request and receive certain follow-up information relating to the child in question (ORC § 2151.421(L)). This information includes whether an investigation has been initiated; whether the investigation is continuing; whether the Agency is otherwise involved with the child; the general status of the child’s health and safety; and whether the report resulted in criminal charges or Juvenile Court proceedings. Each request by the mandated reporter is subject to verification of the identity of the person making the report.

D. IMMUNITY

Certain immunities from civil or criminal liability may apply relating to child abuse reports made by mandated reporters. Mandated reporters must utilize good judgment and good faith in reporting the child abuse in order to preserve this immunity (ORC § 2151.421(H)). The law provides criminal penalties for those who knowingly make or cause another person to make a false report alleging child abuse or neglect (ORC §§ 2151.421(I)(3) and 2921.14).

E. INTERVIEWING

During the assessment/investigation of the child abuse/neglect report, pursuant to the OAC, WCCS contacts and conducts interviews *or* makes appropriate referrals to the CAC in compliance with the CAC of Warren County Interagency Agreement and CAC Protocol for each alleged child victim, other children residing in the home, the alleged perpetrator(s), all adults residing in the home, and any person identified as a possible source of information. Pursuant to OAC § 5101:2-36-03, the Agency will not interview an alleged child victim without parental consent, unless one of several stated exigent circumstances exist.

In conducting an assessment/investigation, WCCS follows the restrictions and guidelines contained in the OAC, including, but not limited to, those contained in §§ 5101:2-36 and 5101:2-33.

II. CONTACTING WCCS

<u>Monday – Friday</u>	<u>8:00 a.m. to 4:30 p.m.</u>	513-695-1546
<u>Fax Number</u>		513-695-2957
<u>Hotline</u>	<u>After hours, weekends, and holidays</u>	513-695-1600

Telephone numbers for WCCS Offices are also listed for the public on the WCCS website at <http://www.co.warren.oh.us/ChildrenServices/default.aspx>

HOTLINE

Hotline operates anytime the office is closed, with a caseworker and a supervisor on call. Hotline caseworkers screen all calls and respond to emergency situations, including requests from law enforcement. As permitted by OAC § 5101:2-33-26, the Warren County Department of Emergency Services serves as the answering service for WCCS in cases where calls are not taken by the Agency.

III. WCCS SCREENING & INTAKE

A. STATE SCREENING GUIDELINES

Warren County Children Services follows the intake and screening procedures for referrals outlined in OAC § 5101:2-36-01 and in the Ohio Department of Job and Family Services Child Protective Services Worker Manual, located at <http://emanuals.ifs.ohio.gov/FamChild/CPSWM/>. For a list of the types of information / questions asked when a reporter calls in a referral, please contact screening personnel or intake supervisors.

B. WCCS REFERRALS TO LAW ENFORCEMENT - GENERALLY

Pursuant to OAC § 5101:2-36-12, WCCS will make a referral to law enforcement if the report alleges a criminal offense; if the Agency requires assistance in the assessment/investigation; or if a third-party investigation is required according to OAC § 5101:2-36-08. The Agency may request the assistance of another county children services agency for a third-party investigation pursuant to OAC § 5101:2-36-08.

During an assessment/investigation, WCCS may also request assistance from law enforcement if the Agency has reason to believe the child is in immediate danger of serious harm; the worker is or will be in danger of harm; a crime is being or has been committed against a child; or other circumstances exist as listed in OAC §§ 5101:2-36-03 and 5101:2-33-26.

In accordance with ORC § 2151.421, WCCS will conduct its investigations of alleged child abuse or child neglect in cooperation with the appropriate law enforcement agency and in accordance with this MOU and the local CAC Interagency Agreement and CAC Protocol.

Cases involving reports of individuals contributing to the delinquency of a child that do not meet the screening standards for opening a case are referred to law enforcement. The undersigned agencies work together in cases where children involved in Human Trafficking or Sex Trafficking is suspected. Warren County Children Services follows federal and state guidelines in reporting and recording this information.

Other duties and responsibilities in cooperative investigations among WCCS, law enforcement, and other parties to this MOU are described in more detail in section V of this MOU.

IV. INVESTIGATIONS INVOLVING CHILD FATALITY/ NEAR FATALITY

Any of the undersigned agencies with knowledge of a child fatality or near fatality, including cases involving abusive head trauma, shall report that information to WCCS if the child was a resident of Warren County at the time of the death or near-death incident.

Warren County Children Services is guided by OAC rules, Agency policy, and this MOU concerning activities, procedures, and investigations following a child fatality or near fatality. This includes general screening procedures outlined in OAC § 5101:2-36 and Agency procedures outlined in OAC § 5101:2-

42-89. If the death of a child is the result of suspected child abuse or neglect, WCCS will follow investigation and assessment procedures outlined in OAC § 5101:2-36-01 regarding suspected child abuse and neglect as determined by law enforcement, medical or WCCS personnel. Warren County Children Services will notify law enforcement of the death of a child, update the Statewide Automated Child Welfare Information System (SACWIS), and participate in the Child Fatality Review committee. Other parties may be notified of fatalities of children in Agency custody, per the Agency Director. These parties may include the Prosecutor's office, Juvenile Court, and/or legal representatives as deemed necessary.

If a child in the custody of WCCS dies, WCCS will notify law enforcement within one hour of its knowledge of the child's death and comply with the provisions of OAC § 5101:2-33-26.

Child Fatality Review Board

The local health department and its child fatality review board is responsible for generating information pertaining to any child fatalities pursuant to ORC §§ 3701.045 and 307.623. Annually, this board meets to review all child deaths in the county. Information obtained and reviewed from this board collaboration is confidential.

V. MULTI-AGENCY RESPONSE AND JOINT INVESTIGATIONS

When reported allegations are shared and the determination has been made that a joint WCCS and law enforcement assessment and investigation is required, the WCCS caseworker and law enforcement officer will discuss available reports and how to obtain these; individuals involved and plans for interviews; and any involvement with the CAC of Warren County, if appropriate, as outlined in section C below. In joint investigations, with coordination between law enforcement and WCCS, law enforcement may conduct alleged perpetrator interviews with notification to WCCS of the results. In situations which do not involve the CAC, WCCS and law enforcement will follow the guiding principles as stated in section (B) below (Special Assistance Requests). Any changes in these procedures shall be discussed by both agencies and an alternate agreement shall be developed. Proper case management protocol, as well as open communication, will guide team planning.

Confidentiality

During and after the joint assessment and/or investigation, WCCS and law enforcement will share information (statements/findings) with the objective of reducing redundancies in investigative activities, such as repeating interviews with any family members. Each agency shall keep the other updated as to the status of any continued assessment, investigation, intervention, services provided, and court proceedings. WCCS shall only disseminate information authorized pursuant to applicable Ohio Administrative Code sections, including but not limited to OAC §§ 5101:2-33-21 and 5101:2-33-22. Information will be shared with the CAC of Warren County according to the CAC protocol and section C below. Multi-Disciplinary Team case reviews shall be confidential, and the information restricted to parties directly involved with the investigations and services, for example, the investigators, service providers, and CAC staff. Unauthorized dissemination of confidential information will be reported by WCCS supervisors to the county prosecuting attorney, after notifying the Agency Director. The confidentiality provisions of HIPAA (Health Insurance Portability and Accountability Act of 1996) and FERPA (Family Educational Rights and Privacy Act) will be honored.

A. SPECIAL ASSISTANCE REQUESTS

By Law Enforcement

In some circumstances law enforcement may need to call WCCS to request assistance. WCCS will respond and help law enforcement ensure a safe plan for the child, including such cases as children witnessing domestic violence, drug overdose, or other criminal activity; deserted children (formerly known as safe havens for newborns); Amber Alerts; and missing children. Response times for hotline caseworkers on call may be somewhat longer than during regular office hours.

By WCCS

WCCS may request assistance from law enforcement in any of the following circumstances:

- 1) The subject child is in immediate danger of serious harm;
- 2) The WCCS worker is or will be in danger of harm;
- 3) A crime is being or has been committed against a child;
- 4) An exigent circumstance exists;
- 5) The WCCS worker must conduct a home visit after regular hours;
- 6) The WCCS worker is removing a child from his or her home via an order of the court, and the worker has reason to believe the family will challenge the removal;
- 7) WCCS is working with a client who has a propensity toward violence; or
- 8) WCCS is working with a family that has historically threatened to do harm to WCCS staff.

Assessments/Investigations and home visits initiated after-hours from the WCCS emergency hotline will almost always necessitate assistance from law enforcement.

Warren County Children Services has an obligation to involve / request law enforcement assistance in a timely manner, including such cases as deserted children, sex trafficking or human trafficking, amber alerts, and missing children.

A law enforcement agency may serve as the third party to an assessment/investigation of child abuse or neglect, regardless of whether a conflict of interest exists for WCCS pursuant to OAC § 5101:2-36-08(A). WCCS shall request the assistance of law enforcement as a third party if the child abuse or neglect report alleges a criminal offense.

B. REQUIRED SPECIALIZED JOINT INVESTIGATIONS OR ASSESSMENTS

Deserted Children

In accordance with ORC §§ 2151.3516 and 2151.3517, a peace officer, a hospital employee, or an emergency services worker, while acting in an official capacity, shall take possession of a deserted child, not older than thirty (30) days, who has no apparent signs of abuse or neglect, and whose parent delivers the child to that person without expressing an intent to return for the child.

Upon receiving a report of a deserted child, WCCS will respond within one hour.

The person taking possession of a deserted child shall deliver to WCCS the following information:

- Date and time the child was left with the individual
- All information regarding the child left by the parent(s)
- "Voluntary Medical History For Safe Havens" form (JFS 01672), if completed by the child's parent
- All clothing articles left with the child

Warren County Children Services will accept emergency temporary custody of the child, and shall arrange for the child to be examined by a physician (if not already completed at the time of delivery to a medical facility) within one hour of face-to-face contact with the child. Warren County Children Services shall obtain a medical examination report from the physician.

Warren County Children Services shall contact the following agencies to determine if a child matching the description of the child has been reported missing:

- Local law enforcement
- Ohio's missing children's information clearinghouse (<http://www.mcc.ag.state.oh.us/>)
- National center for missing and exploited children (<http://www.missingkids.com/>)
- Ohio's Anti-Human Trafficking Hotline

Warren County Children Services will screen in an abuse or neglect report relating to the child if: the child's medical examination reasonably indicates abuse and/or neglect; someone other than the parent delivered the child to the peace officer, hospital employee, or emergency service worker; or the child is determined to be more than thirty (30) days old.

Alleged Withholding of Medically Indicated Treatment from Disabled Infants with Life threatening Conditions (Medical Neglect)

Reports of the alleged withholding of medical treatment from a disabled infant shall be investigated by WCCS in accordance with procedures in this MOU and pursuant to the requirements and procedures in OAC § 5101:2-36-07. WCCS will be responsible for gathering, identifying, and maintaining the information pursuant to that rule.

Warren County Children Services may request assistance from law enforcement or a medical consultant to conduct interviews of the alleged perpetrator in order to assess his or her knowledge of the allegation of medical neglect.

Warren County Children Services shall notify law enforcement if it is determined that the attending physician failed to provide medically indicated treatment or failed to inform the disabled infant's parent, guardian, or custodian of available treatment options.

Out-of-home Care Child Neglect and Required Specialized Assessment/ Investigation

Out-of-home care includes such organizations or settings as foster homes, pre-finalization adoptive placements, child daycare centers, family daycare providers, group homes, detention facilities, residential facilities, day camps, hospitals, schools, and others defined in OAC §§ 5101:2-1-01 and ORC 2151.011A)(28).

Out-of-home care child neglect includes failure to provide reasonable supervision according to the standards of care appropriate to the age, mental and physical condition, or other special needs of the child. The failure to provide reasonable supervision as described above can result in sexual or physical abuse of the child by any person, but resulting sexual or physical abuse is not necessary in order to meet the definition of out-of-home care child neglect. Out-of-home care child neglect also includes:

- Failure to develop a process for administration of prescription or psychotropic drugs, assuring they are administered as prescribed, and reporting unfavorable or dangerous side effects to the prescribing physician;
- Failure to provide proper or necessary subsistence, education, medical care, or other individualized care necessary for the health or well-being of a child;
- Confinement to a locked room without monitoring by staff;
- Failure to provide ongoing security for prescription and nonprescription medications; and

- Isolation of a child for a period of time when there is a substantial risk that the isolation, if continued, will impair or retard the mental health or physical well-being of the child.

Warren County Children Services will conduct a specialized assessment/investigation pursuant to OAC § 5101:2-36-04 if a report of abuse or neglect involves an alleged perpetrator who is responsible for the subject child's care in an out-of-home care setting or has access to the subject child by virtue of his or her employment by or affiliation to an out-of-home care organization. The Agency will request an independent third-party assessment/investigation, as required by OAC § 5101:2-36-08, where the identity of the principal of the report creates a potential conflict of interest. The Agency shall request and document assistance of a third party within twenty-four (24) hours of identification of a conflict of interest.

Warren County Children Services will attempt to coordinate the interview with the alleged child victim if another agency is required to conduct its own assessment or investigation by statute or administrative rule (ex: a state licensing agency), in order to minimize the number of interviews of the child.

Warren County Children Services may request assistance from law enforcement to conduct interviews of the alleged perpetrator in order to assess his or her knowledge of the allegation of out-of-home care child neglect. The Agency may also request assistance from the county prosecutor if WCCS is refused access to the alleged child victim or any records necessary to conduct the specialized assessment/investigation. The Agency shall not provide witness statements, police reports, or other investigative reports to the out-of-home care setting or organization.

Human Trafficking

The trafficking of children constitutes a severe form of child abuse and neglect, whereby an offender profits from the control and exploitation of the child. Any mandated reporter in Ohio must report suspected cases of juvenile human trafficking to either the local children services agency or local law enforcement. Upon receiving a report of suspected human trafficking, WCCS is required to make a referral to law enforcement and/or involve law enforcement in any investigation.

Each of the undersigned agencies or offices shall be responsible for training its relevant personnel relating to screening and/or identification of suspected human trafficking, including red flags and indicators of the trafficking of youth, pursuant to that agency or office's policies or protocols. See The Supreme Court of Ohio's Juvenile Human Trafficking, Ohio Laws & Safe Harbor Response Card (<http://www.supremecourt.ohio.gov/JCS/CFC/resources/juvenileHumanTrafficking.pdf>).

When child human trafficking is suspected, a referral shall be made to the CAC of Warren County, pursuant to the procedures outlined in Section C below and the CAC of Warren County Protocol. Referral to the CAC of Warren County does not substitute for a mandated reporter's duty to report suspected cases of juvenile human trafficking to either WCCS or local law enforcement.

Pursuant to Ohio's Safe Harbor law (ORC § 2152.021(F)), a juvenile court may initiate a hearing to determine whether a juvenile defendant's complaint should be subject to diversion proceedings, when the child agrees to such a hearing, and when the child is charged with an act that, if charged as an adult, would be a violation of ORC § 2907.24 (solicitation); ORC § 2907.241 (loitering to engage in solicitation); or ORC § 2907.25 (prostitution). If a court initiates a diversion protocol in such a case, the prosecuting attorney shall be notified and be given an opportunity to participate in a hearing and object to granting diversion and to make recommendations relating to diversion actions. Additionally, the court shall appoint a guardian ad litem for the child, separate from his or her attorney. Warren County Children Services will also be notified of any such hearing.

Missing Children in WCCS Custody

Upon receiving notification that a child is absent without leave (AWOL) from a substitute care placement, WCCS shall immediately, and in no case later than twenty-four hours contact both:

- (1) Law enforcement for entry into the National Crime Information Center (NCIC) database.
- (2) The National Center for Missing and Exploited Children (NCMEC).

C. CHILD ADVOCACY CENTER OF WARREN COUNTY

The CAC of Warren County is a community collaborative of multiple disciplines involved in investigating child sexual and physical abuse and extreme neglect. When case criteria are met, the CAC's established protocol shall be followed by each of the undersigned agencies who are also parties to the CAC Interagency Agreement and multidisciplinary team.

A complete copy of the protocol for the CAC can be obtained by contacting the CAC at 513-695-3100. The provisions relating to the CAC contained herein highlight important steps in the multidisciplinary response as they relate to the operating procedures to be employed by all of the undersigned concerned officials in the execution of their responsibilities pursuant to this MOU and ORC § 2151.421. If any conflict arises between or among provisions of this interagency MOU and the CAC protocol, the CAC protocol shall control.

Intake/Coordination

Cases that meet the criteria for the CAC include the following when the alleged victim is a child under the age of 18:

- Sexual abuse
- Serious physical abuse
- Can include severe cases of neglect and dependency, including:
 - Witness to violence or abuse
 - Child exhibiting problem sexualized behaviors
 - Adult victims with developmental disabilities, if appropriate
 - Child human trafficking victims
 - Drug endangered children (where the child's physical health or well-being may be at risk because of extended exposure to drug manufacturing or where it is suspected the child may have ingested a controlled substance)
- Other cases may be appropriate, to be evaluated on a case by case basis

Cases meeting the criteria for the CAC shall be referred to the CAC. Any agency, including WCCS, law enforcement, or medical or mental health providers may refer a case to the CAC. Cases are referred by one of the following methods:

- 1) Fax a report to (513) 695-3120; or
- 2) Call (513) 695-3100.

The agency that first receives the report of a CAC case should cross-report to other investigative agencies in addition to referral to the CAC. Upon intake, each member of the multidisciplinary team shall transmit a copy of its referral or report to the CAC. Forensic interviews can be scheduled by calling the CAC at (513) 695-3100. A Family Service Coordinator will be assigned to the case.

Forensic Interviews

Alleged perpetrators are not permitted at the CAC. Adolescents and adults alleged to have engaged in sexual behavior with a child should be interviewed at another location. Registered sex offenders will not be permitted at the CAC.

Prior to the interview, the multidisciplinary team, including law enforcement, WCCS, the victim advocate, and the family services coordinator, will meet to discuss the allegation of abuse, including what evidence or reports exist at the time of the interview. Members of the multidisciplinary team shall advise caregivers and children that recording an interview is the best way to preserve the child's information regarding an allegation of abuse, but that it will not be used in lieu of testimony in court.

A member of the CAC staff, trained in forensic interviewing, will conduct all interviews with children at the CAC. Only members of the multidisciplinary team are permitted to observe the interview, from a designated observation area. Victim advocacy services are provided during the interview by the Victim Witness Coordinator from the Warren County Prosecutor's Office or by a CAC staff person. Following the interview, the multidisciplinary team will meet to clarify the information obtained from family and the disclosure, if any, from the child, as well as any services or plan for the child's safety or well being.

A copy of the recorded interview becomes the property of the law enforcement agency member of the multidisciplinary team with jurisdiction over the alleged incident. Each law enforcement officer taking possession of a recorded interview is responsible for appropriate labeling and handling of that single copy of the recorded interview and ensuring that no duplications are made or transmitted. The law enforcement agency with custody of the recording is responsible for following its agency procedures for maintaining evidence.

Offender Interrogation

Interrogation of the alleged offender is the responsibility of law enforcement. A report concerning the interview shall be promptly prepared and shared with WCCS.

After-Hours Response

A CAC emergency response is appropriate if:

- 1) The alleged offender is living in the home of the alleged child victim and there is no known protector or plan of protection for the child;
- 2) In cases involving sexual abuse, if the alleged offense took place within 72 hours or if evidence is believed to exist, even if the alleged offender is not in the home of the alleged child victim; or
- 3) The alleged child victim is admitted to the hospital or received medical treatment.

To request a forensic interview after hours, WCCS or law enforcement should contact the operator at Dayton Children's Hospital at (937) 641-3000, and ask the operator to contact the CAC manager immediately.

Medical Services

Medical evaluations are scheduled by the CAC Family Service Coordinator who is responsible for communicating relevant history and outcome of the forensic interview to the physician prior to the appointment. Every child and adolescent suspected to be the victim of sexual maltreatment will be offered a medical evaluation. Children who need either an emergent, an urgent, or a non-urgent sexual abuse examination will be seen either in the emergency room department at Dayton Children's Hospital or the CARE Clinic.

VI. TAKING A CHILD INTO CUSTODY & JUVENILE COURT PROCEEDINGS

The parties to this MOU agree that "taking a child into custody" includes the following related responsibilities, regardless of whether the child's custody is ultimately assumed by WCCS:

1. Activities and responsibilities during the actual removal of the child(ren);
2. Duties the next day after the removal;
3. Assisting prosecutor in preparation of case, such as providing information, reports, etc.; and
4. Being available to attend and testify, if needed, at future court hearings (e.g., shelter care, adjudication, disposition).

Warren County Children Services may take a child into custody or assume custody of a child in any of the ways outlined below:

Ex Parte Emergency Shelter Care

WCCS may take a child into custody, pursuant to Juvenile Rule 6. During regular office hours, removal necessitates consulting with the prosecutor's office, which will advise WCCS and assist in obtaining an ex parte shelter care hearing and order from the Juvenile Court.

Ex Parte Emergency Telephone Order

After-hours or in exigent circumstances when an ex parte court hearing cannot be timely scheduled, a removal by WCCS involves obtaining a telephone ex parte order from the Juvenile Judge or designated magistrate. To initiate a telephone ex parte removal, WCCS may consult with the prosecutor's office for assistance in reaching the Juvenile Court Judge or designated magistrate. Following any ex parte telephone removal, a shelter care hearing will be held in Juvenile Court before the end of the next business day following the day such order was issued, but not later than seventy-two (72) hours after the issuance of the order.

Ex Parte Law Enforcement Officer Removal to WCCS Custody

WCCS may take a child into custody upon acceptance of the child from a law enforcement officer or duly authorized officer of the court. Pursuant to OAC § 5101:2-42-04, upon acceptance of the child, WCCS shall request an ex parte order from the court and shall file a petition authorizing the continued placement of the child within twenty-four (24) hours or the next working day, if applicable.

Pursuant to ORC § 2151.421 (F), no law enforcement officer shall remove a child about whom a report of abuse or neglect is made from the child's parents, stepparents, or guardian or any other persons having custody of the child without consultation with the public children services agency, unless, in the judgment of the officer, and, if the report was made by physician, the physician, immediate removal is considered essential to protect the child from further abuse or neglect. The agency that must be consulted shall be the children's services agency located in the county conducting the investigation of the report as determined in consultation with WCCS and section § 2151.422 of the Revised Code (ex: children brought to Warren County who may have a residence outside the county or children living in domestic violence or homeless shelters may be appropriate placed in another county agency's custody).

A law enforcement officer, pursuant to Juv.R. 6(A)(3), may take a child into custody when any of the following conditions exist:

- (a) There are reasonable grounds to believe that the child is suffering from illness or injury and is not receiving proper care, and the child's removal is necessary to prevent immediate or threatened physical or emotional harm;
- (b) There are reasonable grounds to believe that the child is in immediate danger from the child's surroundings and that the child's removal is necessary to prevent immediate or threatened physical or emotional harm;
- (c) There are reasonable grounds to believe that a parent, guardian, custodian, or other household member of the child has abused or neglected another child in the household, and that the child is in danger of immediate or threatened physical or emotional harm;
- (d) There are reasonable grounds to believe that the child has run away from the child's parents, guardian, or other custodian;
- (e) There are reasonable grounds to believe that the conduct, conditions, or surroundings of the child are endangering the health, welfare, or safety of the child;
- (f) During the pendency of court proceedings, there are reasonable grounds to believe that the child may abscond or be removed from the jurisdiction of the court or will not be brought to the court; or
- (g) A juvenile judge or designated magistrate has made an ex parte order, telephone or otherwise, to take the child into custody based on finding probable cause to believe any of the conditions listed in (a)-(c) above exist.

Non Ex Parte Order for Custody

During a court proceeding relating to disposition or review of a case plan for a child previously found to be an abused, neglected, or dependent child, or as an order relating to the disposition of an unruly child, the Juvenile Court may order a child to be placed in the temporary custody of WCCS. The Agency shall be notified of such order by the Juvenile Court.

Gathering Child Medical History During Removal

Warren County Children Services caseworkers shall attempt to speak with parent(s) or relatives concerning pertinent background information, such as the child's allergies, medications, and medical history. Medical treatment needed for a child removed by law enforcement requires a Juvenile Court ex parte order for permission to treat. Therefore, in circumstances where a law enforcement officer removes a child and places the child in WCCS custody, if the child necessitates medical attention, WCCS must obtain a telephone ex parte order for custody in order to grant permission to treat.

VII. MISCELLANEOUS TERMS

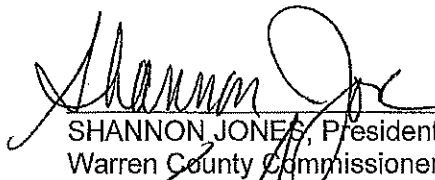
- A. Failure to follow procedures set forth in this MOU is not grounds for, and shall not result in, the dismissal of any charges or complaints arising from any reported case of abuse or neglect or the suppression of any evidence obtained as a result of any reported child abuse or child neglect and does not give any rights or any grounds for appeal or post-conviction relief to any person.
- B. The procedures set forth in this MOU apply to children both in the custody and not in the custody of WCCS who otherwise fall under the jurisdiction of the undersigned Warren County agencies or offices.
- C. This MOU shall remain in effect so long as WCCS is required to maintain such agreement pursuant to Ohio law and so long as it remains in compliance with applicable provisions of the Ohio Revised Code and the Ohio Administrative Code. If any portion of the agreement becomes out of compliance with Ohio law due to amendment of existing provisions of the law or because of enactment of new provisions of Ohio law, the MOU shall be amended pursuant to


section VII(D) of this agreement. Pursuant to OAC 5101:2-33-26(F), this MOU shall be submitted to the appropriate Ohio Department of Job and Family Services (ODJFS) field office. This MOU shall be reviewed by WCCS at least every five (5) years from the date of execution.

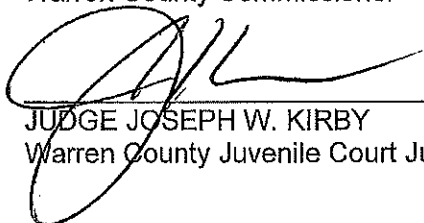
- D. This MOU constitutes the entire agreement and may be amended only with a written amendment signed by all parties; however, it is agreed by the parties that any amendments to laws or regulation cited herein will result in the corrective modification of this MOU, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this MOU will be incorporated into this MOU by written amendment signed by all parties and effective as of the date of enactment of the law, statute, or regulation. Pursuant to OAC 5101:2-33-26(C), if any of the undersigned individuals serving as the official required to participate in this MOU changes, an amendment of the MOU shall be executed, including signature of all of the required parties. Any amendment(s) to the MOU shall be submitted to the appropriate ODJFS field office within ninety days of amendment.
- E. The parties to this MOU agree that no agency, employment, joint venture, or partnership, has been or will be created between or among the parties hereto pursuant to the terms and conditions of this Agreement.
- F. To the extent permitted by law, no party to this MOU shall be responsible for the acts and omissions of any other party to this MOU, its agency, or its employees, or the results thereof. Each party to this MOU will assume all risk and liability to itself, its members, its officials, its agents, its employees, or its volunteers resulting in any manner from conduct of its own operations and the operations of its agent or employees with regard to reporting, investigating, or assessing suspected child abuse or neglect pursuant to this agreement. A party to this MOU shall not be liable to any other party to this MOU for any special, consequential, incidental, punitive, or indirect damages or attorney fees from or relating from or relating to this agreement.

VIII. SIGNATURES


In witness whereof, the parties have executed this Warren County Child Abuse and Neglect Interagency Memorandum of Understanding on this the 17th day of June 2019.


SHANNON JONES, President
Warren County Commissioner

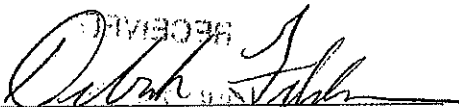

TOM GROSSMANN
Warren County Commissioner



JUDGE JOSEPH W. KIRBY
Warren County Juvenile Court Judge

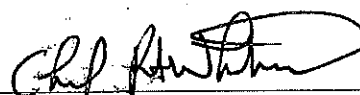

DAVID G. YOUNG
Warren County Commissioner


SUSAN WALTHER, Director
Warren County Children Services

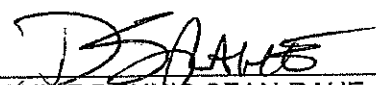

DAVID P. FORNSHELL
Warren County Prosecutor


DEBORAH FELDMAN, President and CEO
Dayton Children's Hospital

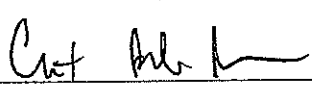

CHIEF MICHAEL BRUCK
Carlisle Police Department

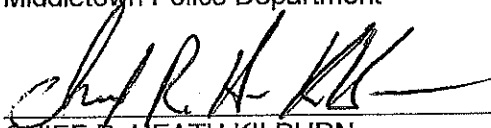

CHIEF RUSSELL WHITMAN
Franklin Police Department

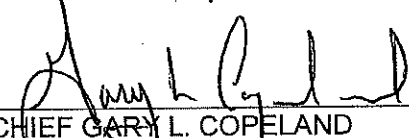

CHIEF RICHARD POTTENGER
Harveysburg Police Department

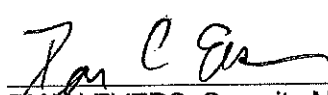

CHIEF DENNIS SEAN RAHE
Loveland Police Department

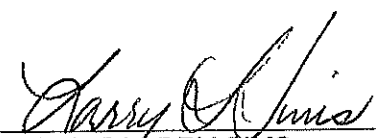

CHIEF ELIZABETH MASON
Maineville Police Department



CHIEF RODNEY MUTERSPAAW
Middletown Police Department



CHIEF R. HEATH KILBURN
Morrow Police Department



CHIEF GARY L. COPELAND
Waynesville Police Department

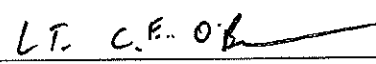

RYAN EVERS, Security Manager
Kings Island Security

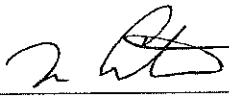

SHERIFF LARRY SIMS
Warren County Sheriff



CHIEF JOHN D. TERRILL
Clearcreek Township Police Department


CHIEF SCOTT HUGHES
Hamilton Township Police Department


CHIEF JEFF MITCHELL
Lebanon Police Department


LT. CHARLES O'BRYON
Ohio State Highway Patrol - Post 83

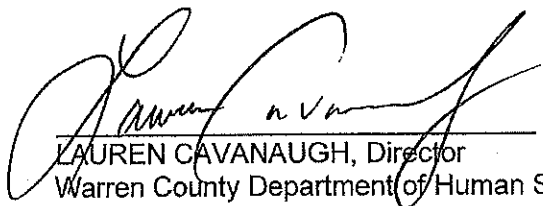

CHIEF TODD CARTER
Mason Police Department


CHIEF BOB BUCHANAN
Monroe Police Department

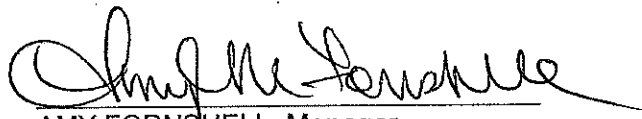

CHIEF JEFFREY KRUTHOFF
Springboro Police Department


NATHAN STEINER
Ohio Department of Natural Resources

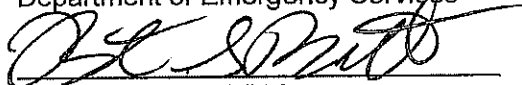
REFUSED
JASON KELLER
Warren County Wildlife Officer


LAUREN CAVANAUGH, Director
Warren County Department of Human Services

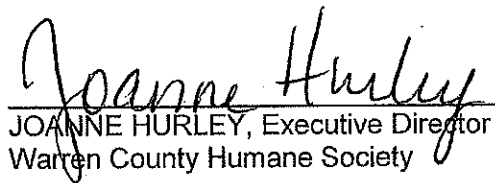

MEGAN MANUEL, Superintendent
Warren County Board of Developmental Disabilities



AMY FORNSHELL, Manager
Child Advocacy Center of Warren County

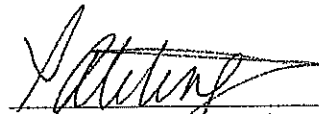

MELISSA BOUR, Director
Warren County Communications Center
Department of Emergency Services

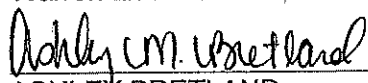

BETHANY BENNETT
Mason Municipal Court Prosecutor

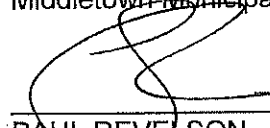

STEVEN RUNGE
Franklin Municipal Court Prosecutor


JOANNE HURLEY, Executive Director
Warren County Humane Society



COLLEEN CHAMERLAIN, Executive Dir.
Mental Health Recovery Services of Warren
and Clinton Counties


PATTI AHTING, Assistant Director
Mental Health Recovery Services of
Warren and Clinton Counties


ASHLEY BRETLAND
Middletown Municipal Court Prosecutor


PAUL REVELSON
Lebanon Municipal Court Prosecutor

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 19-1139

Adopted Date September 03, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH VARIOUS ENTITIES RELATIVE TO MARCS IN SCHOOLS EMERGENCY RADIO PROGRAM

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding with the following entities relative to MARCS in Schools Emergency Radio Program; copy of said Memorandum of Understanding attached hereto and made a part hereof:

- School – Mason Elementary School
- Fire/EMS Agency - City of Mason Fire Department
- Law Enforcement Agency - City of Mason Police Department
- Dispatch Center – Warren County Emergency Communications Center

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/al

cc: C/A—Mason City Schools
C/A—City of Mason
C/A—Warren County Emergency Services
Telecom (file)
Emergency Services (file)



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

School Building: Mason Elementary School – 6307 Mason-Montgomery Rd. Mason, OH 45040

Memorandum of Understanding (MOU) between the following parties:

- The school building where the MIS radio will be installed, **Mason Elementary School**, hereafter known as “building.”
- The law enforcement agency with primary jurisdiction for the listed school district / building(s), the **City of Mason Police Department**, hereafter known as “law enforcement agency.”
- The fire agency with primary jurisdiction for the listed school district / building(s), the **City of Mason Fire Department**, hereafter known as “fire department.”
- The public safety dispatch center that will receive alarms and initiate emergency responses, the **Warren County Department of Emergency Services Communications Center**, hereafter known as “dispatch center.”
- The governing authority of the Warren County 800MHz Radio System and the Warren County Telecommunications Department, the **Board of Warren County Commissioners**, hereafter known as “Commissioners.”

This MOU will define the purpose of the MIS Emergency Radio Program within the scope of Warren County usage, hereafter referred to as “radio,” and the responsibilities of each party.

New school buildings, changes in public safety response plans at a building level, relocation of a radio, or the addition of emergency buttons do not change the terms of this Memorandum of Understanding. They do need to be shared with relevant parties (e.g., a change to public safety response affects CAD configuration, managed by Telecom).

General Program Information

01. Warren County’s radios went online at the inception of the 2014/2015 school year, after the County’s digital radio system was operational.
02. Radios enable participating school buildings to send an emergency alarm, indicating a life-threatening situation to their responsible dispatch center and then subsequently speak with the dispatcher, if possible.
03. Radios operate on the Warren County 800MHz Digital Radio System, owned by the Commissioners and maintained by the Warren County Telecommunications Department.
04. These radios provide a link between the school building and public safety dispatchers. They are not intended to and do not provide a replacement for how schools interact with School Resource Officers (SROs). The radio will not be used to speak directly with SROs or first responders.
05. Radios (and additional buttons, if applicable) must be in a secure location that cannot be easily pressed outside the parameters of an emergency.

Costs and Maintenance

06. The Commissioners’ Tier 4 partnership with MARCS waives the \$20/month fee that other Counties’ schools may pay.
07. Costs associated with radio maintenance, repair and insurance are the responsibility of the school district and should be handled by a qualified radio vendor.
08. Costs associated with radio installation, programming or additional emergency buttons not included in the School Security Grant Program are the responsibility of the school district.



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

Equipment

09. Radios may only be installed and programmed by Mobilcomm once this MOU has been signed by all parties and a resolution is passed by The Board of County Commissioners.
10. The radio operates using AC power. Any backup power (recommended), including UPS battery backup or generator outlet, is the responsibility of the school district.
11. Excessive false alarms can result in the building or school district's temporary removal from the system. Should this occur, methods of correction will be attempted to reinstate the school's involvement including, but not limited to, relocation of the base radio and/or remote buttons, revising persons who have access to the radio unit, etc.
12. The encrypted "83 SCHOOLS" talkgroup will only be programmed into school security radios and at the dispatch centers of Warren County and the City of Franklin. Being encrypted will prohibit news media and local scanners from picking up the emergency button activation/radio traffic. This talkgroup will not be programmed into any portable or vehicle radios. It is meant for school-to-dispatch communication, not monitoring or transmissions by fire and police agencies.
13. In the event that an incident commander needs to talk to someone on the "83 SCHOOLS" talkgroup, Dispatch can patch the incident talkgroup to the "83 SCHOOLS" talkgroup, if deemed appropriate. Otherwise, phones should be utilized.

Annual End-User Training

14. Annual training on the radio and the appropriate circumstances to use the system must occur within the school district, facilitated by the district, with or without assistance from Telecom personnel. Copies of this agreement and applicable policies or training material can be requested from Telecom at any time.

Testing

15. Semi-annual testing of the system is required for all school buildings that possess a radio, between the dates of August 1st-September 7th and March 1st-March 31st of each year.
16. A "How-To" guide was created and distributed to aid in the proper testing of the school radio. (*see Exhibit A*)
17. Testing is coordinated/facilitated between Dispatch and the School District.
18. If a building misses their testing window, they will be contacted by Telecom and a makeup test will be promptly scheduled.

Circumstances for Use of Emergency Button

19. The intended purpose of the radio is for violent, life-threatening, active shooter or similar situations.
20. Pressing the large, orange emergency button will prompt a countywide, large-scale emergency response from law enforcement, fire, and EMS responders.
21. The emergency button should not be pressed for non-violent or strictly medical incidents.

Circumstances for Using PTT (Push-To-Talk) Button

22. After initial emergency button activation – once the operator has pushed the large orange button and the radio completes its 10-second open-microphone period, the operator can then press the push-to-talk button to speak directly to dispatch.

Circumstances when NOT to Use the School Security Radio

23. Non-violent / medical incidents (seizures, injuries) – these should be reported to dispatch by calling 9-1-1.
24. Lock-out, theft, phone lines down - in these situations, call dispatch's 7-digit line (695-2525) and they will assign an officer.
25. School-to-School Communication



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

Activating the Alarm

26. Pressing the radio's large orange emergency button, or an additional remote alarm button that has been attached to the radio, sends an audible and visual emergency alarm to Dispatch which prompts them to initiate the emergency response.
 - a. For 10 seconds, the school radio's microphone will be "open mic" and transmitting all noise around the base radio without anyone holding down the P-T-T button. Dispatch Centers at Warren County and the City of Franklin and the in-school radios they service will hear what is happening within earshot of your radio's microphone. This also means you must wait 10 seconds to hear anything back from dispatch.
 - b. The school's pre-determined law enforcement and fire/EMS response plan will immediately go into action without waiting for verbal confirmation of an emergency.
 - c. All other school districts and buildings must refrain from talking on the radio, so that Dispatch can interact with the distressed building.
 - d. If other schools want to lower the volume of the radio traffic, they can do so by using the volume buttons to the right of the display. Mobilcomm has programmed a "minimum volume level" so that the radio speaker volume cannot be turned down completely.
27. If safe to do so, the person operating the distressed building's radio should immediately vocalize the situation (e.g., "This is the ESC Wellness Center. There is someone with a gun in the lobby.") during the 10-second open mic.
 - a. Dispatch will be unable to speak to the school until the 10-second open mic period has expired.
 - b. The person operating the school radio will need to press the PTT button (lightning bolt) if they wish to continue speaking to the dispatcher in a push-to-talk, release-to-listen format.
28. If the person operating the school radio is unable to vocalize the situation over the radio (e.g., an assailant is nearby and doing so would jeopardize safety):
 - a. Proceed with the school's emergency procedure and, if able, call 9-1-1 from a secure area.
 - b. Know that a law enforcement and fire/EMS response is coming with the push of your emergency button.
29. If your emergency button is accidentally pressed, the school's pre-determined emergency response is still coming. The school radio operator can vocalize to the dispatcher that the button was pressed in error, and this will be relayed to responding units. Based on that vocalization, and assuming nothing else heard during the 10-second transmission indicates an emergency, the first law enforcement officer on scene will size up the situation and decide if the radio's emergency alarm was, indeed, accidentally pressed. Only the first responder from law enforcement can call off the emergency response, as fire/EMS does not routinely enter a violent, law incident. The school should then reset the radio's emergency activation by holding down the emergency button until the display reverts to only showing the talkgroup name.

This MOU shall be redistributed by Telecom only when terms or agreements change.

This MOU was read and agreed to by the following signed parties:

<u>Thomas H. Doerflinger, Jr.</u>	<u>Melissa Boor</u> (print)
<u>Thomas H. Doerflinger, Jr.</u>	<u>Melissa Boor</u> (sign)
<u>8/27/19</u>	<u>8-27-19</u> (date)
School District Representative	Warren County Emergency Services Director

<u>Todd M. Carter</u>	<u>Tom Wentzel</u>
<u>T. Carter</u>	<u>Tom Wentzel</u>
<u>8-27-19</u>	<u>08-27-2019</u>
Police Chief	Fire Chief (DEPUTY CHIEF)

<u>Shannon Jones</u>
<u>Shannon Jones</u>
<u>9.3.19</u>
Board of Warren County Commissioners



MARCS in Schools Emergency Radio

Warren County, OH Memorandum of Understanding

Warren County-Dispatched School Building

Exhibit A



MARCS in Schools Emergency Radio

Semi-Annual Testing Instructions (Aug1-Sep7 / Mar1-31)

Warren County-Dispatched School



Step 1: School calls Warren County Dispatch Center to request clearance (513) 695-2525 or (937) 425-2525. Stay on the phone during steps 2-7.



Step 2: Warren County Dispatch broadcasts on '83 SCHOOLS' talkgroup, "Warren County Dispatch, this is a test of the school security radio. This is a test of the school security radio."



Step 3: School operator presses their emergency button.



Step 4: Within the 10 seconds of open-mic time, school says, "This is a test of [enter school building]'s school security radio. Repeat, this is a test of [enter school building]'s school security radio."



Step 5: Warren County Dispatcher checks the following:

- ✓ School's alias appears on the console/resource.
- ✓ School's emergency alarm activated / sounded.
- ✓ School's verbal audio was clear and distinguishable.

Dispatch responds, "Alarm and message received loud and clear," or "Transmit again." If asked to re-transmit, school holds down lightning bolt / Push-to-Talk button on the microphone, repeats Step 4, then releases to listen until they hear, "Alarm received loud and clear," from dispatch.



Step 6: School clears the emergency activation by holding down the emergency button for approximately 5 seconds and the display reverts back to "83 SCHOOLS" instead of seeing the "EMERGENCY" indication. Then school presses push-to-talk button and says, "School security test complete,"



Step 7: Dispatch responds, "School security test complete, [enter time stamp], this concludes the school security radio test."



Step 8: School & Dispatch hang up telephone. Test complete.

Revised: 6/18/15 AJL

Created by: Warren County Telecom + Emergency Services

1

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1140

Adopted Date September 03, 2019

ENTER INTO AGREEMENT WITH CROWN CASTLE FIBER, LLC ON BEHALF OF
WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to authorize the board to enter into an agreement with Crown Castle Fiber, LLC on behalf of Warren County Telecommunications, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Crown Castle Fiber, LLC
Telecom (file)



Order Form

Order Type: New
2019-48324

Licensee or Customer Contact Detail	
Licensee or Customer	Warren County
Address & Contact	Address 500 Justice Dr
	City, State Lebanon, OH 45036
	Phone 513-695-1250 Fax
Billing Address & Contact	Name WARREN COUNTY (12565) Email
	Billing Address 500 Justice Drive Phone 5136951322
	City, State Lebanon, OH 45036 Fax
Technical Contact	Name Paul Kindell Primary Phone 513-695-1318 E-mail paul.kindell@wcoh.net Alternate Phone

Product Detail	
Internet	Product Type Dedicated Internet Access Bandwidth 1Gbps
	Total MRC \$873.00 Total NRC \$0.00 Service Level IP IPv4 Block /29 - /27
	*Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.
Location A Product Details	Install Lead Time 90 Days 1Gbps
	Connector 1000T Copper
Location A	360 E Lytle - Five Points Rd, 1st Floor, Springboro, OH 45066

Order Summary									
Pricing & Contract Terms	Salesperson Ed Burns Terms (Months) 60								
	Client Service Mgr Aleksandra Harris								
	Order Contact Paul Kindell Contact Email paul.kindell@wcoh.net								
	<table border="1"> <thead> <tr> <th></th> <th>NRC*</th> <th>MRC*</th> </tr> </thead> <tbody> <tr> <td>Internet</td> <td>\$0.00</td> <td>\$873.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$873.00</td> </tr> </tbody> </table>		NRC*	MRC*	Internet	\$0.00	\$873.00	Total	\$0.00
	NRC*	MRC*							
Internet	\$0.00	\$873.00							
Total	\$0.00	\$873.00							
*Pricing shown does not reflect applicable taxes and fees.									

ORDER ACCEPTANCE
 This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated 9/29/2015 ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 2.1" available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

Licensee or Customer		Company or Provider	
Signature		Signature	
Name/Title	Shannon Jones / President	Name/Title	John B. Messinger / MC
Date	9.3.19	Date	8/21/2019

APPROVED AS TO FORM

Adam M. Nice
 Asst. Prosecuting Attorney

Customer or Licensee Information

IP Address Request Form

Business Name: Warren County

Request Date: 08/21/2019

Technical Contact: Paul Kindell

Tech. Contact Email: paul.kindell@wcoh.net

Title:

Phone Number: 513-695-1318

Service Address: 360 E Lytle - Five Points Rd, 1st Floor, Springboro, OH 45066

Reference # OC115329-01

Instructions:

This form must be completed by the customer or licensee ("You") so that the Crown Castle entity providing Internet service to the You ("Crown Castle Fiber") can properly configure and activate the ordered Crown Castle Fiber Service(s). If also running BGP with Crown Castle Fiber, complete the IP Configuration Form. A new form must be completed by You and submitted to Crown Castle Fiber each time You request additional IP addresses.

Crown Castle Fiber IPv4 Address Policy

Crown Castle Fiber conforms to the North American IP Registry (ARIN) policies regarding IP address assignments. As part of its standard service, Crown Castle Fiber will assign only the amount of IP addresses that You can sufficiently justify with this form for use on your local area network (LAN). Crown Castle Fiber reserves the right to perform network scans across your allocations to verify compliance. IP addresses assigned to customers by Crown Castle Fiber are in conjunction with their Crown Castle Fiber Service. Upon termination of service, the assigned IP addresses must be returned to Crown Castle Fiber. Crown Castle Fiber explicitly reserves the right to recall without customer recourse any public space not used in the fashion herein delineated. If you have any questions about the IP assignment policy or process, please review ARIN's Address Assignment Policy and Procedures (<https://www.arin.net/policy/nrpm.html>).

You MUST use 25% of the IP addresses requested on the day of installation, with a one-week grace period to cover equipment problems.

You MUST use 50% of assigned addresses within 6 months, or the addresses will be withdrawn.

You MUST use 80% aggregate of assigned addresses before Crown Castle Fiber will issue any additional addresses. Proof of 80% aggregate utilization with detailed host break down or IP SWIP of existing space is required with the new request.

Will you require IP addresses from Crown Castle Fiber other than the default provided /30 WAN allocation? Yes No

Current Address Allocation and Usage (List both IPv4 and IPv6 address space in use in your network from all sources)

Network	Assigned By	Date Assigned	% Currently in Use	Being renumbered to Crown Castle?

IP Address Space Requested

IPv4 Addresses

Requested:

/24 Requests: Crown Castle Fiber will provide a maximum of one /24 equivalent space which can be discontinuous. Crown Castle Fiber will only provide a contiguous /24 subnet to multi-home with BGP under ARIN NRPM 2017.4 section 4.2.3.6, Crown Castle Fiber must be the primary connection, and as such must have no AS-Path padding or local preference setting that would prefer another path. You must also have your secondary provider confirm they are providing You with service and that they are not providing You with routable space, only link or WAN addresses. For requirements other than stated herein, You must work with ARIN directly.

Will you be requesting BGP peering with Crown Castle Fiber? Yes No

If yes, please provide ASN

If yes, please list secondary IP transit provider(s) _____

IPv4 CIDR Size Requested (Refer to Table Below)	IP Addresses Required	Description (Routers, Firewalls, Servers, etc. Including host counts in each)
/29		

Please Note: Any prefix /29 and larger will be statically routed over a directly connected /30 or /31

Cidr Size	Subnet Mask	Number of usable IPv4 Addresses
/24	255.255.255.0	254
/25	255.255.255.128	126
/26	255.255.255.192	62
/27	255.255.255.224	30

Cidr Size	Subnet Mask	Number of usable IPv4 Addresses
/28	255.255.255.240	14
/29	255.255.255.248	6
/30	255.255.255.252	1*

* 1 of 2 IP's is allocated to CCF WAN Router

IPv6 Addresses

Requested:

An organization may request a /48 for each site in its network, and any sites that will be operational within 12 months. A site is a discrete location that is part of an organization's network. A campus with multiple buildings may be considered as one or multiple sites, based on the implementation of its network infrastructure. For a campus to be considered as multiple sites, reasonable technical documentation must be submitted describing how the network

Number of /48 Requested	Number of Sites Now	Number of Sites in 12 Months

You, through your duly authorized representative, represent and warrant that the above information is true and correct. You agree and understand that Internet Protocol Version 4 address space is limited and that users of the Internet are responsible for conserving address space and ensuring that space is utilized efficiently. You agree that each Crown Castle Fiber company reserves and shall have the right, without liability, to recall any space allocated to You not used after the initial six (6) months of the applicable term for the respective service(s).

Name (printed) Shannon Jones
Signature *Shannon Jones*

Title (printed) President
Date 9.3.19



TERMS AND CONDITIONS OF SERVICE

These terms and conditions apply to all telecommunications and related services (the "Services") provided by Fiber Technologies Networks, L.L.C. or its affiliates ("Fibertech") to its customer or its affiliates ("Customer") under the Service Contract ("Contract") into which this agreement is incorporated.

1. Term. The term of the Contract shall commence upon Acceptance Date of the initial Service, and shall continue in full force and effect for the time period indicated in the Contract ("Term"), unless terminated earlier pursuant to its terms. After expiration of the Term, the Contract shall automatically renew for successive renewal terms of one (1) year each, unless either Party gives written notice of such Party's intent not to renew the Contract at least thirty (30) days before the expiration of the then-current Term.
2. Completion. Fibertech shall provide notice of completion ("Completion Notice") in writing, when Fibertech's work is completed. The Customer shall be deemed to have accepted ("Accept(ed)(ance)") the Services on the "Acceptance Date", which shall be defined as the earlier of (a) the date Customer delivers an Acceptance Notice, or (b) delivery of the Completion Notice by Fibertech to Customer, where the Customer does not deliver a Failure Notice pursuant to this section, or (c) the date when Customer uses the services for purposes other than testing. Customer shall have five (5) business days from receipt of the Completion Notice to test the Service. In the event that non-conformities are discovered, Customer may deliver to Fibertech a failure notice ("Failure Notice") within such five (5) business day period. If a Failure Notice is served, Fibertech shall correct the failure and send a new Completion Notice to Customer, and Customer shall have five (5) business days within which to re-test and may deliver another Failure Notice within such period. This procedure shall be repeated until the Service tests within the parameters set forth in the applicable Service Level Agreement ("SLA"). Fibertech shall also have the right at any time to test the Service and provide the results to Customer. In the event that the Customer orders multiple circuits under a single order, each circuit will be independent and will follow the acceptance process. In the event that completion is delayed by Customer more than thirty (30) days past the FOC Date, then the Service shall be deemed Accepted for purposes of commencement of the Term and billing, and

Fibertech shall work in good faith to finish installation once Customer has removed the impediments to installation.

3. Rates and Charges. The rates and charges for the Services shall be those set forth in the Contract or other appropriate addendum thereto. The rates and charges in the Contract apply only to the Services provided at the service address listed on the Contract. Each additional Customer location added after the execution of the Contract shall require its own Service Contract. In the event that Fibertech experiences significant costs in resolving a service interruption that is ultimately determined to be the fault of the Customer, Fibertech has the right to charge for those costs, in part or in whole.
4. Taxes and Surcharges. In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services, excluding income taxes payable by Fibertech. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, as required or permitted by applicable law, regulation or tariff and/or as specified on the Fibertech website at www.fibertech.com. If Customer provides Fibertech with an acceptable tax exemption certificate, Fibertech agrees to exempt Customer from the collection of taxes to the extent warranted by such certificate(s). No exemption will be available to Customer for any period prior to the date that the Customer presents a valid certificate to Fibertech.
5. Billing and Payment. Billing for a service shall commence on the Acceptance Date of the Service as defined in Section 2. All bills are due and payable upon receipt. If Customer's bill is not paid within thirty (30) days after the invoice date listed on the bill (the "Due Date"), Customer shall also pay to Fibertech a monthly late charge amount equal to 1.0% of the unpaid balance due (or the maximum amount permitted under applicable law, whichever is less). Customer must provide Fibertech with written notice of any disputed charge(s) within one hundred and eighty (180) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. If the dispute is filed on or before the Due Date for the respective invoice, Customer shall pay the invoiced amount minus the disputed amount by the Due Date. Customer shall have no right to withhold amounts not disputed by the Due Date, provided that



payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. Fibertech and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Fibertech, Customer shall pay the disputed amount previously withheld within ten (10) days of such resolution, including interest at the rate of 1.0% per month from the original due date. If the dispute is subsequently resolved in favor of Customer, Fibertech shall issue a credit on Customer's subsequent invoice for the disputed amount, including interest at the rate of 1.0% per month for the disputed amount that customer paid.

6. Termination.

(a) A party may terminate the Contract on thirty (30) days' written notice if the other party materially breaches the Contract and such breaching party fails to cure the breach within such notice period, provided in the case of non-payment of any monies owed the notice and cure period for such breach shall be ten (10) days.

(b) Either party may terminate the Contract upon written notice to the other party if (i) the other party dissolves or becomes insolvent or bankrupt, or (ii) any bankruptcy, reorganization, insolvency or similar proceeding is instituted by or against the other party and not dismissed within thirty (30) days, (iii) the other party makes an assignment for the benefit of creditors; (iv) the other party suspends the transaction of its usual business or consents to the appointment of a trustee or receiver; or (v) a trustee or receiver of the other party is appointed.

(c) If Customer is in default of the terms of any other agreement between Fibertech and Customer, including but not limited to any payment obligation to Fibertech, then Fibertech, at its sole option, may consider such default as a default under this agreement and/or the Contract and provide notice of default in accordance with the terms of such agreement. Further, Customer acknowledges and agrees that any breach by Customer of its obligations under this agreement or the Contract shall also be deemed a breach by Customer of its obligations under any other agreements it has entered into with Fibertech, and that any such breach shall authorize Fibertech to immediately suspend performance under,

and/or terminate, said agreements with Customer for default.

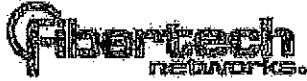
(d) In addition to Fibertech's remedies under Section 5 and Section 6(a) hereof, Fibertech shall have the right, upon ten (10) days prior written notice, to immediately and without further notice suspend or terminate Services to Customer in the event of nonpayment by the Due Date of any charges not disputed in accordance with the provisions of Section 5.

7. Termination Liability. If the Contract is terminated anytime prior to the expiration of the Term (unless terminated by Customer pursuant to Section 1 or 6 above), then Customer shall pay to Fibertech, immediately upon demand, (a) all sums then due and owing plus (b) an amount equal to the recurring Monthly Charges (as listed in the Contract) multiplied by the number of months left in the Term. No termination liability will apply in the event the Contract is terminated by Customer pursuant to Section 1 or 6 above; provided, however, that in any such event Customer will be responsible for payment of all charges incurred prior to the termination date.

8. Compliance with Laws. Each party shall comply with all applicable laws, regulations, court decisions or administrative rulings regarding the provision or use of the Services, failure to do so shall constitute a material breach of the Contract.

9. Right of Way. At its sole cost and expense, Fibertech shall be responsible for all public rights of way, public licenses, and public easements. At its sole cost and expense, Customer shall be responsible for securing all private rights of way, private licenses, and private easement (such as building entries and interior pathways).

10. Warranty. THE QUALITY OF SERVICE PROVIDED HEREUNDER SHALL BE CONSISTENT WITH INDUSTRY STANDARDS AND GOVERNMENT REGULATIONS. FIBERTECH MAKES NO OTHER WARRANTIES ABOUT THE SERVICES PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER MAY NOT RELY ON ANY STATEMENT TO THE CONTRARY BY ANY PERSON. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.



11. Unauthorized Use of Services.

Customer, and not Fibertech, shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under the Contract Documents to Customer. The Services are provided subject to Fibertech's Acceptable Use Policy ("AUP") which may be accessed at: www.fibertech.com/aup.

12. Limitations of Liability.

(a) IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE CONTRACT DOCUMENTS AND/OR THE PERFORMANCE OR NONPERFORMANCE THEREUNDER. THIS DOES NOT LIMIT CUSTOMERS RESPONSIBILITY FOR PAYMENT OF ALL APPROPRIATE CHARGES UNDER THE CONTRACT DOCUMENTS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT DOCUMENTS.

(b) FIBERTECH'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING BUT NOT LIMITED TO THE MAINTENANCE, INSTALLATION, DELAY, TERMINATION, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE CONTRACT DOCUMENTS, WHETHER IN AN ACTION FOR OR ARISING OUT OF CONTRACT, TORT, INDEMNITY OR STRICT LIABILITY, IS LIMITED AS FOLLOWS: (i) FOR A SERVICE QUALITY CLAIM (INCLUDING INTERRUPTION IN SERVICE), THE OUTAGE CREDIT UNDER THE SERVICE LEVEL AGREEMENT; (ii) FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY FIBERTECH'S NEGLIGENT ACTS OR OMISSIONS, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF FIBERTECH, THE AMOUNT OF PROVEN DIRECT DAMAGES; AND (iii) FOR ALL OTHER CLAIMS NOT OTHERWISE COVERED ABOVE, THE AMOUNT OF PROVEN DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF CHARGES APPLICABLE UNDER THE CONTRACT DOCUMENTS FOR THE PERIOD DURING WHICH SERVICES WERE

AFFECTED. IN NO EVENT SHALL FIBERTECH'S CUMULATIVE LIABILITY FOR ALL CLAIMS IN CATEGORIES (i) AND (iii) ABOVE EXCEED THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE BY CUSTOMER TO FIBERTECH THEREUNDER. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.

(c) Fibertech also shall not be liable for any damages arising out of or relating to: interoperability, interaction, access or interconnection problems with applications, equipment, services, content or networks not provided by Fibertech; Service interruptions or lost or altered messages or transmissions (except to the extent credit allowances are specified in the applicable SLA); or unauthorized access to or theft, alteration, loss or destruction of Customer's, Users' or third parties' applications, content, data, programs, information, network or systems.

13. Force Majeure. Except with respect to Customer's payment obligations, notwithstanding any other provision of the Contract Documents, neither Party shall be liable to the other Party for any delay or failure in performance of the Contract to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, government requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control. Any such delay or failure shall suspend the Contract until the Force Majeure ceases.

14. Relationship of Parties. Neither the Contract nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between Fibertech and Customer. The Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

15. Fibertech Facilities. Equipment furnished by Fibertech shall remain its property and shall be returned to Fibertech on expiration or termination of the Contract or as earlier requested by Fibertech, in good condition, reasonable wear and tear expected. Customer shall reimburse Fibertech for any loss of, or damage to, Fibertech's facilities or equipment on the Customer's premises, except loss or damage caused by Fibertech's own employees, agents or contractors.



16. Notices. All notices or other communications under this agreement or the Contract shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, or by nationally recognized overnight courier (with signature for receipt), addressed Fibertech at 300 Meridian Centre, Rochester, NY 14618 or to Customer at the address set forth in the Contract, or to either Party at such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

17. Entire Agreement. The Contract, these Terms and Conditions, the AUP, the SLA(s), and any Addendum attached thereto (collectively the "Contract Documents"), represent the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service. Any modification to the Contract Documents shall be in writing signed by authorized representatives of both Parties. In case of any conflict between the provisions of these Terms and Conditions and any other document, the provisions of these Terms and Conditions shall take precedence unless otherwise indicated in a writing signed by both Parties, except that specific information in a Service Contract shall prevail as to that Service with respect to price, Service Contract Term, renewal terms, locations and availability and other Service-specific terms contained in the Service Order. The Contract, and any amendment of the terms thereof, may be signed in counterparts, each of which (including fax or PDF versions) shall constitute an original and all of which together shall constitute one and the same instrument.

18. Waiver. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

19. CPNI. Under federal law, Customer has the right, and Fibertech has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's service usage ("CPNI"). Customer hereby consents to the sharing of Customer's CPNI or other personal information with Fibertech and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale

of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify Fibertech in writing at 300 Meridian Centre, Rochester, NY 14618 Attn: Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) Telephone number including area code, and (4) Service account number. Removing consent will not affect the Customer's current Service.

20. Assignment. Neither Party may assign the Contract Documents without the written consent of the other party, which may not be unreasonably withheld or delayed; provided, however, that Fibertech may assign the Contract Documents without Customer's consent to an affiliate of Fibertech's or in connection with a merger, acquisition or sale of substantially all of Fibertech's assets.

21. Governing Law. The Contract Documents shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of law principles. The Parties each hereby consent to personal jurisdiction in the state and federal courts in Ohio.

22. Partial Invalidity. If any provision of the Contract Documents shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Contract Documents or such individual agreement unenforceable, but instead such agreement(s) shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of such agreement(s), the Parties shall promptly engage in good faith negotiations to agree upon a substitute for such provision.

[End of Document]

APPROVED AS TO FORM


Roger L. Sorey
Assl. Prosecuting Attorney



SERVICE LEVEL AGREEMENT
(PRIVATE LINE SERVICE)

This Service Level Agreement ("SLA") sets forth the provisions and commitments relating to service quality between Fiber Technologies Networks, L.L.C. ("Fibertech"), and Customer. This SLA is hereby incorporated into to the Service Contract ("Contract") between Customer and Fibertech.

1. Private Line Service. Fibertech's Private Line Service ("Private Line Service") provides DS-1, DS-3, Optical SONET (OC-n) circuits, optical wavelength circuits and Ethernet Private Line ("EPL") for Customer's use between two (2) demarcation points specified by the parties in a Service Order accepted by Fibertech and meeting the technical requirements described in this Service Attachment. This SLA applies to the End-to-End circuit between demarcation points. The End-to-End circuit does not include the Customer's premises equipment, any third party equipment other than equipment furnished by Local Exchange Carriers as part of their access services, any Customer application on a covered circuit, or in-house wiring. Fibertech will use commercially reasonable efforts to maintain its overall network quality.

2. Service Non-Compliance. Subject to the provisions of Section 3 (d), instances of non-compliance with service standards will be credited to Customer as set forth below for the portion of the Service that the non-compliance affects.

3. Definitions.

(a) End to End Access. For the purpose of applying the provisions of this SLA, the term "End-to-End Access" shall mean access service that is provided when the connections at each end of a circuit are furnished by Fibertech facilities, and the circuit itself is furnished by Fibertech facilities.

(b) Mean Time To Repair ("MTTR"). For the purpose of applying the provisions of this SLA, the term "Mean Time To Repair" or "MTTR" shall mean the cumulative length of Outages per circuit in a billing month divided by the total number of Trouble Tickets for that circuit in the billing month.

(c) Network Availability. For the purpose of applying the provisions of this SLA, the term "Network Availability" shall mean the following:

$$\frac{\text{Total Minutes in Month} - \text{Outage Minutes in Month}}{\text{Total Minutes in Month}}$$

(d) Outage. For the purpose of applying the provisions of this SLA, the term "Outage" shall mean an unscheduled period in which the Service is interrupted and not usable for sixty seconds or more within a fifteen minute period, as verified by Fibertech. As a pre-condition to qualifying for any credits issued for any Outage, the Customer must open a Trouble Ticket. Outages exclude:

(i) Interruptions arising from the acts or omissions of the Customer or their agents or employees, or arising from non-compliance with the provisions of the Contract and incorporated agreements including without limitation this SLA, the Terms and Conditions of Service ("TCS"), and Fibertech's Acceptable Use Policy ("AUP") by Customer or any authorized user, or any Interruptions due to any party other than Fibertech, or for events happening on any other party's network, including but not limited to data service providers or other carriers connected to, or providing service connected to, the service of Fibertech or to Fibertech's facilities;

(ii) Interruptions of service during any period in which Fibertech is not given full and free access to the circuit and/or its facilities and equipment for the purpose of investigating and correcting interruptions;

(iii) Interruptions of service due to the failure or malfunction of non-Fibertech applications, equipment, or facilities, including but not limited to service connected to Customer-provided electric power;

(iv) Interruptions of service caused by *Force Majeure* events as defined in the TCS;

(v) Interruptions of service during any scheduled maintenance period.

(e) Trouble Ticket. For the purpose of applying the provisions of this SLA, the term "Trouble Ticket" shall mean the method defined by Fibertech for Customer to



notify Fibertech that it believes there has been an instance of non-compliance with the Service standards set forth in this SLA. In order for Customer to be eligible to receive credits for the non-compliance, the Customer must initiate a Trouble Ticket in a timely manner and release the circuit to Fibertech for testing.

5. Process. When Customer suspects an SLA non-compliance, the Customer must notify Fibertech and open a Trouble Ticket. The Customer must report the noncompliance with sufficient information within four (4) hours of the occurrence and make a request in writing for a credit from Fibertech within five (5) days of opening the Trouble Ticket as a condition precedent to receiving a credit.

6. Standards and Compliance.

(a) Network Availability Standard. The standards for Fibertech's provision of Private Line Service shall be: (i) 99.9% for single path circuit (unprotected); (ii) 99.99% for diverse path circuits (protected). Compliance with this standard shall be calculated after the Customer opens a Trouble Ticket with Fibertech and is based upon the service monthly billing period in which the Customer opens the Trouble Ticket.

Should Fibertech be unable to satisfy the Network Availability standard for a month, Fibertech will provide a credit in accordance with the following table:

Length of Service Unavailability Beyond Standard - Single Path	Credit
0 - 120 Min	10% of MRC
121 - 960 Min	20% of MRC
961 - 1800 Min	30% of MRC
1800+	50% of MRC

Length of Service Unavailability - Diverse Path	Credit
0 - 120 Min	15% of MRC
121 - 960 Min	30% of MRC
961 - 1800 Min	50% of MRC
1800+	75% of MRC

(b) Mean Time To Repair Standard. The standard for Fibertech's MTTR shall be four (4) hours from opening the Trouble Ticket. Compliance with this standard shall be calculated from Trouble Tickets opened during that billing month as set forth in the definition of MTTR above.

Should Fibertech be unable to satisfy the MTTR standard for any month, Fibertech will provide a credit equal to 10%

of the Customer's MRC for the affected Private Line Service.

7. Structure of Credits.

(a) The non-compliance credit structure is based on monthly billing calculations. All credits will be provided in one lump sum, as opposed to each individual service, and will be applied as set forth in Section 7(c) below.

(b) Limitation: If the Customer experiences Service non-compliances under more than one standard, Fibertech will issue a credit for the method that results in the larger credit amount. Fibertech will only issue a credit for one type of non-compliance on the same Private Line Service within the same month.

(c) All credits will be applied to the Customer's billing account as a line item on a bill delivered within two complete billing cycles following Fibertech's confirmation of the non-compliance. Fibertech will not issue non-compliance credits for more than six months in any twelve-month period.

(d) Maximum Credit. In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total monthly recurring charges for that period for the service and facilities furnished by Fibertech.

8. Sole Remedy. The credits set forth in this SLA shall be Fibertech's sole liability and Customer's sole remedy in the event of any interruption and under no circumstances shall an interruption be deemed a breach of the Contract.

[End of Document]

Resolution

Number 19-1141

Adopted Date September 03, 2019

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR ROBERT AND GAIL TRAYLOR

WHEREAS, Robert J. Traylor, Jr. and Gail M. Traylor, Husband and Wife, received an Open End Mortgage Deferred Loan for the Rehabilitation of Property through the Warren County, Ohio, South Lebanon Target Area Housing Rehabilitation Program; and

WHEREAS, the Deferred Loan for said rehab assistance has been fully paid and satisfied by Robert and Gail Traylor; and

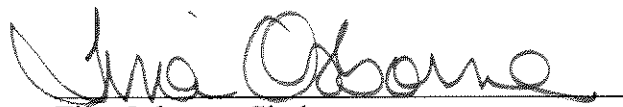
NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to sign a Satisfaction of Mortgage for Robert J. Traylor, Jr. and Gail M. Traylor, on the real estate known as 3944 Turtlecreek Road, Lebanon, Ohio 45036.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc c/a—Traylor, Robert and Gail
Lebanon Land Title Agency/Mark Florence
OGA (file)

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the **Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 7th day of June, 2006, recorded on the 19th day of June, 2006, in Record of Mortgages, Vol. 4219, Pages 868 - 871, in the Office of the Recorder of Warren County, Ohio, executed by Robert J. Traylor, Jr. and Gail M. Traylor, Husband and Wife, to the Warren County Board of Commissioners on the following real estate, known as 3944 Turtlecreek Road, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners, by Shannon Jones, President, acting in her official capacity, has hereunto set her hand this 3rd day of September, 2019, A.D.

Signed and Acknowledged
In the Presence of

Warren County Board of Commissioners

Kiana Hawk
Signature of Witness

Shannon Jones
Shannon Jones, President

Kiana Hawk
Printed Name of Witness

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 3rd day of September, 2019, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Shannon Jones, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in her official capacity, to be her voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

This instrument prepared by Warren County, Ohio.

Kiana Hawk



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

EXHIBIT "A"
Legal Description
Warren County

Sidwell No. 12-08-478-012

Situated in Union Township, Warren County, Ohio in Section 6, Township 4, Entire Range 3,
bounded and described as follows:

Being Lot Number One (1) of the Templeton Subdivision as the same appears on the recorded plat
thereof in Plat Book 4 at Page 105 in the office of the Recorder of said County, to which recorded
plat reference is hereby had and made for a more particular description of the real estate hereby
conveyed.

Property commonly known as: 3944 Turtlecreek Road, Lebanon, Ohio 45036

Prior Instrument Reference: Volume 4219, Page 868 - 871, of the Official Records of Warren
County, Ohio

Resolution

Number 19-1142

Adopted Date September 03, 2019

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR BRIAN WAGNER

WHEREAS, Brian Wagner, received a Deferred Loan for the Purchase of Property through the Community Housing Improvement Program grant; and

WHEREAS, the Deferred Loan for said down Payment assistance has been fully paid and satisfied by Brian Wagner.

NOW THEREFORE BE IT RESOLVED, to authorize the President of this Board to sign a Satisfaction of Mortgage for Brian Wagner, on the real estate known as 7497 Haverhill Lane, Maineville, Ohio 45039; and

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/vsp

cc c/a—Wagner, Brian
Brian Wagner
OGA (file)

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 5th day of August, 2005, recorded on the 15th day of August, 2005, in Record of Mortgages, Vol. 3954 Pages 890 - 893, in the Office of the Recorder of Warren County, Ohio, executed by **Brian Wagner**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 7497 Haverhill Lane, Maineville, Ohio 45039, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

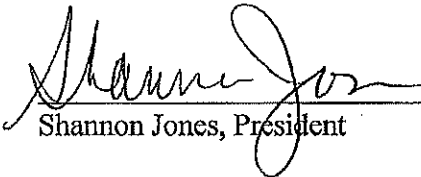
In Testimony Whereof, the said Warren County Board of Commissioners, by Shannon Jones, President, acting in her official capacity, has hereunto set her hand this 3rd day of September, 2019, A.D.

Signed and Acknowledged
In the Presence of


Signature of Witness

Kiana Hawk
Printed Name of Witness

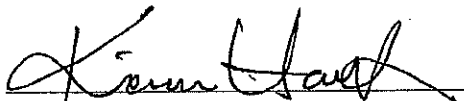
Warren County Board of Commissioners


Shannon Jones, President

State of Ohio
County of Warren, ss:

Be It Remembered, That on this 3rd day of September, 2019, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Shannon Jones, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in her official capacity, to be her voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.


Notary Public

This instrument prepared by Warren County, Ohio.



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/8/2023

EXHIBIT "A"
Legal Description
Warren County

Sidwell No. 16-04-280-005

Situated in the State of Ohio, County of Warren, Township of Hamilton, being Lot Number 35 in Regency Park Section 1, as the same is numbered and delineated upon the recorded plat in Plat Book 52, pages 60 through 63 in the Recorder's Office of Warren County, Ohio.

Property commonly known as: 7497 Haverhill Lane, Maineville, Ohio 45039

Prior Instrument Reference: Volume 3954, Page 890 - 893, of the Official Records of Warren County, Ohio

Resolution

Number 19-1143

Adopted Date September 03, 2019

APPROVE CHANGE ORDER #1 WITH FORD DEVELOPMENT CORPORATION FOR THE TOWNSLEY DRIVE BRIDGE #1201-0.50 AND THE EVERETT AVENUE BRIDGE #2032-0.23 REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #19-0381 adopted April 2, 2019 this Board entered into contract for the Townsley Drive Bridge #1201-0.50 and Everett Rd. Bridge #2032-0.23 Replacement Project; and

WHEREAS, additional work must be performed in the completion of said project; and

WHEREAS, pursuant to Section 5555.69 of the Ohio Revised Code, this Board of County Commissioners accepts the price to be paid for the new class of work; and

WHEREAS, Section 153.62 of the Ohio Revised Code allows the issuance of a change order for additional work; and

NOW THEREFORE BE IT RESOLVED, to approve change order #1 with Ford Development Corporation in the amount of \$27,755.88 resulting in an increase to purchase order #19000390, which is for a portion of the work, and a new contract price of \$404,773.53 for said purchase order. Said change order is attached hereto and made a part hereof.

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

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

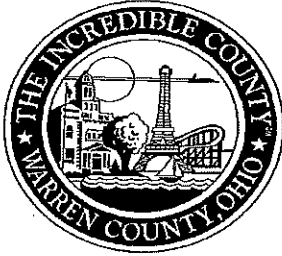
Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
c/a—Ford Development Corp.
OMB Bid File
Engineer (file)

CONTRACTOR PAY ESTIMATE



Warren County Engineer's Office

210 W. Main Street Phone: (513) 695-3301
Lebanon, Ohio 45036 Fax (513) 695-3323

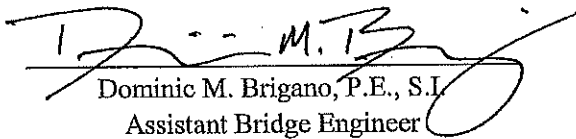
Contractor: Ford Development Corp.
Address: 11148 Woodward Lane
Cincinnati, Ohio 45241
Project: Townsley Drive Bridge #1201-0.50 and Everett Avenue Bridge #2032-0.23
Replacement Project
Estimate #: 3

DATE: August 29, 2019

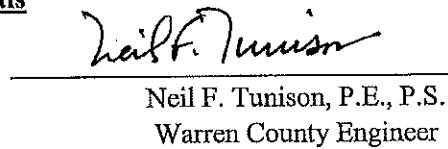
	Contract Amount (Total)	Completed to Date (Total)
Original Contract	\$ 377,017.65	\$ 377,017.65
Total Additions Prior to this Estimate		0
Additions this Estimate		\$ 27,755.88
Total Deletions Prior to this Estimate		0
Total Deletions this Estimate		0

Totals			\$ 404,773.53
Less	0%	Retainage of Total Contract Amount	\$ -
Total Earned to Date			\$ 404,773.53
Less Amount Previously Paid			\$ 324,614.54
Due this Estimate			\$80,158.99

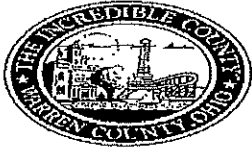
Approvals



 Dominic M. Brigano, P.E., S.I.
 Assistant Bridge Engineer



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



CHANGE ORDER

Warren County Engineer's Office

210 W. Main Street
Lebanon, Ohio 45036
Phone: (513) 925-3301
Fax (513) 695-7714

DATE: August 29, 2019

Contractor: Ford Development Corporation
Change Order No.: 1
Project Name: Townsley Drive Bridge #1201-0.50 and Everett Avenue Bridge #2032-0.23
PO Number: 19000390

Ref. #	Item	Diff. in QTY	Unit	DESCRIPTION	UNIT PRICE	ADD	DELETE
3	202	70	FT	Pipe Removed, 24" and Under	\$1.00	\$70.00	
4	204	17	FY	Subgrade Compaction	\$1.00		\$17.00
6	601	29.66	CY	Rock Channel Protection, 30" Type B with Filter	\$100.00	\$2,956.00	
7	663	33.58	CY	Top Soil Furnish and Place	\$10.00		\$335.80
8	669	453	SY	Seeding and Mulching	\$1.00		\$453.00
9	669	6.15	M Gal	Water	\$1.00		\$6.15
10	669	0.205	Ton	Commercial Fertilizer	\$300.00		\$61.50
11	832	1,000	Each	Erosion Control	\$1.00		\$1,000.00
12	611	10	FT	2" Conduit, Type B, For Drainage Connection, As Directed by Engineer	\$2.00		\$20.00
13	611	20	FT	4" Conduit, Type B, For Drainage Connection, As Directed by Engineer	\$4.00		\$80.00
14	611	20	FT	6" Conduit, Type B, For Drainage Connection, As Directed by Engineer	\$6.00		\$120.00
15	611	0.5	FT	12' Conduit, Type B, 707.65	\$50.00	\$25.00	
16	611	73.5	FT	12' Conduit, Type C, 707.66	\$50.00	\$3,675.00	
17	611	10	FT	12' Conduit, Type D, 707.67	\$50.00	\$500.00	
19	301	46.76	Ton	Asphalt Concrete Base, PG 64-22	\$200.00	\$9,352.00	
20	304	126.37	CY	Aggregate Base, Driveways	\$60.00	\$7,582.20	
21	441	53.32	Ton	Asphalt Concrete, Surface Course, (448) Type 1, PG64-22	\$160.00		\$8,531.20
22	441	3.01	Ton	Asphalt Concrete, Surface Course, (448) Type 1, PG64-22, Driveways	\$200.00	\$602.00	
30	513	26	SY	Sealing of Concrete Surfaces (Epoxy Urethane)	\$30.00		\$780.00
32	301	150	Ton	Asphalt Concrete Base, PG 64-22, Temporary Pavement	\$80.00		\$12,000.00
33	504	335	SF	Temporary Sheet Piling for Maintenance of Traffic	\$10.00		\$3,350.00
34	614	63	Lump	Maintaining Traffic	\$10.00		\$630.00
36	622	440	FT	Portable Concrete Barrier, 32"	\$10.00		\$4,400.00
37	626	35	Each	Barrier Reflector, Type B2	\$2.00		\$70.00
40	-	1	Lump	Water Main Relocation - Everett	\$13,185.35	\$13,185.35	
41	-	1	Lump	Water Main Relocation - Townsley	\$21,662.98	\$21,662.98	

Sums of the ADDITIONS and DELETIONS
TOTALS FOR THIS CHANGE ORDER

\$59,610.53 \$31,854.65

\$27,755.88

Original contract price: (Not including water and sewer items)
Current contract price adjusted by previous change orders:
The Contract price due to this change order will be increased/decreased (circle one).
The New contract price including this change order will be:
The contract time will be increased by

\$	377,017.65
\$	377,017.65
	\$27,755.88
	\$404,773.53

0 calendar days.

All items are adjustments to plan quantity that are approved by the following signatures.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED IN ACCORDANCE WITH THE 2013 ODOT SPECIFICATIONS BOOK.

Contractor's Signature: Andrew Skosme
Date: 8/29/19
Title within: Vice-President

Warren County Engineer: Neil F. Turrisi
Date: 8/30/2019

Warren Co. Commissioner: [Signature]
Date: 9.3.19

Townsley Drive Bridge #2032-0.23 and Everett Avenue Bridge #1201-0.50 Replacement Project
Pay Estimate #3

Ford Development Corp.									
Reference No.	Item No.	Description	Quantity	Unit	Unit Cost	Total Price	Qty. Completed to Date	Qty. Completed this Pay	Total Cost
Roadway									
1	201	Clearing and Grubbing	1	Lump	\$ 11,620.00	\$ 11,620.00	1	0	\$ 11,620.00
2	202	Catch Basin Removed	3	Each	\$ 10.00	\$ 30.00	3	0	\$ 30.00
3	202	Pipe Removed, 24" and Under	210	FT	\$ 1.00	\$ 210.00	280	0	\$ 280.00
4	204	Subgrade Compaction	335	SY	\$ 1.00	\$ 335.00	318	318	\$ 318.00
5	Special	Mailbox Remove and Reset	7	Each	\$ 50.00	\$ 350.00	7	3	\$ 350.00
						Subtotal =		Subtotal =	\$ 12,598.00
Erosion Control									
6	601	Rock Channel Protection, 30" Type B with Filter	44	CY	\$ 100.00	\$ 4,400.00	73.56	31.71	\$ 7,356.00
7	653	Topsoil Furnished and Placed	150	CY	\$ 10.00	\$ 1,500.00	116.42	68.85	\$ 1,164.20
8	659	Seeding and Mulching	2,500	SY	\$ 1.00	\$ 2,500.00	2047	956	\$ 2,047.00
9	659	Water	6.15	M Gal	\$ 1.00	\$ 6.15	0	0	\$ -
10	659	Commercial Fertilizer	0.205	Ton	\$ 300.00	\$ 61.50	0	0	\$ -
11	832	Erosion Control	1,000	Each	\$ 1.00	\$ 1,000.00	0	0	\$ -
						Subtotal =		Subtotal =	\$ 10,567.20
Drainage									
12	611	2" Conduit, Type B, For Drainage Connection, As Directed by Engineer	20	FT	\$ 2.00	\$ 40.00	10	0	\$ 20.00
13	611	4" Conduit, Type B, For Drainage Connection, As Directed by Engineer	20	FT	\$ 4.00	\$ 80.00	0	0	\$ -
14	611	6" Conduit, Type B, For Drainage Connection, As Directed by Engineer	20	FT	\$ 6.00	\$ 120.00	0	0	\$ -
15	611	12" Conduit, Type B, 707.65	35.5	FT	\$ 50.00	\$ 1,775.00	36	0	\$ 1,800.00
16	611	12" Conduit, Type C, 707.65	28.5	FT	\$ 50.00	\$ 1,425.00	102	0	\$ 5,100.00
17	611	12" Conduit, Type D, 707.65	237	FT	\$ 50.00	\$ 11,850.00	247	0	\$ 12,350.00
18	611	Catch Basin No. 2-2B	7	Each	\$ 1,000.00	\$ 7,000.00	7	0	\$ 7,000.00
						Subtotal =		Subtotal =	\$ 26,270.00
Pavement									
19	301	Asphalt Concrete Base, PG64-22	55	Ton	\$ 200.00	\$ 11,000.00	101.76	52.38	\$ 20,352.00
20	304	Aggregate Base, Driveways	30	CY	\$ 60.00	\$ 1,800.00	156.37	0	\$ 9,382.20
21	441	Asphalt Concrete, Surface Course, (448), Type 1, PG 64-22	170	Ton	\$ 160.00	\$ 27,200.00	116.68	116.68	\$ 18,668.80
22	441	Asphalt Concrete, Surface Course, (448), Type 1, PG 64-22, Driveways	30	Ton	\$ 200.00	\$ 6,000.00	33.01	33.01	\$ 6,602.00
						Subtotal =		Subtotal =	\$ 55,005.00
Traffic Control									
23	630	Ground Mounted Support, No. 3 Post	10	FT	\$ 15.00	\$ 150.00	10	10	\$ 150.00
24	630	Removal of Ground Mounted Post Support and Disposal	1	Each	\$ 5.00	\$ 5.00	1	1	\$ 5.00
25	630	Removal of Ground Mounted Sign and Reerection	1	Each	\$ 10.00	\$ 10.00	1	1	\$ 10.00
						Subtotal =		Subtotal =	\$ 165.00

Townsley Drive Bridge #2032-0.23 and Everett Avenue Bridge #1201-0.50 Replacement Project
Pay Estimate #3

Reference No.	Item No.	Description	Quantity	Unit	Unit Cost	Total Price	Qty - Completed to Date	Qty - Completed this Pay	Total Cost
Bridge									
26	202	Structures Removed	1	Lump	\$ 25,000.00	\$ 25,000.00	1	0	\$ 25,000.00
27	503	Cofferdams	1	Lump	\$ 5,000.00	\$ 5,000.00	1	0	\$ 5,000.00
28	511	Class QC 1 Concrete, Footings	33	CY	\$ 1,000.00	\$ 33,000.00	33	0	\$ 33,000.00
29	511	Class QC 1 Concrete, Headwalls/Wingwalls	29	CY	\$ 1,000.00	\$ 29,000.00	29	0	\$ 29,000.00
30	512	Sealing of Concrete Surfaces (Epoxy Urethane)	100	SY	\$ 30.00	\$ 3,000.00	74	74	\$ 2,220.00
31	611	57"x38" Corrugated Steel Conduit, 707.01, Type A (Aluminized) (0.109")	470	FT	\$ 320.00	\$ 150,400.00	470	0	\$ 150,400.00
						Subtotal =		Subtotal =	\$ 244,620.00
Maintenance of Traffic									
32	301	Asphalt Concrete Base, PG64-22, Temporary Pavement	150	Ton	\$ 80.00	\$ 12,000.00	0	0	\$ -
33	504	Temporary Sheet Piling for Maintenance of Traffic	335	SF	\$ 10.00	\$ 3,350.00	0	0	\$ -
34	614	Work Zone Stop Line, Class I	63	FT	\$ 10.00	\$ 630.00	0	0	\$ -
35	614	Maintaining Traffic	1	Lump	\$ 5,000.00	\$ 5,000.00	1	0	\$ 5,000.00
36	622	Portable Concrete Barrier, 32"	540	FT	\$ 10.00	\$ 5,400.00	100	0	\$ 1,000.00
37	626	Barrier Reflector, Type B2	35	Each	\$ 2.00	\$ 70.00	0	0	\$ -
						Subtotal =		Subtotal =	\$ 6,000.00
Miscellaneous									
38	623	Construction Layout Staking and Surveying	1	Lump	\$ 4,700.00	\$ 4,700.00	1	0	\$ 4,700.00
39	624	Mobilization	1	Lump	\$ 10,000.00	\$ 10,000.00	1	0	\$ 10,000.00
						Subtotal =		Subtotal =	\$ 14,700.00
Extras									
40	-	Water Main Relocation - Everett	1	Lump	\$ 13,185.35	\$ 13,185.35	1	0	\$ 13,185.35
41	-	Water Main Relocation - Townsley	1	Lump	\$ 21,662.98	\$ 21,662.98	1	1	\$ 21,662.98
						Subtotal =		Subtotal =	\$ 34,848.33
						Project Total =		Total Completed to Date =	\$ 404,773.53

Project Total with Extras = \$ 411,865.98

Retainage= \$ -
Less Previous Payments= \$ 324,614.54
Total Due for Pay Estimate #3= \$ 80,158.99 ✓

D. M. B. J.
08/29/19



FORD DEVELOPMENT CORPORATION

11148 Woodward Lane • Sharonville, Ohio 45241

F: 513-772-1521 F: 513-772-0324

Invoice	
DATE	INVOICE #
8/28/2019	C3966-3A

BILL TO

Warren County Board of Commissioners
406 Justice Drive
Lebanon, Ohio 45036

P.O. #:	TERMS	VENDOR #	JOB #	PROJECT	LOC. #
19000390	Net 10 Days	WARCOB...	C3966	Townsley and Everett Bridge	
QUANTITY	UNITS	DESCRIPTION		UNIT PRICE	AMOUNT
		Please see attached AIA breakdown for items of work completed:			
		Contract Amount: \$377,017.65			
		Total Work Completed:		404,773.53	404,773.53
		Less: Retainage		0.00	0.00
		Less: Previous Certificates for Payment		-324,614.54	-324,614.54
		ATTACHMENTS: AIA 702 (3) & 703 (3) Prevailing Wage Reports previously mailed			
3rd & Final				Total	\$80,158.99

D. M. [Signature]
08/29/19

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Warren County Engineer	PROJECT: Townslay Drive Bridge #1201-0.50 and Everett Avenue Bridge #2032-0.23 VIA (ENGINEER):	APPLICATION NO: #3 & Final	Distribution to: OWNER ARCHITECT CONTRACTOR
FROM (CONTRACTOR): Ford Development Corp.		PERIOD TO: 08/31/2019	
CONTRACT FOR: Culverts	CONTRACT NO.:	ARCHITECT'S PROJECT NO:	
		CONTRACT DATE 04/02/2019	

CONTRACTOR'S APPLICATION FOR PAYMENT			
CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$0.00

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM:	\$377,017.65
2. Net change by Change Orders	\$0.00
3. Total Contract Amount:	\$377,017.65
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$404,773.53
5. RETAINAGE:	
a. 8% of 50% Completed Work (Column D + E on G703)	0.00
b. 0% of Stored Material (Column F on G703)	0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703).	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 Total)	\$404,773.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).	\$324,614.54
8. CURRENT PAYMENT DUE	\$80,158.99
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

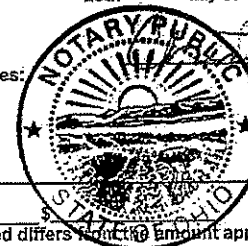
State of: Ohio County of: Hamilton

Subscribed and sworn to before

me this 28th day of August, 2019

Notary Public:

My Commission expires:



Christine M. Duhme
Notary Public, State of Ohio
My Commission Expires May 10, 2023

CONTRACTOR: Ford Development Corp.

By: Robert T Henderson, CFO/Treasurer

AMOUNT CERTIFIED: _____
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

BY: _____ DATE: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET						ENG. DOCUMENT 2		
ENG Document, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.						Townsley Drive Bridge #1201-0.50 and Everett Avenue Bridge #2032-0.23		
In tabulations below, amounts are stated to the nearest dollar.						APPLICATION NUMBER:	#3 & Final	
Use Column I on Contracts where variable retainage for line items may apply.						APPLICATION DATE:	8/28/2019	
						PERIOD TO:	08/31/2019	
						PROJECT NO:		
A	B	C	D	E	F	G	I	
ITEM #	DESCRIPTION OF WORK	UNITS	UNIT	WORK COMPLETED		MATERIALS	TOTAL	RETAINAGE
		INSTALLED TO DATE	PRICES	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	
ROADWAY								
1	Clearing & Grubbing	1.00	11,620.00	11,620.00	0.00		11,620.00	0.00
2	Catch Basin Removed	3.00	10.00	30.00	0.00		30.00	0.00
3	Pipe Removed, 24" and Under	280.00	1.00	280.00	0.00		280.00	0.00
4	Subgrade Compaction	318.00	1.00	0.00	318.00		318.00	0.00
5	Mailbox Remove and Reset	7.00	50.00	200.00	150.00		350.00	0.00
EROSION CONTROL								
6	Rock Channel Protection, 30" Type B w/ Filter	73.56	100.00	4,185.00	3,171.00		7,356.00	0.00
7	Topsoil Furnished and Placed	116.42	10.00	475.70	688.50		1,164.20	0.00
8	Seeding and Mulching	2,047.00	1.00	1,091.00	956.00		2,047.00	0.00
9	Water	0.00	1.00	0.00	0.00		0.00	0.00
10	Commercial Fertilizer	0.00	300.00	0.00	0.00		0.00	0.00
11	Erosion Control	0.00	1.00	0.00	0.00		0.00	0.00
DRAINAGE								
12	2" Conduit, Type B, for Drainage Connection, As Directed by Engineer	10.00	2.00	20.00	0.00		20.00	0.00
13	4" Conduit, Type B, for Drainage Connection, As Directed by Engineer	0.00	4.00	0.00	0.00		0.00	0.00
14	6" Conduit, Type B, for Drainage Connection, As Directed by Engineer	0.00	6.00	0.00	0.00		0.00	0.00
15	12" Conduit, Type B, 707.65	36.00	50.00	1,800.00	0.00		1,800.00	0.00
16	12" Conduit, Type C, 707.65	102.00	50.00	5,100.00	0.00		5,100.00	0.00
17	12" Conduit, Type D, 707.65	247.00	50.00	12,350.00	0.00		12,350.00	0.00
18	Catch Basin No. 2-2B	7.00	1,000.00	7,000.00	0.00		7,000.00	0.00
PAVEMENT								
19	Asphalt Concrete Base, PG64-22	101.76	200.00	9,876.00	10,476.00		20,352.00	0.00
20	Aggregate Base, Driveways	156.37	60.00	9,382.20	0.00		9,382.20	0.00
21	Asphalt Concrete, Surface Course, (448), Type 1, PG64-22	116.68	160.00	0.00	18,668.80		18,668.80	0.00
22	Asphalt Concrete, Surface Course, (448), Type 1, PG64-22, Driveways	33.01	200.00	0.00	6,602.00		6,602.00	0.00
TRAFFIC CONTROL								
23	Ground Mounted Support, No. 3 Post	10.00	15.00	0.00	150.00		150.00	0.00
24	Removal of Ground Mounted Post Support and Disposal	1.00	5.00	0.00	5.00		5.00	0.00
25	Removal of Ground Mounted Sign and Reerection	1.00	10.00	0.00	10.00		10.00	0.00
BRIDGE								
26	Structures Removed	1.00	25,000.00	25,000.00	0.00		25,000.00	0.00
27	Cofferdams	1.00	5,000.00	5,000.00	0.00		5,000.00	0.00
28	Class QC 1 Concrete, Footings	33.00	1,000.00	33,000.00	0.00		33,000.00	0.00
29	Class QC 1 Concrete, Headwalls/Wingwalls	29.00	1,000.00	29,000.00	0.00		29,000.00	0.00
30	Sealing of Concrete Surfaces (Epoxy Urethane)	74.00	30.00	0.00	2,220.00		2,220.00	0.00
31	57" x 38" Corrugated Steel Conduit, 707.01, Type A (Aluminized)(0.109")	470.00	320.00	150,400.00	0.00		150,400.00	0.00
MAINTENANCE OF TRAFFIC								
32	Asphalt Concrete Base, PG64-22, Temporary Pavement	0.00	80.00	0.00	0.00		0.00	0.00
33	Temporary Sheet Piling for Maintenance of Traffic	0.00	10.00	0.00	0.00		0.00	0.00
34	Work Zone Stop Line, Class I	0.00	10.00	0.00	0.00		0.00	0.00
35	Maintaining Traffic	1.00	5,000.00	5,000.00	0.00		5,000.00	0.00
36	Portable Concrete Barrier, 32"	100.00	10.00	1,000.00	0.00		1,000.00	0.00
37	Barrier Reflector, Type B2	0.00	2.00	0.00	0.00		0.00	0.00

CONTINUATION SHEET						ENG. DOCUMENT 2		
ENG Document, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.						Townsley Drive Bridge #1201-0.50 and Everett Avenue Bridge #2032-0.23		
in tabulations below, amounts are stated to the nearest dollar.						APPLICATION NUMBER:	#3 & Final	
Use Column I on Contracts where variable retainage for line items may apply.						APPLICATION DATE:	8/28/2019	
						PERIOD TO:	08/31/2019	
						PROJECT NO:		
	A	B	C	D	E	F	G	I
ITEM #	DESCRIPTION OF WORK	UNITS INSTALLED TO DATE	UNIT PRICES	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	RETAINAGE
MISCELLANEOUS								
38	Construction Layout Staking and Surveying	1.00	4,700.00	4,700.00	0.00		4,700.00	0.00
39	Mobilization	1.00	10,000.00	10,000.00	0.00		10,000.00	0.00
40	Relocate Everett Water Main	1.00	13,185.35	13,185.35	0.00		13,185.35	0.00
41	Relocate Townsley Water Main	1.00	21,662.98	0.00	21,662.98		21,662.98	0.00
				339,695.25	65,078.28	0.00	✓ 404,773.53	0.00

T. M. [Signature]
08/29/19

Resolution

Number 19-1144

Adopted Date September 03, 2019

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT WITH JUNMING ZHANG AND AI LIN FOR THE BUTLER WARREN ROAD AT LIBERTY WAY/MASON ROAD IMPROVEMENTS PROJECT

WHEREAS, in order to improve Butler Warren Road, it is necessary to construct roadway improvements and in order to do this work it is necessary to enter onto property, which is owned by Junming Zhang and Ai Lin, husband and wife; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain an exclusive and permanent highway easement from the property owner; and

WHEREAS, the land for the exclusive and permanent highway easement is as follows:

Exclusive and Permanent Highway Easement – Exhibits A & B – 0.0194 acres

WHEREAS, the negotiated price for the exclusive and permanent easement is \$4,750.00.

NOW THEREFORE BE IT RESOLVED, to enter into an exclusive and permanent highway easement agreement, copies of which are attached hereto and made a part hereof, with Junming Zhang and Ai Lin for the Butler Warren Road at Liberty Way/Mason Road Improvements Project for the sum of \$4,750.00.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Zhang, Junming & Lin, Ai
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #15-06-101-018 (Pt.)**

ARTICLES OF AGREEMENT

This agreement is entered into the date stated below by Junming Zhang and Ai Lin, husband and wife, whose tax mailing address is 5076 Village Green Drive, Mason, Ohio 45040 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

The Purpose of this Easement Agreement is to obtain the necessary exclusive and permanent highway easement for the Butler-Warren Road at Liberty Way/Mason Road Improvements Project, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0761, dated June 18, 2019.

That the Grantors, for and in consideration of the sum of Four Thousand Seven Hundred Fifty Dollar(s) (\$4,750.00) and other considerations paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, and exclusive and permanent highway easement for the purpose of improving and maintaining a public road for constructing the necessary project improvements upon and over the lands hereafter described, situated in Section 6, Town 3, Range 2, Deerfield Township, Warren County, State of Ohio and further described as follows:

EXCLUSIVE & PERMANENT HIGHWAY EASEMENT LEGAL DESCRIPTION

See Exhibit "A" for details.

See Exhibit "B" for drawing.

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

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

Grantors acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04.

GRANTORS

IN EXECUTION WHEREOF, Junming Zhang and Ai Lin, husband and wife, the Grantors herein, has hereunto set their hands on the date stated below.

Grantors:

SIGNATURE: Junming Zhang

PRINTED NAME: Junming Zhang

DATE: 08/19/2019

SIGNATURE: Ai Lin

PRINTED NAME: Ai Lin

DATE: 08/19/19

STATE OF Ohio, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 19 day of August, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Junming Zhang and Ai Lin, being the **Grantors** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.

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



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/22
Recorded in
Warren County

Notary Public: Dominic M. Brigano
My commission expires: 02/06/22

[the balance of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution No. 19-1144, dated 9.3.19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 9.3.19

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 3rd day of September, 2019 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Easement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization his to act.

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

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

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce McGary, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: Bruce.McGary@warrencountyprosecutor.com



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

EASEMENT FOR ROAD PURPOSES

EXHIBIT A

Situated in Section 6, Town 3, Range 2, Deerfield Township, Warren County in the State of Ohio, and being a permanent easement located within the lot conveyed to Junming Zhang and Ai Lin, husband and wife by deed recorded in Official Record 5370, Page 644, said lot being Lot 79 of Hampton Village as recorded in Plat Book 40, Pages 15-18 located in the Warren County, Ohio Recorder's Office and being more particularly described as follows:

COMMENCING at a point, said point being at the intersection of the existing northerly right of way line of Mason Road and the Grantor's easterly property line, said point also being the southeast corner of Lot 79. Said point being at Station 116+44.16, 41.20 feet left of the construction centerline for the intersection improvement for Mason Road at Butler Warren Road and being the **True Point of Beginning** for the parcel herein described;

THENCE from said True Point of Beginning with the existing northerly right of way of Mason Road and the Grantor's southerly property line, South 89°47'10" West for a distance of 156.19 feet;

THENCE leaving the existing northerly right of way of Mason Road and the Grantor's southerly property line, North 74°00'20" West along the existing roadway easement granted in Document Number 2016-022499, for a distance of 38.83 feet to the existing easterly right of way of Butler Warren Road;

THENCE leaving the existing easterly right of way of Butler Warren Road, along the proposed right of way, South 87°00'27" East for a distance of 193.78 feet back to the **True Point of Beginning**.

The above described parcel contains:

Gross = 0.0194 Acres of land

P.R.O. = 0.0000 Acres of land

Net = 0.0194 Acres of land

Grantors claim title by instrument of record in Official record 5370, Page 644, in the office of the Warren County Recorder.

This description and survey was made under the supervision of Patrick Benson, P.S. #8466 of the Butler County Engineer's Office.

Project # I-3370-02.105

Parcel ID: #15-06-101-018

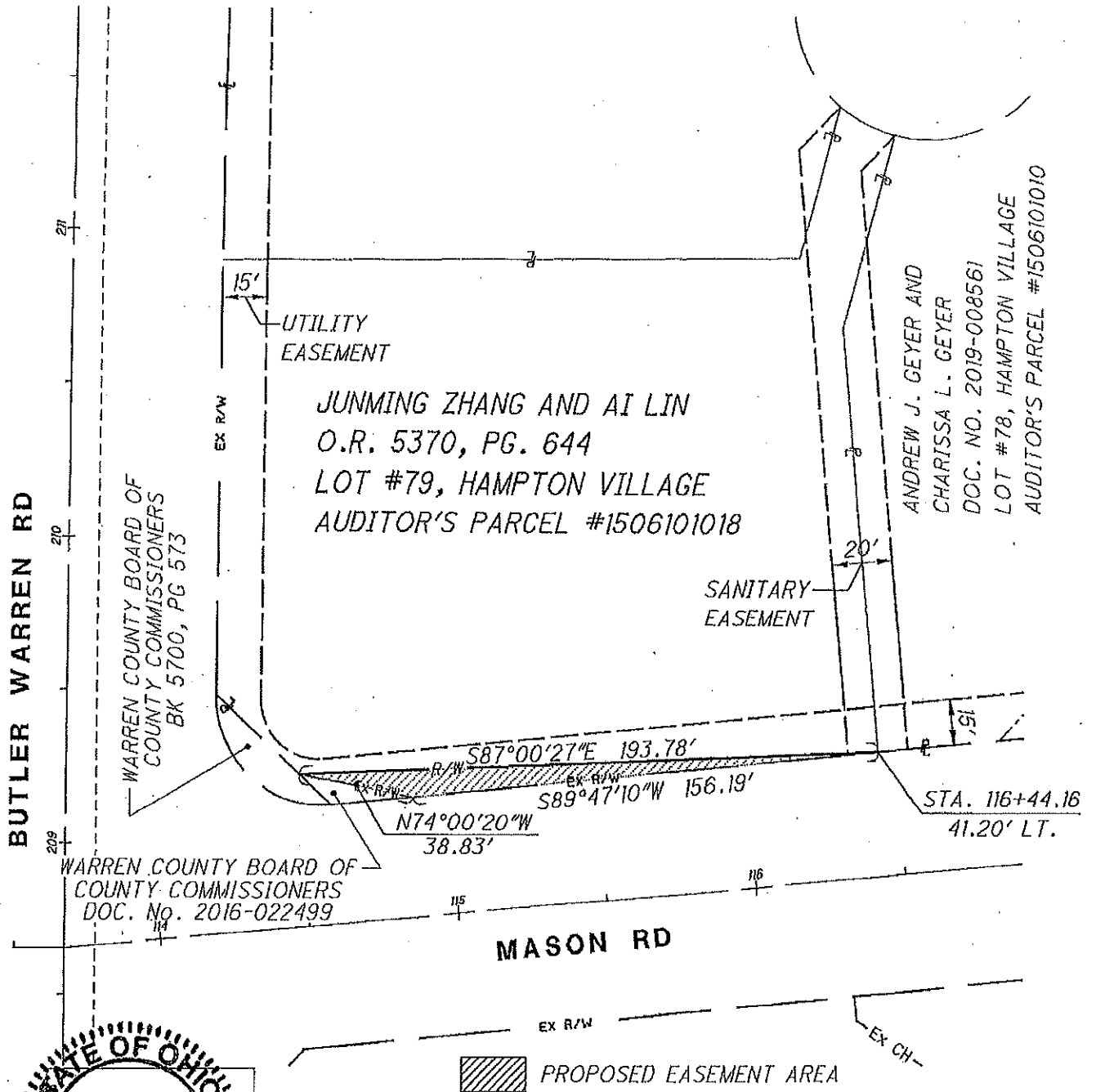
Patrick Benson, P.S. #8466

Date: 05/10/2019



EASEMENT EXHIBIT B

JUNMING ZHANG AND AI LIN
O.R. 5370, PG. 644
PARCEL I.D. 15-06-101-018
SECTION 6, TOWN. 3, RANGE 2
DEERFIELD TOWNSHIP, WARREN COUNTY



BUTLER WARREN RD

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS BK 5700, PG 573

JUNMING ZHANG AND AI LIN
O.R. 5370, PG. 644
LOT #79, HAMPTON VILLAGE
AUDITOR'S PARCEL #1506101018

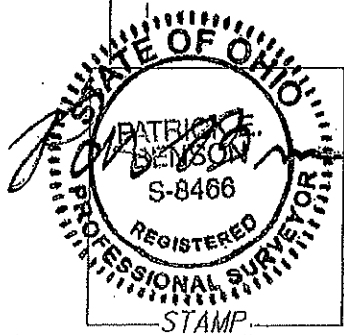
ANDREW J. GEYER AND
CHARISSA L. GEYER
DOC. NO. 2019-008561
LOT #78, HAMPTON VILLAGE
AUDITOR'S PARCEL #1506101010

SANITARY EASEMENT

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS DOC. No. 2016-022499

MASON RD

PROPOSED EASEMENT AREA



Resolution

Number 19-1145

Adopted Date September 03, 2019

APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH LAYNE CHRISTENSEN COMPANY FOR THE CONSTRUCTION OF THE RAR WATER TREATMENT PLANT FILTER REHABILITATION PROJECT, PURCHASE ORDER NO. 19000245

WHEREAS, this Board on February 26, 2019 entered into a contract with Layne Christensen Company for the construction of the RAR Water Treatment Plant Filter Rehabilitation Project; and

WHEREAS, the Water & Sewer Department determined that drains need to be added to the filter effluent lines for Filters #4-7; and

WHEREAS, a Purchase Order Increase is necessary in order to accommodate said change; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 2 to the contract with Layne Christensen Company increasing Purchase Order No. 19000245 by \$15,600 and creating a new contract and Purchase Order price in the amount of \$668,344.20.
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 this Board execute and sign Change Order No.2 of the contract with Layne Christensen Company for the construction of the RAR Water Treatment Plant Filter Rehabilitation Project.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Water/Sewer (file)
Project File

Resolution

Number 19-1146

Adopted Date September 03, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/27/19 and 8/29/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-1147

Adopted Date September 03, 2019

APPROVE BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN RIVERCREST, SECTIONS 4-6 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond reduction upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND REDUCTION

Bond Number	:	N/A
Development	:	Rivercrest, Section 4-6
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$127,833.16
Surety Company	:	The Hanover Insurance Company (1053834)

BE IT FURTHER RESOLVED, the original amount of the bond was \$151,075.55 and now after the above reduction the new required bond amount is \$23,242.39

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 19-1148

Adopted Date September 03, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH PENDRAGON DEVELOPMENT COMPANY, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN ABERLIN SPRINGS, PHASE TWO SITUATED IN UNION TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-012 (P/S)
Development	:	Aberlin Springs, Phase Two
Developer	:	Pendragon Development Company, LLC
Township	:	Union
Amount	:	\$150,759.21
Surety Company	:	Endurance Assurance Corp. (EACX4000732)

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Company
Bond Agreement file
Engineer (file)

Bond No. EACX4000732

Form ST-1
Rev. 08/2016

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

19-012 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Pendragon Development Company, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Endurance Assurance Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Aberlin Springs Subdivision, Section/Phase two (3) (hereinafter the "Subdivision") situated in Union (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$433,448.19 and that the Improvements that have yet to be completed and approved may be constructed in the sum of 115,968.62; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide performance security to the County Commissioners in the sum of \$150,759.21 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the minimum performance security shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary; preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.
6. The Developer will provide maintenance security to the County Commissioners in the sum of \$86,689.64 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the two year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

Pendragon Development Company, LLC
3470 Snook Road
Morrow, OH 45152
Ph. (513) 225 0634

D. To the Surety:

Endurance Assurance Corporation

4 Manhattanville Road

Purchase, NY 10577

Ph. (212) 209 6500

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

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

Certified check or cashier's check (attached) (CHECK # _____)

Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

Original Escrow Letter (attached)

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

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

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

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

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

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

Pendragon Development Company, LLC

DEVELOPER:

SURETY: Endurance Assurance Corporation

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

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

SIGNATURE: *Leslie Aberlin*

SIGNATURE: 

PRINTED NAME: Leslie Aberlin

PRINTED NAME: Craig Sherman

TITLE: Member

TITLE: Attorney-in-Fact

DATE: 8/26/2019

DATE: 8/23/2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1148, dated 9/3/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 9/3/19

RECOMMENDED BY:

By: Neil F. Tunison / NFW
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Kerth W. Anker
COUNTY PROSECUTOR

Key:

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

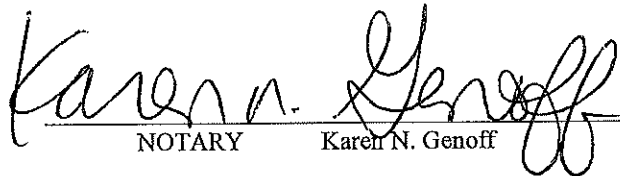
STATE OF ILLINOIS ((SS
COUNTY OF COOK ((

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Endurance Assurance Corporation Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Endurance Assurance Corporation, a Delaware Corporation for the Uses and Purposes Therein Set Forth.

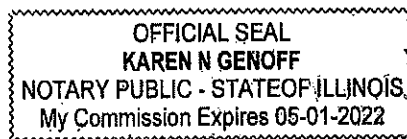
Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This

23rd Day of August , 2019

My Commission Expires



NOTARY Karen N. Genoff



Effective Date: May 21, 2004
Expiration Date: April 01, 2020

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

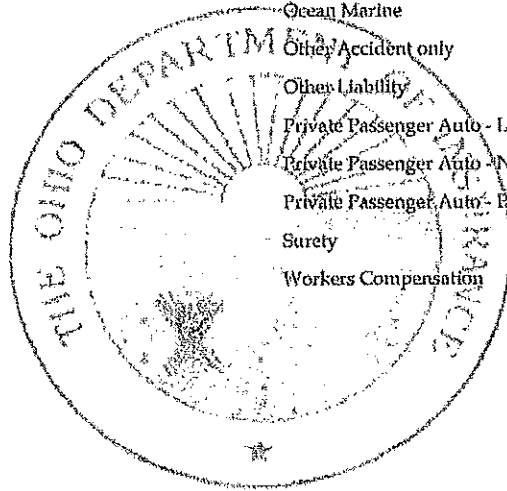
ENDURANCE ASSURANCE CORPORATION

NAIC No. 11551

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

- | | |
|-----------------------------------|--|
| Aircraft | Medical Malpractice |
| Allied Lines | Multiple Peril - Commercial |
| Boiler & Machinery | Multiple Peril - Farmowners |
| Burglary & Theft | Multiple Peril - Homeowners |
| Collectively Renewable A & H | Noncancellable A & H |
| Commercial Auto - Liability | Nonrenew-States Reasons (A&H) |
| Commercial Auto - No Fault | Ocean Marine |
| Commercial Auto - Physical Damage | Other Accident only |
| Credit | Other Liability |
| Credit Accident & Health | Private Passenger Auto - Liability |
| Earthquake | Private Passenger Auto - No Fault |
| Fidelity | Private Passenger Auto - Physical Damage |
| Fire | Surety |
| Glass | Workers Compensation |
| Group Accident & Health | |
| Guaranteed Renewable A & H | |
| Inland Marine | |



This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

A handwritten signature in cursive script, reading "Jillian Froment", is written over a horizontal line.

Jillian Froment, Director

ENDURANCE ASSURANCE CORPORATION

1247

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Ted Sherman, Craig Sherman, Karen Genoff its true and lawful Attorney(s)-in-fact, at CHICAGO in the State of IL and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made in order and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

*RESOLVED that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of each Director and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate headed with such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 23rd day of JANUARY of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST

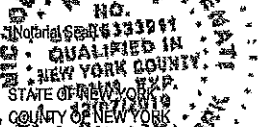
Marianne L. Wilbert (Signature)
MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims (Signature)
SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 23rd day of JANUARY of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument, that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.



Nicholas James Benenati (Signature)

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

ss: MANHATTAN

CERTIFICATE

CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And it is further *RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 23rd day of August, 2019.

(Corporate Seal)

Christopher Donelan (Signature)
CHRISTOPHER DONELAN, PRESIDENT

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1149

Adopted Date September 03, 2019

APPROVE RECORD PLATS

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

- Aberlin Springs Phase Two – Union Twp.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1150

Adopted Date September 03, 2019

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2293

WHEREAS, the Warren County Sheriff's Office has indicated they will receive additional revenue to the amount of \$92,768.00 in Sheriff's Office Fund #2293; and

WHEREAS, in order to expend said funds a supplemental appropriation is necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate in the amount of \$92,768.00 and approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #2293:

\$92,768.00 into 22932200-5410 (Contracts BOCC Approved)

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. file
Sheriff (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, August 26, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, 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, 2019	Taxes	Other Sources	Total
Sheriff Grants	\$14,207.00	\$0.00	\$133,568.00	\$147,775.00
Fund 2293				
TOTAL	\$14,207.00	\$0.00	\$133,568.00	\$147,775.00

Matt Nolan)
 _____)
 _____) Budget
 _____) Commission

Resolution

Number 19-1151

Adopted Date September 03, 2019

APPROVE SUPPLEMENTAL APPROPRIATIONS WITHIN COMMON PLEAS COURT
COGNITIVE INTERVENTION PROGRAM SUBSTANCE ABUSE MONITORING FUND
2284

BE IT RESOLVED, to approve the following supplemental appropriations:

\$30,000.00	into	22842911-5210	(Material & Supplies)
\$10,000.00	into	22842911-5400	(Purchased Services)

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental Adjustment file
Common Pleas Court (file)

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

Resolution

Number 19-1152

Adopted Date September 03, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2287

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County Sheriff's Office Fund #2287:

\$50,000.00 22872200-5855 (Clothing & Personal Equipment)

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 19-1153

Adopted Date September 03, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2294

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County Sheriff's Office Fund #2294:

\$145,373.70 22942200-5155 (Personal Services Reimbursement)

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1154

Adopted Date September 03, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND 11012200 AND FROM 11012210 INTO 11012200

BE IT RESOLVED, to approve the following appropriation adjustments:

\$130,000.00	from	11012200 5102	REGULAR SALARIES
	into	11012200 5310	VEHICLE CAPITAL OUTLAY
\$100,000.00	from	11012200 5114	OVERTIME
	into	11012200 5310	VEHICLE CAPITAL OUTLAY
\$70,000.00	from	11012200 5811	PERS
	into	11012200 5310	VEHICLE CAPITAL OUTLAY
\$38,545.06	from	11012200 5830	WORKERS COMP
	into	11012200 5310	VEHICLE CAPITAL OUTLAY
\$26,454.94	from	11012210 5830	WORKERS COMP
	into	11012200 5310	VEHICLE CAPITAL OUTLAY
\$11,929.16	from	11012200 5460	INSURANCE
	into	11012200 5317	NON CAPITAL PURCHASE
\$22,725.01	from	11012210 5830	WORKERS COMP
	into	11012200 5317	NON CAPITAL PURCHASE
\$60,000.00	from	11012200 5223	GAS & OIL OPERATING SUPPLIES
	into	11012200 5317	NON CAPITAL PURCHASE
\$15,000.00	from	11012200 5462	VEHICLE MAINTENANCE
	into	11012200 5317	NON CAPITAL PURCHASE
\$60,345.83	from	11012210 5410	CONTRACTS BOCC APPROVED
	into	11012200 5317	NON CAPITAL PURCHASE

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 19-1155

Adopted Date September 03, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN JUVENILE PROBATION FUND
#11012500

BE IT RESOLVED, to approve the following appropriation adjustments:


\$2,000.00	from	#11012500-5317	(Non Capital Purchase)
\$2,000.00	from	#11012500-5400	(Purchased Services)
\$2,000.00	from	#11012500-5910	(Other Expense)
\$6,000.00	into	#11012500-5210	(Material & Supplies)

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 19-1156

Adopted Date September 03, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN VETERANS FUND #11015210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #11015210-5881 (Sick Leave)
into #11015210-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Veterans (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 19-1157

Adopted Date September 03, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN THE SOLID WASTE MANAGEMENT DISTRICT FUND #2256

WHEREAS, additional funds are needed to cover anticipated costs; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$6,300.00 from #22564410-5998 (Contingency)
 into #22564410-5820 (Health/Life Insurance)

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adjustment file
Solid Waste (file)

Resolution

Number 19-1158

Adopted Date September 03, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustments:

\$50,000.00	from	#22735100-5820	(Health & Life Insurance)
	into	#22735100-5400	(Purchased Services)
\$50,000.00	from	#22735100-5820	(Health & Life Insurance)
	into	#22735100-5910	(Other Expenses)
\$138.42	from	#22735125-5871	(FCFC Medicare)
	into	#22735100-5210	(Materials & Supplies)
\$2,094.75	from	#22735125-5102	(FCFC Regular Salaries)
	into	#22735100-5210	(Materials & Supplies)
\$305.50	from	#22735100-5881	(Sick Leave Payout)
	into	#22735100-5210	(Materials & Supplies)

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

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

Resolution

Number 19-1159

Adopted Date September 03, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Olivia Taylor:

\$1,000.00	from	#22735125-5102	(FCFC - Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 19-1160

Adopted Date September 03, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND 6630

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Fund #6630:

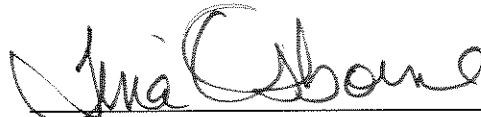
\$1,669.96	from	66302251 5882	Vacation Leave Payout
	into	66302251 5881	Sick Leave Payout

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1161

Adopted Date September 03, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKERS COMP FUND
#6636

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,500.00 from #66360110-5400 (Workers Comp – Purchased Services)
 into #66360110-5820 (Workers Comp – Health & Life Insurance)

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
 Appropriation Adjustment file
 OMB (file)

Resolution

Number 19-1162

Adopted Date September 03, 2019

AMEND SECTION 5.03: WORKERS' COMPENSATION AND 7.06: USE OF COUNTY VEHICLES; USE OF PERSONAL VEHICLES ON COUNTY BUSINESS WITHIN THE PERSONNEL POLICY MANUAL

WHEREAS, it is the desire of this Board to update and clarify wording in both policies and add language regarding: the buy up of sick time, health insurance while on lost time benefits and involuntary disability to Policy 5.03: Workers' Compensation; and

NOW THEREFORE BE IT RESOLVED, to amend section 5.03 Workers' Compensation and 7.06 Use of County Vehicles; Use of Personal Vehicles On County Business within the Personnel Policy Manual, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said amendments will become effective immediately.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Garage
Facilities Management
Water/Sewer
Commissioners
Telecommunications
Grants Admin.
Building & Zoning
Clerk of Courts
Treasurer
Auditor
Veterans
Coroner
Engineer
Tammy Whitaker
CSEA
OhioMeansJobs
Solid Waste
Emergency Services
County Court
Dog and Kennel
Children Services
Recorder
Information Technology
Economic Development
Human Services
OMB (file)
Soil & Water

POLICY 5.03: WORKERS' COMPENSATION

A. Ohio state law provides that every employee and authorized volunteer of Warren County is eligible for workers' compensation coverage for an injury arising out of, or in the course of his/her employment. Coverage may be provided either through the state fund or by an employer who has been granted the privilege of self-insurance by the Bureau of Workers' Compensation (BWC). Warren County, having been granted the privilege of self-insurance, agrees to abide by the BWC rules and regulations. In addition, the County agrees to provide accurate and timely payments of compensation and benefits subject to the provisions of those rules. In order for the County to provide management of this benefit, the following is required:

1. REPORTING AN INJURY

- a. Whenever an employee is injured during the course of his/her employment with the County, he/she shall personally or have his/her supervisor notify the Office of Management and Budget immediately. In addition, an Accident/Injury/Incident Report (see Form 10.31) must be completed by the employee and their supervisor at the earliest possible time. This should be done whether or not medical attention is required. The original report shall be forwarded to the Office of Management and Budget as soon as completed but not later than the day following the injury. ~~In situations where medical attention is required, a First Report of Injury (Form BWC FROI-1) must also be completed and submitted with Form 10.31.~~

2. RECEIVING MEDICAL TREATMENT

- a. Upon report of an injury in which medical treatment is needed, the employee will be provided an injury packet that includes the above reporting forms as well as a listing of area providers and facilities available to treat the injury; however, the employee may obtain initial treatment from a provider of their choice. To enable the provider to properly bill the County for treatment, please ~~advise them that Warren County is self-insured.~~ **provide the claim filing information that is included in the injury packet and available on the County Connection.**
- b. **In situations where medical attention is required, a First Report of Injury (Form BCW FROI-1) will be completed by the employee and/or the medical provider; the filing of Form FROI will initiate a workers' compensation claim. A subsequent claim allowance or denial will be made by Warren County.**
- c. It is the responsibility of the employee to notify their supervisor immediately upon receiving treatment, or as soon thereafter, regarding their work capabilities and/or restrictions as assigned by the treating provider. It is the supervisor's responsibility to review the work

capabilities and/or restrictions, and accommodate the employee with a written job modification during this restricted period; in addition, the supervisor shall immediately forward all documentation to the Office of Management and Budget.

- d. Employees may request accumulated sick leave for time away from the workday for medical appointments. When possible, the employee shall schedule medical appointments at times that cause the least disruption to the workday.

3. LOST TIME DUE TO WORK-RELATED INJURY

- a. For employees whose injuries require them to be absent from work, the employee may request accumulated **sick leave**, vacation leave or comp time pay while awaiting temporary total disability (TTD) payment for lost time due to an on-the-job injury by completing a Workers' Compensation Reimbursement Agreement (Form 10.5). By signing this agreement the employee agrees that Warren County will be reimbursed **the amount of TTD payable for the period of time used.** ~~for any and all payments advanced on his/her behalf when and if TTD benefit payments are made.~~ Any employee who does not complete and sign the agreement will not be advanced sick, vacation leave or comp time.
- b. **Employees that use sick, vacation or comp time used for an allowed on-the-job injury, while awaiting the payment of TTD benefits will, upon payment of lost time benefits (TTD), be credited hours back to employee's sick, vacation, or comp time accrual at an amount equal to the TTD benefit, provided the employee has signed the "Workers' Compensation Reimbursement Agreement".** ~~to said employee's vacation leave or comp time, provided the employee has signed the "Workers' Compensation Reimbursement Agreement". In the event accumulated sick time is voluntarily requested and utilized while awaiting TTD, sick time will not be reimbursed. An employee who voluntarily uses sick time cannot concurrently receive temporary total benefits (TTD).~~
- c. **An employee that uses sick time cannot concurrently receive temporary total benefits (TTD); however if an employee's average weekly salary calculated one year prior to the injury date is higher than the state assigned maximum TTD benefit, sick time hours may be used to buy up beyond the state assigned maximum to the average weekly salary prior to the injury.**

- d. For employees whose injuries/illness requires them to be absent from work and who are covered under a bargaining agreement that calls for payment of regular straight time wages in lieu of temporary total disability, Wage Continuation shall be paid for the period of absence but not to exceed the designated period called for in the bargaining agreement.
- e. An employee who will be absent for a work related injury/illness, shall immediately contact their supervisor or the Office of Management and Budget for all necessary information and forms.
- f. Appointing Authorities and/or Supervisors must maintain constant contact with the Office of Management and Budget and shall immediately notify the Office of Management and Budget concerning employees who are absent due to a workers' compensation injury/illness, if the employee continues to be off work due to an injury and the estimated date of return to work, and the date the employee actually returns to work.
- g. Employees who are injured on the job and must leave during the work period may apply for accumulated sick leave for the time remaining in the workday.
- h. Supervisors who receive any documents from the employee, his/her doctor, his/her hospital, or the State of Ohio concerning Workers' Compensation claims, shall send them immediately to the Office of Management and Budget.
- i. Family Medical Leave Act: Time off due to a Compensable Workers' Compensation injury shall be credited against the employee's twelve weeks of eligible leave under the Family Medical Leave Act beginning on the date the employee begins leave due to the injury/illness.

4. HEALTH INSURANCE WHILE ON LOST TIME BENEFITS

- a. **In the event an employee falls into a no-pay status due to a work related injury and where temporary total compensation is being received under the workers' compensation program while employed with Warren County, health insurance coverage shall remain in effect during the period compensated. While receiving temporary total compensation, should employment with Warren County end or disability separation occur, coverage shall end the last day of the month that the employment ends.**

5. INVOLUNTARY DISABILITY SEPARATION FOR WORK RELATED INJURIES

- a. For injuries occurring on or after September 3, 2019, involuntary disability separation from a work-related injury/illness may occur one year following the date of injury. Time spent on Wage Continuation or any other paid leave for a work related injury/illness is included in the one year calculation for disability separation. Time spent in Transitional Duty is counted as time away from injured worker's regular job and therefore counts towards the one year calculation for disability separation.**
- b. The following formula is used to calculate the year for disability separation and subsequent absences after an employee returns to full duty;**
 - 1. A return-to-work of 30 days or less will not be considered a return-to-work for purpose of calculating the year for disability separation.**
 - 2. A return-to-work from day 31 up through 180 days will extend the period of time to be calculated for the year of disability but will not start the year over.**
 - 3. A return-to-work of 181 days or more will be considered a successful return-to-work and the calendar year will begin again with the next absence.**
- c. In coordination with the Office of Management and Budget, it is the responsibility of the department to track and calculate the date of separation.**
- d. An employee may have reinstatement rights following a disability separation or disability retirement as set forth in OAC 123:1-30 and ORC 145.35.**

POLICY 7.06: USE OF COUNTY VEHICLES; USE OF PERSONAL VEHICLES ON COUNTY BUSINESS

A. DEFINITIONS

1. County Vehicle. As used in this regulation County vehicle means any vehicle which is owned, leased or otherwise hired by the County.
2. Driving as a necessary part of routine job duties. The phrase "driving as a necessary part of routine job duties" or phrases of similar import, as used in these regulations, refers to those employees whose job description, or whose essential functions require the operation of a motor vehicle in order to perform those functions.
3. Incident. An incident as used in these regulations refers to an event which results in any damage to a County vehicle or personal vehicle while performing County business, where the vehicle is not disabled.
4. Accident. An accident is defined for purposes of these regulations as an event in which disabling damage to a County vehicle or personal vehicle while performing County business occurs or where an injury is treated away from the scene. Disabling damage occurs when any vehicle involved is towed from the scene or receives damage which prohibits its use for a period of time. Whether or not disabling damage has occurred will be determined on a case by case basis by the Warren County Risk Management Committee.

B. GENERAL REGULATIONS

1. The driving of a County vehicle is a privilege and the driving of a private vehicle while on County business is an event of trust and impacts upon the risk management of the County. The County recognizes that it must take steps to decrease the risk of those employees who have poor driving histories driving on County business. Employees must continuously recognize that they are a constant and visible official representative of the County and that they should drive and conduct themselves so as to enhance the good reputation of the County.
2. When driving a vehicle on County business is not a necessary part of routine job duties, the Appointing Authority or the appropriate departmental official has the authority to reassign driving duties when he/she determines that such reassignment is in the best interest of the County.
3. County vehicles and personal vehicles being used while conducting County business are not to be used other than to transport individuals transacting County business. Passengers and third persons not on official County business are not permitted in County vehicles nor in personal vehicles being used in the course of County business without prior written authorization from the Appointing Authority or the appropriate departmental official.

4. Any person using or driving any automobile, motorcycle, or other conveyance owned, hired, or leased by the Board of Commissioners for the use of any county official or employee, for any purpose other than the transaction of the official business of the County or any ride sharing arrangements established in accordance with Ohio Revised Code Section 1551.25, is in violation of Ohio Revised Code Section 307.43. ~~and, upon conviction, shall be fined not less than \$25 nor more than \$100 for each such offense.~~

5. All applicable motor vehicle laws must be adhered to at all times. Seat belts are to be worn while either operating or riding as a passenger in the vehicle. Traffic fines and arrest for illegal or improper use or operation of vehicles are the sole responsibility of the employee. Failure of any employee to operate a County vehicle or personal vehicle while conducting County business in a safe and prudent manner or involvement of such employee in preventable motor vehicle accident for which he/she is at fault, may subject such employee to disciplinary action and up to termination.

6. The County is insured for liability resulting from bodily injury and/or property damage caused by a driver of a County-owned or County-leased vehicle. A privately-owned vehicle being operated on behalf of the County, Ohio law requires the owner of the vehicle, not the County, to assume "primary liability."

Without limitation of the rights of the County to deny defense and indemnification of County employees involved in motor vehicle accidents pursuant to Ohio Revised Code Chapter 2744, employees involved in motor vehicle accidents are required to pay any insurance deductibles for damages sustained to County vehicles if such accident occurred while the employee was not engaged in the performance of official job duties or other activity authorized by the employee's Appointing Authority.

7. Operation of a County vehicle or personal vehicle while conducting County business is strictly prohibited within four (4) hours after having consumed an alcoholic beverage or controlled substance, or anytime one's ability to safely operate may be adversely affected due to the use of alcoholic beverages or controlled substances. A physician's approval is required for an employee's use of prescribed medication prior to the use of a County vehicle or personal vehicle while conducting County business. Employees must inform their supervisor of the use of all prescription medications which may affect the employee's ability to operate a vehicle **as indicated by their physician**. If any employee is one for whom driving is a necessary part of routine job duties, such employee shall, at the request of his/her Appointing Authority or designee, be required to take sick leave if a physician's approval is not obtained.

8. Any employee or prospective employee whose Ohio driver's license has been suspended or revoked must immediately notify his/her Appointing Authority who will inform the Risk Manager in the Office of Management and Budget and provide

a copy of any court or administrative order of suspension or revocation. Failure to so report such suspension or revocation shall be considered an act of dishonesty and subject the employee to disciplinary action. Any employee whose driver's license has been suspended or revoked shall not be permitted to operate a County vehicle or personal vehicle while conducting County business for the period of such suspension or revocation without regard to whether or not occupational driving privileges have been granted.

9. Any employee involved in an incident or an accident, as defined in Section A, shall report such incident/accident immediately to his/her supervisor. A written report of the incident/accident shall be completed by the employee as soon as practicable, but in no event later than twenty-four (24) hours following the incident/accident, unless the employee is physically unable to do so. The employee shall submit the written report to his/her immediate supervisor. Failure to report a motor vehicle incident or accident as required herein may subject such employee to disciplinary action pursuant to this policy and Section 8 of this Manual.

Vehicle accident packets may be found in the glove box (or other appropriate location) of each County vehicle. These packets contain instructions and forms to be used in the event of an incident or accident.

10. Employees assigned or authorized to use County vehicles or using personal vehicles while conducting County business are subject to having their driving record periodically checked.
11. An employee's driving privileges on behalf of the County may be suspended, revoked, or the duties reassigned as provided in Section B(2) above anytime for reasons such as, but not limited to, a poor driving record revealed by a records check, non-insurability of the employee, or involvement in at-fault or preventable incidents or accidents while on County business.
12. The Risk Management Committee will review all incident and accident reports and make a determination as to whether the event was an at-fault or preventable incident or accident.
13. All employees should consult departmental policies which may be in addition to those contained herein, as well as those policies which pertain to those employees who are required to maintain a Commercial Driver's License as a requirement of their job duties.
14. The provisions of the County's Vehicle Fleet Safety Policy, which may be amended from time to time, are adopted and incorporated herein by reference.
15. Unless prior approval is received from Appointing Authority no County Employee residing outside of Warren County shall be permitted to drive a county vehicle home.

C. ADDITIONAL REGULATIONS PERTINENT TO THOSE EMPLOYEES FOR WHOM DRIVING IS A NECESSARY PART OF ROUTINE JOB DUTIES:

In addition to the requirements set out above, those employees for whom driving is an essential function or a "necessary part of routine job duties" are subject to the following rules and regulations.

1. It is the responsibility of each employee who is required or assigned to operate a County vehicle or personal vehicle while conducting County business to maintain a driving record that allows the employee to be fully covered by any liability or other insurance policy whether maintained by the County or personally. All employees hired or promoted/transferred after the 29th day of March 1994, and for whom driving is a necessary part of routine job duties, must maintain and will be required to offer proof of insurance, with minimum limits of liability of one of the following:
 - a. \$100,000 per person and \$300,000 per occurrence for bodily injury liability and minimum limits of \$50,000 for property damage liability; or
 - b. Combined single limit for bodily injury and property damage of \$300,000

All current employees for whom driving is a necessary part of routine job duties are strongly encouraged to maintain insurance with the aforesaid minimum limits of liability. Injury to County personnel while on County business is covered by Workers' Compensation. If the County is notified by an insurance carrier that the driving record of any such employee is not acceptable for full insurance and/or liability coverage, ~~such employee is not acceptable for full insurance and/or liability coverage,~~ such employee may be suspended without pay until his/her driving record is acceptable to the insurance carrier. Prolonged periods of un-insurability may result in the employees discharge.

2. Failure of an employee to obtain, renew, and/or maintain a current and valid Ohio driver's license with proper endorsements (e.g., CDL) will subject such employee to suspension without pay until such time as a current and valid Ohio driver's license has been obtained. Prolonged periods without a valid Ohio driver's license and/or proper endorsements may subject such employee to discharge.
3. In addition to the provisions of this policy, the Appointing Authority shall retain the right to implement disciplinary action for any events that create the non-insurability of the employee.
4. All employees subject to this Section are required to submit a written report to the Office of Management and Budget when the employee has accumulated more than five (5) points charged against the employee's driver's license as per Ohio Revised Code Section ~~4507.021~~ **4510.036** prior to operating a County or personal vehicle on County business. When an employee accumulates more than five (5) points, he/she

shall report each additional point as it is received to the Office of Management and Budget. Failure to report such accumulation shall be grounds for disciplinary action.

In the event the employee fails to notify the Office of Management and Budget of points assigned against the employee's license; upon discovery of new points assigned through the annual driving record check, points will be reviewed from a two year look back period from the most recently assigned points.

5. Employees subject to this Section who are involved in incidents or accidents as defined in Section A shall be assessed two (2) county-assigned points for each at-fault or preventable incident, and four (4) county-assigned points for each at-fault or preventable accident. Such points shall be effective for a period of two (2) years from the date of the incident and accident. Such points accumulated under this subsection will be added to those reported under Section C(4), above. In the event that the incident or accident is one in which points would be assessed by both the State and the County, the greater of the two shall be assessed, but not both.

Employees must report in writing any and all incidents and accidents to their immediate supervisor, who shall forward said written report to the Office of Management and Budget.

6. Any employee who accumulated more than five (5) points under Sections C(4) and C(5) of this policy will be required to complete a certified remedial driving course approved by the Employer at the employee's expense.

Any employee who accumulates more than seven (7) points will be required to complete a certified remedial driving course, approved by the Employer at the employee's expense, and may be suspended from driving on County business for up to thirty (30) days.

Any employee who accumulates more than nine (9) points will be required to complete a certified remedial driving course, approved by the Employer at the employee's expense, and will be suspended from driving on County business for up to ninety (90) days.

Any employee who accumulates more than eleven (11) points may be disciplined up to and including termination.

If any one of the offenses involved a conviction of use of alcohol or drugs, the employee's County driving privileges shall be suspended for one hundred eighty (180) days, unless the court imposes a greater suspension, in which case the court imposed suspension shall apply. ~~If any two (2) or more of the offenses involved a conviction of use of alcohol or drugs,~~ **If a second offense involves a conviction for use of alcohol or drugs occurs within a five (5) year period of the first offense, the employee is subject to discipline including up to termination, at a minimum the employee's driving privileges shall be suspended for up to one (1) year, unless**

the court imposes a greater suspension, in which case the court imposed suspension shall apply, and the employee shall complete a drug/alcohol rehabilitation program.

An employee that test positive for alcohol or illegal drugs while operating a County vehicle or personal vehicle on County business, without regard to whether an infraction/citation occurs, is subject to termination on first offense.

7. Should an employee subject to this Section have his/her Ohio driver's license suspended or revoked by any court or administrative agency, he/she may be suspended without pay until such suspension or revocation is rescinded. Prolonged periods of driver's license suspension or revocation may result in the employee's discharge.

D. IMPLEMENTATION:

For current employees the reporting requirements under Section C(4) and the accumulation of points under Section C(5) will begin thirty (30) days after the adoption of this policy. The reporting requirements in Section C(4) shall apply to applicants for employment. Any applicant who has accumulated more than five (5) points are not to be hired for positions in which driving on behalf of the County is a necessary part of routine job duties.

Revised: 8/2019

Resolution

Number 19-1163

Adopted Date September 03, 2019

RESOLUTION IN SUPPORT OF THE OHIO HISTORY CONNECTION'S GRANT SUBMISSION TO THE OHIO PUBLIC WORKS COMMISSION'S CLEAN OHIO FUND GREENSPACE CONSERVATION PROGRAM FOR THE EXPANSION OF THE FT. ANCIENT STATE MEMORIAL PARK

WHEREAS, the Ohio History Connection is applying for grant funds from the Ohio Public Works Commission to purchase approximately 56 acres of land, currently part of the Kings Domain Property, as an expansion of the Fort Ancient Earthworks and Nature Preserve; and

WHEREAS, the anticipated grant request will be approximately \$500,000 with the 25% required local match coming from the value of conserved timber and the discounted value of the land as verbally agreed to by the current owner; and

WHEREAS, the Ohio History Connection is also working with the Ohio Department of Natural Resources to assess the essential nature of the Kings Domain Property in protecting the Little Miami River's freshwater ecosystem; and

WHEREAS, the Warren County Board of County Commissioners desires to support the proposed project; and

NOW THEREFORE BE IT RESOLVED, to support the Ohio History Connection's Ohio Public Works Commission Clean Ohio Fund Greenspace Conservation program grant application for the purchase of approximately 56 acres to expand Fort Ancient Earthworks and Nature Preserve.

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

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

Resolution adopted this 3rd day of September 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Jennifer Aultman, World Heritage Director
Martin Russell