

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

# Resolution

Number 20-1533

Adopted Date November 03, 2020

APPROVE PROMOTION OF JAMES M. BLAIR TO THE POSITION OF SEWER COLLECTIONS WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Blair has successfully met the performance requirements for backhoe operations and is eligible to be promoted to a Sewer Collections Worker III classification; and

WHEREAS, it is the desire of the Board to promote James M. Blair to said position in accordance with the Sanitary Engineer's staffing plan; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of James M. Blair to the position of Sewer Collections Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$21.74 per hour, effective pay period beginning October 10, 2020.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1534

Adopted Date November 03, 2020

HIRE KATHY LUNDY AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY  
DEPARTMENT OF FACILITIES MANAGEMENT


BE IT RESOLVED, to hire Kathy Lundy as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$11.78 per hour, effective November 23, 2020 subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

H/R

cc: Facilities Management (file)  
K. Lundy's Personnel file  
OMB-Sue Spencer

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

# Resolution

Number 20-1535

Adopted Date November 03, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR KAYLA NEW WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Kayla New, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective October 14, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Kayla New's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.04 per hour effective pay period beginning October 24, 2020; and

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

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

# Resolution

Number 20-1536

Adopted Date November 03, 2020

AUTHORIZE THE POSTING OF THE "MAINTENANCE FOREMAN" POSITION WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A).

WHEREAS, there exists an opening for the "Maintenance Foreman" position within the Water and Sewer Department; and

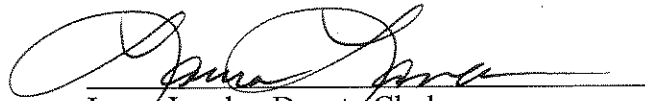
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Maintenance Foreman" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning October 30, 2020.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Water/Sewer (file)  
OMB  
T. Reier

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

# Resolution

Number 20-1537

Adopted Date November 03, 2020

AUTHORIZE THE POSTING OF THE "ADMINISTRATIVE ASSISTANT" POSITION, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Administrative Assistant" position within the Water and Sewer Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Administrative Assistant" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning October 30, 2020.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

# Resolution

Number 20-1538

Adopted Date November 03, 2020

APPROVE PERSONAL DAY OFF WITH PAY "DAVE'S DAY FOR LIFE" POLICY FOR THE 2021 ANNUAL BLOOD DRAW SCREENING PROGRAM FOR COUNTY EMPLOYEES

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

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2021 Annual Blood Screening Program; and

WHEREAS; the Board and other Elected Officials/Agencies will authorize a "Dave's Day for Your Life" personal day off with pay for each employee that participates in the 2021 Annual Blood Screening Program; and

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

NOW THEREFORE BE IT RESOLVED, to approve the policy for participation in the 2021 "Dave's Day for Your Life" as attached hereto.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

HR/

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

## 2021 "DAVE'S DAY FOR YOUR LIFE"

\_\_\_\_\_ has participated in Warren County's  
Employee Name

Annual Blood Screening on \_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

### Qualifications:

An eligible employee participating in Warren County's "Dave's Day For Your Life" 2021 Annual Blood Screening Program will receive a personal day off with pay. The hours will be based on the employee's normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

If an employee covered under the health plan or eligible for coverage under the health plan, is not able to participate on a scheduled on-site screening day, the employee can request a voucher for screening to be completed at area lab on another date or time but no later than May 31, 2021. Documentation verifying that the blood screen was completed must be provided to the Benefits/Risk Manager. The Benefits/Risk Manager will issue the "Dave's Day For Your Life" verification form to the employee.

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

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

### Usage:

The employee must use the personal day off with pay no later than December 31, 2021. There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2021. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

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

### Process:

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

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

Saved As: Dave's Day for Life Policy 2021

# Resolution

Number 20-1539

Adopted Date November 03, 2020

APPROVE PERSONAL DAY OFF WITH PAY POLICY FOR THE 2021 "DAY FOR WELLNESS" **POINTS** PROGRAM

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

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2021 **POINTS** Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Day for Wellness" personal day off with pay for each employee that participates in the 2021 **POINTS** Program; and

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


NOW THEREFORE BE IT RESOLVED, to approve a personal day off with pay policy for employees that participate in the 2021 **POINTS** Program.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

HR/

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



## **2021 “DAY FOR WELLNESS” POLICY**

### **Qualifications:**

Eligibility: Part-time and Full-time Permanent Employees

Eligible employees participating in Warren County’s “2021 POINTS Program” and achieving a point total of 250 points will receive a personal day off with pay.

Time Period: The 2021 POINTS Program will begin January 1, 2021. An employee must earn a total of 250 points throughout the year; January 1, 2021 through December 31, 2021.

Receipt of “Day for Wellness”: POINTS Check Sheets and Certification of Information along with any required supporting documentation must be turned in to OMB Benefits no later than February 28, 2022. Submitted information will be verified and OMB Benefits will issue the “Day for Wellness” verification to the employee. Your submission will be kept confidential.

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

### **Usage:**

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

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

### **Process:**

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

Saved as: I/HR 2021 Day for Wellness Policy

# Resolution

Number 20-1540

Adopted Date November 03, 2020

INCREASE MONTHLY CHARGEBACK RATE PERTAINING TO THE BASE AND BUY-UP MEDICAL PLAN EFFECTIVE JANUARY 1, 2021

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

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

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

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

Monthly Department Rates	"Base" Plan		"Buy-Up" Plan	
	Month	x 2 Month Per Pay	Month	Per Pay
Single Med/Rx	460.66	230.33	425.12	212.56
Single Dental N/C	29.64	14.82	29.64	14.82
Single Vision N/C	6.66	3.33	6.66	3.33
Life N/C	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
<b>TOTAL</b>	<b>\$507.46</b>	<b>\$253.73</b>	<b>\$471.92</b>	<b>\$235.96</b>
Family Med/Rx	1220.96	610.48	1126.80	563.40
Family Dental N/C	74.10	37.05	74.10	37.05
Family Vision N/C	17.66	8.83	17.66	8.83
Life N/C	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
<b>TOTAL</b>	<b>\$1,323.22</b>	<b>\$661.61</b>	<b>\$1229.06</b>	<b>\$614.53</b>
Couple Med/Rx	610.48	305.24	563.40	281.70
Couple Dental N/C	37.05	18.53	37.05	18.53
Couple Vision N/C	8.83	4.42	8.83	4.42
Life N/C	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
<b>TOTAL</b>	<b>\$666.86</b>	<b>\$333.43</b>	<b>\$619.78</b>	<b>\$309.90</b>
<b>Employee Contribution</b>			<b>Month</b>	<b>Per Pay x24</b>
Single "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$75.02	\$37.51
Family "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$198.86	\$99.43
Couple "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$99.44	\$49.72

<b>2021 Monthly COBRA Rates</b>	<b>“Base”</b>	<b>“Buy-Up”</b>
Single Med/Rx	469.87	510.14
Single Dental	30.24	30.24
Single Vision	<u>6.80</u>	<u>6.80</u>
	\$506.91	\$547.18
Family Med/Rx	1245.38	1352.17
Family Dental	75.59	75.59
Family Vision	<u>18.02</u>	<u>18.02</u>
	\$1,338.99	\$1,445.78

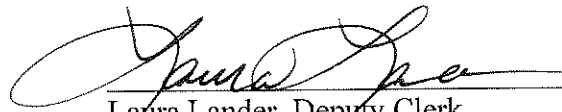
NOW THEREFORE BE IT RESOLVED, to approve the department transfer rates, employee premium contributions, employer HSA/HRA contributions and frequency schedule as specified above effective January 1, 2021.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

HR/

cc: Horan Associates  
Benefits file  
OMB File  
Tammy Whitaker, OMB  
Elected Officials

# Resolution

Number 20-1541

Adopted Date November 03, 2020

AMEND THE DEDUCTIBLE PROVISION OF THE WARREN COUNTY EMPLOYEE HEALTHCARE PLAN EFFECTIVE JANUARY 1, 2021

WHEREAS, from time to time revisions are needed to the Warren County Healthcare Plan in order for the "Plans" to remain compliant and also in order to efficiently fund the self-insured "Plans" offered by the Board of County Commissioners; and

WHEREAS, a deductible increase to the medical/prescription "Plans" is called for in 2021, and will be as follows:

Buy-Up Single from \$1500 to \$1750  
Base Single from \$2800 to \$3000

Buy-Up Family from \$3000 to \$3500  
Base Family from \$5600 to \$6000

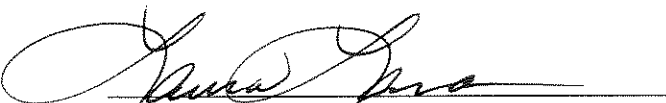
NOW THEREFORE BE IT RESOLVED, to authorize amendment to the deductible of the medical/prescription provision of the "Plans" effective January 1, 2021.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Horan Assoc.  
United Healthca5re  
Optum Rx  
Benefits file  
Tammy Whitaker – OMB

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

# Resolution

Number 20-1542

Adopted Date November 03, 2020

APPROVE RENEWAL OF CONSULTING AGREEMENT WITH HORAN ASSOCIATES FOR PERIOD JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

WHEREAS, it is the desire of the Board of County Commissioners to continue utilization of Horan Associates for consulting services relative to the healthcare plan; and


NOW THEREFORE BE IT RESOLVED, to approve the renewal of Consulting Agreement with Horan Associates for the period January 1, 2021 through December 31, 2021 as attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

HR/

cc: c/a – Horan Associates  
Horan Associates  
T Whitaker, OMB  
Benefits File


**Warren County / HORAN  
Consulting Agreement Intent to Renew**

The original agreement between Warren County and HORAN commenced on January 1, 2012 for a 5 year period with the option to renew each year. Warren County conducted a full broker bid in 2015 and most recently again in 2020. HORAN was awarded the market bid effective January 1, 2020. Warren County and HORAN have agreed to continue the consulting agreement for the timeframe of January 1, 2021 through December 31, 2021. All fees and services from last year will remain unchanged.


Fees / Commissions:

- Fee of \$6.50 per enrolled employee per month for medical (inclusive of data warehouse fee of \$.75)
- Fee of \$1.50 per enrolled employee per month for dental
- Standard commissions for ancillary


HORAN ASSOCIATES INC.

Signed:   
Date: 10-19-2020  
Name (print): VALERIE BOGDAN-POWERS  
Title: PRESIDENT

WARREN COUNTY BOARD OF COUNTY  
COMMISSIONERS

Signed:   
Date: 11/03/2020  
Name (print): David B. Young  
Title: President

**APPROVED AS TO FORM**

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

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF HAMILTON

I, VALERIE BOGDAN-PAWEL holding the title and position of PRESIDENT at the firm HORAN ASSOCIATES, 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.

Valerie Bogdan-Pawel  
AFFIANT

Subscribed and sworn to before me this 19th day of October 2020

Carolyn A Mefford  
(Notary Public),

Hamilton County.

My commission expires June 4 2023



Carolyn A Mefford  
Notary Public  
State of Ohio  
My Commission Expires  
June 04, 2023

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

# Resolution

Number 20-1543

Adopted Date November 03, 2020

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATIONS FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Love Tattoo Foundation is holding an event at the Warren County Fairgrounds on December 12, 2020, in order to raise funds for various programs benefitting veterans; and

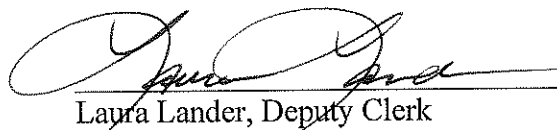
NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign an F-2 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Love Tattoo Foundation for the purpose of obtaining a liquor license during the event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/tao

cc: Warren County Agricultural Society (file)  
Donna Lynch  
C/A—Ohio Department of Commerce, Division of Liquor Control



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

# Resolution

Number 20-1544

Adopted Date November 03, 2020

## TRANSFER VEHICLE TITLE TO THE WARREN COUNTY PARK BOARD

WHEREAS, the Warren County Board of Commissioners is in possession of a truck that is no longer needed by the Warren County Dog Warden or County Garage; and

WHEREAS, the Warren County Park Board has expressed interest in obtaining said vehicle; and

NOW THEREFORE BE IT RESOLVED, to transfer title of the following vehicle from the Warren County Commissioners to the Warren County Park Board as follows:

2011 FORD F150

VIN #1FTFX1EF8BFC06952

BE IT FURTHER RESOLVED, that at such time the Park Board no longer needs the truck, said truck shall be returned to Warren County for disposal.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/tao

cc: Title Transfer file  
Park Board (file)  
Garage (file)  
Brenda Quillen – Auditor's Office  
T. Osborne

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

# Resolution

Number 20-1545

Adopted Date November 03, 2020

**ADVERTISE FOR PUBLIC HEARING #1 FOR FISCAL YEAR 2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

BE IT RESOLVED, to advertise for Public Hearing #1, the first of two public hearings to review the Fiscal Year 2021 Community Development Block Grant (CDBG) Program, to be held Tuesday, November 24, 2020, at 6:00 p.m., in the County Commissioners' Meeting Room and virtually; and

BE IT FURTHER RESOLVED, to direct the Clerk to publish notice of said hearing in Journal Pulse newspaper, in accordance with CDBG guidelines.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/sm

cc: OGA (file)

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

# Resolution

Number 20-1546

Adopted Date November 03, 2020

ADVERTISE FOR BIDS FOR THE LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD  
ROUNDAABOUT PROJECT

BE IT RESOLVED, to advertise for bids for the Lytle Five Points Road and Bunnell Hill Road  
Roundabout Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general  
circulation and for two consecutive weeks on the County Internet Website, beginning the week of  
November 15, 2020; bid opening to be December 8, 2020 @ 9:15 a.m.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

KH\

cc: Engineer (file)  
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1547

Adopted Date November 03, 2020

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THRIVE BEHAVIORAL HEALTH CENTER (PROVIDER) ON BEHALF OF THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES (AGENCY)

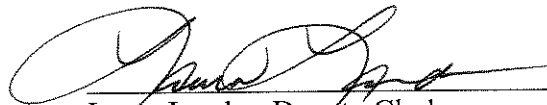
BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Thrive Behavioral Health Center on behalf of the Department of Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

jc/

cc: c/a – Thrive Behavioral Health Center  
Children Services (file)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WARREN COUNTY CHILDREN SERVICES  
AND  
THRIVE BEHAVIORAL HEALTH CENTER**

This Memorandum of Understanding (“MOU”) is entered into by and between Warren County Children Services (hereinafter “Agency”), 416 S. East Street Lebanon, OH 45036 and Thrive Behavioral Health Center (“Provider”), 29201 Aurora Road, Suite 400, Solon, OH 44139 (collectively referred to herein as the “Parties”).

WHEREAS, the Ohio Attorney General created a pilot program to serve families harmed by parental opioid abuse in southern Ohio, known as the Ohio Sobriety, Treatment, and Reducing Trauma (“Ohio START”) program; and

WHEREAS, the purpose of the Ohio START program is to address childhood trauma caused by parental drug abuse and adult trauma that may have led to drug dependency; and

WHEREAS, the Parties will work collaboratively as Family Teams, which includes a Family Peer Mentor being provided to the Agency by the Provider as mutually agreed upon, to provide coordinated wrap-around services to achieve the purpose of the Ohio START program; and

NOW, THEREFORE, the Parties, in consideration of the mutual promises, agreements and covenants herein contained, agree as follows:

**I. COMPENSATION**

A. Agency shall pay Provider no more than *\$ 60.87 per hour* which includes applicable administrative fees for the Work performed based on 40 hours per week; any time over this must be pre approved by the Agency. This shall not include any Medicaid billable time. The Family Peer Mentor subject to this agreement shall be reimbursed at a rate of \$17.50 per hour, plus health insurance and a retirement plan such as a 401K account. Total compensation for each State Fiscal Year cannot exceed the amount approved for relevant expenses in the yearly contract between the Agency and the Public Children Services Association of Ohio for implementation of the Ohio Start Program in Warren County.

B. The total amount due shall be computed according to the following cost schedule:

Cost Schedule No later than the 5th of each month following the report month, Family Peer Mentor shall provide monthly invoice approved by the Provider Designee. (Monthly total non-Medicaid billable hours x 60.87 per hour).

C. Family Peer Mentor shall be reimbursed for mileage traveled at the rate approved by the Ohio START Program which shall not exceed the current maximum state reimbursement rate.

D. The Agency will provide a cell phone and computer for each Family Peer Mentor assigned to work with Ohio START families in Warren County.

E. After Provider receives a purchase order, Provider shall submit an invoice for the Work performed consistent with Article I and Article III, Compensation and applicable Invoice form (Attachment 5). Each invoice shall contain an itemization of the Work performed, including dates the Work was performed, and total hours worked. All in shall contain the Provider's name and address. After receipt and approval by the Agency of a proper invoice, as determined by Agency, payment to the Provider will be made within 45 days. Unless otherwise directed by Agency, invoices should be directed to Agency Business Manager, Jennifer Carman, 416 S. East Street Lebanon, OH 45036, [Jennifer.carman@jfs.ohio.gov](mailto:Jennifer.carman@jfs.ohio.gov).

## II. RESPONSIBILITIES OF THE PARTIES RELATING TO CONFIDENTIALITY

For the purpose of performing the Parties' responsibilities under the Ohio START program as set forth in attachment 1 Scope of Work, the Parties may have access to Confidential Information and/or Protected Health Information. This MOU establishes a process between the Parties to properly and confidentially transmit and share Confidential Information and Protected Health Information between themselves and to set forth the terms and conditions governing the information-sharing process. The Confidential Information and Protected Health Information will be transferred via an agreed upon method of transmission.

A. Agency agrees to do the following:

1. Transfer Confidential Information to Provider in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
2. Consult with the Provider to ensure the Confidential Information is stored securely.
3. Use appropriate safeguards in storing Protected Health Information received from the Provider. While Agency is not a Business Associate of Provider pursuant to the Health Information Portability and Accountability Act ("HIPAA"), Agency should undertake efforts to store information in compliance with Subpart C of 45 CFR Part 164, which includes:
  - a. Ensuring confidentiality, integrity, and availability of Protected Health Information stored both in physical and electronic form;
  - b. Protect against any reasonably anticipated threats to the security of the Protected Health Information;
  - c. Protect against any impermissible disclosures of the Protected Health Information;
  - d. Limit access to Protected Health Information to authorized employees of Agency and ensure that Protected Health Information is utilized only according to the Purpose and executed release;
  - e. Track who has accessed Protected Health Information;
  - f. Report to Provider any use or disclosure of Protected Health Information not permitted in the Purpose or executed release;
  - g. Protect Protected Health Information from improper alteration or destruction; and
  - h. Ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Agency agree to the same restrictions, conditions, and requirements.
4. Only use the Protected Health Information for the Purpose and for no other reason.

5. Immediately notify the Provider of any known or suspected unauthorized disclosure of the Protected Health Information.
  6. Immediately notify the Provider of any requests for the Protected Health Information and refer the requestor of the Protected Health Information to the Provider.
  7. During performance of this Agreement and for a period of six (6) years after its completion, Provider shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to Agency as Agency may reasonably require.
  8. Obtain an executed release, in the form attached hereto as Exhibit A, from the clients who are eligible and selected to participate in the Ohio START program and store the executed releases in a secure manner. Treatment records for initial substance abuse assessments and treatment plans will be forwarded to the provider.
  9. Actively participate in the Ohio START program evaluation performed by The Ohio State University College of Social Work and the Ohio University Voinovich School of Leadership and Public Affairs.
- B. The Agency point of contact shall be Shawna Barger, Deputy Director, #513-695-1699, [Shawna.barger@jfs.ohio.gov](mailto:Shawna.barger@jfs.ohio.gov).
- C. The Provider agrees to do the following:
1. Transfer Protected Health Information to Agency in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
  2. Consult with Agency to ensure the Protected Health Information is stored securely.
  3. Use appropriate safeguards in storing Confidential Information received from Agency. Provider must ensure the access and protection of the Confidential Information is in compliance with all state and federal laws that govern the protection of child welfare data, including, but not limited to those set forth in Exhibit B attached hereto and updated as of March 2017, as may be amended or supplemented from time to time.
  4. Only use the Confidential Information for the Purpose and for no other reason.
  5. Protect the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care.
  6. Restrict access to the Confidential Information to its personnel engaged in a use permitted by this MOU, provided that such personnel are bound by obligations of confidentiality similar to the terms of this MOU.
  7. Immediately notify the Agency of any known or suspected unauthorized disclosure of the Confidential Information.
  8. Return and/or destroy any Confidential Information transferred to Provider by Agency upon the termination or expiration of this MOU.

9. Immediately notify the Agency of any requests for the Confidential Information and refer the requestor of the Confidential Information to the Agency.
  10. Provider shall notify the agency of any personnel issues regarding the Family Peer Mentor or other Provider staff that could negatively impact the Agency or the provision of services to families involved in the Ohio START Program.
- D. The Provider point of contact shall be Brian Baileys or designee, CEO, 513-286-3793, [bbailys@thrivepeersupport.com](mailto:bbailys@thrivepeersupport.com).

#### **IV. OWNERSHIP OF CONFIDENTIAL INFORMATION AND LIABILITY**

- A. The Parties agree that the Confidential Information provided under this MOU is and will remain the property of the Agency.
- B. The Parties agree that the Protected Health Information provided under this MOU is and will remain property of the Provider.
- C. The Parties agree that the confidentiality obligations set forth in this MOU survive the termination or expiration of the MOU.
- D. Provider understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Confidential Information.
- E. Agency understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Protected Health Information.

#### **V. TIME OF PERFORMANCE**

- A. This MOU is effective as of the last date signed below and shall be effective for a period of one year. Thereafter, this MOU shall automatically renew for successive years unless terminated as set forth herein.
- B. Upon the expiration of this MOU, all transferring of information provided for herein will cease, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the expiration of this MOU and continue in full force and effect.

#### **VI. GOVERNING LAW**

This MOU is made pursuant to and shall be construed and interpreted in accordance with the laws of the state of Ohio.

#### **VII. SUSPENSION AND TERMINATION**

- A. This MOU may be terminated by either party, without cause, by providing thirty (30) days written notice to the other Party.



- B. If this MOU is breached, the non-breaching party may suspend or terminate this MOU immediately upon written notice to the breaching party. If the breach is of a nature that can be cured, the non-breaching party may provide the breaching party with written notice of the breach and provide ten (10) days for the breaching party to cure its nonperformance or violation.
- C. Upon termination of this MOU, for any reason, all transferring of information provided for herein will cease as of the effective date of the termination, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the termination of this MOU and continue in full force and effect.
- D. The MOU may be terminated upon notification to the Agency that monies from the State of Ohio are no longer available for the Ohio Start Program.

**VIII. ASSIGNMENT AND WAIVER**

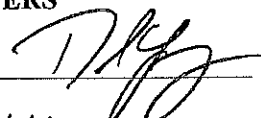
- A. Neither party may assign its rights or delegate its duties or obligations under this MOU without prior written consent of the other party.
- B. A waiver of any provision of this MOU is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this MOU will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

**IX. ENTIRE AGREEMENT/MODIFICATION**

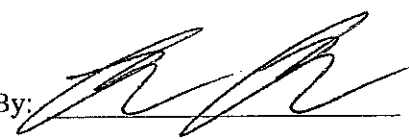
This MOU constitutes the entire agreement between the Parties, and any changes or modifications to this MOU shall be made and agreed to by the Parties in writing. Any prior agreements, promises, or representations not expressly set forth in this MOU shall have no force or effect.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year last written below.

**WARREN COUNTY BOARD OF COMMISSIONERS**

By:   
 Name: David G. Young  
 Title: President  
 Date: 11/03/2020

**THRIVE BEHAVIORAL HEALTH CENTER**

By:   
 Name: Brian Bailys  
 Title: CEO  
 Date: 10/8/20

**APPROVED AS TO FORM**


  
 Kathryn M. Horvath  
 Asst. Prosecuting Attorney

EXHIBIT A  
Ohio START Program Release Form



Ohio START Authorization to Release Confidential Information

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Child(ren)'s Names and Date(s) of Birth: \_\_\_\_\_

I \_\_\_\_\_ hereby authorize \_\_\_\_\_

(name of client)

(name of treatment provider)

to disclose the following information (please initial next to all that apply):

- \_\_\_\_\_ (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- \_\_\_\_\_ (2) Information regarding my status/my child(ren)'s status as a patient in alcohol and/or drug treatment
- \_\_\_\_\_ (3) Parenting evaluations
- \_\_\_\_\_ (4) Treatment and subsequent evaluations of my service needs by the Ohio START program
- \_\_\_\_\_ (5) Initial and subsequent evaluations of my service needs by the Ohio START program
- \_\_\_\_\_ (6) Any and all information related to any alcohol and drug treatment program(s) that have provided me services
- \_\_\_\_\_ (7) Drug screen results
- \_\_\_\_\_ (8) Summaries of alcohol, drug and/or mental health screening and assessment results and history
- \_\_\_\_\_ (9) Summaries of alcohol, drug and/or mental health treatment/service plan(s), progress and compliance
- \_\_\_\_\_ (10) Date of discharge from alcohol, drug, and/or mental health treatment/services and discharge status
- \_\_\_\_\_ (11) Home Study Records
- \_\_\_\_\_ (12) Other: \_\_\_\_\_

I authorize the disclosure of the above information to the following people (please initial next to all that apply):

- \_\_\_\_\_ (1) The Ohio START Case Team (including but not limited to):
  - a. PCSA assigned caseworker, 416 S. East Street Lebanon, OH 45036
  - b. PCSA supervisor, 416 S. East Street Lebanon, OH 45036
  - c. Juvenile court official, 900 Memorial Drive Lebanon, OH 45036
  - d. Family Peer Mentor, Thrive Behavioral Health Center, placed at 416 S. East Street Lebanon, OH 45036
  - e. Family Peer Mentor Supervisor, Thrive Behavioral Health Center, 29201 Aurora Road, Suite 400, Solon, OH 44139
  - f. Treatment Provider of Choice: \_\_\_\_\_
  - g. Guardian Ad Litem or Court Appointed Special Advocate, Warren County Juvenile Court, 900 Memorial Drive Lebanon, OH 45036

----- (2) Other -----

I further authorize Warren County Children Services to disclose the following information (please initial next to all that apply):

- (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- (2) Parenting evaluations
- (3) Treatment and subsequent evaluations of my service needs by the Ohio START program
- (4) Initial and subsequent evaluations of my service needs by the Ohio START program
- (5) Drug screen results
- (6) Home Study Records
- (7) Other: -----

(Continued on back side)

I authorize the disclosure of the above information to the following people (please initial next all that apply):

- (1) The Ohio START Case Team (including but not limited to):
  - h. PCSA assigned caseworker, 416 S. East Street Lebanon, OH 45036
  - i. PCSA supervisor, 416 S. East Street Lebanon, OH 45036
  - j. Juvenile court official, 900 Memorial Drive Lebanon, OH 45036
  - k. Family Peer Mentor, Thrive Behavioral Health Center, placed at 416 S. East Street Lebanon, OH 45036
  - l. Family Peer Mentor Supervisor, Thrive Behavioral Health Center, 29201 Aurora Road, Suite 400, Solon, OH 44139
  - m. Treatment Provider of Choice: -----
  - n. Guardian Ad Litem or Court Appointed Special Advocate, Warren County Juvenile Court, 900 Memorial Drive Lebanon, OH 45036
- (2) Other -----

The above listed members of the Ohio START program will use this authorization for disclosure and re-disclosure to administer wrap-around services and intensive case management related to the Ohio START pilot program and to facilitate a cooperative approach through the exchange of disclosed information among the members of the Ohio START program.

This authorization will expire (please select one):

- 365 days after it is signed
- Less than 365 days (please give a specific date or event)

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I understand that I may revoke this consent at any time with written notice or other practice in accordance with Provider's Notice of Privacy Practices, except to the extent that the Ohio START Program acted in reliance on it. 45 CFR 164.508(b)(5)(i).

I understand that the members of Ohio START program may not condition treatment, payment, enrollment, or benefits eligibility on an individual granting an authorization, except in limited circumstances. 45 CFR 164.508(4). I understand that information disclosed pursuant to this authorization may be subject to re-disclosure by the recipient(s) to carry out their official duties. 42 CFR 2.35(d).

I understand that pursuant to federal regulations governing the confidentiality of alcohol and drug abuse patient records, 42 CFR, Part 2, and the Health Insurance Portability and Accountability Act, Public Law 104-191, information regarding individually identifiable

health information and that of my child(ren), including any alcohol and/or drug treatment records and/or any other information relating to past, present, or future physical or mental health condition, is confidential and cannot be disclosed without my written consent unless otherwise provided for in the regulations. This authorization is not sufficient for the purpose of the release of HIV test results or diagnoses.

My signature below indicates that I have received a signed copy of this authorization. 45 CFR 164.508(c)(4).

----- Date	----- Signature of Client or other Responsible Party	----- Relationship
----- Date	----- Witness Signature	----- Witness Print Name

**EXHIBIT B**

**Current Laws and Regulations Governing the Protection and Access of Child Welfare Data**

**Federal Laws and Regulations:**

**42 USC §671(a)(8):** Requires that all state plans involving foster care and adoption assistance provide safeguards which restrict the use or disclosure of information concerning the programs under Title IV-B.

**42 USC §671(a)(20)(B)(iii):** Requires that all state plans have in place safeguards to prevent the unauthorized disclosure of information in any child abuse and neglect registry maintained by the State, and to prevent any such information obtained pursuant to this subparagraph from being used for a purpose other than conducting background checks in foster or adoptive placement cases.

**42 USC §674:** Describes federal payments to states for foster care and adoption assistance, and permits/requires imposition of sanctions against states for violations of 42 USC 670, et seq.

**42 USC §5106a(b)(2)(A)(viii):** Federal grants for child protective services require a state plan to be coordinated with a state plan under Title IV-B of the Social Security Act, including an assurance (among other assurances) that the state has developed methods to preserve the confidentiality of all records in order to protect the rights of the child and of the child's parents or guardians. The methods to preserve the confidentiality can include that reports and records made and maintained pursuant to the purposes of this Act only be made available to individuals who are the subject of the report; federal, state, or local government entities, or any agency of such entities having a need for such information in order to carry out its responsibilities under law to protect children from abuse and neglect; child abuse citizen review panels; a grand jury or court upon a finding that information in the record is necessary for the determination of an issue before the court or grant jury; and other entities or classes of individuals statutorily authorized by the state to receive such information pursuant to a legitimate state purpose.

**42 USC §5106a(b)(2)(A)(x):** The state plan required by 42 USC 5106(b)(2)(A) also must include provisions which allow for public disclosure of the findings or information about the case of child abuse or neglect which has resulted in a child fatality or near fatality.

**42 USC §5106a(c)(4)(B)(i):** Members and staff of a state-established citizen review panel related to child abuse and neglect, child fatalities or foster care shall not disclose to any person or government official any identifying information about any child protective case with respect to which the panel is provided information and shall not make public other information unless authorized by state statute.

**42 USC §5106a(c)(5)(A):** Requires that each state that establishes a citizen review panel provide the panel access to information on cases that the panel desires to review if such information is necessary for the panel to carry out its functions.

**42 USC §5106a(c)(6):** Requires that each citizen review panel prepare and make available to the public, on an annual basis, a report containing a summary of the activities of the panel.

**45 CFR §205.50:** The restrictions set out in this regulation were the same ones that restricted the release of Aid for Dependent Children applicant, recipient and former recipient information. This regulation requires that the State plan for financial assistance under Title IV-A restrict the use and disclosure of information concerning applicants and recipients, to purposes directly connected with: (1) the administration of the plan or program; (2) investigations, prosecutions, or criminal or civil proceedings conducted in connection with the administration of any such plans or programs; (3) the administration of any other federal or federally assisted program which provides assistance, in cash or in kind, or services, directly to individuals on the basis of need; (4) information to the Employment Security Agency as required by law; (5) audits conducted in connection with the administration of any such plan or program, by a government entity authorized by law to conduct such audits; (6) administration of a state unemployment compensation program; and (7) reporting to the appropriate agency or official information on known or suspected child abuse, or negligent treatment or maltreatment of a child receiving aid under circumstances which indicate that the child's health or welfare is threatened. The regulation also requires states to impose sanctions for unauthorized use or disclosure.

Information to be safeguarded includes at least: (1) names and addresses of applicants and recipients; (2) information related to a person's economic and social conditions; (3) evaluation of information concerning a particular individual; and (4) medical data. Release or use of information concerning applicants or recipients is restricted to those persons who are subject to standards of confidentiality comparable to those of the agency administering the financial assistance program. Generally, notice and consent of an individual is required to release information to an outside source. Courts must also be informed of statutory provisions, rules, and policies against disclosure when a recipient or applicant information is subpoenaed. This provision also applies to IV-E information.

**45 CFR §1340.14(i):** This regulation requires that the State provide by statute that records concerning reports of child abuse and neglect be confidential and that their disclosure be a criminal offense (see RC §§ 2151.141, 2151.421 and §2151.99). This regulation specifies certain circumstances where release of the records would be acceptable but only if the state authorizes it through statute. This regulation permits Ohio to be more restrictive with abuse/neglect information than what is set out in the regulation itself.

**45 CFR §1355.21:** Requires that each state plan for Titles IV-E and IV-B of the Social Security Act provide for safeguards on the use and disclosure of information which meet the requirements contained in 42 USC 671(a)(8), as well as the provisions in 45 CFR §1355.30.

**45 CFR §1355.30(p)(3):** Requires that safeguarding of IV-E (adoption) and IV-B (child welfare) information adhere to restrictions set out in 45 CFR §205.50 (see below).

**45 CFR §1355.40:** Sets forth conditions for receipt of SACWIS funds, and requires states to collect and report foster care and adoption data to the HHS Administration for Children & Families (ACF).

#### **State Laws:**

OAC 5101:2-33-70 allows access to PCSAs, (K) Private child placing agencies (PCPAs) and private non-custodial agencies (PNAs), (L) IV-E Juvenile Courts, (M) Prosecutors representing PCSAs, (N) Wendy's Wonderful Kids recruiters and (O) PCSA interns.

(P) No direct access to SACWIS or any other state of Ohio database shall be requested by or on behalf of, nor approved for or granted to, any researcher conducting research under paragraph (Q) of rule 5101:2-33-21 of the Administrative Code.

## **ATTACHMENT 1 SCOPE OF WORK**

The Warren County Children Services caseworker will work jointly with the Family Peer Mentor to deliver intensive wrap-around services to a child and his or her family.

- I. Investigation / Eligibility to the Program**
  - a. Cases shall be screened by Warren County Children Services using accepted screening guidelines as provided by the state of Ohio.
  - b. Each case opened for investigation and identified as having drug involvement shall have the UNCOPE tool completed by an agency investigative caseworker during the subsequent safety check.
  - c. A referral shall be made for the Ohio START program within 14 days of the original intake following the completion of the UNCOPE tool.
  
- II. Program Initiation**
  - a. To initiate the referral to the program the Investigative Caseworker and/or Investigative Supervisor shall email the Ohio START Supervision Team within 1 business day of the UNCOPE being completed. Email shall include:
    - i. UNCOPE completed with adult.
    - ii. Summary of case investigation
    - iii. Drug screen results
    - iv. List of recommended services for the family

- b. Within two business days of the referral to the Ohio START program, the START caseworker and Family Peer Mentor will reach out to the family to explain the program and if the family is interested, the team will meet with them in their residence to sign the Ohio START Partnership Agreement as well as the Release of Information.
- c. Within four business days of the family signing on to the Ohio START program a Shared Decision Making Meeting (SDMM) will be held between the identified family and the Ohio-START team. This team shall include at a minimum the Family Peer Mentor assigned to the family, the assigned Ohio START Caseworker, the Ohio START supervisor, an agency facilitator and the family. The team may also include an identified support person for the family and a representative from the Mental Health/Recovery service provider agency.
  - i. The purpose of the first SDMM shall be to further explain the Ohio START program as well as each team member's role to the family. This meeting shall also be used to complete a safety or prevention plan for the safe care of the children, develop the case plan and to schedule the behavioral health assessments.
- d. The first family home visit completed by the assigned Case Worker after the SDMM will include completion of the ACE and CTAC Trauma Screenings.
- e. Referral for the parent(s) for further assessment should be made and assessment began within 4 days of the SDMM.

**III. Weekly Face-to-Face Home Visits**

- a. Families will receive intensive case management services with the case worker/family peer mentor dyad. The family will have weekly face-to-face visits from each for the first 60 days of the case.
- b. First home visit must be within one week of the initial shared decision-making meeting.
- c. For weekly face-to-face home visits, visits will occur by the caseworker and FPM; however, visitations of the dyad may differ by county (e.g. FPM and caseworker go on weekly visits together and FPM may go on additional visits alone or the caseworker and FPM conduct their required weekly visits separately but will go out together if needed). This may be decided at the county level and for each family. For purposes of fidelity to Ohio START:
  - i. Minimum of first visit must be caseworker and FPM together;
  - ii. It is recommended that the caseworker and FPM continue to visit together, as needed, to establish roles and relationships;
  - iii. Caseworker and FPM will both be expected to make weekly visits either together or separate;
  - iv. Caseworkers and FPM will work together in terms of scheduling visits and
  - v. Caseworkers and FPM use a team approach with the family, whether visits are made together or separately.
- d. After 60 days, the caseworker will have a minimum of twice per month (biweekly) face-to-face contact with parent(s).
- e. After 90 days, the family peer mentor will have a minimum of twice per month (biweekly) face-to-face contact with parent(s).

**IV. Treatment Provider**

- a. Referral for the parent(s) for further assessment, should be made and assessment began within 4 days of the SDMM.
- b. The behavioral health provider will complete a comprehensive SUD/MH Assessment with the parent(s).
- c. Family peer mentor may accompany and assist the parent(s) with transportation to the initial behavioral health assessment.
- d. The behavioral health assessor will give verbal treatment recommendations to the parent(s) and the PCSA within 1 day of assessment and written treatment recommendations provided to the PCSA within 5 days of assessment.
- e. Recommendations are based on American Society of Addiction Medicine (ASAM) Patient Placement Criteria and include treatment as needed for SUDs, MH, and trauma. The parent(s) will be referred for treatment within 1 day of the SUD/MH assessment.
- f. Within 3 days of the SUD/MH assessment, the parent(s) begin intensive treatment at an appropriate level of care. Intensive in START is defined as at least two sessions per week for the first two weeks, which is inherent in treatment level 2.0 or higher. For level 1.0 or less, treatment intensity may decline after the first two weeks if the need for continued or increased intensity is not noted.
- g. Quick access to SUD treatment is priority, but parents with co-occurring mental health/trauma issues should receive concurrent treatment when possible.
- h. The parent(s) should receive 4 treatment sessions within the first 12 days of treatment. The FPM should transport the parent(s) to the first 4 treatment sessions to help with treatment engagement. If the parent(s) does not want to be or cannot be transported by the FPM, the FPM should accompany the parent(s) to the treatment session or meet the parent(s) at the treatment facility to do a warm handoff and support the parent(s) as they begin treatment.

**V. Family Team Meeting (FTM): 30 days after the referral to START.**

- a. FTMs should be held regularly to ensure all parties have an opportunity to be heard, ask questions, and are up to date on case information. The FTM should include, PCSAs, FPM, BH provider, and family, and will be held at critical points within the case plan to align treatment and case plan such as:
  - i. Within 30 days after the referral to Ohio START
  - ii. 3, 6, and 9 months into the case
  - iii. Child safety concern/possible removal
  - iv. At relapse or when crises occur
  - v. When treatment recommendations change or prior to reunification
  - vi. Within 30 days prior to case closure.

**VI. Exit from Program**

- a. A family can be unsuccessfully exited from the program should any of the following occur:
  - i. 3 consecutive unexcused missed appointments with the peer or caseworker within 6 months
  - ii. Demonstrated non-compliance with:



1. Random drug screens
2. Family Team Meetings (FTM)
3. Case planned programs or services
- iii. As determined by the team
- b. If a family is exited from the program a new PCSA worker shall be assigned to the family within 1 week of the exit date

**VII. Graduation**

- a. A family shall be considered to have successfully completed the program or graduated when the following conditions have been met
  - i. Completion of the case plan
  - ii. Demonstrated sobriety as documented through:
    1. Compliance with programs
    2. Negative drug screens for a minimum of six months
    3. Improved protective capacities
    4. As determined by the team

**VIII. Ohio START Team**

- a. Supervision Team shall include
  - i. Ohio START Supervisor
  - ii. Family Peer Mentor Supervisor
  - iii. Ohio START Agency Investigative Supervisors
  - iv. AD HOC members as required
- b. Family Peer Mentor
  - i. Responsibilities
    1. Written weekly reports
      - a. Contact notes are to be submitted to family peer mentor supervisor on a weekly basis for approval
      - b. Approved contact notes are to be submitted to Ohio START worker within 3 business days of receipt
    2. Timely reporting of child safety issues to their supervisor and the agency Ohio-START worker
    3. Timely reporting of family issues that affect treatment and/or recovery
    4. Written weekly reports of treatment progress and attendance
    5. Monthly direct line and team meetings
    6. Attendance at Family Team Meetings
    7. Advocating and assisting with timely service provision
    8. Weekly home visits for the duration of the family's participation in the program
    9. Deliver services as appropriate and as a part of the ongoing recovery process
- c. Agency Caseworker and Ohio-START worker
  - i. Responsibilities
    1. UNCOPE Assessment- intake
    2. ACE screening and Trauma assessment for children- Ohio-START worker
    3. Case management

4. Ensure that Family Peer Mentor notes are entered into SACWIS within 1 week of receipt
  5. Timely reporting of drug screen results
  6. Timely reporting of family issues
  7. Coordination of Family Team Meetings and attendance
  8. Development of Case Plan/Family Service Plan and monitoring of Case Review and Semi-Annual Reviews
  9. Weekly home visits for the first 60 days
  10. No less than biweekly home visits for the duration of the family's participation in the program
    - a. Additional visits may be required and shall be decided upon by the Ohio START Team
- d. Behavioral Health Consultant
- i. Responsibilities
    1. Timely reporting of missed behavioral health and substance abuse treatment appointments and meetings
    2. Timely reporting of child safety issues to the Ohio-START worker
    3. Timely reporting of family issues that affect treatment and or recovery
    4. Written weekly reports of treatment progress and attendance
    5. Assistance with coordination of timely service provision
    6. Continue to deliver services as appropriate and as a part of the ongoing recovery process after graduation from the Ohio START Program
- e. Other Family Team Members
- i. Designated on a case by case basis and may include
    1. Support person designated by the family
    2. GAL (Guardian Ad Litem)
    3. CASA (Court Appointed Special Advocate)
    4. Supervision team member of Behavioral Health
    5. Supervision team member of Job and Family Services
  - ii. Team members are asked to attend meetings and participate in the decision-making process

## ATTACHMENT 2 Thrive hourly rate

Hourly peer coach	\$ 17.50
FICA	\$ 1.34
Benefits	\$ 3.50
<b>Subtotal</b>	<b>\$ 22.34</b>

<b>Supervision/Support/other</b>	<b>\$ 14.45</b>
----------------------------------	-----------------

Direct:	
Mileage	\$ .45
Supplies	\$ .12
Staff Training/Recruitment/MHA Meeting Expense	\$ 2.00
<b>Subtotal</b>	<b>\$ 2.57</b>

Indirect Costs:	<b>\$ 21.51</b>
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Total hourly rate	<b>\$60.87</b>
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## **ATTACHMENT 3**

### **Travel Policy for Peer Mentors**

#### **III. GENERAL PRACTICES**

##### **A. Staff Travel Policy**

1. **Overview:** This position requires employees to use their own vehicle for business purposes. The nature of this responsibility will vary based upon job classification and program expectations. Employees must provide a copy of a valid driver's license as well as proof of automobile insurance. It is the employee, student intern or volunteer responsibility to provide this each time it renews. All employees are always expected to abide by all State motor vehicle laws while driving. Any employee or student intern/volunteer involved in an accident while on duty resulting in an injury may be required to undergo a post-accident drug and alcohol screen. The screen will be conducted through an employer selected provider.

2. **Eligible Expenses:** Employees' business-related travel expenses will be reimbursed up to the limits approved annually by the Ohio START Program organization's budgeting process. Travelers are required to use common sense and keep in mind fiscal stewardship in all traveling decisions. Travel expenses include airfare, ground transportation, meals, lodging, telephone/fax, and tips. Prior approval for all business travel must be obtained from the employee's immediate supervisor. Travel "to" and "from" work (daily commute) are not eligible expenses.

3. **Use of Personal Vehicles:** Mileage for business use of personal vehicles will be reimbursed at the annually approved rate not to exceed the federal standard mileage rate.

a. Mileage from work (work is considered the employees' office assignment location) to a required location for case assignment contact, appointment, or meeting and back to work.

b. The employee's normal commuting miles must be deducted for all business-related trips originating from the home residence or terminating to the home residence of the employee.

## **ATTACHMENT 4 MILEAGE FORM**

## ATTACHMENT 5 INVOICE



Ohio START INVOICE-Warren County

SERVICE MONTH/YEAR: \_\_\_\_\_

Thrive Behavioral Health Center  
29201 Aurora Road, Suite 400, Solon, OH 44139

Invoice is due to Warren County Children Services, 416 S. East Street Lebanon, OH 45036  
Attn: Jennifer Carman) for reimbursement by the 5<sup>th</sup> of each month for the previous month activities.

\*Please attach mileage form and payroll/timesheet to Ohio START Business Manager for audit purposes.

**Personnel:**

Peer Name	Hours Worked	Hourly Rate	Total
		\$60.87	

**Supervisory/Administrative Costs:**

Associated Charge	Rate	Total

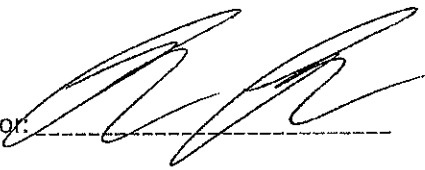

Mileage:

Peer Name	Miles	Rate	Total
		\$.45	
		\$.45	

Remit to:  
Thrive Behavioral Health Center

Total amount billable to Ohio START:

29201 Aurora Road, Suite 400  
Solon, OH 44139

Thrive Behavioral Health Center Supervisor:  \_\_\_\_\_

Date: 10/8/20

OH-START Business Manager: \_\_\_\_\_

Date:

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Cuyahoga

I, Brian Bailys, holding the title and position of CEO at the firm Thrive behavioral Health Corp, 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:

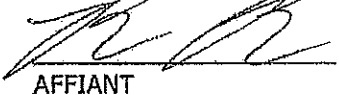
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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.

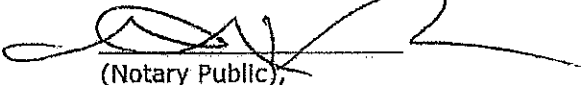
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

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

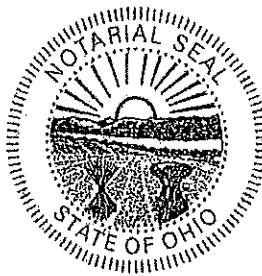
Subscribed and sworn to before me this 27th day of October 2020



(Notary Public),

Cuyahoga County.

My commission expires December 18 20 22



ADAM KELBACH  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
12-18-2022



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

# Resolution

Number 20-1548

Adopted Date November 03, 2020

AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR SHORETEL TELEPHONE TRAINING

WHEREAS, the Shoretel Telephone Training provided by Business Communication Specialists for Warren County Telecom as indicated on the attached quote for purchase requires signature indicating acceptance; and

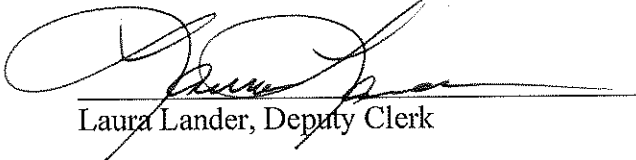
NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for Shoretel Telephone Training; as attached hereto and a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a—Business Communications Specialists  
Telecom (file)



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

# QUOTE

**Number** AAAQ14856  
**Date** Oct 9, 2020

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

Qty	Description	Unit Price	Ext. Price
2	UC I&M Part 1	\$2,368.75	\$4,737.50
2	UC I&M Part 2	\$2,368.75	\$4,737.50

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

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


See Standard Terms and Conditions for Payment Terms

<b>SubTotal</b>	\$9,475.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$9,475.00</b>

Signature of Acceptance

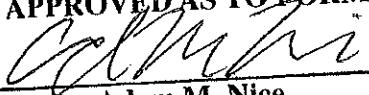
Print Name: David G Young

Date: 11/03/2020

Signature: 

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

**APPROVED AS TO FORM**

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



## Standard Terms and Conditions

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

### Payment Terms

1. Hardware and Software: 75% of quote paid upon signing of the proposal, with the final 25% due upon completion of implementation.
2. Mitel Support Renewals:
  - a. Hardware and software can usually be implemented within 10-14 working days after receipt of payment and signed proposal. BCS is not responsible for vendor delivery delays and out of stock items. BCS is not affiliated with or responsible for delays or mishandling of local or long distance services from the Client's preferred service provider(s).
  - b. All returned items are subject to up to a 25% restocking fee plus "as used" service time cost, with the exception of licenses and support and maintenance costs, which are non-refundable and non-returnable.
3. Fixed Price Service Projects: 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under BCS's standard terms of Net 20 days. A fixed price project is any project that does not have a hours estimate included in the quote.
4. Time and Materials Projects: 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under BCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

### Rescheduling Fee

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

### Warranty & Additional Notes

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

### Technical Support

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

### License Agreement

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

### Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, at the request of either party, the same shall be submitted to arbitration to take place in Medina County, Ohio, by the American Arbitration Association (AAA), Commercial Division. Any decision rendered by the AAA shall be binding upon the parties hereto and enforcement thereof may be entered in any court of competent jurisdiction.

### Mitel Support Agreements

Mitel Support Agreements are an agreement between the customer and Mitel. All labor completed by BCS is not covered by the Mitel Support Agreement. The Mitel Support Agreement covers the following items:

1. Covered defective equipment is replaced next day
2. Software upgrades are included (labor to install upgrades is not included)
3. Mitel Support Agreement allows BCS to engage Mitel Technical Support (TAC) on behalf of the customer

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

# Resolution

Number 20-1549

Adopted Date November 03, 2020

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS FOR CENTRALSQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the CentralSquare Technologies Task Completion Reports 117 and 118; and


NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the CentralSquare Technologies(FKA TriTech Software Systems) Completion Reports 117 and 118, as attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a—CentralSquare Technologies (FKA TriTech Software Systems)  
Telecom (file)



# CENTRALSQUARE

TECHNOLOGIES

## Warren County, OH Sales Order 6395 Task Completion Report 117

Reference: Project; PO 6395

Effective Date: 10/28/20

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to **CAD, RMS, Jail Implementation Project for Warren County – Sales Order 6395**.

### Completion of Project Deliverable:

The following Project Deliverable(s) have been completed:

1. CAD and Mobile Pre-Go Live End User Training
2. RMS Pre-Go Live End User Training
3. Jail Pre-Go Live End User Training

### Acknowledgement:

CentralSquare and the Client jointly agree that the following End-User Training has been completed

Upon receipt of this fully executed Document, CentralSquare will provide an invoice for the following Deliverables:

Description	Amount
5 % Completion of Inform CAD and Mobile Pre-Go Live End User Training	\$ 87,396.77
5 % Completion of Inform RMS and FBR Pre-Go Live End User Training	\$ 87,396.77
5 % Completion of Inform Jail Pre-Go Live End User Training	\$ 87,396.77
<b>Total</b>	<b>\$262,190.31</b>

The Client is responsible to approve this Task Completion Report within 5 business days, or provide a written notification to CentralSquare detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

## Approvals

Client Project Manager

Print Name: David B Young

Signature: [Handwritten Signature]

Date: 11/03/2020

CentralSquare Project  
Manager

Print Name: ROBERT SETHWATER

Signature: [Handwritten Signature]

Date: 10/28/20



# CENTRAL SQUARE

TECHNOLOGIES

Warren County, OH

Sales Order 6395

## Task Completion Report 118

Reference: Project; PO 6395

Effective Date: 10/28/20

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to **CAD, RMS, Jail Implementation Project for Warren County – Sales Order 6395**.

### Completion of Project Deliverable:

The following Project Deliverable(s) have been completed:

1. CAD and Mobile Go Live – 09/01/20
2. RMS Go Live – 09/01/20

### Acknowledgement:

CentralSquare and the Client jointly agree that the following End-User Training has been completed

Upon receipt of this fully executed Document, CentralSquare will provide an invoice for the following Deliverables:

Description	Amount
5 % Completion of Inform CAD and Mobile Go Live	\$ 87,396.77
5 % Completion of Inform RMS Go Live	\$ 87,396.77
<b>Total</b>	<b>\$174,793.54</b>

The Client is responsible to approve this Task Completion Report within 5 business days, or provide a written notification to CentralSquare detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

## Approvals

Client Project Manager

Print Name:

*David G Young*

Signature:

*[Handwritten Signature]*

Date:

*11/03/2020*

CentralSquare Project  
Manager

Print Name:

*Robert Schneider*

Signature:

*[Handwritten Signature]*

Date:

*10/28/20*



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

# Resolution

Number 20-1550

Adopted Date November 03, 2020

APPROVE AND ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF  
OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and enter into a Youth Worksite Agreement with the following  
company, as attached hereto and made part hereof:


Warren County Metropolitan Housing Authority  
990 East Ridge Drive  
Lebanon, Ohio 45036

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laufa Lander, Deputy Clerk

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

**OhioMeansJobs Warren County  
TANF Youth Employment Program  
Worksite Agreement**

This agreement is entered into by and between on this 20 day of Oct, 2020, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Metropolitan Housing Authority, 990 E Ridge Dr, Lebanon, OH 45036** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2021.

**WITNESSETH:**

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

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

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite

Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

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

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of

the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

S. This agreement may be modified upon mutual consent of both parties.

T. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
N/A	

U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

Attachment A

Warren Co. TANF Summer Youth Employment Program  
Request Form

I. Agency Information:

Agency Name: Warren Metropolitan Housing Authority

Address: 990 East Ridge Drive

Phone: 513-695-3388 E-mail maintenance@warrenmha.org

Agency Administrator: Bridgette Mason

Contact Person: Gary E. Johnson

FEIN#: 31-0990947

II. Program Information: Work for the youth will begin at the worksite on or about 11/1/20 and continue until on or about 6/30/21. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Metropolitan Housing Scattered Sites	Gary Johnson 513-267-6938	1	18+	From: 7 To: 5	Yes <input checked="" type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 WMHA Main Location - Laborer -  
Debris pick-up, weed eating - Assist Maint.

Worksite #2 \_\_\_\_\_

Worksite #3 Broadview - Laborer - Debris pick-up,  
weed eating - Assist Maint.

Worksite #4 \_\_\_\_\_

Worksite #5 \_\_\_\_\_

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

Yes  No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

Assist Maintenance Staff. Will be taught  
semi skilled maint. Functions

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

[Signature] Facilities Director 10-20-2020  
Signature of Worksite Administrator/Title Date

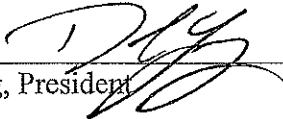
[Signature] 10-30-20  
Date

Matt Fetty, Director, OhioMeansJobs Warren County



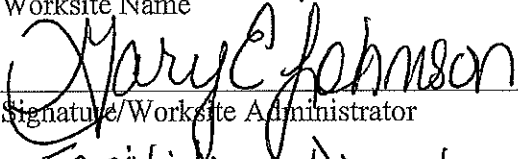
IN WITNESS WHEREOF, the parties have executed this Agreement on this 20 3rd  
day of ~~October~~ November, 2020.

**WARREN COUNTY BOARD OF COMMISSIONERS:**

  
\_\_\_\_\_  
David G Young, President

**WORKSITE:**

Warren Metropolitan Housing Authority  
\_\_\_\_\_  
Worksite Name

  
\_\_\_\_\_  
Signature/Worksite Administrator

10-20-2020  
\_\_\_\_\_  
Date

Facilities Director  
\_\_\_\_\_  
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

N/A  
\_\_\_\_\_  
Signature of Authorized Organized Labor Representative

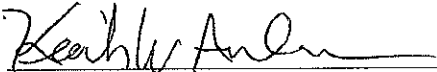
\_\_\_\_\_  
Date

**WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES**

  
\_\_\_\_\_  
Matt Fetty OMJWC, Director

10/30/20  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Keith Anderson, Assistant Prosecuting Attorney

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

# Resolution

Number 20-1551

Adopted Date November 03, 2020

APPROVE AND ENTER INTO A SOFTWARE AND IMPLEMENTATION SERVICES CONTRACT WITH CCH INCORPORATED ON BEHALF OF THE WARREN COUNTY AUDITOR

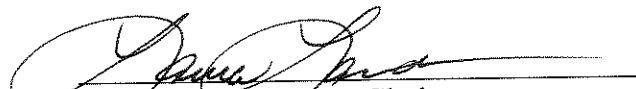
BE IT RESOLVED, to approve and enter into a software and implementation services contract with CCH Incorporated; as attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: c/a—CCH, Incorporated  
Auditor (file)



Prepared For: Warren County  
Proposal Account #:  
Alternate Account #:  
SFDC Account #: 0000764146  
Market Segment: State and Local Government  
Sub-segment: Local Government  
Quote ID: Q-00413228  
Order Total: \$6,734.00  
  
Promotion Code

**Shipping Address**  
Matt Nolan  
406 Justice Dr.  
Lebanon, OH 45036  
US

**Billing Address**  
Matt Nolan  
406 Justice Dr.  
Lebanon, OH 45036  
US

**Primary Name:** Matt Nolan **Phone:** (513) 695-2393  
**Email:** mnolan@wcauditor.org

**Training Name:** Matt Nolan **Phone:** (513) 695-2393  
**Email:** mnolan@wcauditor.org

**Conversion Name:** **Phone:**  
**Email:**

## Order Detail

### Engagement

Product Contact Admin                      Matt Nolan  
 Product Contact Email                      mnolan@wcauditor.org  
 Product Contact Phone Number              513-695-2393

#### Engagement Professional & Client Services

Qty	Code	SAP#	Product Name	Price	Disc. %	Disc. Amt.	Net Price
1	510147	10060196-0001	Engagement - IT Consulting 4 HR - Web	\$1,360.00 ea			\$1,360.00

**Engagement Professional & Client Services Total:**                      \$1,360.00

#### Engagement Software

Qty	Code	SAP#	Product Name	Price	Disc. %	Disc. Amt.	Net Price
1	510000	10053881	Eng Initial User - Includes Trial Balance	\$2,825.00 ea	-10.00%	\$(282.50)	\$2,542.50
2	510010	10053882	Engmnt Addl User - Trial Balance and Workpaper Mgmt	\$1,215.00 ea	-10.00%	\$(243.00)	\$2,187.00
1	510015	10053884	Engmnt Addl User - Workpaper Only	\$675.00 ea	-10.00%	\$(67.50)	\$607.50

**Engagement Software Total:**                      \$(593.00)                      \$5,337.00

#### Software Delivery Download

Qty	Code	SAP#	Product Name	Price	Disc. %	Disc. Amt.	Net Price
1	510999		Engagement Delivery/Download	\$37.00 ea			\$37.00

**Software Delivery Download Total:**                      \$37.00

**Engagement Total: \$6,734.00**

#### Sales Terms:

An annual fee of 50% of the then-current list price of the Software shall apply for each annual Support term. This fee is waived in the first year.

**Order Total: \$6,734.00**

**Additional Services Terms:**

If Customer is unable or chooses not to receive Services (as such term is defined in the CCH Master Agreement incorporated herein) within one (1) year of date of this Order Form, the amounts paid for such Services shall be deemed forfeited\*.

- Rescheduling/Cancellation: There is a 25% per day cancellation fee for rescheduling/cancellation of any Services by Customer within three (3) weeks of the scheduled date for such Services.
- Refunds - There are no refunds on Services performed.

**Payment Information:**

Bill my new account#:


**Accepted and Agreed:**

Customer hereby acknowledges and agrees that Customer has read and agrees to be bound by all of the terms stated on this order form (including the payment information above) and the attached product details sheet(s), as well as the terms and conditions of the applicable CCH Master Agreement incorporated herein and located at <http://support.cch.com/prosystemfxagreements/>.

**For Customers Migrating to CCH Access Tax from ProSystem fx Tax:**

Customer hereby further acknowledges and agrees that Customer is migrating to the CCH Access platform, including CCH Access Tax, and that the terms and conditions of the applicable CCH Access Master Agreement located at <http://support.cch.com/prosystemfxagreements/> and incorporated herein shall apply to and govern all Services provided herein and to Customer's use of all CCH Access software products.

The parties agree that electronic or facsimile signatures are intended to have the same force and effect as manual signatures.

Signature:  Date: 11/03/2020

CCH USE ONLY:

Acct Rep: Chris Pelton  
Division/Territory: 6706  
Sales Group: 209  
Phone#: (888) 731-3555



# CCH ProSystem fx Master Agreement

This CCH ProSystem fx Master Agreement (this "Agreement") is made by and between CCH Incorporated, a Wolters Kluwer business ("CCH"), and Customer, and governs Customer's use of the Software, effective as of the date Customer signs the Order Form for the Software or otherwise purchases or renews a License to the Software. This Agreement will continue to govern all other Software listed on any future Order Form(s), subject to Section 11.1 hereof.

1. DEFINITIONS. Capitalized terms used but not defined elsewhere in this Agreement shall have the respective meanings set forth below:

- 1.1. "Affiliate" means with respect to an entity party to this Agreement, any entity which, directly or indirectly, controls, is controlled by or is under common control with such party, where control means the ability to direct the affairs of an entity through ownership of voting interest, contract rights or otherwise.
- 1.2. "Authorized User" means an individual in Customer's practice who is authorized by Customer to use the Software and who is covered by an appropriate License hereunder. An Authorized User must be a full-time or part-time employee (but may be a contract/temporary employee) working for Customer primarily out of the Designated Office(s) for the purpose of assisting Customer in its day-to-day business activities. An Authorized User does not acquire individual rights in the Software other than the right to use the Software on Customer's behalf and pursuant to the rights granted to Customer and subject to the terms and conditions of this Agreement, including subsection 2.3 hereof.
- 1.3. "Client" means any third-party client of Customer that has entered into a direct agreement with Customer for tax and/or accounting services.
- 1.4. "Customer" means the person or entity identified as the customer in the Order Form(s). The term "Customer" can also include an Affiliate of the primary Customer, provided that such Affiliate is specifically named as a covered entity on the applicable Order Form.
- 1.5. "Designated Office(s)" means the site(s), location(s), and/or address(es) for which Customer licenses the Software as identified in the Order Form(s).
- 1.6. "Fees" means the amounts payable by Customer to CCH under the Order Form(s) and this Agreement.
- 1.7. "License(s)" means the licenses granted to Customer to use the Software as provided under subsection 2.1 of this Agreement.
- 1.8. "Online Account" means the authorized access to CCH's servers, networks and/or systems, including, for access for electronic filing, as established by CCH for each Authorized User, and includes the controls, permissions and data unique to such user.
- 1.9. "Online Account Access Information" means the private access information (for example, username and password) used by each Authorized User to access his/her individual Online Account.
- 1.10. "Order Form" means (i) a written order in a form approved by CCH and executed by Customer that provides for Customer's acquisition of a License to the Software, (ii) a written order in a form approved by CCH and accepted by Customer by execution thereof and/or payment thereof that provides for Customer's acquisition of a License for additional Software title(s); or (iii) any renewal form for License(s) sent to Customer by CCH under which Customer exercises its right to renew. All Order Forms incorporate and are subject to the terms and conditions of this Agreement.
- 1.11. "Software" means the particular ProSystem fx software title(s), that are identified in the Order Form(s) for Customer, including the files, databases, documentation, materials, modifications, revisions, optional features, enhancements, and Updates, if any. Under no circumstances shall Customer receive, or be entitled to receive, any source code for the Software or any portion or component thereof.
- 1.12. "Updates" means all minor revisions, patches, fixes, and other improvements (version upgrades excluded) provided by CCH as part of CCH's Support, in its sole discretion, to a particular version of the Software.

The use of the word "including" means "including without limitation."

## 2. LICENSE, RESTRICTIONS & OWNERSHIP

### 2.1. License.

- 2.1.1. Grant of License. Subject to the terms and conditions of this Agreement, CCH grants to Customer a limited, revocable, nontransferable, nonexclusive right and license to use, and to permit Authorized Users to use, the Software solely for

Customer's internal use and for the purpose of performing tax and/or accounting services for Clients without any further right to use, sublicense, distribute, transfer, transmit or otherwise exploit the Software in any manner. All end users of the Software must be Authorized Users who are covered by an appropriate License hereunder, which has been established and documented in an Order Form. Except as provided in Section 2.1.2, the Software may only be used by Authorized Users who primarily work out of a Designated Office. Customer may obtain a license for additional locations only if included in an Order Form and provided payment of the applicable Fees has been made in advance of any use by Authorized Users who primarily work out of such additional locations.

2.1.2. Unique Usage Licensing. Certain software products may require additional licensing arrangements for unique uses. For example, if Authorized Users desire to use the ProSystem fx Tax software on mobile computers for business travel outside of the Designated Office(s), the Order Form will provide for an off-site License and Fee.

2.1.3. Condition of License. The License(s) granted to Customer under this Agreement are conditioned upon Customer's compliance with the terms of this Agreement and the Order Form(s), including the timely payment of all applicable Fees.

2.2. Back-up Copies. Customer may make a reasonable number of copies of the installed Software solely for back-up purposes. All copies of the Software, including translations, compilations and partial copies, are governed by this Agreement.

2.3. Restrictions. Customer must not do or attempt to do, or permit others to do or attempt to do, any of the following: (a) create derivative works of, copy or modify the Software in any way, except as permitted in subsection 2.2; (b) remove or modify CCH's copyright notices, trademark, logo, legend or other notice of ownership from the Software or any copy thereof; (c) access, view, read, modify, reverse compile, reverse assemble, disassemble or print the Software's source code or object code or other runtime objects, components or files distributed with the Software; (d) otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the Software; (e) defeat, disable or circumvent any protection mechanism related to the Software; (f) rent, lease, distribute (or redistribute), provide or otherwise make available the Software, in any form, to any third party (including in any service bureau or similar environment); (g) share use or access of the Software with other practitioners (including outsourcers performing work for Customer) who are not Authorized Users in Customer's practice, even if Customer shares office space or equipment; (h) share Online Account or Online Account Access Information with third parties; (i) use the Software to process the data of clients of a third party (whether on an outsourcing, service bureau, or other basis); (j) install a copy of any installed Software at an office location not registered and/or licensed as a Designated Office with CCH; or (k) publish, distribute (or redistribute) or sell any document retrieved through the Software (even if in the public domain) to any individual or entity outside of Customer's own firm, except for documents prepared for Clients within the scope of the normal and intended use of the Software. In addition, Customer shall not violate or attempt to violate the security of CCH's networks or servers, including (x) accessing data not intended for Customer or log into a server or account which Customer is not authorized to access; (y) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (z) attempting to interfere with service to any user, host or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

2.4. Protection of Online Account Access Information. CCH will supply Customer with the means to create private Online Account Access Information for its Authorized Users so that such Authorized Users may log into their respective Online Accounts. Online Accounts are designed for private use and should only be accessed through Authorized User's Online Account Access Information. Customer is fully responsible for the protection and confidentiality of its Authorized Users' Online Account Access Information. Customer acknowledges and agrees that Customer is responsible for all activity under Customer's and its Authorized Users' Online Accounts by any person and for insuring that all use of Customer's and its Authorized Users' Online Accounts is for authorized purposes only and complies fully with the provisions of this Agreement. Customer agrees to promptly notify CCH of any unauthorized use of any Online Account

Access Information or any other breach of security upon becoming aware thereof, assist in preventing any recurrence thereof and otherwise cooperate fully in any proceedings or other actions undertaken to protect the rights of CCH.

- 2.5. **Unauthorized Acquisition.** CCH prohibits the use of any product or service from CCH that has been improperly obtained and/or accessed. For purposes of illustration, but not limitation, examples include any products or services that are: (a) acquired from an unauthorized reseller or distributor; (b) pirated, cracked or hacked, including through the use of Online Account Access Information established for use by another individual; (c) acquired with the intent or for the purpose to use in a manner that is illegal, fraudulent, in violation of this Agreement or otherwise outside the normal, stated and/or reasonably understood purpose of such product or service; or (d) acquired with the use of false or inaccurate statements and/or information (e.g., false name, contact information, EFIN, or payment information; false declaration of the total number of end users; or false claim of ownership of multiple business locations with the intention of obtaining a multi-office discount).
- 2.6. **Reservation of Rights & Ownership of Developed Materials.** CCH and its Affiliates, and any applicable licensors, retain all intellectual property and other rights in the Software (including all patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to the Software which are protected under United States intellectual property laws and international treaty provisions). Unauthorized use of any of the Software will result in cancellation of this Agreement as well as possible civil damages and criminal penalties. Customer is not permitted to use "CCH," "ProSystem fx," "CorpSystem" or any other trade or service marks of CCH or any of its Affiliates in Customer's announcements, advertising or other materials unless expressly agreed to in writing by an authorized representative of CCH. Customer acknowledges and agrees that CCH and its Affiliates' and any applicable licensors' retention of contractual and intellectual property rights is an essential part of this Agreement. CCH and its Affiliates and any licensors (as applicable) will own and Customer hereby assigns to CCH all rights in (i) any copy, translation, modification, adaptation or derivative work of the Software, including any improvement or development thereof, whether provided as part of Support, Services or otherwise, and whether or not developed by or for Customer, and (ii) any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of Customer.
- 2.7. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is provided with RESTRICTED RIGHTS. Any use, duplication or disclosure of the Software by the United States Government is subject to restrictions as set forth in FAR 12.212 or DFARS 227.7202-1(a), 227.7202-3(a) and 227.7202-4 (1995) and, to the extent required under U.S. federal law, the minimum restricted rights as set out in FAR 52.227-19 (DEC 2007) or FAR 52.227-14 (DEC 2007). To the extent any Technical Data is provided pursuant to the Agreement, such data is protected per FAR 12.211 and DFARS 227.7102-2 and to the extent explicitly required by the U.S. Government, is subject to limited rights as set out in DFARS 252.227.7015 (NOV 1995) and DFARS 252.227-7037 (SEPT 1999). In the event that any of the above referenced agency regulations are modified or superseded, the subsequent equivalent regulation will apply. The name of the manufacturer is CCH Incorporated, 2700 Lake Cook Rd, Riverwoods, IL 60015-3867. If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Customer hereby agrees to protect the Software from public disclosure and to consider the Software exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Software.
- 2.8. **Delivery.** Except as otherwise provided in Section 3.1 below, delivery of the Software to Customer will take place when it becomes available to the entire client base of CCH. Deliveries are f.o.b. point of shipment.
- 3. FEES AND PAYMENT**
- 3.1. **Fees.** Customer must pay to CCH the Fees for the Software (including associated Support and access to electronic filing) as set forth in an Order Form. Additional Fees, as documented on an Order Form, may be charged for additional Support or Services. Customer agrees to pay all such Fees within thirty (30) days of the invoice date. CCH may assess a late payment Fee equal to the lesser of one and one-half percent (1½%) of the unpaid amount or the highest interest rate allowed by applicable law for each succeeding thirty (30) day period or portion thereof in which Fees are not paid in full. In addition, CCH, in its discretion, may suspend sending the Software and/or Updates, or deny access to electronic filing, if there is an unpaid invoice that is outstanding. ALL SALES ARE FINAL.
- 3.2. **License Based on Volume of Processed Tax Returns.** This provision is applicable only if Customer has obtained a License for which the Fee is based on the number of tax returns processed during the applicable

Term ("Volume-Based License"). If the actual volume of processed tax returns is greater than the volume of estimated processed tax returns designated or confirmed by Customer at the time of order or renewal for a Volume-Based License, CCH reserves the right to charge Customer the difference between the License Fee for the estimated volume of processed tax returns and the License Fee for the actual number of processed tax returns during the relevant Term. Customer shall pay such amount within thirty (30) days of receiving an invoice from CCH.

- 3.3. **Taxes.** Fees are exclusive of any taxes, assessments or duties that may be assessed upon the Software, License(s), Support or Services provided under this Agreement or on third-party fees disclosed in an Order Form, including sales, use, excise, value added, personal property, electronic/Internet commerce, export, import and withholding taxes. Customer is responsible for directly paying any such taxes assessed against it, and Customer will promptly reimburse CCH for any such taxes payable or collectable by CCH. Such taxes do not include taxes based upon CCH's Income. Taxes are calculated on product plus additional charges, where applicable. Taxes include state and local sales or use taxes and are based upon the Customer's deliver-to address and/or Designated Office location(s). Tax exemption certificates, if any, must be submitted at the time of order. Customer acknowledges that the Software and all Updates thereof are pre-written software of general application.

#### 4. TERM & TERMINATION

- 4.1. **Expiration of Rights.** Subject to the terms of subsection 4.2 - 4.5, Customer's License to the Software will be perpetual. Notwithstanding the foregoing, (a) Customer's access to Support (including Updates) shall expire one (1) year from the initial date of delivery for the applicable Software and (b) Customer's use of any prior year version of any Software is at Customer's own risk and CCH makes no representation or warranty, and CCH shall have no responsibility, obligation or liability, including without limitation, to provide any Support, with respect to any such use whatsoever. Notwithstanding the term set forth above and for the avoidance of doubt, Customer will not receive the next tax year version of ProSystem fx Tax, ProSystem fx Outsourcing, or ProSystem fx Planning, nor access to electronic filing for the next tax year, unless Customer has renewed its respective License(s) thereto for such next tax year.
- 4.2. **Expiration of Agreement.** This Agreement will expire upon the expiration of Customer's Support and access to electronic filing pursuant to Section 4.1 above. The following sections will survive expiration of this Agreement: subsections 5.3, 8.3, 8.4, 8.5 and 8.6, and Sections 1, 2, 4, 7, 9, 10 and 11.
- 4.3. **Termination of Agreement for Cause by CCH.**
- 4.3.1. This Agreement, including all License(s), Support, access to electronic filing, and Services provided hereunder, may be terminated by CCH for cause, in its sole discretion: (i) immediately upon notice to Customer if Customer commits an incurable breach of the terms or conditions of this Agreement, or (ii) if Customer fails to cure a curable breach of this Agreement within thirty (30) days of being provided with notice of such breach.
- 4.3.2. Upon any termination of this Agreement under Section 4.3.1, all rights granted to Customer hereunder will immediately terminate and Customer must cease all further use of the Software, Support and electronic filing and at CCH's discretion, either return to CCH, or destroy, all copies of the Software. Upon request of CCH, Customer must certify in writing to CCH that it has destroyed or returned all copies of the Software and that Customer and its Authorized Users are no longer using any applicable Software previously licensed hereunder.
- 4.3.3. Termination of this Agreement pursuant to this subsection 4.3 will not require payment of a refund to Customer and will not affect: (a) Customer's obligation to pay any Fees due, or (b) any remedies available to CCH by law or equity.
- 4.3.4. The following sections will survive termination of this Agreement under this subsection 4.3: subsections 2.3, 2.5, 2.6, 4.3, 8.3, 8.4, 8.5 and 8.6, and Sections 1, 9, 10 and 11. The survival provision in subsection 4.2 will not apply to termination of this Agreement under this subsection 4.3.
- 4.4. **Suspension of Access.** In addition to any other suspension or termination rights of CCH pursuant to this Agreement, CCH may suspend or terminate Customer's access to its Online Account(s) without notice (a) in the event Customer (including any Authorized User, Client or other person or entity acting through or on behalf of Customer) is determined by CCH, in CCH's sole judgment, to have or attempted to have damaged, harmed or misused CCH's software, server, network or other systems, or (b) as necessary or appropriate to comply with any law, regulation, court order, or other governmental request or order which requires immediate action or otherwise protect CCH from potential legal liability or harm to its business. CCH will use commercially reasonable efforts to notify Customer of the reason(s) for such suspension or termination action as soon as reasonably



practicable unless such action is due to subsection (a) hereof. In the event of a suspension (other than due to subsection (a) hereof), CCH will promptly restore Customer's access to its Online Account(s) as soon as the event giving rise to the suspension has been resolved as determined in CCH's discretion. Nothing contained in this Agreement will be construed to limit CCH's actions or remedies or act as a waiver of CCH's rights in any way with respect to any of the foregoing activities. CCH will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access as set forth in this Section.

- 4.5. **Renewals.** Customer may renew, pursuant to the terms and conditions of this Agreement (and subject to Section 11.1 hereof), its previously purchased License(s) for Software by paying the then-applicable renewal Fees as set forth in the renewal Order Form. After renewing, Customer will obtain a new version of the Software title that was renewed when such version becomes available and an additional annual term of Support and access to electronic filing. CCH, in its discretion and for any reason, may decide not to renew Customer's License(s) to the Software (including associated Support and access to electronic filing); in which case, CCH will make a reasonable effort to notify Customer of this decision prior to the expiration of Customer's then-current term.

## 5. SUPPORT

- 5.1. **Support.** During each annual Support term as set forth in Section 4.1 above, CCH will provide such remote product support for the Software as CCH provides generally to customers as part of its then current Software support program ("Support"). Support shall not include, and CCH will not provide, any tax, accounting, legal or other professional or expert advice of any kind, including: the appropriate handling of tax and accounting issues, or otherwise. Support for prior year versions of the Software is limited and is only available in CCH's discretion. CCH may also choose not to provide Support for Software that is not installed on hardware that meets CCH's standard published system requirements (available at <http://support.cch.com/>). Customer agrees that Customer and/or Customer's agents or employees will not knowingly place more than one call at any given time to CCH's telephone Support number(s) regarding the same situation, Support question, issue or matter. CCH reserves the right to terminate Customer's access to Support if it determines that Customer is committing acts that are disruptive to CCH's Support or other business operations (e.g., placing multiple calls at one time; being verbally abusive to Support representatives; providing Clients with access information to CCH customer Support lines, etc.).
- 5.2. **Updates.** Also as part of Support, CCH may, from time to time, provide Customer with Updates of the Software. However, supplying Updates will be at CCH's discretion and CCH will have no obligation, express or implied, to provide Updates. Customer agrees to timely install all available Updates to the Software and acknowledges that Customer's failure to do so is at Customer's sole risk. CCH reserves the right to charge additional license Fees for any optional and ancillary features and/or functionality it may market in connection with the Software.
- 5.3. **Data Retention.** CCH will use reasonable efforts to retain the information and data properly submitted to CCH's servers by Customer as part of Customer's authorized use of the Software ("Customer Data") for at least one year following the year in which Customer submitted any such Customer Data. CCH will then maintain such Customer Data in accordance with its internal business practices. It is Customer's responsibility to backup onto Customer's own local system all data and records that Customer submits to CCH.
- 5.4. **Data Security; Ownership.** CCH shall implement and maintain reasonable information security measures and policies intended to: (i) safeguard the security of Customer Data, (ii) protect against known or anticipated threats to the security of Customer Data and (iii) investigate and react to any known or suspected unauthorized access to or loss of Customer Data. As between CCH and Customer, CCH acknowledges that Customer retains ownership of the Customer Data. However, by submitting Customer Data to CCH's servers through use of the Software, Customer grants CCH the nonexclusive, worldwide, transferable right, on a royalty-free basis, to possess, store, use, copy, distribute and process Customer Data solely for the purposes of fulfilling CCH's obligations and/or exercising CCH's rights hereunder. This right may be sub-licensed only to third parties assisting CCH in providing the Software or otherwise fulfilling CCH's obligations hereunder. Customer represents, warrants and covenants to CCH that CCH's use of the Customer Data in compliance with the foregoing license grant shall not infringe, misappropriate or otherwise violate any intellectual property rights, or other rights, of any third party. Customer acknowledges and agrees that security safeguards, by their nature, are capable of circumvention and that CCH does not, and cannot, guarantee that the Software, CCH's systems, and the information contained therein (including confidential information) cannot be accessed by unauthorized persons capable of overcoming such safeguards. For avoidance of doubt, the parties acknowledge and agree that in no event shall (i) CCH be responsible or liable for any unauthorized access to or loss of Customer

Data if such unauthorized access or loss would have been avoided or mitigated by the use of a subsequent version (and/or Update) of the Software that is provided to Customer and (ii) any unauthorized access to or loss of Customer Data constitute a breach by CCH of its confidentiality obligations under this Agreement.

- 5.5. **Customer eSign Information.** Notwithstanding any of the foregoing or any other provision of this Agreement, in the event Customer has licensed CCH eSign, Customer acknowledges and agrees that CCH eSign is a third-party functionality and accordingly, CCH does not store or retain any information, documentation and/or records resulting from Customer's use of CCH eSign, including without limitation, any electronically signed Form 8879 or any e-signature audit trail (collectively, "Customer eSign Information"). It is Customer's sole responsibility to backup and maintain on Customer's own systems all Customer eSign information as required by applicable laws, rules and regulations.

## 6. SERVICES

- 6.1 **General.** CCH may offer certain additional services related to the Software. Such services may include, but are not limited to: (i) implementation services; (ii) training for Customer personnel; (iii) file conversion services; and (iv) any other services specifically identified in an Order Form (hereinafter referred to as "Services"). For avoidance of doubt, in no event shall any component or functionality of the Software be deemed a Service under this Agreement. CCH will provide Services, at Customer's election and following Customer's signature and CCH's acceptance of an Order Form describing the nature, scope, project assumptions, fees, duration, location(s) of the covered Services, in each case in accordance with such Order Form and subject to the terms and conditions of this Agreement.
- 6.2 **Services Performance.** In performing Services, CCH may assign CCH personnel, authorized agents or qualified third-party contractors ("Consultants"). Customer agrees to provide the information, facilities, personnel and equipment, including, if applicable, suitably configured computers that may reasonably be identified by CCH as necessary or appropriate to the performance of any Services. Customer shall advise CCH of any hazards to the health and safety of CCH's personnel on the Customer's premises and provide CCH's personnel with appropriate information regarding applicable safety and security procedures.
- 6.3 **Services Pricing.** Unless otherwise provided in the applicable Order Form, all Services shall be provided on a time and expense/materials basis at CCH's then current rates. CCH reserves the right to impose a higher rate for Services performed upon the request or with the approval of Customer in excess of a forty (40) hour week or during weekend or holiday periods. Estimates are provided for Customer's information only and are not guaranteed. Customer shall pay or reimburse CCH for all reasonable travel and other out-of-pocket expenses incurred in connection with CCH's performance of Services hereunder.

## 7. CUSTOMER'S PROFESSIONAL RESPONSIBILITY AND WARRANTIES

- 7.1. **Professional Responsibility.** Customer understands, agrees and acknowledges that:
- 7.1.1. Use of the Software does not relieve Customer of responsibility for the preparation, content, accuracy (including computational accuracy), and review of tax returns prepared by Customer while using the Software or any other work product generated by Customer while using the Software;
- 7.1.2. Customer will neither inquire nor rely upon CCH for tax, accounting, legal or other professional or expert advice of any kind;
- 7.1.3. Customer will retrieve in a timely manner any electronic communications made available to Customer by CCH (for example, electronic filing transaction data such as acknowledgements and e-mail messages in Customer's mailbox); and
- 7.1.4. Customer is fully and solely responsible for: (a) selection of adequate and appropriate versions of the Software to satisfy Customer's business needs and achieve Customer's intended results; (b) use of the Software; (c) all results obtained from the Software; (d) selecting, obtaining and maintaining all hardware, software, computer capacity, internet service, program and system resources and other equipment and utilities needed to install and use the Software, and for all costs associated therewith; and (e) selection, use of, and results obtained from any other programs, applications, computer equipment or services used with the Software.
- 7.2. **Customer's Representations.** Customer represents, warrants and covenants that:
- 7.2.1. Customer has full power and authority to enter into this Agreement and all Order Forms hereunder and to perform its obligations under this Agreement and such Order Forms, and that this Agreement and all such Order Forms have been duly authorized and constitute valid and binding obligations of

- Customer;
- 7.2.2. Customer is licensing the Software solely for Customer's own use and/or to provide tax and accounting services to Customer's direct Clients and, to the extent Customer has obtained a Volume-Based License, Customer has provided or confirmed to CCH a good faith estimate of the number of tax returns Customer expects to process during the applicable Term, which number is then used by CCH to determine the appropriate License Fee;
- 7.2.3. Customer will not use the Software to create a product, service or database that competes with CCH or the Software;
- 7.2.4. Customer is responsible for complying with all laws, rules, regulations and procedures of local, state, federal and foreign authorities applicable to Customer and its business, including all laws, rules, regulations and procedures of the Internal Revenue Code and Service;
- 7.2.5. Customer will be solely responsible for compliance with this Agreement by the Authorized Users and, to the extent applicable, all Clients;
- 7.2.6. Customer will not otherwise violate the rights of any third party while using the Software;
- 7.2.7. Customer has sole responsibility for the content and accuracy of all Customer Data;
- 7.2.8. Customer will not upload or transmit any Customer Data: (i) that Customer does not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality or fiduciary obligations that Customer might have with respect to the Customer Data); (ii) for which Customer does not have the consent or permission from the owner of any personally identifiable information contained in the Customer Data; (iii) that infringes, misappropriates or otherwise violates any Intellectual property or other proprietary rights or violates any privacy rights of any third party (including any copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity); (iv) that is false or misleading; (v) that is defamatory, obscene, or offensive; (vi) if the uploading or transmission would violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability or (vii) that constitutes protected health information under the Health Insurance Portability and Accountability Act (HIPAA) or any successor law;
- 7.2.9. Customer will not use the Software to transmit, route, provide connections to or store any material that violate or promote the violation of any of the restrictions of subsection 7.2.8 above;
- 7.2.10. To the extent Customer needs to upload or transmit to CCH's servers any Customer Data subject to the General Data Protection Regulation (EU) 2016/679, Customer shall first contact CCH at [TCPrivacySecurity@wolterskluwer.com](mailto:TCPrivacySecurity@wolterskluwer.com) and CCH shall provide Customer with an addendum to this Agreement setting forth the terms and conditions of CCH's processing of such Customer Data pursuant to this Agreement; and
- 7.2.11. CCH reserves the right, in its sole discretion, at any time, to remove any Customer Data that it believes to be in violation of this Agreement.
- 7.3. **Electronic Filing Representations.** The following electronic filing terms and conditions will apply to electronic filing services and are in addition to all other terms and conditions contained within this Agreement:
- 7.3.1. Customer agrees that Customer will comply with all State and/or Federal electronic filing and direct deposit/direct debit laws, rules and regulations as shall be in effect from time to time.
- 7.3.2. Customer acknowledges and agrees that all EFINS used by Customer and provided to CCH are registered to Customer or else are registered to an Authorized User who is using the Software on behalf of Customer. Customer also agrees to provide CCH with Customer's most current EFIN letter(s) in the manner directed by CCH, at the time of initial purchase or renewal of Customer's License to the Software or as otherwise requested by CCH.
- 7.3.3. Customer acknowledges and agrees that CCH may use Customer's release of the electronic file to the Electronic Filing Status System as Customer's authorization to electronically transmit to and file with the IRS Customer's tax returns included in such electronic file ("Authorization"). Customer further acknowledges and agrees that Customer will be deemed to have released its electronic file to the Electronic Filing Status System, and thus provided Authorization for the tax returns in such electronic file, when Customer provides CCH with Customer's locator/Client ID number for the Client to which such electronic file applies. Customer agrees to take full responsibility for any and all liability arising from the use, inability to use or misuse of its internal electronic filing processes and the filing of tax returns with the IRS and any other taxing authority resulting therefrom.
- 7.3.4. Customer acknowledges and agrees that Customer is solely responsible for any direct deposit or direct debit option which Customer elects in accordance with applicable federal and state signature authorization forms (or any other similar form(s)) and that Customer is solely responsible for providing all complete, correct and necessary information directly to the IRS and any other taxing authority with respect to the same.
- 7.3.5. Customer acknowledges and agrees that CCH cannot guarantee that taxing authorities will accept all returns due to circumstances that are beyond CCH's reasonable control. Customer agrees to review the electronic filing and remittance status after submission to confirm the file was accepted. For jurisdictions that do not accept electronic remittance, Customer must submit returns using standard paper methods.
- 7.4. Reserved.
- 8. CCH WARRANTIES**
- 8.1. **CCH's General Warranties.** CCH represents and warrants that: (a) it has title to the Software or the right to grant Customer the rights granted hereunder; (b) the Software does not violate any third party's United States patent, copyright or trade secret rights; and (c) CCH has not inserted any virus or similar device to erase data. Customer's sole and exclusive recourse and remedy - and CCH's sole, exclusive and entire liability - for a breach of items (a) and (b) by CCH shall be the exercise of its indemnity rights under subsection 8.2 below. For a breach of item (c) Customer's sole and exclusive recourse and remedy - and CCH's sole, exclusive and entire liability - shall be to terminate the Agreement and obtain a refund of the Fees paid for the directly affected Software less an allocation for use made by Customer prior to the breach.
- 8.2. **Indemnification by CCH.**
- 8.2.1. Subject to the other terms and conditions set forth herein, CCH agrees to defend Customer, its employees, officers, directors and Affiliates at CCH's sole cost and indemnify Customer (by paying for damages finally awarded against Customer or any amounts payable in any settlement entered into in compliance with this Agreement) from and against any claims, demands, actions or proceedings by any unaffiliated third party alleging that the Software as provided hereunder infringes or violates such third party's United States patent, copyright or trade secret rights; provided that: (i) CCH is notified promptly in writing of the claim; (ii) CCH controls the defense, settlement and approval of the claim; and (iii) Customer reasonably cooperates, assists and gives all necessary authority to CCH and reasonably required information in connection with the defense or settlement of the claim.
- 8.2.2. CCH's indemnity obligations under subsection 8.2.1 hereof will not apply if and to the extent that they arise from or relate to: (i) the use of the Software in any form or substance other than as provided by CCH hereunder and as required to be used by Customer hereunder; (ii) use of a superseded version of some or all of the Software if the infringement or violation would have been avoided or mitigated by the use of a subsequent version (and/or Update) of the Software that is provided to Customer; (iii) the modification of the Software by Customer or any third party not authorized in writing by CCH to do so; (iv) the use of the Software in combination with any intellectual property, services, reports, documentation, hardware, software, data or technology not supplied by CCH; or (v) any data or information, or other intellectual property supplied by Customer, an Authorized User or any third party.
- 8.2.3. If the Software becomes, or in CCH's opinion, is likely to become, the subject of a third party claim covered by CCH's indemnification obligations under subsection 8.2.1, then CCH may, in its sole discretion and at its sole cost and expense: (i) procure for Customer the right to continue using such Software; (ii) modify the infringing portion of the Software so as to render it non-infringing but still appropriate for its intended use under this Agreement; or (iii) replace the infringing portion of the Software with non-infringing items with substantially similar functionality. If CCH reasonably determines that none of the foregoing is commercially practicable, then CCH may elect to terminate this Agreement and grant Customer a refund of the Fees paid for the affected Software less an allocation for use made by Customer prior to the termination.
- 8.2.4. This Section 8.2 states CCH's entire liability and the sole and exclusive remedy of Customer, its employees, officers, directors and Affiliates and any Authorized User with respect to any actual or claimed infringement or other violation of any third party's intellectual property rights.
- 8.3. **Limited Warranty.** EXCEPT AS STATED IN SUBSECTION 8.1, THE SOFTWARE, SUPPORT, ELECTRONIC FILING AND ALL SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. CCH DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY

OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE, INCLUDING ELECTRONIC FILING. CCH DOES NOT WARRANT THAT USE OR OPERATION OF THE SOFTWARE OR ELECTRONIC FILING WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT ALL DEFECTS WILL BE CORRECTED OR THAT THE SOFTWARE WILL PROPERLY OPERATE ON ANY SPECIFIC OPERATING SYSTEM OR COMPUTER HARDWARE OR CONFIGURATIONS OR BEFORE OR AFTER ANY SPECIFIC DATE OR TIME PERIOD. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SOFTWARE AND CCH WILL HAVE NO LIABILITY THEREFOR.

**8.4 Limitation of Liability and Damages.** NEITHER PARTY (AND, IN THE CASE OF CCH, ITS AFFILIATES, CONSULTANTS, DISTRIBUTORS, AGENTS, SUBCONTRACTORS AND LICENSORS) WILL HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY (INCLUDING ANY CONTRACTOR, AGENT, AFFILIATE OR CLIENT OF CUSTOMER) FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE SOFTWARE, SUPPORT, ELECTRONIC FILING AND/OR ANY SERVICES PROVIDED HEREUNDER. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO ANY VIOLATION OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS SET FORTH HEREIN. THE TOTAL LIABILITY OF CCH AND ITS AFFILIATES, CONSULTANTS, DISTRIBUTORS, AGENTS, SUBCONTRACTORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE SOFTWARE, SUPPORT, ELECTRONIC FILING AND/OR ANY SERVICES PROVIDED HEREUNDER, FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES, SHALL NOT EXCEED THE TOTAL FEES PAID HEREUNDER BY CUSTOMER FOR THE SOFTWARE OR SERVICES GIVING RISE TO SUCH CLAIM IN THE TWELVE-MONTH PERIOD PRECEDING THE DATE SUCH CLAIM OR CAUSE OF ACTION FIRST AROSE. CCH is not an Insurer with regard to performance of the Software or otherwise. Customer agrees to assume the risk for: (a) all liabilities disclaimed by CCH herein, and (b) all alleged damages in excess of the amount of the limited remedy provided hereunder. The allocations of liability in this subsection 8.4 represent the agreed, bargained-for understanding of the parties and CCH's compensation hereunder reflects such allocations. THE LIMITATION OF LIABILITY AND TYPES OF DAMAGES STATED IN THIS AGREEMENT ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF LAWSUIT OR CLAIM A PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

**8.5 Internet Connectivity; Disclaimer.** Access to electronic filing and to Customer's Online Account(s) is made available by CCH (either itself or through a third party) via the Internet. Customer shall provide, at Customer's own expense, all necessary hardware, applications and Internet connectivity necessary for such access. Customer acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to electronic filing and/or to Customer's Online Account(s). Customer agrees that CCH is not in any way responsible for any interference with Customer's use of or access to electronic filing and/or to Customer's Online Account(s) arising from or attributable to the Internet and Customer waives any and all claims against CCH in connection therewith.

**8.6 Third Party Products.** The Software may contain code, content, features, functionality and components that are provided by third-parties. In addition, electronic filing and/or other products or services used in connection with the Software may be offered through CCH but will be provided by third-parties. Any such third-party products or services shall be provided "AS IS" without warranty of any kind by CCH. All rights and obligations with respect to any such third-party products or services shall be governed exclusively by the terms and conditions of agreements provided by suppliers of said third-party products and services and Customer hereby releases CCH from all liability and responsibility with respect thereto.

## 9. DISPUTE RESOLUTION

**9.1 Audit.** Upon CCH's written request, Customer must furnish CCH with a signed certificate verifying that Customer's use of the Software is (a) in compliance with the terms of this Agreement, (b) only at the Designated Office(s) and (c) only by Authorized Users and to the extent permitted herein, Clients. At its expense, CCH may, itself or by third party agents, audit Customer's compliance with the requirements of this Agreement. Any such audit will be conducted not more than once per calendar year and during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. During any such audit CCH and its designees may have access to Customer's computer systems and records and conduct forensic reviews thereof and may interview any of Customer's current and former employees and contractors. If CCH determines that Customer has not paid the appropriate Fees, Customer will be invoiced for such Fees, plus an additional 1.5% monthly interest rate, or the maximum lawful amount, of the unpaid Fees (dating back to the time when such Fees should have been paid). Customer shall pay (directly or by reimbursing CCH) the reasonable cost of the audit if the audit detects unpaid Fees that exceed five percent (5%) of the total Fees actually paid for the period so audited. This right shall not limit or preclude any additional remedies available to CCH provided by law or equity.

**9.2. Limitations Period.** Except for collection actions which may be brought by CCH within the applicable statute of limitations period at any time and without limiting claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this Agreement, any Order Form, or the subject matter hereof or thereof, whether based on contract, tort (including negligence) or otherwise, must be commenced within one year from the date such claim or cause of action first arose.

**9.3. Reserved.**

**9.4. Waiver of Jury Trial.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY ORDER FORM OR THE SUBJECT MATTER HEREOF OR THEREOF.

**9.5. Reserved.**

**9.6. Remedies.** Customer acknowledges that the Software and other proprietary information of CCH are unique and that, in the event of any breach of this Agreement by Customer, CCH may not have an adequate remedy at law, and will be entitled to seek injunctive or other equitable relief without the necessity of proving actual damages. Unless specifically stated otherwise elsewhere in this Agreement, the various rights, options, elections, powers and remedies of a party or parties to this Agreement shall be construed as cumulative and no one of them exclusive of any others or of any other legal or equitable remedy, which said party or parties might otherwise have in the event of breach or default in the terms hereof.

**9.7. Notices.** All notices, demands, consents or requests given by a party hereto must be in writing and sent by delivery via a third party, nationally recognized tracked express mail service, postage prepaid, addressed to either Customer's billing address or CCH Incorporated, Attn: Software Sales, 2050 W 190th St, Torrance, CA 90504-6220 with a copy to CCH Incorporated, Attn: Legal, 2700 Lake Cook Rd, Riverwoods, IL 60015. Customer agrees to always provide CCH with Customer's most current contact information, including Customer's address, phone number, fax number and e-mail address.

**9.8. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be, to the maximum extent permitted by applicable law, construed or limited, and/or deemed replaced by a revised provision, to the extent (and only to the extent) necessary to render it valid, legal and enforceable and, as nearly as possible, to reflect and achieve the parties' intentions in agreeing to the original provision. If it is not possible to so construe, limit or reform any such provision, then the invalid, illegal or unenforceable provision shall be severed from this Agreement. In any event, the remaining provisions of this Agreement shall be unaffected thereby and shall continue in full force and effect.

**9.9. Waiver.** A party's failure or delay to require compliance with any term of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by the party of such term or right. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, shall operate as a waiver or legally bar a party from enforcing any right, remedy or condition. All waivers must be made in writing and signed by the waiving party and any such waiver on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

## 10. CONFIDENTIALITY

**10.1. Nonuse and Nondisclosure.** Customer and CCH agree that during the term hereof and for four (4) years after termination or expiration of this Agreement, or for such longer period as may be required by applicable law or regulation (e.g., IRS regulations), all non-public information furnished or disclosed to the other pursuant to this Agreement, including the terms of Customer's Order Form(s), proprietary information within the Software, Customer Data and any discussions between the parties regarding other potential business relationships (the "Confidential Information"), shall be held in strict confidence by the other party, and will not be used other than as provided herein or made available or disclosed to any third party without the other party's prior written consent. Each party also agrees to restrict dissemination of such Confidential Information to only those employees or third-party consultants or service providers who have a need to know such Confidential Information to perform the obligations under this Agreement. Each party will be deemed to have fulfilled its confidentiality obligations under this Section 10 if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care).

**10.2. Personally Identifiable Information.** Notwithstanding anything in

subsection 10.1 to the contrary, Customer authorizes CCH to transmit the personally identifiable information ("PII") of the taxpayer Clients of Customer as submitted to CCH by Customer to taxing authorities, as well as to third-party service providers that CCH may use in conjunction with the services it renders hereunder, subject to applicable laws and regulations, including Internal Revenue Code Section 7216.

10.3. **Exceptions.** Notwithstanding the above restrictions, neither party will have any obligation for any nonuse or nondisclosure of Confidential Information which (a) is now or subsequently enters the public domain through means other than disclosure by a party hereto in breach of the terms of this Agreement; (b) is lawfully obtained from a third party without an obligation of confidentiality; (c) is independently developed by such party or is already lawfully in the possession of the receiving party free of any obligation of confidence to the other party; or (d) is intended or aimed at detecting or reporting suspicious or fraudulent tax returns and/or possible fraudulent activity. Furthermore, the confidentiality obligations herein will not restrict disclosure of information required to be disclosed by law, by court order or by order of any government or administrative tribunal having jurisdiction over the recipient, provided that the recipient must, to the extent legally permitted, notify the disclosing party of any such requirement prior to disclosure in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure, and the recipient will reasonably cooperate with the disclosing party's efforts to obtain such protective order.

10.4. **Expiration.** Subject to Section 5.3, upon termination or expiration of this Agreement, both parties agree to destroy all copies of written Confidential Information. Notwithstanding any of the foregoing, CCH shall be entitled to keep copies of Confidential Information (i) preserved or recorded in any computerized data storage device or component (including any hard drive or database) or saved automatically to standard back-up or archival systems, and/or (ii) as required by applicable law or regulation; provided, that such Confidential Information shall remain subject to the confidentiality requirement of this Section 10. The disclosing party will retain all proprietary rights to the information it discloses hereunder, regardless of the expiration of the obligations under this Section 10.

#### 11. MISCELLANEOUS

11.1. **Entire Agreement.** This Agreement, along with the Order Form(s), and any other terms otherwise published by CCH outside of this Agreement, constitutes the entire and exclusive agreement, understanding and representation, express or implied, between Customer and CCH with respect to the subject matter hereof; it is the final expression of that agreement and understanding, and it supersedes all prior agreements and communications between the parties (including all oral and written proposals) with respect to said subject matter. In the event of a conflict, this Agreement will control, then the Order Form, and then any other terms provided by CCH, unless CCH explicitly acknowledges and upholds the particular conflict in such other document. Oral statements made about the Software, Support, electronic filing and/or any Services will not constitute warranties, will not be relied on by Customer, and will not be binding or enforceable. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by CCH and Customer after reasonable opportunity to accept or reject such supplement, modification or amendment, provided that CCH may supplement this Agreement if such supplement is a clarification or is otherwise not adverse to Customer. CCH reserves the right to revise this Agreement from time to time in its discretion, provided that any such revisions shall not be effective with respect to Customer until the commencement of Customer's next renewal term, if any.

11.2. **No Construction Against Drafter.** Each of the parties hereto acknowledge that they have had the opportunity to be represented by independent counsel of their choice prior to entering into this Agreement and any Order Form hereunder. As a consequence, the parties agree that in construing this Agreement and/or any Order Form hereunder, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.

11.3. **Evaluation Use of Software.** If Customer is using any CCH software on a trial, demonstration or evaluation basis, then this Agreement will govern such use by Customer except as modified by this subsection 11.3. Software provided to Customer for trial, demonstration or evaluation purposes shall only be used at one authorized location for a limited period of time. Certain functionality of such software may be disabled or restricted. Commercial use of such software is not authorized, is outside the scope of this Agreement, and is a violation of U.S. and international copyright laws. Customer is required to remove any trial, evaluation or demonstration copies of software from any and all Customer equipment upon the conclusion of the trial, evaluation or demonstration and to destroy or promptly return such copies to CCH. Customer must purchase a License from CCH before using the Software for commercial purpose. The following sections of this Agreement shall not apply to Customer's use of any software provided on a trial, demonstration or evaluation basis: subsections 2.1, 2.2, 8.1 and 8.2, and

#### Sections 3, 4 and 5.

11.4. **Force Majeure.** Neither party hereto shall be held liable for the failure to perform any obligation, or for the delay in performing any obligation, arising out of or connected with this Agreement if such failure or delay results from or is contributed to by any cause beyond the reasonable control of such party including failures or delays caused by the act or omission of any governmental authority, fire, flood, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or internet services, vandals, hackers or other event beyond such party's reasonable control.

11.5. **Export Restrictions.** Customer is advised that the Software is subject to the U.S. Export Administration Regulations and diversion contrary to U.S. law and regulation is prohibited. Customer agrees to not directly or indirectly export, import or transmit the Software to any country, end user or for any end use that is prohibited by any applicable U.S. regulation or statute (including to those countries embargoed from time to time by the U.S. government or the United Nations). Additionally, Customer agrees to not directly or indirectly export, import, transmit or use the Software contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission or use. Customer represents and agrees that neither the United States Bureau of Industry and Export Administration nor any other governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's export privileges.

11.6. **Modification/Replacement of Software.** CCH reserves the right, in its sole discretion and without first consulting with Customer, to discontinue or modify the Software for any reason. However, if the Software is discontinued during the term of a License granted hereunder, then CCH will, in its discretion, either: (a) continue to provide Support for the discontinued Software for the remainder of the then current License term; (b) provide a pro-rata refund of the License Fees paid for the discontinued Software; or (c) replace the discontinued Software for the duration of the License term with a successor product having equal or greater functionality (with CCH reserving the right to charge extra Fees for any such greater functionality). If Customer purchases Software that is discontinued prior to its shipment to Customer, CCH will provide Customer a refund of the Fees paid toward such Software.

11.7. **No Third-Party Beneficiary.** No third party is intended to be or shall be a third-party beneficiary of any provision under this Agreement. CCH and Customer shall be the only parties entitled to enforce the rights set out in this Agreement.

11.8. **Data Transmission Notification.** Customer's use of the Software and/or electronic filing may transmit to CCH's servers various information relating to how Customer and its Authorized Users use the Software and/or the electronic filing services, as well as general information about Customer's and its Authorized Users' computer system from which CCH's servers are being accessed (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version), as well as certain records that Customer has created while using the Software, including those that Customer did not otherwise transmit to the IRS. CCH may use this information for purposes of improving, enhancing or further developing the Software and/or the electronic filing services, for internal quality assurance and software error checking, to assist users with multiple offices and as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement. CCH shall keep this information confidential in accordance with Article 10 hereof.

11.9. **Assignment** Neither this Agreement, the License(s) granted hereunder nor the Software may be sublicensed, assigned, sold, hypothecated, or transferred by Customer without the prompt notification to and prior written consent of CCH, which shall not be unreasonably withheld in the case of an internal restructuring involving Customer unrelated to a change in ownership. In the event of a merger or acquisition, Customer and CCH will reasonably cooperate with one another to re-evaluate the new combined Software needs of Customer and CCH will determine any necessary or appropriate modifications to this Agreement and pricing structure. In the event that Customer merges with or acquires a current customer using Software (hereinafter "Acquired CCH Customer"):

- The Acquired CCH Customer's agreement will continue unaffected through the end of the then-current year of the term of the Acquired CCH Customer's agreement ("End Date"); and
- Customer and CCH will re-evaluate the new combined needs and implement any changes, including adjusted pricing, effective following the End Date.

Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement without the prior written consent of CCH shall automatically terminate the rights granted hereunder and shall be void and of no effect. Customer agrees that CCH's retention of these contractual and other legal rights is an essential part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this CCH ProSystemfx Master Agreement through their duly authorized representatives the day and year first above written.

CCH Incorporated

Warren County

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name -- typed or printed)

\_\_\_\_\_  
(Name -- typed or printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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

# Resolution

Number 20-1552

Adopted Date November 03, 2020

APPROVE AND AUTHORIZE THE BOARD TO ENTER INTO MEDIA CONVERSION AGREEMENT WITH FIDLAR TECHNOLOGIES ON BEHALF OF THE WARREN COUNTY RECORDER

BE IT RESOLVED, to approve and authorize the Board to enter into a Media Conversion Agreement with Fidlar Technologies on behalf of the Warren County Recorder; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/tad

cc: C/A—Fidlar Technologies  
Recorder (file)



# **Warren County, OH**

## Media Conversion Agreement

**Greg Sullivan**  
**Partner Relationship Manager**  
**Office: (563) 345-1280**  
**Mobile: (309) 737-9375**  
**Email: [gregs@fidlar.com](mailto:gregs@fidlar.com)**

# Warren County, OH

## Statement of Work

Book Type	Range	# of Books
Atlas	1875, 1891, 1903	3
Lease	LR1 thru LR16 (2 Books for LR7)	17
Miscellaneous	MR1, MR2	2
MRS Index Books	2N-A thru 5N-A	9
Power of Attorney	0-8	9
Transcribed Records	Index, TR1, TR2	3
Virginia Military Survey Books	Various	7
Subdivision Flip Chart		1
Warranty Deeds	Various	
DRIVE SPACE REQUIRED: 315GB		





## Warren County, OH Media Conversion Agreement

August 28<sup>th</sup>, 2020

Warren County Recorder  
Ms. Linda Oda  
406 Justice Drive  
Lebanon, OH 45036

Dear Linda,

The following provides the details of your upcoming scanning agreement.

As your current Land Records software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidar image database.

Fidar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for the inspection, cropping, grouping and naming of the appropriate pages of each book into individual documents, and importing all specified book records into your Fidar AVID/Laredo system.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidar. We look forward to adding additional value to your office, your constituents, and your abstract and title searchers.

Sincerely,

Greg Sullivan  
Partner Relationship Manager  
Fidar Technologies  
Office: 563-345-1280  
Mobile: 309-737-9375  
Email: [gregs@fidlar.com](mailto:gregs@fidlar.com)



## Investment Summary: Fidlar Services Description

✓ ***Border Removal, & Image Inspection***

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state.

✓ ***Grouping/Naming of Images***

The images will be grouped into unique documents and named with the appropriate document number. The accuracy of grouping/naming is 99.9%. Fidlar will provide the county with Grouper. Grouper will offer the county the ability to manipulate images returned from their imaging project for cleanup purposes: moving, copying, splitting and deleting images.

Images that cannot be corrected using Grouper, will be done so at no additional cost to the county.

✓ ***Project Resources Management & Import***

Fidlar utilizes many resources in the management of the complete project from start to finish. This includes coordinating and scheduling all project resources, importation of all document images and document number index files into your Fidlar system, and configuring your Fidlar system for immediate access to newly imported documents via Laredo, Tapestry, and AVID. The imported documents will also be made available for back indexing in AVID if desired.



## Estimated Investment Summary: Professional Services Rendered

In exchange for products and services outlined in this Professional Services Agreement, Warren County agrees to pay Fidlar Technologies the total amount due in the following payment schedule:

✓ <b>Image Processing</b>	<b>\$12,544.08</b>
○ <b>Image Enhancements &amp; Grouping/Naming of Images</b>	
✓ <b>Book &amp; Page Location Index</b>	<b>\$877.04</b>
✓ <b>Project Resource Management &amp; Import</b>	<b>\$1,459.04</b>

**TOTAL INVESTMENT** **\$14,880.16**

**\*\*Total Investment is based on estimated quantities. Final invoice will reflect actual quantities.**

### Billing Milestones

1. 50 % due upon signing of this Professional Services Agreement.  
\$ 7,440.08
2. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Recorder if the total investment exceeds the estimate.  
\$ 7,44.08 (\*\*Estimated)

\*\* Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery.

- These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.



Warren County, OH Media Conversion Agreement

**Schedule "A" – Media Conversion Project**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2020, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and WARREN COUNTY, OH (the "CLIENT").

**RECITALS**

---

- A. FIDLAR provides various image archival services, all of which are hereinafter referred to as "ARCHIVAL SERVICES."
- B. CLIENT desires to purchase from FIDLAR image archival services for the purpose of indexing and imaging documents electronically.

**TERMS OF AGREEMENT**

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

**ARTICLE I - GENERAL TERMS**

- 1.1 ARCHIVAL SERVICES: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, image archival service(s) described in the Image Archival Services Statement of Work, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the services.
- 1.2 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the image archival services at the conclusion of the project referenced in the Image Archival Services Statement of Work. If CLIENT notifies FIDLAR of a material problem with the services within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the services upon completion of installation and testing.



## **Warren County, OH Media Conversion Agreement**

- 1.3 DELIVERY: FIDLAR will deliver the image archival services to CLIENT at CLIENT'S facility located at:

Warren County Recorder  
Ms. Linda Oda  
406 Justice Drive  
Lebanon, OH 45036

### **ARTICLE II – SERVICES PERFORMED**

- 2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty.
- 2.2 All images, film, documents, books and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the CLIENT whether executed by or for FIDLAR for CLIENT and all such documents and copies thereof shall be returned or transmitted to CLIENT forth with upon CLIENT termination or completion of the work under this Agreement.

### **ARTICLE III**

- 3.1 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party unless release of such information to a third party is required under Ohio Public Records Law.
- 3.2 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item.
- 3.3 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.



## Warren County, OH Media Conversion Agreement

- 3.4 NOTICES: Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.
- a. Notice to FIDLAR: Fidlar Technologies, Inc.  
350 Research Parkway  
Davenport, IA 52806  
Attn: Ernest Rikken, President
- b. Notice to CLIENT: Ms. Linda Oda  
406 Justice Drive  
Lebanon, OH 45036
- 3.5 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.6 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Ohio.
- 3.7 BINDING EFFECT: This Agreement shall inure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.8 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 3.9 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.10 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto.



**Warren County, OH Media Conversion Agreement**

and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.



**Warren County, OH Media Conversion Agreement**

This Agreement has been executed by the parties as of the aforementioned date.

**ACCEPTANCE AND AUTHORIZATION:**

Warren County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Warren County agrees to pay Fidlar Technologies, the total amount due within 30 days from the date of invoice.

**ACCEPTED:**

Ms. Linda Oda  
Warren County, IN  
406 Justice Drive  
Lebanon, OH 45036

Print Linda Oda

Signature [Handwritten Signature]

Title Recorder

Date 10-30-2020

**ACCEPTED:**

Fidlar Technologies  
350 Research Parkway  
Davenport, IA 52806

Print Alex Rigger

Signature [Handwritten Signature]

Title Director

Date 10/28/2020

**ACCEPTED:**

Warren County Board of Commissioners

Signature [Handwritten Signature]

Date 11/03/2020

Resolution No. 20-1552

**APPROVED AS TO FORM**

[Handwritten Signature]  
Keith W. Anderson  
Asst. Prosecuting Attorney







# **Warren County, OH**

## Media Conversion Agreement

**Greg Sullivan**  
**Partner Relationship Manager**  
**Office: (563) 345-1280**  
**Mobile: (309) 737-9375**  
**Email: [gregs@fidlar.com](mailto:gregs@fidlar.com)**

# Warren County, OH

## Statement of Work

Book Type	Range	# of Books
Lease	Vols. 1-16 (Bk 1 & 2 have 2 books each)	18
Miscellaneous	Vols. 1-2	2
Power of Attorney	Vols. 0-8	9
Transcribed Records	Vol. 1 ( Bk 1 has 2 parts)	2
Certificate of Release	Vols. 1-44	44
Registered Land Deeds	Vol. 1	6

\*\*DRIVE SPACE REQUIRED: 5.13GB



## Warren County, OH Media Conversion Agreement

October 13th, 2020

Warren County Recorder  
Ms. Linda Oda  
406 Justice Drive  
Lebanon, OH 45036

Dear Linda,

The following provides the details of your upcoming scanning agreement.

As your current Land Records software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidar image database.

Fidar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for the inspection, cropping, grouping and naming of the appropriate pages of each book into individual documents, and importing all specified book records into your Fidar AVID/Laredo system.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidar. We look forward to adding additional value to your office, your constituents, and your abstract and title searchers.

Sincerely,

Greg Sullivan  
Partner Relationship Manager  
Fidar Technologies  
Office: 563-345-1280  
Mobile: 309-737-9375  
Email: [gregs@fidlar.com](mailto:gregs@fidlar.com)



## Investment Summary: Fidlar Services Description

✓ ***Border Removal, & Image Inspection***

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state.

✓ ***Grouping/Naming of Images***

The images will be grouped into unique documents and named with the appropriate document number. The accuracy of grouping/naming is 99.9%. Fidlar will provide the county with Grouper. Grouper will offer the county the ability to manipulate images returned from their imaging project for cleanup purposes: moving, copying, splitting and deleting images.

Images that cannot be corrected using Grouper, will be done so at no additional cost to the county.

✓ ***Project Resources Management & Import***

Fidlar utilizes many resources in the management of the complete project from start to finish. This includes coordinating and scheduling all project resources, importation of all document images and document number index files into your Fidlar system, and configuring your Fidlar system for immediate access to newly imported documents via Laredo, Tapestry, and AVID. The imported documents will also be made available for back indexing in AVID if desired.



## Estimated Investment Summary: Professional Services Rendered

In exchange for products and services outlined in this Professional Services Agreement, Warren County agrees to pay Fidar Technologies the total amount due in the following payment schedule:

✓ <b>Image Processing</b>	<b>\$10,300.73</b>
○ <b>Image Enhancements &amp; Grouping/Naming of Images</b>	
✓ <b>Book &amp; Page Location Index</b>	<b>\$1,436.58</b>
✓ <b>Project Resource Management &amp; Import</b>	<b>\$1,436.58</b>

**TOTAL INVESTMENT** **\$13,173.89**

**\*\*Total Investment is based on estimated quantities. Final invoice will reflect actual quantities.**

### Billing Milestones

1. 50% due upon signing of this Professional Services Agreement.  
    \$ 6,586.95
2. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Recorder if the total investment exceeds the estimate.  
    \$ 6,586.94 (\*\*Estimated)

\*\* Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.



**Warren County, OH Media Conversion Agreement**

**Schedule "A" – Media Conversion Project**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2020, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and WARREN COUNTY, OH (the "CLIENT").

**RECITALS**

---

- A. FIDLAR provides various image archival services, all of which are hereinafter referred to as "ARCHIVAL SERVICES."
- B. CLIENT desires to purchase from FIDLAR image archival services for the purpose of indexing and imaging documents electronically.

**TERMS OF AGREEMENT**

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

**ARTICLE I - GENERAL TERMS**

- 1.1 ARCHIVAL SERVICES: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, image archival service(s) described in the Image Archival Services Statement of Work, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the services.
- 1.2 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the image archival services at the conclusion of the project referenced in the Image Archival Services Statement of Work. If CLIENT notifies FIDLAR of a material problem with the services within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the services upon completion of installation and testing.



**Warren County, OH Media Conversion Agreement**

- 1.3 DELIVERY: FIDLAR will deliver the image archival services to CLIENT at CLIENT'S facility located at:

Warren County Recorder  
Ms. Linda Oda  
406 Justice Drive  
Lebanon, OH 45036

**ARTICLE II – SERVICES PERFORMED**

- 2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty.
- 2.2 All images, film, documents, books and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the CLIENT whether executed by or for FIDLAR for CLIENT and all such documents and copies thereof shall be returned or transmitted to CLIENT forth with upon CLIENT termination or completion of the work under this Agreement.

**ARTICLE III**

- 3.1 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party unless release of such information to a third party is required under Ohio Public Records Law.
- 3.2 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item.
- 3.3 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.



## Warren County, OH Media Conversion Agreement

- 3.4 NOTICES: Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.
- a. Notice to FIDLAR: Fidlar Technologies, Inc.  
350 Research Parkway  
Davenport, IA 52806  
Attn: Ernest Rikken, President
- b. Notice to CLIENT: Ms. Linda Oda  
406 Justice Drive  
Lebanon, OH 45036
- 3.5 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.6 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Ohio.
- 3.7 BINDING EFFECT: This Agreement shall inure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.8 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 3.9 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.10 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto.





**Warren County, OH Media Conversion Agreement**

and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.



**Warren County, OH Media Conversion Agreement**

This Agreement has been executed by the parties as of the aforementioned date.

**ACCEPTANCE AND AUTHORIZATION:**

Warren County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Warren County agrees to pay Fidlar Technologies, the total amount due within 30 days from the date of invoice.

**ACCEPTED:**

Ms. Linda Oda  
Warren County, IN  
406 Justice Drive  
Lebanon, OH 45036

Print Linda A Oda  
Signature [Signature]  
Title Recorder  
Date 10-30-2020

**ACCEPTED:**

Fidlar Technologies  
350 Research Parkway  
Davenport, IA 52806

Print Alex Rigger  
Signature [Signature]  
Title Director  
Date 10/28/2020

**ACCEPTED:**

Warren County Board of Commissioners

Signature [Signature]  
Date 11/03/2020  
Resolution No 20-1552

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



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

# Resolution

Number 20-1553

Adopted Date November 03, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

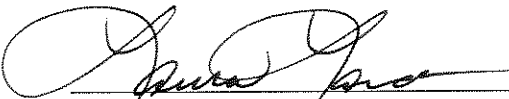
BE IT RESOLVED, to acknowledge payment of bills from 10/27/20 and 10/29/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

/tao

cc: Auditor ✓

# Resolution

Number 20-1555

Adopted Date November 03, 2020

APPROVE BOND RELEASE FOR SAVANNAH FARMS LLC FOR COMPLETION OF IMPROVEMENTS IN SAVANNAH FARMS PHASE I SITUATED IN CLEARCREEK TOWNSHIP

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

## EROSION CONTROL PERFORMANCE BOND RELEASE

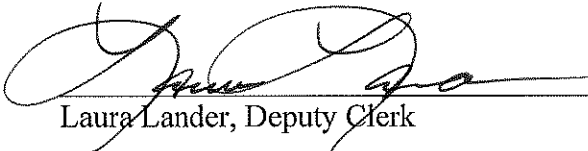
Bond Number	:	N/A
Development	:	Savannah Farms, Phase I
Developer	:	Savannah Farms LLC
Township	:	Clearcreek
Amount	:	\$56,681.30
Surety Company	:	First Financial Bank (820112461)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

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

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

# Resolution

Number 20-1556

Adopted Date November 03, 2020

APPROVE BOND RELEASE FOR HDC II LLC FOR COMPLETION OF IMPROVEMENTS  
IN GREYCLIFF LANDING, SECTION 5 SITUATED IN FRANKLIN TOWNSHIP

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

EROSION CONTROL PERFORMANCE BOND RELEASE

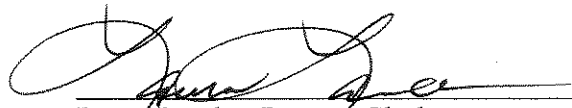
Bond Number	:	N/A
Development	:	Greycliff Landing, Section 5
Developer	:	HDC II LLC
Township	:	Franklin
Amount	:	\$7,406.75
Surety Company	:	Civista Bank Cashier's Check #1246885

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Developer  
OMB – S. Spencer  
Soil & Water (file)  
Bond Agreement file

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

# Resolution

Number 20-1557

Adopted Date November 03, 2020

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR SAVANNAH FARMS, LLC FOR COMPLETION OF IMPROVEMENTS IN SAVANNAH FARMS SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE


Bond Number	: 17-007 (P)
Development	: Savannah Farms
Developer	: Savannah Farms, LLC
Township	: Clearcreek
Amount	: \$88,734.07
Surety Company	: First Financial Bank (LOC#820112989)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Savannah Farms, LLC, Attn: Adam Sweeney, 8534 Yankee St., Dayton, OH 45458  
First Financial Bank, 300 High St., Hamilton, OH 45011  
Engineer (file)  
Bond Agreement file

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

# Resolution

Number 20-1558

Adopted Date November 03, 2020

APPROVE RAINEY ROAD AND LUCY LANE IN SAVANNAH FARMS FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Rainey Road and Lucy Lane has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
0936-T	Rainey Road	5'-24'-5'	0.107
0946-T	Lucy Lane	5'-24'-5'	0.288

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Clearcreek Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
Laura Lander, Deputy Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file

**CONSENT AND DEDICATION:**

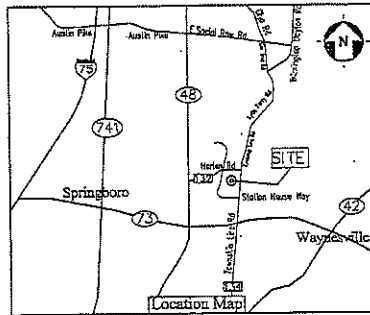
WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIENHOLDERS OF THE LANDS HERIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

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

ANY "PUBLIC WATERLINE EASEMENT" AS SHOWN ON THIS PLAT IS GRANTED IN FAVOR OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS. THE EASEMENT GRANTS WARREN COUNTY, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, AND REMOVE WATERLINES, AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THEREON, TO THE FREE USE OF SAID EASEMENTS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED FOR PUBLIC USE FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF OTHER OVERHEAD OR UNDERGROUND FACILITIES; (2) MODIFY THE AMOUNT OF COVER OVER THE UTILITY LINES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO: WARREN COUNTY COMMISSIONERS, WARREN CABLE COMPANY, INC., DAYTON POWER & LIGHT COMPANY, VILLAGE OF WAYNESVILLE WATER, AND EMBARC TELEPHONE.

**SAVANNAH FARMS**  
CONTAINING 30.7031 ACRES  
INCLUDING PARCEL A OF THE REPLAT OF FRIENDLY ACRES, P.B.S PG.97  
LOCATED IN:  
**SECTION 19, TOWN 3 EAST, RANGE 5 NORTH M.R.s.**  
CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO



**CERTIFICATE OF NOTARY PUBLIC**

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:  
OWNER: SAVANNAH FARMS, LLC AN OHIO LIMITED LIABILITY COMPANY  
WITNESS: *Amber Meadows* SIGNATURE: *Sherry Cakes*  
WITNESS: *Amber Meadows* SIGNATURE: *Sherry Cakes - Manager*  
WITNESS: *Capri M. Harkins* PRINTED NAME AND TITLE

STATE OF OHIO DO: I, CLARENCE J. HARRIS, CLERK OF THE COUNTY OF WARREN, DO HEREBY CERTIFY THAT ON THIS 20th DAY OF March, 2017, A.D. BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONS *Sherry Cakes, LLC*, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS/HER VOLUNTARY ACT AND DEED.

IN WITNESS WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.  
NOTARY PUBLIC: *Clarence J. Harris* MY COMMISSION EXPIRES: 9/11/21



**WARREN COUNTY REGIONAL PLANNING COMMISSION:**

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 20th DAY OF April, 2017.

**CLEARCREEK TOWNSHIP ZONING:**

I HEREBY APPROVE THIS PLAT ON THIS 20th DAY OF March, 2017.  
CLEARCREEK TOWNSHIP ZONING INSPECTOR

**COUNTY AUDITOR:**

TRANSFERRED ON THIS 12th DAY OF April, 2017.  
BY: *Kevin Coogan* COUNTY AUDITOR

**COUNTY RECORDER:**

FILE NO. 2017-01157  
RECORDED ON THIS 12th DAY OF April, 2017, AT 3:47 PM.  
RECORDED IN PLAT BOOK NO. 28 ON PAGE 1077.  
BY: *Heidi J. Coogan* COUNTY RECORDER

**COUNTY COMMISSIONERS:**

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY DEDICATE THE RIGHT-OF-WAY FOR THIS ON THIS 11th DAY OF April, 2017.

COMMISSIONERS:  
*Sherry Cakes*  
*Sherry Cakes*  
*Sherry Cakes*

**WATER & SEWER DEPARTMENT:**

I HEREBY APPROVE THIS PLAT ON THIS 17th DAY OF April, 2017.  
WARREN COUNTY SANITARY ENGINEER

**COUNTY HEALTH DISTRICT:**

I HEREBY APPROVE THIS PLAT ON THIS 10th DAY OF April, 2017.  
WARREN COUNTY HEALTH COMMISSIONER

**COUNTY ENGINEER:**

I HEREBY APPROVE THIS PLAT ON THIS 6th DAY OF APRIL, 2017.  
WARREN COUNTY ENGINEER

**DRAINAGE STATEMENT:**

UNLESS OTHERWISE INDICATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS ALONG THE LOT LINES SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS. WHERE THE EASEMENTS OR STRUCTURES, PLANNING, FENCING, CULVERTS, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE, THERE ARE EASEMENTS SHOWN ON THIS PLAT FOR THE SOLE PURPOSE OF STORM DRAINAGE AND DESIGNATED AS "DRAINAGE EASEMENTS".

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, DITCHES OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 358.04 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE COMPLETION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE CHANNELS WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THIS ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF THE STORM MAINS AND CULVERTS FOR DRIVEWAYS. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNERS MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

**ACERAGE SUMMARY**

D/A 05-19-200-092 30.703 ac.  
15 LOTS: 27,1072 AC.  
RIGHT-OF-WAY: 3,5959 AC.

LOT #1	1,7837 ACRES	05-19-200-094
LOT #2	1,7353 ACRES	05-19-200-095
LOT #3	1,8939 ACRES	05-19-200-096
LOT #4	1,8947 ACRES	05-19-200-097
LOT #5	1,7238 ACRES	05-19-200-098
LOT #6	1,7329 ACRES	05-19-200-099
LOT #7	2,0480 ACRES	05-19-200-100
LOT #8	2,0215 ACRES	05-19-200-101
LOT #9	1,7311 ACRES	05-19-200-102
LOT #10	1,7263 ACRES	05-19-200-103
LOT #11	1,7561 ACRES	05-19-200-104
LOT #12	1,7188 ACRES	05-19-200-105
LOT #13	1,7481 ACRES	05-19-200-106
LOT #14	1,8502 ACRES	05-19-200-107
LOT #15	1,8848 ACRES	05-19-200-108

R/W 05-19-200-003 3,5959 ac.

No Rem.  
4-12-2017 DWB

**ROADWAY SUMMARY**

RAINEY ROAD: 593.81 FEET  
LUCY LANE: 1,519.71 FEET

**NOTE:**

1. THE HOME OWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER STRUCTURES, DETENTION/RETENTION BASINS AND SUMP MAINS.
2. DRIVEWAY CULVERT PERMITS ARE REQUIRED FOR ADDRESS NUMBERS TO BE ISSUED.

**DEVELOPER**  
Savannah Farms, LLC  
8534 Yankee Street  
Dayton, OH 45458  
(937) 438-3687

**Calibre Engineering**  
10534-B Success Lane  
Centerville, OH 45458  
937.885.9380  
Fax.885.9361  
CalibreEng@aol.com



1/2

OCT 24, 2014

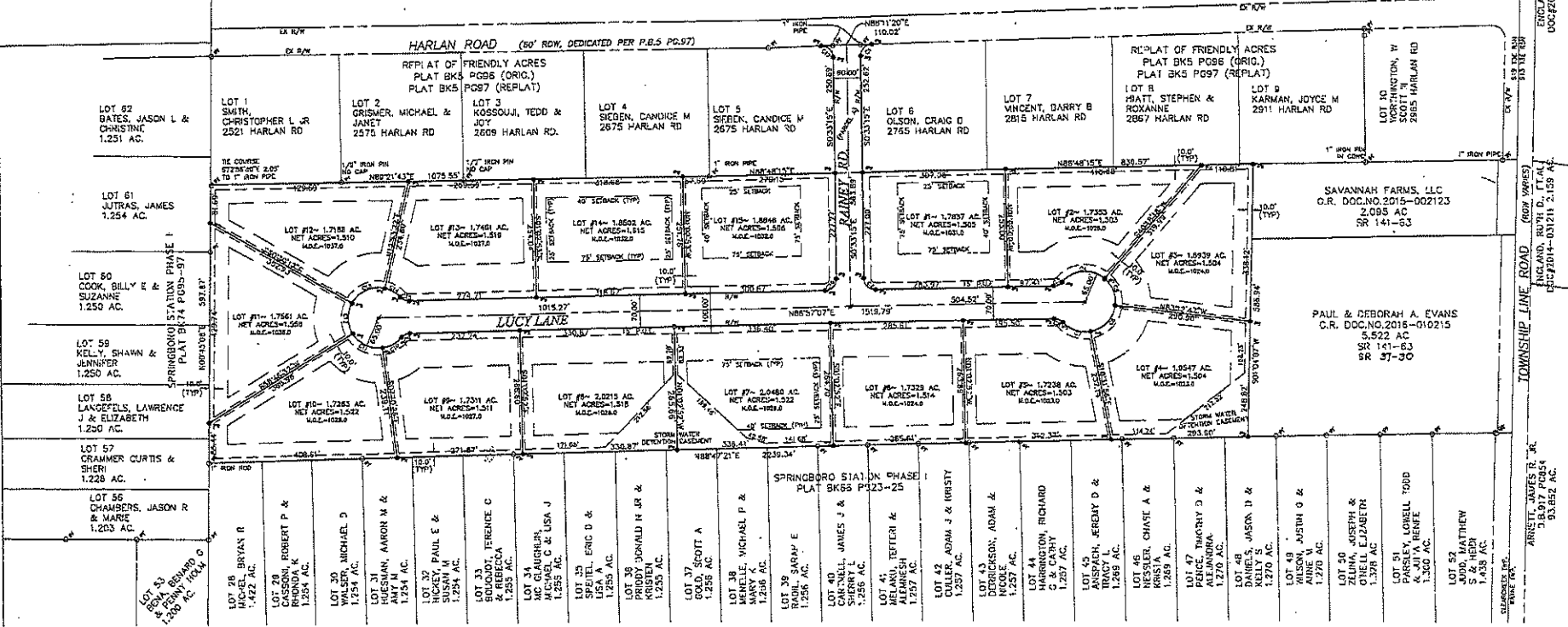
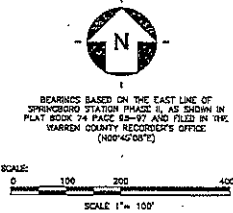
95/10



**LEGEND**

MONUMENT FOUND	△	NO SPIKE FOUND	△
OLD IRON PILE FOUND	□	NO SPIKE TO BE SET	△
IRON PIPE FOUND	○	W/O NAIL SET	△
IRON PIPE FOUND	○	W/O NAIL FOUND	△
5/8" IRON PIPE TO BE SET WITH AN "IRON ROSE" CAP	⊗	BENCHMARK	⊕

**SAVANNAH FARMS**  
 CONTAINING 30.7031 ACRES  
 INCLUDING PARCEL A OF THE REPLAT OF FRIENDLY ACRES, P.B.S PG.97  
 LOCATED IN:  
 SECTION 19, TOWN 3 EAST, RANGE 5 NORTH M.R.S.  
 CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO



CURVE TABLE					
CURVE LENGTH	RADIUS	DELTA ANGLE (CHORD)	DIRECTION	CHORD LENGTH	
C1	38.72	89.42-92.58	S42°49'30\"	34.97	
C2	22.49	28.09	90°	33.81	
C3	31.29	83.92	S45°48'34\"	28.41	
C4	28.41	85.97	S41°20'27\"	61.44	
C5	64.24	63.69	34°32'27\"	61.64	
C6	82.43	63.59	78°40'29\"	72.84	
C7	105.72	63.29	37°42'29\"	64.29	
C8	212.31	25.24	48°11'29\"	28.41	
C9	212.31	25.24	48°11'29\"	28.41	
C10	47.73	63.39	43°32'47\"	46.66	
C11	74.28	63.89	63°26'38\"	54°11'37\"	70.76
C12	148.56	63.89	69°49'11\"	309°31'34\"	68.71
C13	23.25	63.92	72°27'31\"	54°11'37\"	72.49
C14	38.86	64.07	34°17'30\"	105°27'34\"	30.28
C15	81.27	64.27	48°11'29\"	364°37'31\"	86.41
C16	79.28	64.27	48°11'29\"	364°37'31\"	86.27
C17	39.82	64.27	48°11'29\"	364°37'31\"	25.34

**SURVEYOR'S CERTIFICATE AND DEED REFERENCE:**  
 SITUATED IN SECTION 19 TOWNSHIP 3 EAST RANGE 5 NORTH M.R.S. CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 30.7031 ACRES AND BEING THE SAME TRACT AS CONVEYED TO SAVANNAH FARMS, LLC AS DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORD DOCUMENT NO. 2015-002123, WARREN COUNTY, OHIO.

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND CORRECT SURVEY MADE BY ME IN AUGUST 2014, UPDATED IN JANUARY 2017, AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN.



ERIC W. HARPER, P.E., P.S.  
 OHIO REGISTERED SURVEYOR NO. 80310  
 DATE 1/2/17

**DEVELOPER**  
 Savannah Farms, LLC  
 834 Yankee Street  
 Dayton, OH 45458  
 (513) 433-3867

**SURVEYOR'S NOTES**

- FOUND MONUMENTATION IN GOOD CONDITION AND FOUND IRON PINS CAPPED WITH "CESO" LOGS UNLESS OTHERWISE NOTED.
- EVIDENCE OF OCCUPATION GENERALLY FITS THE SURVEY. THE NORTH LINE OF SPRINGBORO STATION PHASE I DID NOT FIT THE PLAT BEARINGS AND WAS ESTABLISHED BY A BEST FIT LINE THROUGH THE FOUND MONUMENTATION.
- PERTINENT DOCUMENTS INCLUDES THE PLATS AND DEEDS CITED.

**Calibre Engineering**  
 10534-B Success Lane  
 Centerville, OH, 45458  
 937-885-9380  
 Fax: 937-885-8381  
 CalibreEng@aol.com

95/11

# RECORD OF RESOLUTIONS

BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

Form 6301

Resolution No. 5262

Passed

October 26

2020

## CLEARCREEK TOWNSHIP WARREN COUNTY, OHIO

### RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE IN SAVANNAH FARMS SUBDIVISION, CLEARCREEK TOWNSHIP, WARREN COUNTY OHIO, AND DISPENSING WITH THE SECOND READING

WHEREAS, the Board of County Commissioners for Warren County has accepted the following streets in Savannah Farms Subdivision, and approved them for maintenance by Clearcreek Township, and Clearcreek Township is accepting the same for maintenance (relevant parts of): Rainey Road and Lucy Lane.

NOW THEREFORE, BE IT RESOLVED by the Board of Clearcreek Township Trustees that:

SECTION 1. Clearcreek Township accepts for maintenance the relevant parts of the following streets in Savannah Farms: Rainey Road and Lucy Lane

SECTION 2. The Trustees of Clearcreek Township, upon majority vote, hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

Mr. MUTERSPAW moved to adopt the foregoing Resolution. Mr. GABBARD seconded the motion and upon the call of the roll the following vote resulted:

Mr. Wade - YEA  
Mr. Gabbard - YEA  
Mr. Muterspaw - YEA

Resolution adopted at a regular public meeting conducted October 26, 2020.

THE BOARD OF  
CLEARCREEK TOWNSHIP TRUSTEES

Law Director Bryan Pacheco  
Approved as to form

Ed Wade

[Signature]

Sam Muterspaw

[Signature]

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

# Resolution

Number 20-1559

Adopted Date November 03, 2020

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR HOPEWELL VALLEY DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION FIVE SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

### BOND RELEASE

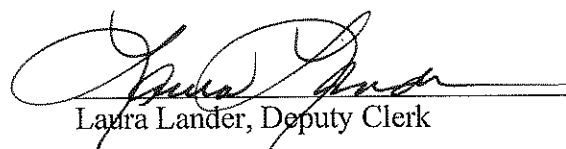
Bond Number	:	17-026 (P)
Development	:	The Villages of Hopewell Valley, Section Five
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$46,390.41
Surety Company	:	Cincinnati Insurance Co. (B1247743)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Hopewell Valley Dev. LLC, Attn: Daniel Rolfes, 1252 Goshen Pike, Milford, OH 45150  
Cincinnati Insurance Co., 6200 South Gilmore Road, Fairfield, OH 45014  
Engineer (file)  
Bond Agreement file

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

# Resolution

Number 20-1560

Adopted Date November 03, 2020

APPROVE A SIDEWALK BOND RELEASE FOR D.R. HORTON – INDIANA, LLC, FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF HOPEWELL VALLEY, SECTION FIVE SITUATED IN HAMILTON TOWNSHIP

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

### BOND RELEASE


Bond Number	:	20-001 (S)
Development	:	The Villages of Hopewell Valley, Section Five
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Amount	:	\$43,497.42
Surety Company	:	Argonaut Insurance Company (SUR0057211)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: D.R. Horton - Indiana, LLC, 8180 Corporate Park Dr., Suite 100, Cincinnati, OH 45242  
Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 78246  
Engineer (file)  
Bond Agreement file

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

# Resolution

Number 20-1561

Adopted Date November 03, 2020

APPROVE HOPEWELL VALLEY DRIVE AND WILLOW WIND COURT IN THE VILLAGES OF HOPEWELL VALLEY SECTION FIVE FOR PUBLIC MAINTENANCE BY HAMILTON TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Hopewell Valley Drive and Willow Wind Court has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2331-T	Hopewell Valley Drive	0'-29'-0'	0.064
2589-T	Willow Wind Court	0'-29'-0'	0.079

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Hamilton Township; and


BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Ohio Department of Transportation  
Engineer (file)  
Developer  
Bond Agreement file

**DEED REFERENCE**

LOCATED IN VIRGINIA MILITARY DISTRICT, MILITARY SURVEY #520, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, CONTAINS A REPLAT OF PART OF LOT #187 OF THE VILLAGES OF HOPEWELL VALLEY SECTION FIVE DEVELOPED BY DANIEL R. KOLFSER AND RECORDED IN THE DEED RECORD IN OFFICIAL RECORD BOOK PAGE 41 AND BEING A REPLAT OF PART OF LOT #187 OF THE VILLAGES OF HOPEWELL VALLEY SECTION FIVE AS RECORDED IN PLAT BOOK #1, PAGES 10-12 OF THE WARREN COUNTY, OHIO RECORDS OFFICE.

**HOA REFERENCE**

THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE VILLAGES OF HOPEWELL VALLEY HOMEOWNERS ASSOCIATION WHICH IS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO COMMENSURING WITH OFFICIAL RECORD #418, PAGE 82, AND THE ARTICLES OF INCORPORATION AND CODE OF REGULATIONS FOR THE ASSOCIATION. SAID DECLARATION MAY BE AMENDED, SAID AMENDMENT RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

**OWNERS CONSENT AND DEDICATION**

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SEWERALDS AND TRAILS AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, SEWERALDS AND TRAILS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER UTILITY LINES OR SERVICES; SEWERALDS, TRAILS, STORMWATER SEWERALDS AND FOR THE EXPRESS PURPOSES OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENTS OR IMMEDIATELY ADJACENT THERETO, TO THE PRELUD OF SAID EASEMENTS ON ADJACENT STREETS AND FOR PROVIDING WIDENING AND ACCESS TO THE PROPERTY FOR ROAD PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS UNLESS THEY ARE SPECIFICALLY ALTERED AS TO THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES OR IMPAIR THE LAND SUPPORT OF SAID FACILITIES OR IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES AS A WHOLE.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUKES ENERGY, AT&T, QUANTER COMMUNICATIONS, WESTERN WATER AND WARREN COUNTY.

ALL PERSONS INTERESTED IN THIS PLAT AS OWNERS HAVE WRITTEN IN ITS EXECUTION, SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

OWNER: HOPEWELL VALLEY DEVELOPMENT, LLC

BY: *[Signature]*  
PRINT NAME: DANIEL R. KOLFSER  
TITLE: MANAGING MEMBER

STATE OF OHIO  
COUNTY OF Hamilton

I, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

BY: *[Signature]*  
PRINT NAME: Cheryl M. Adair  
TITLE: MANAGING MEMBER

STATE OF OHIO  
COUNTY OF Hamilton

I, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

OWNER: HOPEWELL VALLEY DEVELOPMENT, LLC

BY: *[Signature]*  
PRINT NAME: DANIEL R. KOLFSER  
TITLE: MANAGING MEMBER

**GRANT OF PUBLIC UTILITY EASEMENT**

FOR THE PURPOSES OF THIS PLAT, THE UNDERSIGNED (PLATMAN) DO HEREBY PERMANENTLY GRANT TO DUKES ENERGY COMPANY, INC. AND THEIR HEIR, SUCCESSORS, ASSIGNS, AND ANY OTHER PROVIDER OF UTILITY SERVICES (PUBLIC UTILITY) THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS AS SHOWN ON THIS PLAT AND DESIGNATED AS "PUBLIC UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FACILITIES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILIZED TRANSMISSION FACILITIES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA UNLESS THEY ARE SPECIFICALLY ALTERED AS TO THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES AS A WHOLE AND TO HOLD THE EASEMENT FOREVER. THE ACKNOWLEDGE HAVING THE FULL POWER TO GRANT THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKES ENERGY COMPANY, INC. AND ITS SUCCESSORS, ASSIGNS AND HEIR, SUCCESSORS AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY SUCH DISTURBANCE SERVICE LINES NECESSARY FOR THE SERVICE ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE FENCED, OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREED-UPON LOCATION. NO PART OF THE UTILITY EASEMENT SHALL ENCUMBER EXISTING BUILDINGS OR ADJACENT LOTS.

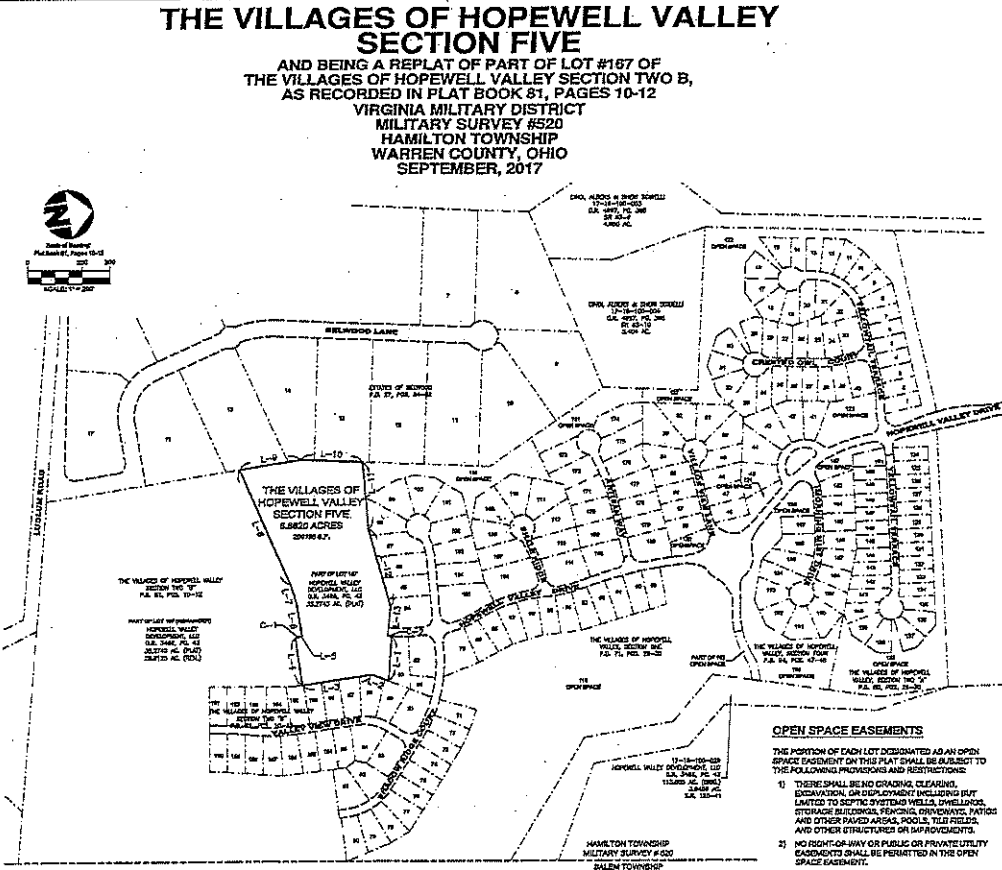
**WESTERN WATER COMPANY EASEMENT**

EASEMENTS ARE SPECIFICALLY GRANTED UNDER WESTERN WATER COMPANY, INC. ITS SUCCESSORS OR ASSIGNS FOR THE LOCATION OF WATER LINES, VALVES, AND APPURTENANCES WITHIN DESIGNATED AREAS AND DESIGNATED AS "WESTERN WATER COMPANY EASEMENTS". THE RIGHT FOR WESTERN WATER COMPANY, INC. TO INSTALL, SERVICE, AND MAINTAIN WATER METER COCKS AND APPURTENANCES WITHIN THE UTILITY EASEMENTS AND ADJACENT TO SAID DESIGNATED RIGHT-OF-WAY FOR PUBLIC ROADS OR UTILITY EASEMENTS.

THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SOAK AWAYS.

**PUBLIC SANITARY AND WATER EASEMENT**

ANY PUBLIC SANITARY SEWER EASEMENT OR PUBLIC WATER EASEMENT AS SHOWN ON THIS PLAT IS GRANTED IN FAVOR OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS AND THE BOARD OF HEALTH OF WARREN COUNTY, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, DISPOSE, MAINTAIN, REPAIR, REPLACE, AND REMOVE SANITARY SEWERS, FORCE MAINS, STORM WATER COLLECTION SYSTEMS, AND OTHER RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PURPOSES OF CUTTING, TRIMMING AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENTS OR IMMEDIATELY ADJACENT THERETO, TO THE PRELUD OF SAID EASEMENTS AND FOR PROVIDING WIDENING AND ACCESS TO THE PROPERTY FOR ROAD PURPOSES AND ARE TO BE MAINTAINED FOR PUBLIC USE FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS UNLESS THEY ARE SPECIFICALLY ALTERED AS TO THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE AMOUNT OF COVER OVER THE UTILITY LINE; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.



**DRAINAGE STATEMENT**

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE BASEMENT SHALL SERVE ALL COMMON ROAR LOTS AND A TEN (10) FOOT WIDE DRAINAGE BASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID BASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS, WITH THE EASEMENTS, NO STRUCTURES, PLANTING, FENCING, CULTIVATION, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN UNLESS THEY ARE SPECIFICALLY ALTERED AS TO THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES OR IMPAIR THE LAND SUPPORT OF SAID FACILITIES OR IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES AS A WHOLE.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN DITCHES OR WATERLOGGED WITHIN THE EASEMENT AREA UNLESS OTHERWISE NOTED ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVE MAY ENTER UPON AND DISPUTE THE EASEMENT AREA AND, IN ACCORDANCE WITH SECTION 3603.04 OF THE OHIO REVISIONS CODE, MAY REMOVE OR CAUSE THE REMOVAL OF ANY OBSTRUCTION ADJACENT IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNLESS THE OPERATION OF THE DEVELOPER'S PUBLIC IMPROVEMENT MAINTENANCE BOARDING, THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-EVALUATE DRAINAGE DITCHES WITHIN ALL GRANTED EASEMENTS FOR THE PURPOSES OF CONTROLLING AND DRAINING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLICLY-ASSIGNED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINAGE DITCHES AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR THE PUBLIC UTILITY EASEMENT AREA ADJACENT TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF SUNK HANDS AND CATCHES FOR PRIVATE DRIVEWAYS, PORCHES, IN LIEU OF AN OPEN DITCH. A DEVELOPER, BUILDER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THIS PROPERTY OR ADJACENT PROPERTIES ARE NEGATIVELY IMPACTED, AND THE LOT OWNERS MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

**OWNER/DEVELOPER**  
HOPEWELL VALLEY DEVELOPMENT, LLC  
P.O. BOX 48827  
CINCINNATI, OHIO 45248  
513-482-0900

**SURVEYOR**  
BAYER BECKER  
680 TYLERVILLE ROAD  
SAISON, OH 45324  
937-330-8800

**SHEET INDEX**  
1, TITLE  
2, PLAT

**CURVE TABLE**

Curve	Bearing	Radius	Length	Chord
C-1	S74°21'	1165.00'	18.01'	18.01'
C-2	T3°00'	515.00'	14.38'	14.38'

**CERTIFICATE OF SURVEYOR**  
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION AND THAT ALL MONUMENTS AND LOT CORNERS SHALL BE SET AS SHOWN BY THIS PLAT.

*[Signature]* 11/27/2017  
DATE

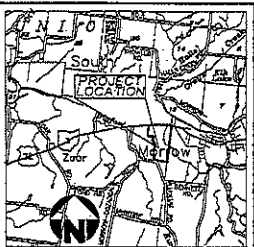
PROFESSIONAL SURVEYOR #10418  
IN THE STATE OF OHIO

**OPEN SPACE EASEMENTS**

THE PORTION OF EACH LOT DESIGNATED AS AN OPEN SPACE EASEMENT ON THIS PLAT SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS AND RESTRICTIONS:

- THERE SHALL BE NO GRADING, CLEARING, EXCAVATION, OR DEVELOPMENT INCLUDING BUT NOT LIMITED TO SERVICE SYSTEMS, WELLS, DRAINAGE, STORAGE BUILDINGS, PERSONAL DRIVEWAYS, PATIOS AND OTHER PAVED AREAS, POOLS, TEE RIGGS, AND OTHER STRUCTURES OR IMPROVEMENTS.
- NO FRONT-OR-WAY OR PUBLIC OR PRIVATE UTILITY EASEMENTS SHALL BE PERMITTED IN THE OPEN SPACE EASEMENT.
- USES PERMITTED BY THE OPEN SPACE EASEMENT SHALL INCLUDE RECREATION, NATURAL RESOURCE PRESERVATION, AND AGRICULTURAL USES AND STRUCTURES (E.G. BARNS AND FENCING).

THE OPEN SPACE EASEMENT SHALL REMAIN IN PLACE AND BEYOND WITH THE LAND. THE OPEN SPACE EASEMENT MAY ONLY BE MODIFIED UPON APPLICATION TO AND APPROVAL BY THE PLANNING AUTHORITY HAVING JURISDICTION.



**COUNTY COMMISSIONERS**

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 12th DAY OF December, 2017.

COMMISSIONERS  
*[Signatures]*

**WARREN COUNTY REGIONAL PLANNING COMMISSION**

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 7th DAY OF December, 2017.

*[Signature]*  
EXECUTIVE DIRECTOR

**HAMILTON TOWNSHIP ZONING INSPECTOR**

I HEREBY APPROVE THIS PLAT ON THIS 7th DAY OF December, 2017.

*[Signature]*  
ZONING INSPECTOR

**WESTERN WATER COMPANY**

I HEREBY APPROVE THIS PLAT ON THIS 4th DAY OF December, 2017.

*[Signature]*  
SCOTT BIRK

**COUNTY ENGINEER**

I HEREBY APPROVE THIS PLAT ON THIS 4th DAY OF December, 2017.

*[Signature]*  
NEIL TRENDS  
COUNTY ENGINEER

**COUNTY SANITARY ENGINEER**

I HEREBY APPROVE THIS PLAT ON THIS 12th DAY OF December, 2017.

*[Signature]*  
WARREN COUNTY SANITARY ENGINEER

**COUNTY HEALTH DISTRICT**

I HEREBY APPROVE THIS PLAT ON THIS 6th DAY OF December, 2017.

*[Signature]*  
WARREN COUNTY HEALTH COMMISSIONER

**COUNTY AUDITOR**

TRANSFERRED ON THIS 12th DAY OF December, 2017 AT 01:30 P.M.

*[Signature]*  
COUNTY AUDITOR

**COUNTY RECORDER**

FILE NO. 2017-038144

RECEIVED ON THIS 12th DAY OF December, 2017, AT 9:25 A.M.

RECORDED ON THIS 13th DAY OF December, 2017, AT 9:55 A.M.

RECORDED IN PLAT BOOK NO. 96 ON PAGE NO. 74, 75

INDEXED BY *[Signature]*  
COUNTY RECORDER

*[Signature]*  
COUNTY RECORDER

**RECORD PLAT**

THE VILLAGES OF HOPEWELL VALLEY SECTION FIVE

PLAT BOOK NO. 96, PAGE 74, 75

FILE NO. 2017-038144

RECORDED ON THIS 13th DAY OF December, 2017, AT 9:55 A.M.

INDEXED BY *[Signature]*

COUNTY RECORDER

**bayer becker**  
680 TYLERVILLE ROAD  
SAISON, OH 45324  
937-330-8800

1/2

Parcel #	Acres	S.Ft.
199	0.2442	10719
200	0.2394	10419
201	0.2319	10034
202	0.2319	10034
203	0.2287	9913
204	0.2401	10495
205	0.2548	11044
206	0.2688	11633
207	0.2828	12211
208	0.2979	12789
209	0.3132	13404
210	0.3283	14054
211	0.3300	14227
212	0.3267	14236
213	0.3209	13917
214	0.3273	14318
215	0.3203	13979
216	0.4071	17721
217	0.4292	18620

**ROAD WAY DATA**

HOPWELL VALLEY DRIVE 30.00' L.F.  
WILLOW WIND COURT 43.84' L.F.

**SETBACK AREA B (LOTS 204-215):**

MINIMUM SIDE SETBACK 10 FEET  
MINIMUM REAR SETBACK 10 FEET  
MINIMUM FRONT SETBACK 30 FEET  
(UNLESS OTHERWISE SPECIFIED)

**SETBACK AREA C (LOTS 199-203):**

MINIMUM SIDE SETBACK 10 FEET  
MINIMUM REAR SETBACK 10 FEET  
MINIMUM FRONT SETBACK 30 FEET  
(UNLESS OTHERWISE SPECIFIED)

**SIDWELLS**

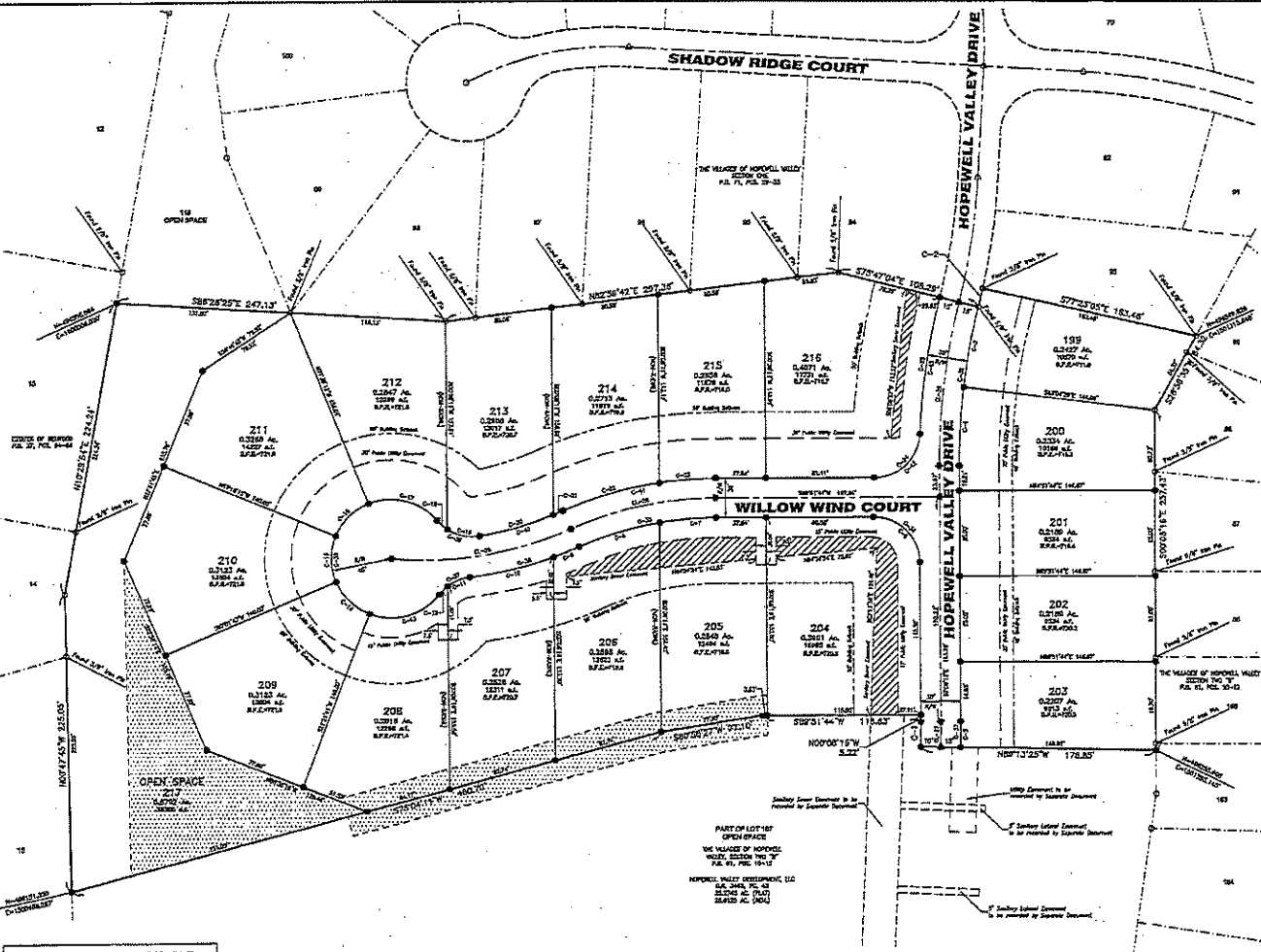
OLD #/R	17-18-170-01	35,2745 ac.
LOT 199	17-18-170-017	
LOT 200	17-18-170-018	
LOT 201	17-18-170-019	
LOT 202	17-18-170-020	
LOT 203	17-18-170-021	
LOT 204	17-18-165-011	
LOT 205	17-18-165-012	
LOT 206	17-18-165-013	
LOT 207	17-18-165-014	
LOT 208	17-18-165-015	
LOT 209	17-18-165-016	
LOT 210	17-18-165-017	
LOT 211	17-18-165-018	
LOT 212	17-18-165-019	
LOT 213	17-18-165-020	
LOT 214	17-18-165-021	
LOT 215	17-18-165-022	
LOT 216	17-18-165-023	
LOT 217	17-18-165-024	
LOT 218	17-18-165-025	
LOT 219	17-18-165-026	
LOT 220	17-18-165-027	
REM.	17-18-165-028, 29, 30, 31, 32, 33, 34, 35	

**ACREAGE TABLE**

LOT	3124.00 ACRES
OPEN SPACE	4478.00 ACRES
RIGHT OF WAY	0.00 ACRES
TOTAL ACRES	7602.00 ACRES

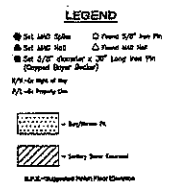
Curve	Data	Radius	Length	Chord
C-1	054°51'	1185.00'	18.91'	N00°19'10"E 18.91'
C-2	73°31'	515.00'	14.38'	N17°24'25"E 14.38'

Curve	Data	Radius	Length	Chord
C-1	054°51'	1185.00'	18.91'	N00°19'10"E 18.91'
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C-2	73°31'	515.00'	14.38'	N17°24'25"E 14.38'



**NOTES**

- BASES OF REASUREMENT FOR THE VILLAGES OF HOPWELL VALLEY, SECTION TWO (7) PLAT BOOK 17, PAGE 19-20.
- SEE EXHIBIT 2 FOR LONG TERM PLOTS TO BE SET ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- LINE OF OCCUPANCY, WHENEVER THEY EXIST, GENERALLY AGREE WITH THE BOUNDARY LINES EXCEPT AS NOTED.
- ALL OPEN SPACE IS TO MAINTAINED BY THE VILLAGES OF HOPWELL VALLEY ASSOCIATION HOPEWELL VALLEY ASSOCIATION.
- PHOTO DEEDS REFERENCED TO: S.M.L. P.C. 41.
- ALL DOCUMENTS USED AS SHOWN.

**boyer becker**  
SURVEYORS  
1000 W. WILLOW VALLEY BLVD. A  
WARREN, OH 44080-5133

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**RECORD PLAT**

**SECTION FIVE**

THE VILLAGES OF HOPWELL VALLEY  
AND BEING A PART OF THE PLAT OF LOTS 199-220  
AS BEING A PART OF THE PLAT OF LOTS 199-220  
VILLAGES OF HOPWELL VALLEY  
WARREN COUNTY, OHIO

---

DATE: 08-24-17  
BY: [Signature]  
CHECKED BY: [Signature]

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30 p.m. on October 21, 2020, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Chair*  
Joe Rozzi – Trustee  
Mark Sousa – Trustee

Mr. Cordrey introduced the following resolution and moved its adoption;

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 20-1021B**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND  
SETTING SPEED LIMITS ON SECTION FIVE, IN THE VILLAGES OF HOPEWELL  
VALLEY SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE  
SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Villages of Hopewell Valley subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Five (5) shown on the attached Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

**SECTION 1.** Hamilton Township accepts Section Five as shown on the attached Exhibit A of the Villages of Hopewell Valley subdivision for maintenance.

**SECTION 2.** The speed limit in Section Five (5) of the Villages of Hopewell Valley subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.

**SECTION 3.** The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

**SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.

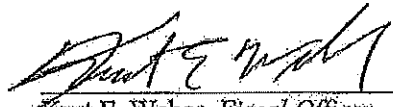


Mr. Rozzi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

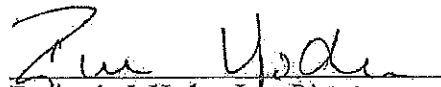
Darryl Cordrey -	Aye	<input checked="" type="checkbox"/>	Nay	_____
Joseph P. Rozzi -	Aye	<input checked="" type="checkbox"/>	Nay	_____
Mark Sousa -	Aye	<input checked="" type="checkbox"/>	Nay	_____

Resolution adopted this 21<sup>st</sup> day of October 2020.

Attest:

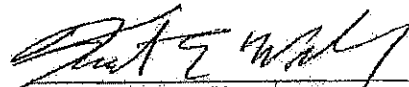
  
Kurt E. Weber, Fiscal Officer

Approved as to form:

  
Benjamin J. Yoder, Law Director

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on October 21, 2020.

Date: 10/27/2020

  
Kurt E. Weber, Fiscal Officer

# Resolution

Number 20-1562

Adopted Date November 03, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH PENDRAGON DEVELOPMENT COMPANY, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN ABERLIN SPRINGS, PHASE THREE 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	:	20-025 (P/S)
Development	:	Aberlin Springs, Phase Three
Developer	:	Pendragon Development Company, LLC
Township	:	Union
Amount	:	\$198,998.83
Surety Company	:	Endurance Assurance Corp. (EACX4000739)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

Bond No. EACX4000739

Form ST-1  
Rev. 08/2016

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

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

20-025 (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 Three (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 \$631,680.89 and that the Improvements that have yet to be completed and approved may be constructed in the sum of 153,076.02; 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 \$198,998.83 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 3 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 \$126,336.18 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)

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

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

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

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

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

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

**Pendragon Development Company, LLC**

**DEVELOPER:**

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

SIGNATURE: Leslie Aberlin

PRINTED NAME: Leslie Aberlin

TITLE: Member

DATE: 10/28/2020

**SURETY: Endurance Assurance Corporation**

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

SIGNATURE: 

PRINTED NAME: Craig Sherman

TITLE: Attorney-in-Fact

DATE: 10/13/2020

**[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 20-1562, dated 11/03/2020

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: \_\_\_\_\_

PRINTED NAME: David Young

TITLE: President

DATE: 11/03/2020

RECOMMENDED BY:

By: \_\_\_\_\_

Neil F. Tunison / NFT  
COUNTY ENGINEER

APPROVED AS TO FORM:

By: \_\_\_\_\_

[Signature]  
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

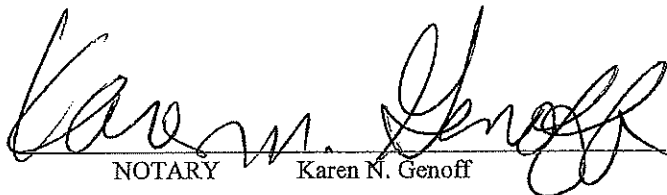
STATE OF ILLINOIS ( ( SS  
COUNTY OF COOK ( (

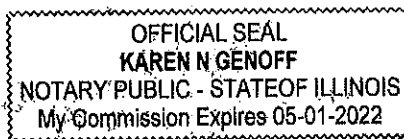
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Endurance Assurance Corporation Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person 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

13<sup>th</sup> Day of October , 2020

My Commission Expires

  
NOTARY Karen N. Genoff





# POWER OF ATTORNEY

1247

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Ted Sherman, Craig Sherman, Karen Genoff as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and 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 Company 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 Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, 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 sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

Endurance Assurance Corporation  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel

Endurance American Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel

Lexon Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel

Bond Safeguard Insurance Company  
By: *Richard M Appel*  
Richard Appel, SVP & Senior Counsel



**ACKNOWLEDGEMENT**

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public, My Commission Expires 5/9/23



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company 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 sole shareholder of each Company by unanimous written consent effective June 15, 2019 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 Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it 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 Company."

3. 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 13<sup>th</sup> day of Oct, 2020

By: *[Signature]*  
Daniel S. Lurie, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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

# Resolution

Number 20-1563

Adopted Date November 03, 2020

## APPROVE VARIOUS RECORD PLATS

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

- Right of Way Dedication Plat – Bethany Road Crooked Tree Preserve Area #2 – Deerfield Township
- Aberlin Springs Phase Three – Union Township

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Plat File  
RPC

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

# Resolution

Number 20-1564

Adopted Date November 03, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO BOARD OF ELECTIONS CTCL  
GRANT FUND #11011302

WHEREAS, it is necessary to have appropriations in place to make purchases related to the CTCL Grant; and

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

\$10,000	into	11011302-5210	(Materials & Supplies)
\$25,000	into	11011302-5151	(Poll Workers)
\$30,000	into	11011302-5317	(Non Capital Purchases)
\$60,000	into	11011302-5330	(Capital Purchases)
\$10,000	into	11011302-5318	(Data Bd. Approv. – Non Capital)
\$10,000	into	11011302-5910	(Other Expense)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor   
Supplemental App. file  
Board of Elections (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1565

Adopted Date November 03, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO PROBATE JUVENILE COURT  
CONSTRUCTION FUND #4499

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

\$110,000.00 into 4499-37255320 (JUV - Capital Purchases)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Supplemental Appropriation file  
Facilities Management (file)

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

# Resolution

Number 20-1566

Adopted Date November 03, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
CAPITAL CASE FUND #11011221

BE IT RESOLVED, to approve the following appropriation adjustment:

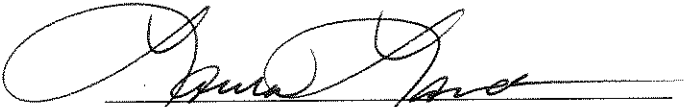
\$4,000.00    from    #11011221 5441    (Jury Fees)  
                 into    #11011221 5415    (Attorney - Indigent)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

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

# Resolution

Number 20-1567

Adopted Date November 03, 2020

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

BE IT RESOLVED, to approve the following appropriation adjustment:

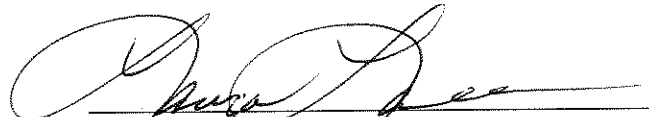
\$ 2,500.00	from	BUDGET-BUDGET	22891229-5400	(Purchased Services)
	into	BUDGET-BUDGET	22891229-5210	(Materials & Supplies)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas (file)



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

# Resolution

Number 20-1568

Adopted Date November 03, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION CENTER  
FUND #10112600

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile  
Detention Center Fund #11012600:

\$ 10,000.00 from 11012600-5102 (Regular Salaries)  
into 11012600-5855 (Clothing/Personal Equip)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 20-1569

Adopted Date November 03, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM SHERIFF'S OFFICE FUND 11012210  
INTO 11012200

BE IT RESOLVED, to approve the following appropriation adjustment:

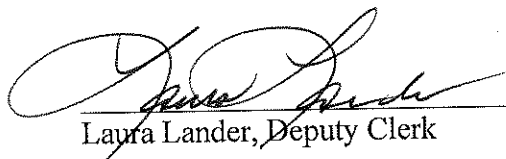
\$51,726.20	from	11012210-5830	SHRF DET WORKERS COMPENSATION
	into	11012200-5317	SHERIFF NON CAPITAL PURCHASE

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

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

# Resolution

Number 20-1570

Adopted Date November 03, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #2293

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #2293:

\$20,234.00	from	22932200-5410	CONTRACTS BOCC APPROVED
	into	22932200-5991	REIMBURSEMENT

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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

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

# Resolution

Number 20-1571

Adopted Date November 03, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

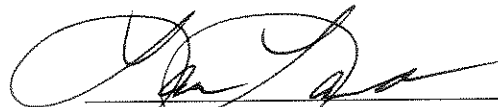
\$ 20,000.00	from #11012810-5210	(Telecom Materials & Supplies)
	into #11012810-5430	(Telecom Utilities)
\$ 53,000.00	from #11012810-5317	(Telecom Non Capital Purchases)
	into #11012810-5430	(Telecom Utilities)
\$ 8,000.00	from #11012810-5850	(Telecom Training/Education)
	into #11012810-5102	(Telecom Regular Salaries)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

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

# Resolution

Number 20-1572

Adopted Date November 03, 2020

APPROVE APPROPRIATION ADJUSTMENTS FROM VETERANS FUND 11015220 INTO 11015210

BE IT RESOLVED, to approve the following appropriation adjustment:

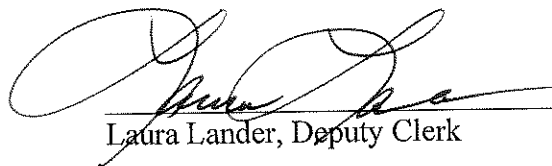
\$ 10,000.00 from #11015220-5920 (Relief Allowances)  
into #11015210-5318 (Data Bd. Approv. – Non Capital Purchase)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

cc: Auditor   
Appropriation Adj. file  
Veterans (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1573

Adopted Date November 03, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN RECORDER'S FUND #2216

BE IT RESOLVED, to approve the following appropriation adjustment:

\$12,000      from    #22161160-5317      (Non Capital Purchase  
                 into    #22161160-5400      (Purchased Service)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

lo/

cc: Auditor   
Appropriation Adjustment file  
Recorder (file)

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

# Resolution

Number 20-1574

Adopted Date November 03, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/  
EMERGENCY MANAGEMENT FUND #2264

BE IT RESOLVED, to approve the following appropriation adjustment:


\$4,000.00      from    #22642800-5318      (Data Bd. Approv. – Non Capital Purchase)  
                  into    #22642800-5400      (Purchased Services)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor              
Appropriation Adjustment file  
Emergency Services (file)

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

# Resolution

Number 20-1575

Adopted Date November 03, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY CONSTRUCTION  
PROJECTS FUND 4467

BE IT RESOLVED, to approve the following appropriation adjustment:

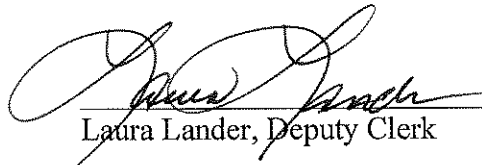
\$70,000.00 from #44673718-5317 (SILVER ST – NON CAPITAL)  
into #44673713-5320 (OLD CT HOUSE – CAP PURCHASE)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

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



# Resolution

Number 20-1576

Adopted Date November 03, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER/STORMWATER FUND  
#5590

BE IT RESOLVED, to approve the following appropriation adjustments for payment to Warren County SWCD:

\$ 2,608.09	from	#55903090-5102	(Regular Salaries)
\$ 4,400.00	from	#55903090-5210	(Material & Supplies)
\$10,000.00	from	#55903090-5317	(Non Capital Purchase)
\$10,000.00	from	#55903090-5320	(Capital Purchase)
\$ 2,000.00	from	#55903090-5850	(Training/Education)
\$ 1,997.00	from	#55903090-5910	(Other Expense)


\$31,005.09 into #55903090-5400 (Purchased Services)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Auditor ✓  
Appropriation Adj. file  
Engineer (file)

# Resolution

Number 20-1577

Adopted Date November 03, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

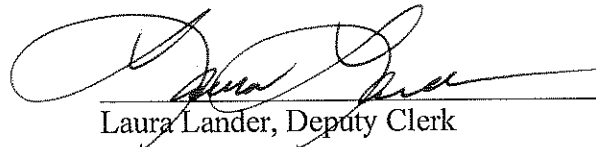
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS


  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

cc: Commissioners file

## REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	MARKETING SALES SOLUTIONS INC	SHORETEL TELEPHONE TRAINING	\$ 9,475.00
CSV	THRIVE BEHAVIORAL HEALTH CENTER	START MENTOR SALARY AND MILEAGE	\$ 40,000.00
ENG	WARREN CO CLERK OF COURTS	EASEMENTS LYTLE FIVE PTS	\$ 23,704.00
AUD	CCH INC	ENGAGEMENT SOFTWARE	\$ 6,734.00

11/3/2020 APPROVED:



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Tiffany Zindel, County Administrator

# Resolution

Number 20-1578

Adopted Date November 03, 2020

APPROVE CARES FUND GRANTS TO WARREN COUNTY SCHOOLS AND  
SUPPLEMENTAL APPROPRIATION INTO CARES FUND #2210

WHEREAS, several local school superintendents appeared before this Board presenting their needs relative to expenses incurred as a result of the COVID19 pandemic; and

WHEREAS, upon hearing said needs, this Board authorized the reimbursement to the school districts for personal protective equipment, cleaning costs, remote learning and unemployment/COVID FMLA expenses less any CARES Funds received directly by the school district; and

WHEREAS, said reimbursement requires a supplemental appropriation into the Coronavirus Relief Fund #2210; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to work with the County Auditor to reimburse the local school districts for personal protective equipment, cleaning costs, remote learning and unemployment/COVID FMLA expenses less any CARES Funds received directly by the school district; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$3,000,000 into #22101111-5400 (purchased services)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Laura Lander, Deputy Clerk

Tz/

cc: Auditor   
Supplemental Appropriation file  
Commissioners file  
OMB

# Resolution

Number 20-1579

Adopted Date November 03, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO CORONAVIRUS RELIEF FUND  
#2210

BE IT RESOLVED, to approve the following supplemental appropriation into the Coronavirus Relief Fund #2210 in order to accommodate expenditures relative to remote work in the Child Support Enforcement Agency:

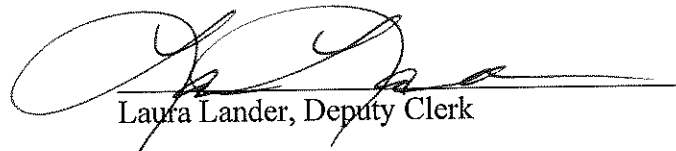
\$71,449.23 into 22101110-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

Tz/

cc: Auditor   
Supplemental Appropriation file  
Commissioners file  
OMB

# Resolution

Number 20-1580

Adopted Date November 03, 2020

## APPROVE MEDIATION SETTLEMENT AGREEMENT RELATIVE TO WARREN COUNTY BOARD OF COMMISSIONERS VS. MARILYN J. HARKLEROAD

WHEREAS, the Warren County Prosecutor's Office, on behalf of this Board and the County Engineer, filed an action with the Warren County Common Pleas Court to appropriate a temporary easement from Marilyn J. Harkleroad for the Lytle Five Points Road and Bunnell Hill Road Roundabout Project; and

WHEREAS, a settlement agreement was approved pending approval of this Board and the Warren County Assistant Prosecutor has recommended approval; and

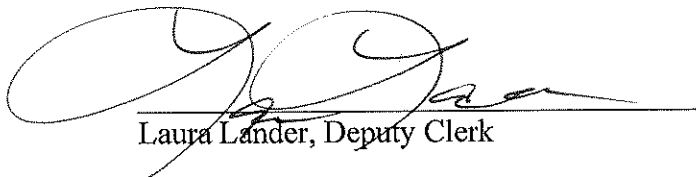
NOW THEREFORE BE IT RESOLVED, to approve the Mediation Settlement Agreement relative to Warren County Board of Commissions vs. Marilyn J. Harkleroad; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 3<sup>rd</sup> day of November 2020.

BOARD OF COUNTY COMMISSIONERS



Laura Lander, Deputy Clerk

/tao

cc: Bruce McGary  
Engineer (file)  
Project file

WAC

v Harkle Road

perm take 4830

temp take 4000

IMPROVEMENT DAMAGE 4000

RESIDUE 16500

COSTS

- ? + 70

TOTAL COMPENSATION INCLUDES INITIAL DEPOSIT

530,000

Other all PAID or done by county

Co. removes large maple / oak

ORANGE CONSIDER FENCE around space & replant

LANDSCAPE of <sup>RESTORATION</sup> ~~SEWER~~ RESTORED INCL ~~ATT~~back of house

sewer and ~~CONNECTION~~ ~~SEWER~~ ~~CONNECTION~~

Russell M. Deery  
Rigley