

# Resolution

Number 19-1587

Adopted Date November 26, 2019

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF TERRY YOUNG, CASHIER RECEPTIONIST, WITHIN THE WARREN COUNTY BUILDING AND ZONING DEPARTMENT, EFFECTIVE DECEMBER 31, 2019

BE IT RESOLVED, to accept the resignation, due to retirement, of Terry Young, Cashier Receptionist, within the Warren County Building and Zoning Department, effective December 31, 2019.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building and Zoning (file)  
T. Young's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 19-1588

Adopted Date November 26, 2019

AUTHORIZE THE POSTING OF THE "CASHIER/RECEPTIONIST" POSITION WITHIN THE BUILDING AND ZONING DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Cashier/Receptionist" position within the Building and Zoning Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Cashier/Receptionist" 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 November 18, 2019.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Building & Zoning (file)  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1589

Adopted Date November 26, 2019

ACCEPT RESIGNATION OF KASSIDY VERNON, WATER AND SEWER UTILITY CLERK I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE NOVEMBER 29, 2019

BE IT RESOLVED, to accept the resignation of Kassidy Vernon, Water and Sewer Utility Clerk I, within the Warren County Water and Sewer Department, effective November 29, 2019.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Water and Sewer (file)  
K. Vernon's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 19-1590

Adopted Date November 26, 2019

AUTHORIZE THE POSTING OF THE "WATER AND SEWER UTILITY CLERK" 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 "Water and Sewer Utility Clerk I" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Cashier/Receptionist" 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 November 18, 2019.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
OMB – S. Spencer

# Resolution

Number 19-1591

Adopted Date November 26, 2019

ACCEPT RESIGNATION OF BRITTANIE BRYAN, PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE NOVEMBER 29, 2019

BE IT RESOLVED, to accept the resignation of Brittanie Bryan, Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, effective November 29, 2019.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
B. Bryan's Personnel file  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 19-1592

Adopted Date November 26, 2019

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

WHEREAS, there exists two openings for "Protective Services Caseworker I or II" positions within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the positions of "Protective Services Caseworker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning November 19, 2019.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

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

# Resolution

Number 19-1593

Adopted Date November 26, 2019

ACCEPT RESIGNATION OF BRITTANY OWENS, PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT, CHILDREN SERVICES DIVISION, EFFECTIVE DECEMBER 4, 2019


BE IT RESOLVED, to accept the resignation of Brittany Owens, Protective Services Caseworker I, within the Warren County Job and Family Services Department, Children Services Division, effective December 4, 2019.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Children Services (file)  
B. Owens' Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 19-1594

Adopted Date November 26, 2019

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN SETTLEMENT AGREEMENT ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY DISPATCH ASSOCIATION AND BRAD EDRINGTON, EMERGENCY COMMUNICATIONS OPERATOR

WHEREAS, Mr. Edrington was facing disciplinary allegations and a pre-disciplinary conference scheduled for November 20, 2019; and

WHEREAS, all parties have reached a settlement agreement regarding disciplinary allegations on November 21, 2019; and


NOW THEREFORE BE IT RESOLVED, to authorize County Administrator to sign a settlement agreement on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association and Brad Edrington, Emergency Communications Operator; as attached hereto and made a part hereof.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Warren County Dispatch Association  
c/a—Edrington, Brad  
B. Edrington's Personnel File  
Emergency Services (file)  
OMB- Sue Spencer  
Tammy Whitaker



SETTLEMENT AGREEMENT

This settlement agreement is entered into by and between Brad Edrington (Employee), the Warren County Dispatch Association (WCDA) and the Warren County Board of Commissioners (County) and relates to the matters scheduled for a Pre-Disciplinary Conference on November 20, 2019, involving Employee. In resolution of this matter, the parties agree as follows:

1. Employee agrees to voluntarily resign, effective December 16, 2019, in exchange for the consideration contained in paragraphs 2 through 5 of this Agreement. In consideration of the mutual promises and covenants set forth herein, and in consideration of the payments to be made by the Employer to Employee, Employee does hereby release and discharge Employer, Warren County, Ohio, and its officers and employees, for all claims, demands, compensation, injuries, damages, actions and suits as may have arisen between the Employer and Employee as a result of the employer/employee relationship between Employer and Employee.
2. Employee will stay in administrative leave with pay status through December 16, 2019 pursuant to the County's normal payroll schedule. Between the date of signing and December 16, 2019, Employee will receive a total of one hundred and forty-four (144) hours of pay.
3. Employee will receive a lump sum payment for all compensatory time and all accrued, but unused, vacation leave, pursuant to the County's normal payroll schedule.
4. Employee will be eligible to receive a sick leave payout, pursuant to current County policy. Employee acknowledges that it is his responsibility to contact the County about utilizing this sick leave payout program. Employee may be required to sign the necessary leave payout form at the County's office at a future date.
5. Employer agrees to provide a neutral reference if one is requested, confirming Employee's dates of employment with the County. The Employer shall indicate that the reason for separation is a resignation, and all referrals shall be forwarded to the County Personnel Officer. The County agrees to place all documents related to the matters scheduled for a Pre-Disciplinary Conference on November 20, 2019 in a file separate from Employee's personnel file.
6. The WCDA and the County agree the terms of this settlement agreement shall not set a precedent for future matters between the parties.
7. This settlement agreement represents the entire agreement between the parties and may not be amended except by a written agreement signed by all parties.

Brad Edrington      11/21/19  
Brad Edrington      Date

[Signature]      11/21/19  
WCDA      Date

[Signature]      11-26-19  
Warren County      Date

# Resolution

Number 19-1595

Adopted Date November 26, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO MOODY'S OF DAYTON, INC. FOR 2019 WELL REDEVELOPMENT PROJECT

WHEREAS, bids were closed at 11:00 a.m., on November 7, 2019, and the bids received were opened and read aloud for the 2019 Well Redevelopment Project, and the results are on file in the Commissioner's Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Water and Sewer Staff Engineer, Moody's of Dayton, Inc. has been determined to be the best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, that it is the intent of this Board to award the contract to Moody's of Dayton, Inc. for a total bid price of \$318,827.00; and

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

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 19-1596

Adopted Date November 26, 2019

APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH W.G. STANG, LLC FOR THE FY19 CITY OF FRANKLIN SHAWN DRIVE STORM SEWER CDBG PROJECT

WHEREAS, this Board on October 24, 2019 entered into a contract with W.G. Stang LLC for the FY19 City of Franklin Shawn Drive Storm Sewer CDBG Project; and

WHEREAS, a collapsed manhole was discovered during work; and

WHEREAS, a Change Order and Purchase Order are necessary in order to repair said manhole; and

NOW THEREFORE BE IT RESOLVED:

1. Approve Change Order No. 1 to the Contract with W.G. Stang, increasing Purchase Order No. 19001431 by \$4,000.00 and creating a new Contract and Purchase Order price in the amount of \$126,400.00.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Board approve and sign Change Order No. 1 of the Contract with W.G. Stang LLC for the FY19 City of Franklin Shawn Drive Storm Sewer CDBG Project.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
C/A—WG Stang LLC  
OGA (file)



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

# CHANGE ORDER

Change Order Number 1 to PO # 19001431

Project Name: FY19 City of Franklin Shawn Dr & CB CDBG Project

CONTRACTOR QUOTATION	DESCRIPTION	ADDITIONS	REDUCTION
1	Collapsed manhole to be replaced	\$4,000.00	
	Sums of the ADDITIONS and REDUCTIONS	\$4,000.00	

Attachments: n.a.

Original contract price \$122,400.00

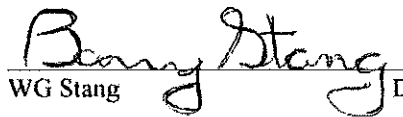
Current contract price adjusted by previous change orders \$ 122,400.00

The Contract price due to this change order will be ~~increased/decreased~~ by \$4,000.00


The New PO balance including this change order will be \$ 126,400.00


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

 11/26/19  
 Warren County Commissioner Date

 11/20  
 WG Stang Date

Warren County Commissioner Date

 11-20-19  
 Warren County Grants Administration Date

 11/26/19  
 Warren County Commissioner Date

# Resolution

Number 19-1597

Adopted Date November 26, 2019

APPROVE AGREEMENT AND ADDENDUM WITH SKYFALL RESIDENTIAL HOMES, LLC AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Skyfall Residential Homes, LLC., on behalf of Warren County Children Services, for calendar year 2019, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a—Skyfall Residential Homes, LLC  
Children Services (file)

## Ohio Department of Job and Family Services

### AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

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

This Agreement is between Warren County Children Services, a Title IV-E Agency, hereinafter "Agency," whose address is:

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

and Skyfall Residential Homes, LLC, hereinafter "Provider," whose address is:

Skyfall Residential Homes, LLC  
636 Waverly AVE  
Toledo, OH 43607

Collectively the "Parties."

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## RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

#### Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **10/01/2019** through **03/31/2020**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

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

### Article III. ORDER OF PRECEDENCE

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

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

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



## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

## Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse/Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion/Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse;
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been

completed.

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

#### **Article VI. AGENCY RESPONSIBILITIES**

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

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

**Article VII. INVOICING FOR PLACEMENT SERVICES**

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

**Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

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

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

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

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

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

## **Article IX. TERMINATION; BREACH AND DEFAULT**

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

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

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

## **Article X. RECORDS RETENTION , CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

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

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

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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



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

## **Article XII. INDEPENDENT CONTRACTOR**

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

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

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

## **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

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

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

shall make the final determination within twenty (20) business days, which will be non-binding.

3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. AMENDMENTS**

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

#### **Article XVI. NOTICE**

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

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

if to Provider, to  
Skyfall Residential Homes, LLC  
636 Waverly AVE  
Toledo, OH 43607

#### **Article XVII. CONSTRUCTION**

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

#### **Article XVIII. NO ASSURANCES**

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

#### **Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

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

## **Article XX. INSURANCE**

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.

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

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

F. The Provider further agrees with the following provisions:

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

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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

agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

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

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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

### **B. Transportation of Child**

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

### **C. Rehabilitation**

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

D. Verification of Job or Volunteer Application:

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

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

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

**Article XXIV. FINDING FOR RECORDS**

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

**Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

**Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

**Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

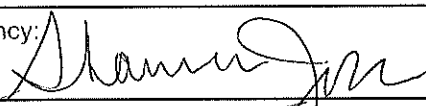
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

**Article XXXII. APPLICABLE LAW AND VENUE**

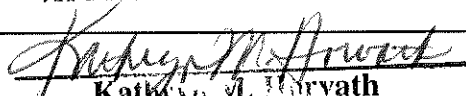
This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

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

**SIGNATURES OF PARTIES:**

Provider:		10/31/2019
Printed Name		Date
<b>Skyfall Residential Homes, LLC</b>		
Agency:		11/26/19
Printed Name	Shannon Jones	Date
<b>Warren County Children Services</b>		

**APPROVED AS TO FORM**

  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

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

and

hereinafter "Provider," whose address is:

<b>Provider</b> Skyfall Residential Homes, LLC		
<b>Street/Mailing Address</b> 636 Waverly AVE		
<b>City</b> Toledo	<b>State</b> OH	<b>Zip Code</b> 43607

Contract ID : 19161459

Originally Dated :10/01/2019 to 03/31/2020



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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

10/01/2019

Amendment End Date :

03/31/2020

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 10/23/2019

Provider / ID : Skyfall Residential Homes, LLC/ 16950987

Contract Period : 10/01/2019 - 03/31/2020

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Skyfall Residential Homes (20862)	6311663			\$317.00	\$33.00							\$350.00	10/01/2019	03/31/2020

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS  
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

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

**AMENDMENT #1:**

Wherever referenced herein and throughout the Agreement, the terms "Agency" or "Warren County Children Services" shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

**AMENDMENT #2:**

The following provision shall be added to Article V of the Agreement:

"Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections."

**AMENDMENT #3:**


Article VI, subsection (H) of the Agreement shall be amended as follows:

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

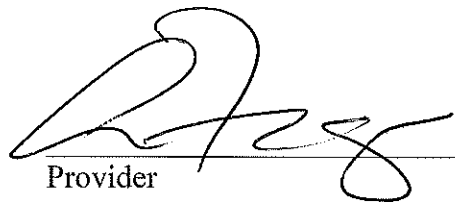
**ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 19-1597, dated 11/26/19, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

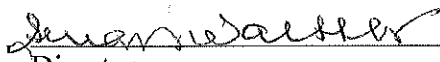
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 11/26/19

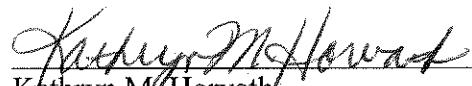
  
\_\_\_\_\_  
Provider

Date 10/31/2019

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

  
\_\_\_\_\_  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Lucas

I, Anthonyesha Fagan, holding the title and position of Executive Director at the firm Syfall Industrial Holdings 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.

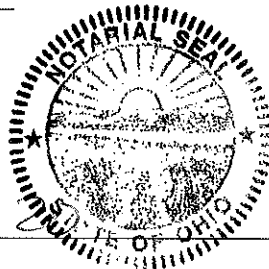
Anthonyesha Fagan  
AFFIANT

Subscribed and sworn to before me this 31<sup>st</sup> day of October 2019

Tanelle Fletcher  
(Notary Public),

Lucas County.

My commission expires February 26 2020



TANELLE FLETCHER  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 02-26-2020

# Resolution

Number 19-1598

Adopted Date November 26, 2019

APPROVE AGREEMENT WITH MOTOROLA SOLUTIONS EXTENDING MAINTENANCE AND SUPPORT ON PREMIERCAD AND INFOTRAK ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to approve and authorize the board to execute the attached extension to Maintenance and Support Agreement 202 for PremierCAD and Infotrak with Motorola on a month to month basis through April 2020 as attached hereto and a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Motorola Solutions  
Telecom (file)



November 13, 2019

Mr. Paul Bernard  
Warren County  
500 Justice Drive  
Lebanon, OH 45036-2379

**RE: Extension to Maintenance and Support Agreement: 202**  
**Product: PremierCAD™ and Infotrak™**

Dear Mr. Bernard:

By means of this letter, Motorola Solutions, Inc. hereby extends Warren County's maintenance and support agreement as referenced above. Enclosed is one (1) copy of the updated Exhibit A Covered Products, Support Options and Pricing, Exhibit B Customer Support Plan, and Exhibit C Labor Rates for the period **September 1, 2019** through **April 30, 2020**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and returning one copy by e-mailing it to [andrea.ballou@motorolasolutions.com](mailto:andrea.ballou@motorolasolutions.com) on or before **December 1, 2019**.

If you have any questions or need further clarification, please contact me directly at (513) 668-7251 or by e-mailing [andrea.ballou@motorolasolutions.com](mailto:andrea.ballou@motorolasolutions.com).

Sincerely,

Andrea Ballou  
Customer Support Manager  
Motorola Solutions, Inc.

**Accepted by:**

**MOTOROLA SOLUTIONS, INC.**

**WARREN COUNTY**

By: *Andrea Ballou*

By: *Shannon Jones*

Name: Andrea Ballou

Name: Shannon Jones

Title: Customer Support Manager

Title: President

Date: November 13, 2019

Date: 11-26-19

**APPROVED AS TO FORM**

*Adam M. Nice*

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

**Exhibit A**

**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MAINTENANCE AND SUPPORT AGREEMENT 202 TERM: 9/1/2019-4/30/2020**

<b>CUSTOMER AGENCY</b>	<b>Warren County</b>	<b>BILLING AGENCY</b>	<b>Warren County</b>
Address	500 Justice Drive	Address	500 Justice Drive
City, State, Zip	Lebanon, OH 45036-2379	City, State, Zip	Lebanon, OH 45036-2379
<b>Contact Name</b>	<b>Paul Bernard</b>	<b>Contact Name</b>	<b>Accounts Payable</b>
Telephone Number	(513) 695-1726	Telephone Number	
Email Address	pbernard@wcoh.net	Email Address	

*For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) MSI-HELP Option 4: Option 2) Computer Aided Dispatch and Mobile; Option 2) PremierOne, Legacy CAD/Mobile or Option 4) Records/Jail Management; Option 2) PremierOne, Legacy Records*

**Site Identification Numbers**

<b>Product Group</b>	<b>Site Identification Number</b>	<b>Phone Prompt</b>
PremierCAD™	PSA218000_(CAD)	4,2,2
Infotrak™ LRMS	PSA218000_(LRMS)	4,4,2

**Standard Services Include:**

- Customer Support Plan
- Case Management 24x7
- Technical Support 9x5
- Third-party Vendor Coordination
- Virtual Private Network VPN Tool, if applicable
- On-site Support (when applicable)
- Software Releases, as defined
- Access to Users Group Site

**MOTOROLA SUPPORTED PRODUCTS**

<b>Product</b>	<b>Description</b>	<b>Technical Service Level</b>	<b>Qty</b>	<b>Term Fees</b>
PREMIERCAD™	PremierCAD™ Server License	24x7 Limited Support***	1	\$17,843.00
	MGU		1	\$2,998.00
	CAD/AWW License		12	\$2,573.00
	UDT/DSS (CAD DSS License)		1	\$5,350.00
	OpenQuery Server License		1	\$893.00
	OpenQuery Client License		26	\$3,022.00
	ATM CAD License		1	\$7,853.00
	ATM Client License		12	\$25,694.00
	CAD Workstation with Mapping - CAD and AWW and ATM - SA 1136/Sales Contract 2687		4	\$2,114.00
PREMIERCAD™ INTERFACE	E9-1-1 (Telephone System owned by Warren County)	24x7 Limited Support***	1	\$1,784.00
	MDT		1	\$26,770.00
	NetClock		1	\$1,498.00
	UDT to Pamet RMS export		1	\$1,498.00
	Hiplink Interface - SA 997/Sales Contract PSAOH120650A		1	\$2,589.00
	CAD to MCC7500 Console Interface - SA 1136/Sales Contract 2687		1	\$2,349.00
	ProQA - SA 1350/Project #OHP15P105A		1	\$2,130.00
	ProQA Fire - SA 1350/Project #OHP15P105A		1	\$2,130.00
ProQA Law - SA 1350/Project #OHP15P105A	1	\$2,130.00		
INFOTRAK™ LRMS	RMS Server License	24x7 Limited Support***	1	\$7,139.00
	RMS Client Access License		14	\$501.00
	RMS Administrator Client Access License		14	\$7,997.00
	RMS DSS License		1	\$2,677.00
<b>TOTAL</b>				<b>\$129,532.00</b>



**Exhibit A Continued**  
**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MAINTENANCE AND SUPPORT AGREEMENT    202**

**TERM: 9/1/2019-4/30/2020**

**Optional Services Available:**

- |                                    |                                     |
|------------------------------------|-------------------------------------|
| 24X7 Technical Support             | Users Conference Advance Purchase** |
| Professional Services Upgrades*    | On-site Support Dedicated Resource  |
| Hardware Refresh*                  | GeoFile Services                    |
| Professional Services Consultation | Time and Materials                  |
| Professional Services Training     | Lifecycle Services*                 |
- \*Require Multi-year Agreement

<b>**USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS</b>			
<b>Users Conference Attendance Includes:</b>	<b>Year</b>	<b>2020</b>	<b>Number Attendees</b>
			<b>0</b>
<ul style="list-style-type: none"> <li>• Registration fee</li> <li>• Roundtrip travel for event (booked by Motorola)</li> <li>• Hotel accommodations (booked by Customer Agency per Motorola website instructions)</li> <li>• Ground Transportation (booked by Motorola)</li> <li>• Daily meal allowance<sup>1</sup></li> </ul>			

<sup>1</sup>Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

**SUPPORT FEES SUMMARY**

<b>Product</b>	<b>Service Level</b>	<b>Term Fees</b>
PremierCAD™	24x7 Limited Support***	\$68,340.00
PremierCAD™ Interfaces	24x7 Limited Support***	\$42,878.00
Infotrak™ LRMS	24x7 Limited Support***	\$18,314.00
Multi-System Discount – 2.5%		(\$3,238.00)
<b>GRAND TOTAL</b>		<b>\$126,294.00</b>
<b>MONTHLY FEES</b>		<b>\$15,786.75</b>

**NOTE: \*\*\*Limited Support on PremierCAD™ and LRMS effective September 1, 2019 as follow:**

- Support can be reached via phone, email or Motorola On-Line as is currently available.
- For Severity Levels 3 and 4 situations, Support will attempt resolution on a best effort basis. For those situations where Support cannot achieve resolution, the problem ticket will be closed
- For Severity Levels 1 and 2 situations, Support will attempt resolution on a best effort basis.
- Situations where Support cannot achieve resolution, the problem will be escalated to the next level of Support.
- Resolution of escalated Severity Level 2 situations will be attempted on a best effort basis. For those situations where the next level of Support cannot achieve resolution, the problem ticket will be closed.
- Service will be restored for escalated Severity Level 1 situations.
- For all severity levels, no product defect resolution or interface updates will be provided.
- There will be no product changes or enhancements made for any reason including technology advancements (i.e. Microsoft Version EOL) or CJIS security standard updates.
- There will be no existing Release upgrades deployed by Motorola Solutions after the End of Support (EOS) date of August 31, 2018.

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**Exhibit B**  
**CUSTOMER SUPPORT PLAN**

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**MAINTENANCE AND SUPPORT AGREEMENT**    202

**TERM:** 9/1/2019-4/30/2020

**CUSTOMER:** Warren County

## **Introduction**

Welcome to Motorola Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications (PSA) system.

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Key Responsibilities**
- V. Customer Call Flow**
- VI. Contact Information**

### ***I. Service Offerings***

Motorola Customer Support organization includes a staff of Support Analysts who are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of Motorola Customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

#### **Service Levels**

<b>Level 0</b>	Logging, dispatching and tracking service requests
<b>Level 1</b>	Selected 1 <sup>st</sup> call support, triage and resolution
<b>Level 2</b>	Telephone and/or on-site support for normal technical requirements
<b>Level 3</b>	High-level technical support prior to Engineering escalation
<b>Level 4</b>	Engineering software code fixes and changes

Motorola provides to customers on an active Maintenance and Support Agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in Section 3 of the main body of the Maintenance and Support Agreement.

## **II. Accessing Customer Support**

### *The Motorola Solutions System Support Center Operations*

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola Online**
3. **Email Case Ticketing**

### **Option 1 - Call Motorola Solutions System Support Center**

**For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) MSI-HELP Option 4:**

*Option 2) Computer Aided Dispatch and Mobile*

*Option 2) PremierOne, Legacy CAD/Mobile*

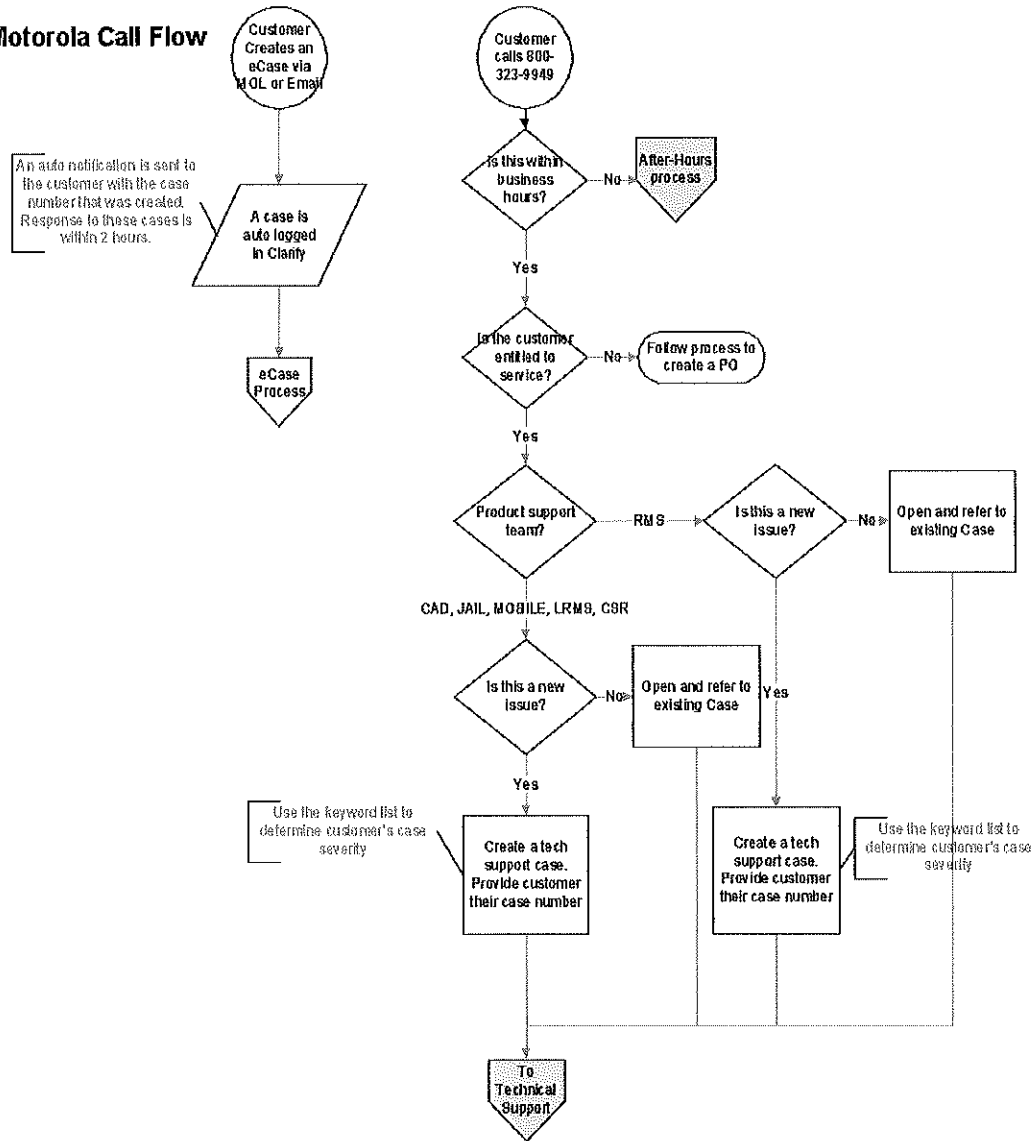
*Option 4) Records/Jail Management*

*Option 2) PremierOne, Legacy Records*

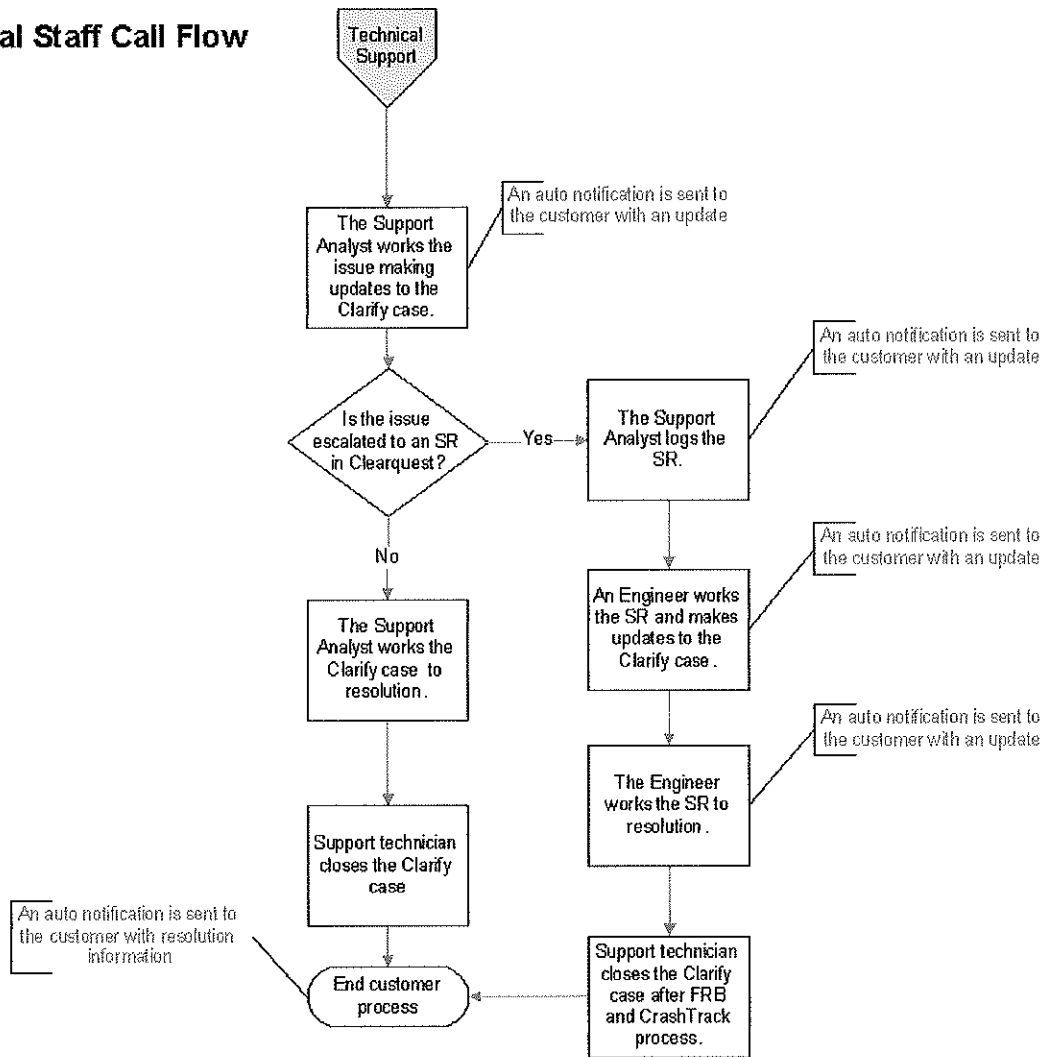
Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification Number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member. A unique tracking number will be provided to your agency for future reference.

Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst 24/7/365.

### Motorola Call Flow



# Technical Staff Call Flow



## How to Obtain Technical Support for Products

Action / Response
<p><b>Step 1. Call the Motorola Solutions System Support Center 1-800-MSI-HELP</b></p> <p>Step 2. Select option 4 (Motorola Public Safety Applications)</p> <p>Step 3. Select option 2 (Computer Aided Dispatch and Mobile) or option 4 (Records/Jail Management )</p> <p>Step 4. Select product specific option 2 (PremierOne, Legacy CAD/Mobile or PremierOne, Legacy Records)</p> <p>Step 5. Provide Site Identification Number (See Covered Products Exhibit for your agency's Site Identification Numbers)</p>

Step 6. Provide Your Information	<p>Caller Name</p> <p>Contact Phone Number</p> <p>Description of problem</p> <p>Severity of system problem determined at time of call</p> <p>Time available for call back</p> <p>Email address</p>
----------------------------------	--

Step 7. Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-MSI-HELP and following steps 2-4 above and providing the case number.
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Standard Response Time	<p><b>RESPONSE</b> See Section III for Severity Level definitions</p> <p>Severity 1: 1 hour</p> <p>Severity 2: 3 business hours</p> <p>Severity 3: 6 business hours</p> <p>Severity 4: 2 business days</p>

Step 8. Notification of CASE All Activity	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>
Notification of CASE Open/Close Activity	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>

## **Option 2 - Submit a ticket via eCase Management from Motorola On-Line**


Motorola Online eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

### **Setting Up a Motorola Solutions Online Account**

To set up a Motorola Solutions On-Line account, please visit <https://businessonline.motorolasolutions.com> and follow the directions on the link for "Sign Up Now."

**A User ID and Password are not required for setting up your account.** After accessing the link above, indicate in the "Additional Information" field you are a **Public Safety** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions Online account set up. In approximately 4-5 business days an additional email will be sent which includes details about your Online account.

### **Accessing the Technical Case Management web site**


Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at [businessonline.motorolasolutions.com](https://businessonline.motorolasolutions.com) with your user ID and password, click on the Contact Us  Open Case, and select System Support Issue from the Issue Type drop-down.

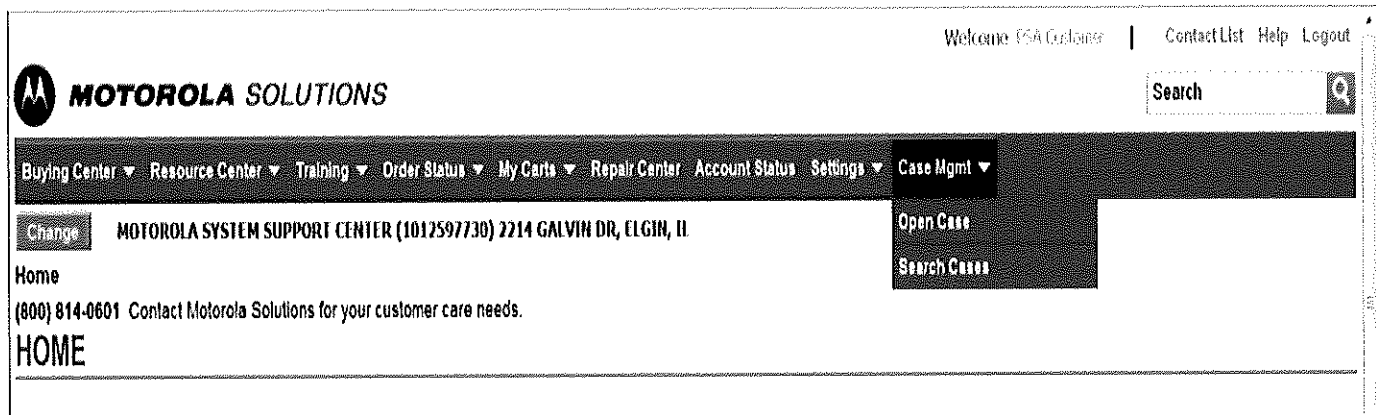
### **Primary Features of Online Technical Case Management**

Motorola customers have three main functions available through Motorola Online to manage their cases:

- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

#### *A. Open a New Case*

1. Log into Motorola Solutions Online
2. Click on the "Case Mgmt"  Open Case



The screenshot shows the Motorola Solutions Online eCase Management interface. At the top right, there is a navigation bar with "Welcome PSA Customer", "Contact List", "Help", and "Logout". Below this is the Motorola Solutions logo and a search bar. A dark navigation bar contains several menu items: "Buying Center", "Resource Center", "Training", "Order Status", "My Carts", "Repair Center", "Account Status", "Settings", and "Case Mgmt". The "Case Mgmt" menu is expanded, showing "Open Case" and "Search Cases". Below the navigation bar, there is a "Change" button and the address "MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL". Below the address, there is a "Home" link and the phone number "(800) 814-0601 Contact Motorola Solutions for your customer care needs." At the bottom left, there is a "HOME" link.

3. Select the Reason Code = **System Support Issue** (and the page will automatically reload)

#### Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue ▼

Title:

System Support Site: Please Specify ▼

Case Type: Please Specify ▼

Severity: Please Specify ▼

System: Please Specify ▼

Description:

4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications System**
6. Fill in a detailed description of your issue
7. Click "Create Case"

#### Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue ▼

Title:

System Support Site: Please Specify ▼

Case Type: Please Specify ▼

Severity: Please Specify ▼

System: Please Specify ▼


Description:

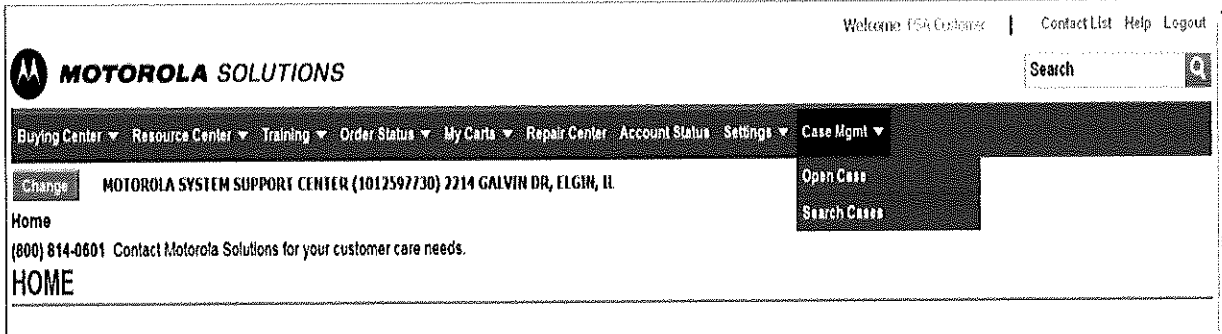
Create Case



8. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long), Note: The confirmation screen includes "expand all" and "collapse all" buttons for case notes.

*B. Search for an Existing Case*

1. Log into Motorola Online
2. Click on the "Case Mgmt"  Search Case
3. Enter the exact case number or enter search criteria to find a range of tickets
4. Click "Got To" or "Search"



Motorola Solutions website header showing navigation menu (Buying Center, Resource Center, Training, Order Status, My Carts, Repair Center, Account Status, Settings, Case Mgmt) and search bar. The Case Mgmt dropdown menu is open, showing options for Open Case and Search Cases. The user is logged in as FSA Customer.

**Go Directly to Case**

Case Number: \_\_\_\_\_  
(Please enter the exact case number.)

**Enter Search Criteria**

Case Number: \_\_\_\_\_

Title: \_\_\_\_\_

Type: All My Cases

Condition: Open

01 Sep 2002

To

06 Mar 2012

### C. Update an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

[Add Note](#) - [Open Case](#) - [Search Cases](#)

---

Details for Case # 20000216 Case Number

Title: TEST

<p>Case Condition: Open Customer name: TEST CUSTOMER Case Status: Not Assigned Issue Type: System Support Case Source: Web Contact Name: Test Test WebID Contact Phone: 847 725-4902 Contact Email: test@test.com/test</p>	<p>System Site ID: MDT1130 System Site Name: Test Site as an example Case System: IT Case Type: Network Management</p>
--	--

Expand/Collapse Buttons  
Expand All Collapse All

Activity	Date/Time	Activity Summary
Create	12/01/2004 3:00:53 PM	1 <sup>st</sup> Performed by contact. Please Specify, Status = Not Assigned
Update	12/01/2004 3:00:53 PM	4 <sup>th</sup> Performed by contact

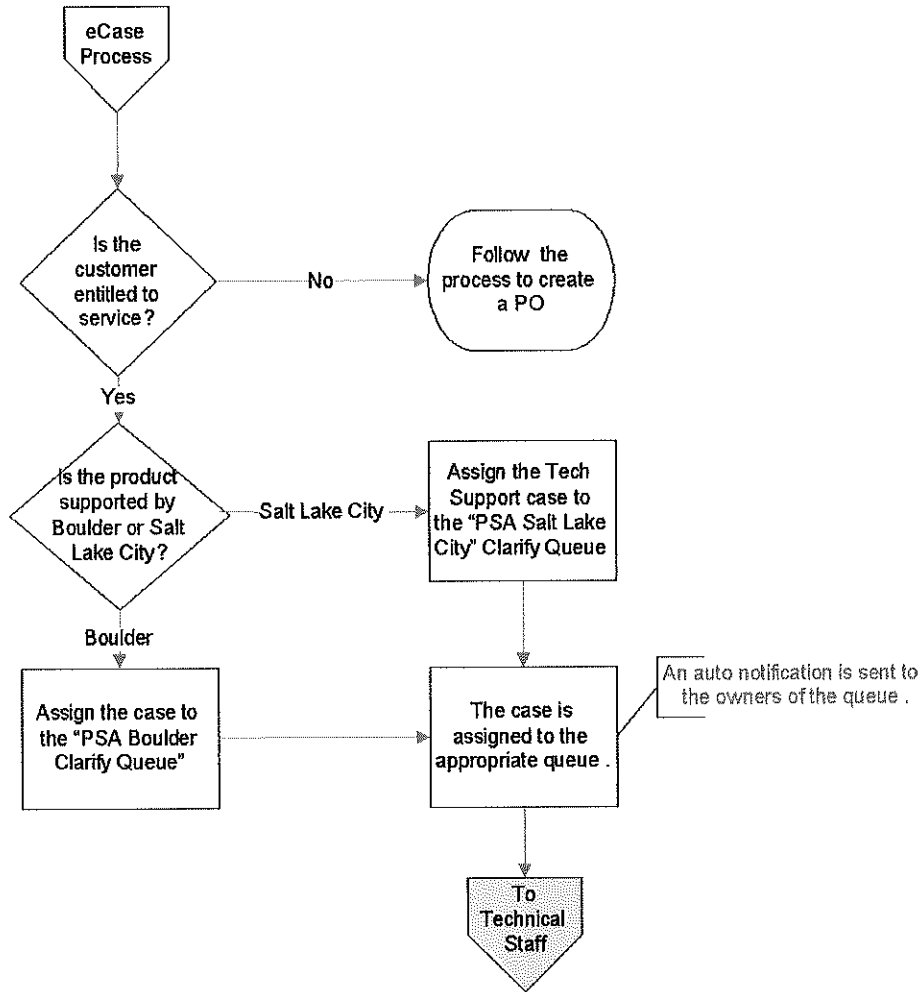
Add Note Add Notes

### Motorola Solutions On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-MSI-HELP and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-MSI-HELP.
3. When updating case notes, please provide contact information, which includes phone number, email, etc.
4. For questions on Motorola Online eCase Management or Support, please contact the Motorola Online Helpdesk at 800-814-0601.

Requirements for effective usage:  
Browser: Internet Explorer 5.0 or greater  
Valid MOL user ID and Password

### Motorola On-line Flow



### **Option 3 - Submit a ticket via Email Case Management**

An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below:

1. Address your email to [PSACASE@motorolasolutions.com](mailto:PSACASE@motorolasolutions.com)
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID =** followed by the site identification number of the system location
4. Type **Product Type=** followed by the product family type. Choose from the following list:
  - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
  - CSR (CUSTOMER SERVICE REQUEST)
  - INFOTRAK, LRMS
  - JAIL MANAGEMENT (OFFENDERTRAK)
  - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
  - NETRMS
5. Type **Contact First Name =** followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name =** followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number =** followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level =** followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description =** followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA Customer Support at 1 800-MSI-HELP for further assistance.

#### **SAMPLE Email Ticket Formatting:**

**To...** PSACASE

**CC...**

**Bcc...**

**Subject:** PSA Service Request: NetRMS Reports Not Functioning

**Site ID number:** PSA1234\_(NetRMS\_) (*Clarify site identification number*)  
**Product type:** NetRMS (*Specific product such as LRMS, NetRMS, PremierMDC, etc.*)  
**Contact first name:** John  
**Contact last name:** Doe  
**Phone number:** 303-123-4567  
**Severity level:** Level 3 (*Email ticketing is available for severity levels three and four only*)  
**Problem description:** NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports (*Include a comprehensive description of the problem*)

### III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Support and Engineering teams. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution (On Demand). When a permanent solution is developed and certified through testing, it will be incorporated into the applicable On Demand, Cumulative Update, Supplemental, or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	<b>Total System Failure</b> - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	<b>Telephone conference within 1 Hour of initial voice notification</b>
2	<b>Non-Critical Major Failure</b> - This error level occurs when a major but non-critical element in the System is not functioning but that does not prohibit continuance of basic operations. There is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM (customer's time zone), excluding US Holidays	<b>Telephone conference within 3 Business Hours of initial voice notification during normal business hours</b>
3	<b>Non-Critical Minor Failure</b> - This level is meant to represent a minor issue that does not preclude use of PremierOne Solution. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM (customer's time zone), excluding US Holidays.	<b>Telephone conference within 6 Business Hours of initial notification during normal business hours</b>
4	<b>Inconvenience</b> - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	<b>Telephone conference within 2 Standard Business Days of initial notification</b>

*Incoming cases are automatically assigned an initial Severity Level of 3, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*

## Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	ACTION	RESPONSIBILITY
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

- 3.1 **Reporting a Problem.** Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.
- 3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detailed error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.
- 3.3 **Error Correction Status Report.** Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

## **IV. Key Responsibilities**

### **4.1 Motorola Responsibilities**

- 4.1.1 **Support on Motorola Software.** Motorola will provide any required software fixes in the form of either a "patch" or in an On Demand, Cumulative Update, Supplemental or Standard Release.
- 4.1.2 **Motorola Response.** Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in the Covered Products, Support Options and Pricing Exhibit.
- 4.1.3 **Remote Installation.** At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.4 **Software Release Compatibility.** At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 4.1.5 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.
- 4.1.6 **On-Site Software Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.
- 4.1.8 **Principal Period of Maintenance.** At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.
- 4.1.9 **Compliance to Local, County, State and/or Federal Mandated Changes.** (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are not part of the covered Services and will be quoted at the time of the request. Federal and State mandated changes for IBR and UCR are included in Motorola's standard maintenance offering.
- 4.1.10 **Anti-virus Software.** At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.11 **Account Reviews.** Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.12 **Reports.** Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.
- 4.1.13 **Maintenance Contract Administration.** Motorola's Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, a Motorola Customer Support Manager will contact you to discuss the options available for your specific site. The terms of the agreement can be customized to your agency's budgetary

requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, VPN support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

## **4.2 Customer Responsibilities**

- 4.2.1 **Initiate Service Request Cases.** Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support Agreement Customer Support Plan Exhibit to initiate technical support request case.
- 4.2.2 **Assess Severity Level.** Assist in assessing the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.
- 4.2.3 **Escalate Appropriately.** Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Customer Support Plan Exhibit.
- 4.2.4 **Support on Hardware.** Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3<sup>rd</sup> party on-site hardware support. Third party support on some system components may be available through Motorola Maintenance and Support Agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Maintenance and Support Agreement.
- 4.2.5 **VPN connectivity.** Provide VPN connectivity and telephone access to Motorola personnel.
- 4.2.6 **Anti-virus software.** Run installed anti-virus software.
- 4.2.7 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System, except HP OS upgrades. Before installing OS upgrades, Customer will contact Motorola to verify that a given OS upgrade is appropriate.
- 4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team in expediting and troubleshooting the issue. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.



# Trouble Report Form

<b>Agency Name:</b>	<b>Motorola Case Number:</b>
<b>Contact Name:</b>	<b>E-mail Address:</b>
<b>Contact Phone:</b>	<b>Contact Fax:</b>
<b>Severity Level:</b>	<b>CAD Correction#:</b>
<b>Subject:</b>	
<b>Product/Version:</b>	

**Problem Description:** Please ensure that the description provided is as detailed as possible. Including accurate details, helps Motorola to resolve the issue promptly and successfully. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola probability of locating a root cause and achieving a timely resolution.

**Steps to Duplicate:** Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.

Step One:	
Step Two:	
Step Three:	
Step Four:	
Step Five:	
Step Six:	
Step Seven:	

Additional Steps:

<b>Expected Results:</b>	
<b>Actual Results:</b>	

**Configuration Checked:**

## V. Customer Call Flow

To Be Provided By Customer

## VI. Contact Information

### Motorola Contacts

CONTACT	PHONE NUMBER
Motorola Solutions System Support Center	(800) MSI-HELP
Phillip Askey Tier 2 - Technical Support Manager P.Askey@motorolasolutions.com	(720) 565-4764 - office
Jeff Dolph Tier 1 - Technical Support Manager JeffDolph@motorolasolutions.com	(303) 527-4038 - office (303) 319-8935 - mobile
Andrea Ballou Customer Support Manager Andrea.Ballou@motorolasolutions.com	(513) 668-7251 - mobile

### Customer Contacts (to be provided by Customer)

<u>Customer Agency Name:</u> Address: City, State and Zip:
<u>Billing Contact Name:</u> Phone No: Email:
<u>Backup System Administrator Name:</u> Phone No: Email:
<u>Service Escalations Contact Name:</u> Title: Phone No: Email:

---

**Exhibit C**  
**LABOR RATES**

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**MAINTENANCE AND SUPPORT AGREEMENT    202**

**TERM: 9/1/2019-4/30/2020**

**CUSTOMER: Warren County**

The following are Motorola's current labor rates, subject to an annual change.

**The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:**

<b>SERVICE HOURS</b>	<b>LABOR RATES</b>
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

**The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:**

<b>SERVICE HOURS</b>	<b>LABOR RATES</b>
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

# Resolution

Number 19-1599

Adopted Date November 26, 2019

AUTHORIZE THE TRANSFER OF SURPLUS RADIO EQUIPMENT FROM WARREN COUNTY TELECOMMUNICATIONS TO THE AGENCIES LISTED BELOW

BE IT RESOLVED, to authorize the transfer of surplus radio equipment from Warren County Telecommunications to the agencies listed below:

- |                             |                |                           |
|-----------------------------|----------------|---------------------------|
| • Serial Number: 775THJ0275 | Model: XTL1500 | Agency: Salem Twp Road    |
| • Serial Number: 775THJ0365 | Model: XTL1500 | Agency: Salem Twp Road    |
| • Serial Number: 775THJ2109 | Model: XTL1500 | Agency: Salem Twp Road    |
| • Serial Number: 775THL1115 | Model: XTL1500 | Agency: Massie Twp Road   |
| • Serial Number: 775THL1153 | Model: XTL1500 | Agency: Massie Twp Road   |
| • Serial Number: 775THL1214 | Model: XTL1500 | Agency: Hamilton Twp Road |
| • Serial Number: 775THL1216 | Model: XTL1500 | Agency: Hamilton Twp Road |
| • Serial Number: 775THL1221 | Model: XTL1500 | Agency: Union Twp Road    |
| • Serial Number: 775THL1222 | Model: XTL1500 | Agency: Union Twp Road    |
| • Serial Number: 775THL1243 | Model: XTL1500 | Agency: Union Twp Road    |
| • Serial Number: 775THQ0661 | Model: XTL1500 | Agency: Union Twp Road    |
| • Serial Number: 775THQ1194 | Model: XTL1500 | Agency: Harveysburg PW    |
| • Serial Number: 775THQ1195 | Model: XTL1500 | Agency: Harveysburg PW    |
| • Serial Number: 775THQ1209 | Model: XTL1500 | Agency: Harveysburg PW    |
| • Serial Number: 775THQ1235 | Model: XTL1500 | Agency: Harveysburg PW    |
| • Serial Number: 775TGG0025 | Model: XTL1500 | Agency: Harlan Twp Road   |
| • Serial Number: 775CPD0723 | Model: XTL1500 | Agency: Harlan Twp Road   |
| • Serial Number: 775THW116  | Model: XTL1500 | Agency: Harlan Twp Road   |
| • Serial Number: 775CPD0746 | Model: XTL1500 | Agency: Harlan Twp Road   |
| • Serial Number: 775CJF0802 | Model: XTL1500 | Agency: Wayne Twp Road    |
| • Serial Number: 775CPD0798 | Model: XTL1500 | Agency: Franklin Twp Road |
| • Serial Number: 775CJF0122 | Model: XTL1500 | Agency: Franklin Twp Road |
| • Serial Number: 775CPD0730 | Model: XTL1500 | Agency: Franklin Two Road |
| • Serial Number: 775CPD0731 | Model: XTL1500 | Agency: Franklin Twp Road |

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1600

Adopted Date November 26, 2019

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/19/19 and 11/21/19 as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 19-1601

Adopted Date November 26, 2019

APPROVE BOND REDUCTION FOR HIGHLANDS ONE, LLC FOR COMPLETION OF IMPROVEMENTS IN HIGHLANDS AT HERITAGE HILL, PHASE 2 SITUATED IN UNION TOWNSHIP

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

## EROSION CONTROL PERFORMANCE BOND REDUCTION

Bond Number	:	N/A
Development	:	Highlands at Heritage Hill, Phase 2
Developer	:	Highlands One, LLC
Township	:	Union
Amount	:	\$21561.38
Surety Company	:	Cashier's Check 5/3 Bank #28543647

BE IT FURTHER RESOLVED, the original amount of the bond was \$25,481.63 and now after the above reduction the new required bond amount is \$3,920.25.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 19-1602

Adopted Date November 26, 2019

APPROVE A SIDEWALK BOND RELEASE FOR HDC II, LLC, FOR COMPLETION OF IMPROVEMENTS IN GREYCLIFF LANDING, SECTION 2 SITUATED IN FRANKLIN TOWNSHIP

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

### BOND RELEASE

Bond Number	:	06-004 (S)
Development	:	Greycliff Landing, Section 2
Developer	:	HDC II, LLC
Township	:	Franklin
Amount	:	\$26,208.00
Surety Company	:	American Southern Ins. Co. (B98802014751)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: HDC II, LLC, Attn: R. Todd Henderson, 2969 Beal Road, Franklin, OH 45005  
American Southern Ins. Co, 3715 Northside Pkwy, Bldg 400, Ste 800, Atlanta, GA 30327  
Engineer (file)  
Bond Agreement file

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

# Resolution

Number 19-1603

Adopted Date November 26, 2019

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR HDC II, LLC FOR COMPLETION OF IMPROVEMENTS IN GREYCLIFF LANDING, SECTION 2 SITUATED IN FRANKLIN TOWNSHIP.

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

### BOND RELEASE

Bond Number	:	06-004 (P)
Development	:	Greycliff Landing, Section 2
Developer	:	HDC II, LLC
Township	:	Franklin
Amount	:	\$50,846.90
Surety Company	:	American Southern Ins. Co. (B98802014750)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: HDC II, LLC, Attn: R. Todd Henderson, 2969 Beal Road, Franklin, OH 45005  
American Southern Ins. Co, 3715 Northside Pkwy, Bldg 400, Ste 800, Atlanta, GA 30327  
Engineer (file)  
Bond Agreement file



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

# Resolution

Number 19-1604

Adopted Date November 26, 2019

APPROVE MOURNING DOVE WOODS IN GREYCLIFF LANDING, SECTION 2 FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Mourning Dove Woods has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2367-T	Mourning Dove Woods	0'-29'-0'	0.150

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

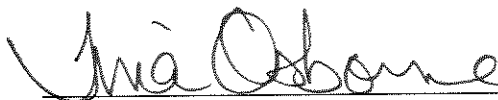
BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

DEDICATION  
WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATED, 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 SEWERLINES AND FOR THE MAINTENANCE AND REPAIR OF STREETS. 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 INFILTRATION AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, 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.

THE ABOVE UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, ORIGINAL GAS & ELECTRIC, ADDELPHIA CABLE COMMUNICATIONS, DIGNONATI BELL TELEPHONE AND WARREN COUNTY ENGINEERS.

AS TO ALL: OWNER: HOC II, LLC, AN OHIO LIMITED LIABILITY COMPANY

NAME: William C. Henson  
WITNESS: R. Todd Henderson  
NAME: R. Todd Henderson  
WITNESS: Roh. St. Hings

NOTARY  
STATE OF OHIO, COUNTY OF WARREN SS:  
BE IT REMEMBERED ON THIS 10 DAY OF February, 2006  
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CAME HOC II, LLC, AN OHIO LIMITED LIABILITY COMPANY BY R. TODD HENDERSON ITS PRESIDENT WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN  
William C. Henson August 30, 2006  
NAME: William C. Henson  
NOTARY PUBLIC MY COMMISSION EXPIRES

LENDHOLDER: OAKRILL BANK  
NAME: William C. Henson  
WITNESS: R. Todd Henderson  
NAME: R. Todd Henderson  
WITNESS: Roh. St. Hings

NOTARY  
STATE OF OHIO, COUNTY OF WARREN SS:  
BE IT REMEMBERED ON THIS 10 DAY OF February, 2006  
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CAME OAKRILL BANK BY ROBERT O. WARD ITS ASSOC. VICE PRESIDENT WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN  
William C. Henson August 30, 2006  
NAME: William C. Henson  
NOTARY PUBLIC MY COMMISSION EXPIRES

DATE: 3<sup>rd</sup> of February  
STATE OF OHIO, COUNTY OF WARREN SS:  
R. TODD HENDERSON, PRESIDENT BEING DAILY SWORN SAYS THAT ALL PERSONS AND CORPORATIONS TO THE BEST OF HIS KNOWLEDGE INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LENDHOLDERS HAVE UNITED IN ITS EXECUTION.  
R. Todd Henderson  
NAME: R. Todd Henderson  
NOTARY PUBLIC MY COMMISSION EXPIRES

IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN  
William C. Henson August 30, 2006  
NAME: William C. Henson  
NOTARY PUBLIC MY COMMISSION EXPIRES

NOTARY  
STATE OF OHIO, COUNTY OF WARREN SS:  
BE IT REMEMBERED ON THIS 10 DAY OF February, 2006  
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CAME HOC II, LLC, AN OHIO LIMITED LIABILITY COMPANY BY R. TODD HENDERSON ITS PRESIDENT WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN  
William C. Henson August 30, 2006  
NAME: William C. Henson  
NOTARY PUBLIC MY COMMISSION EXPIRES

# RECORD PLAT GREYCLIFF LANDING SECTION 2

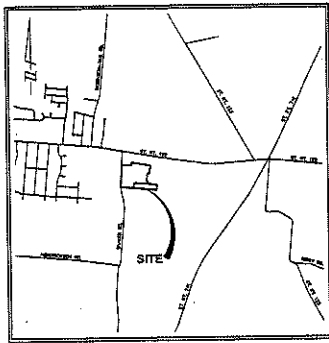
CONTAINING 8.2835 ACRES

LOCATED IN  
SECTION 21, TOWN 3, RANGE 4, B.T.M.  
FRANKLIN TOWNSHIP  
WARREN COUNTY, OHIO

AUGUST, 2005

LOT #	SIDWELL #
OLD 16,728 AC.	08-21-300-087
NEW 39	08-21-402-017
NEW 40	08-21-402-018
NEW 41	08-21-402-019
NEW 42	08-21-402-020
NEW 43	08-21-402-021
NEW 44	08-21-402-022
NEW 45	08-21-402-023
NEW 46	08-21-402-024
NEW 47	08-21-402-025
NEW 48	08-21-402-026
NEW 49	08-21-402-027
NEW 50	08-21-402-028
NEW 51	08-21-402-029
NEW 52	08-21-402-030
NEW 53	08-21-402-031
NEW 54	08-21-402-032
NEW 55	08-21-402-033
NEW 56	08-21-402-034
NEW 57	08-21-402-035
NEW 58	08-21-402-036
NEW 59	08-21-402-037
NEW 60	08-21-402-038
NEW 7,943 AC.	08-21-300-020

2/10/06



LOCATION MAP  
NOT TO SCALE

COUNTY COMMISSIONERS  
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 10 DAY OF February, 2006.  
COMMISSIONERS: William C. Henson, R. Todd Henderson, William C. Henson

COUNTY RECORDER  
FILE NO: 2006-110  
RECORDED ON THIS 10 DAY OF February, 2006 AT 11:21 AM.  
RECORDED IN PLAT BOOK 74, PAGES 300-311.  
FEES: 253.00

BY: Lucia Juffs Beth Deckard  
DEPUTY COUNTY AUDITOR WARREN COUNTY RECORDER  
COUNTY AUDITOR  
TRANSFERRED ON THIS 10 DAY OF February, 2006  
BY: William C. Henson Nicholas J. Henson  
DEPUTY COUNTY AUDITOR WARREN COUNTY AUDITOR

DRAINAGE STATEMENT  
UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTY (50) 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. THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT UNTIL THE EXPIRATION OF THE PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, AS APPLICABLE, THE DEVELOPER (OR THEIR AGENT) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR REESTABLISH DRAINAGE SHALES WITHIN ALL DRAINAGE EASEMENTS, FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE DITCHES OR CHANNELS DESIGNATED AS "DRAINAGE EASEMENTS" ON THIS PLAT, EXCEPT AS STIPULATED ABOVE, WITH RESPECT TO DEVELOPER MAINTENANCE. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER WITHIN THE EASEMENTS. NO STRUCTURE, PLANTING, FENCING, CULTURE, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.  
THE HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWERS, STRUCTURES, DETENTION/RETENTION BASINS AND SUMP PUMPS.

COUNTY ENGINEER  
I HEREBY APPROVE THIS PLAT ON THIS 10 DAY OF February, 2006.  
William C. Henson  
WARREN COUNTY ENGINEER

COUNTY SANITARY ENGINEER  
I HEREBY APPROVE THIS PLAT ON THIS 10 DAY OF February, 2006.  
William C. Henson  
WARREN COUNTY SANITARY ENGINEER

WARREN COUNTY REGIONAL PLANNING COMMISSION  
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 7 DAY OF February, 2006.  
William C. Henson  
EXECUTIVE DIRECTOR

WARREN COUNTY ZONING INSPECTOR  
I HEREBY APPROVE THIS PLAT ON THIS 10 DAY OF February, 2006.  
William C. Henson  
WARREN COUNTY ZONING INSPECTOR

CERTIFICATE OF SURVEYOR  
I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION ON 12/09/05 AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN AT THE TIME OF THE DEVELOPER'S REQUEST.



Steven R. Pennington  
STEVEN R. PENNINGTON, P.S.  
SURVEYOR NO. 5-7215

DEED REFERENCE:  
SITUATED IN SECTION 21, TOWN 3, RANGE 4, B.T.M. FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 8.2835 ACRES AND BEING PART OF THE 30.1127 ACRES OF THE 30.1127 ACRE TRACT AS CONVEYED TO HOC II, LLC, AN OHIO LIMITED LIABILITY COMPANY, AS DESCRIBED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 3388, PAGE 570, WARREN COUNTY, OHIO.

OWNER/DEVELOPER  
HOC II, LLC  
AN OHIO LIMITED LIABILITY COMPANY  
5737 STATE ROUTE 741  
SPRINGBORO, OHIO 45066  
TEL: (437) 748-0462

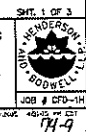
PREPARED BY  
HENDERSON & BODWELL, LLP  
CONSULTING ENGINEERS  
3530 IRWIN-SIMPSON RD.  
MASON, OHIO 45040  
513-398-1728  
PLAINFIELD, NEW YORK  
516-432-8878

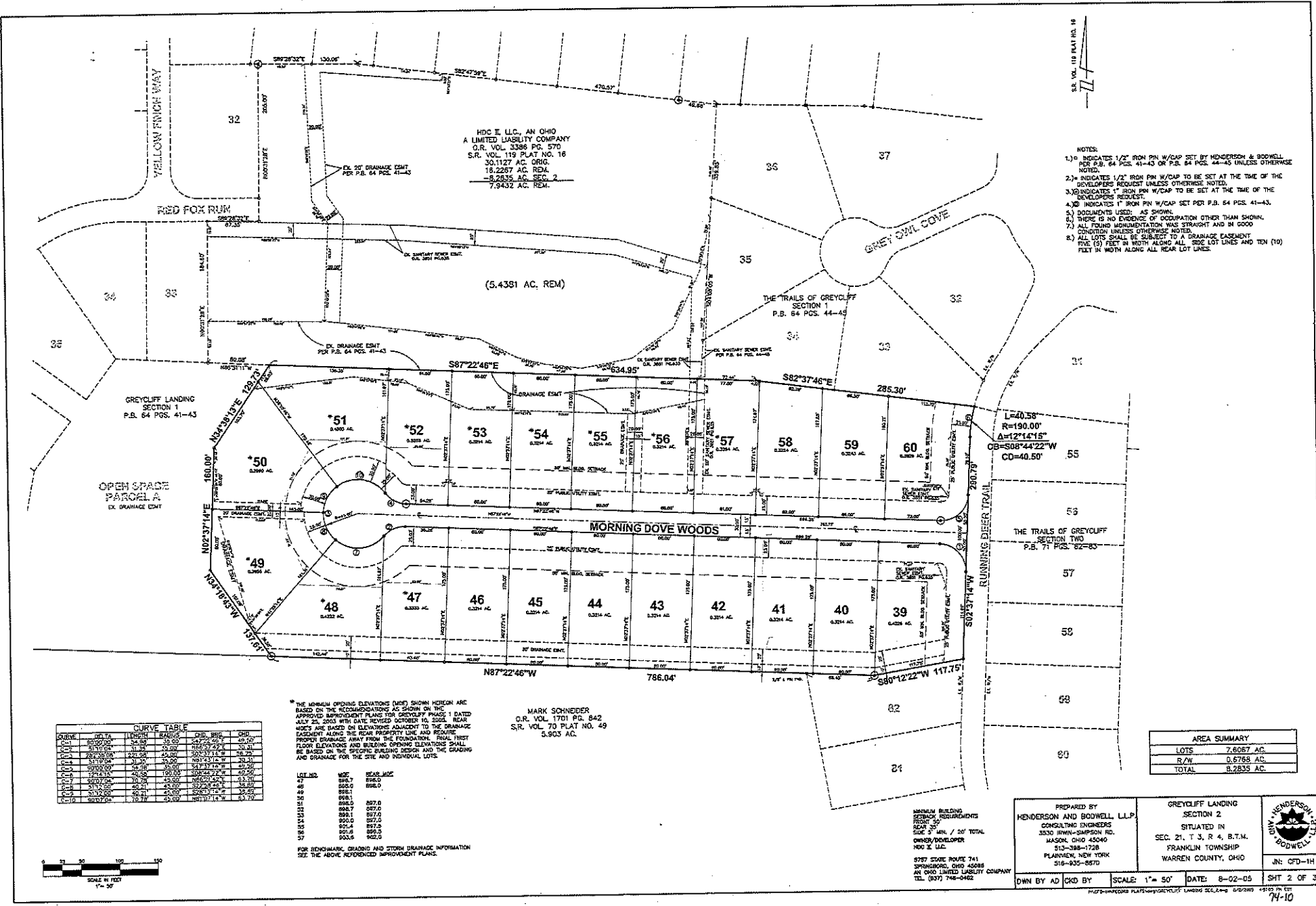
GREYCLIFF LANDING  
SECTION 2  
SITATED IN  
200.21 TOWN 3, RANGE 4, B.T.M.  
FRANKLIN TOWNSHIP  
WARREN COUNTY, OHIO

PREPARED BY  
HENDERSON & BODWELL, LLP  
CONSULTING ENGINEERS  
3530 IRWIN-SIMPSON RD.  
MASON, OHIO 45040  
513-398-1728  
PLAINFIELD, NEW YORK  
516-432-8878

PREPARED BY  
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CONSULTING ENGINEERS  
3530 IRWIN-SIMPSON RD.  
MASON, OHIO 45040  
513-398-1728  
PLAINFIELD, NEW YORK  
516-432-8878





- NOTES:
- 1.) INDICATES 1/2" IRON PIN W/CAP SET BY HENDERSON & BODWELL PER P.B. 64 PGS. 41-43 OR P.B. 64 PGS. 44-45 UNLESS OTHERWISE NOTED.
  - 2.) INDICATES 1/2" IRON PIN W/CAP TO BE SET AT THE TIME OF THE DEVELOPERS REQUEST UNLESS OTHERWISE NOTED.
  - 3.) INDICATES 1" IRON PIN W/CAP TO BE SET AT THE TIME OF THE DEVELOPERS REQUEST.
  - 4.) INDICATES 1" IRON PIN W/CAP SET PER P.B. 64 PGS. 41-43.
  - 5.) DOCUMENTS USED: AS SHOWN.
  - 6.) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
  - 7.) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
  - 8.) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FIVE (5) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND TEN (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.

HDC II, LLC, AN OHIO  
A LIMITED LIABILITY COMPANY  
O.R. VOL. 3386 PG. 570  
S.R. VOL. 115 PLAT NO. 16  
30.1127 AC. ORIG.  
18.2287 AC. REM.  
-5.2635 AC. SEC. 2  
7.9432 AC. REM.

MARK SCHNEIDER  
O.R. VOL. 1701 PG. 842  
S.R. VOL. 70 PLAT NO. 49  
5.903 AC.

THE MINIMUM OPENING ELEVATIONS (MSD) SHOWN HEREON ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR DEVELOPMENT PHASE 1 DATED JULY 25, 2003 WITH DATE REVISED OCTOBER 10, 2005. REAR YARDS ARE BASED ON ELEVATIONS ADJACENT TO THE DRAINAGE EASEMENT ALONG THE REAR PROPERTY LINE AND REQUIRE PROPER DRAINAGE AWAY FROM THE FOUNDATION. FINAL FIRST FLOOR ELEVATIONS AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN AND THE GRADING AND DRAINAGE FOR THE SITE AND INDIVIDUAL LOTS.

LOT NO. MSD MSO MSO

47	896.7	896.0
48	898.0	896.0
49	896.7	896.0
50	898.0	896.0
51	896.7	896.0
52	898.0	896.0
53	896.7	896.0
54	898.0	896.0
55	896.7	896.0
56	898.0	896.0
57	896.7	896.0

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

CURVE TABLE

CURVE	DATA	LENGTH	RADIUS	CHD. BEG.	CHD. END
C-1	30.0000	34.56	35.00	897.99	895.93
C-2	31.3100	31.35	35.00	897.99	895.93
C-3	28.7350	42.28	45.00	897.99	895.93
C-4	31.7100	33.25	35.00	897.99	895.93
C-5	30.0000	34.56	35.00	897.99	895.93
C-6	29.4200	35.28	35.00	897.99	895.93
C-7	31.7100	33.25	35.00	897.99	895.93
C-8	31.7100	33.25	35.00	897.99	895.93
C-9	31.7100	33.25	35.00	897.99	895.93
C-10	30.0000	34.56	35.00	897.99	895.93

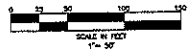
AREA SUMMARY

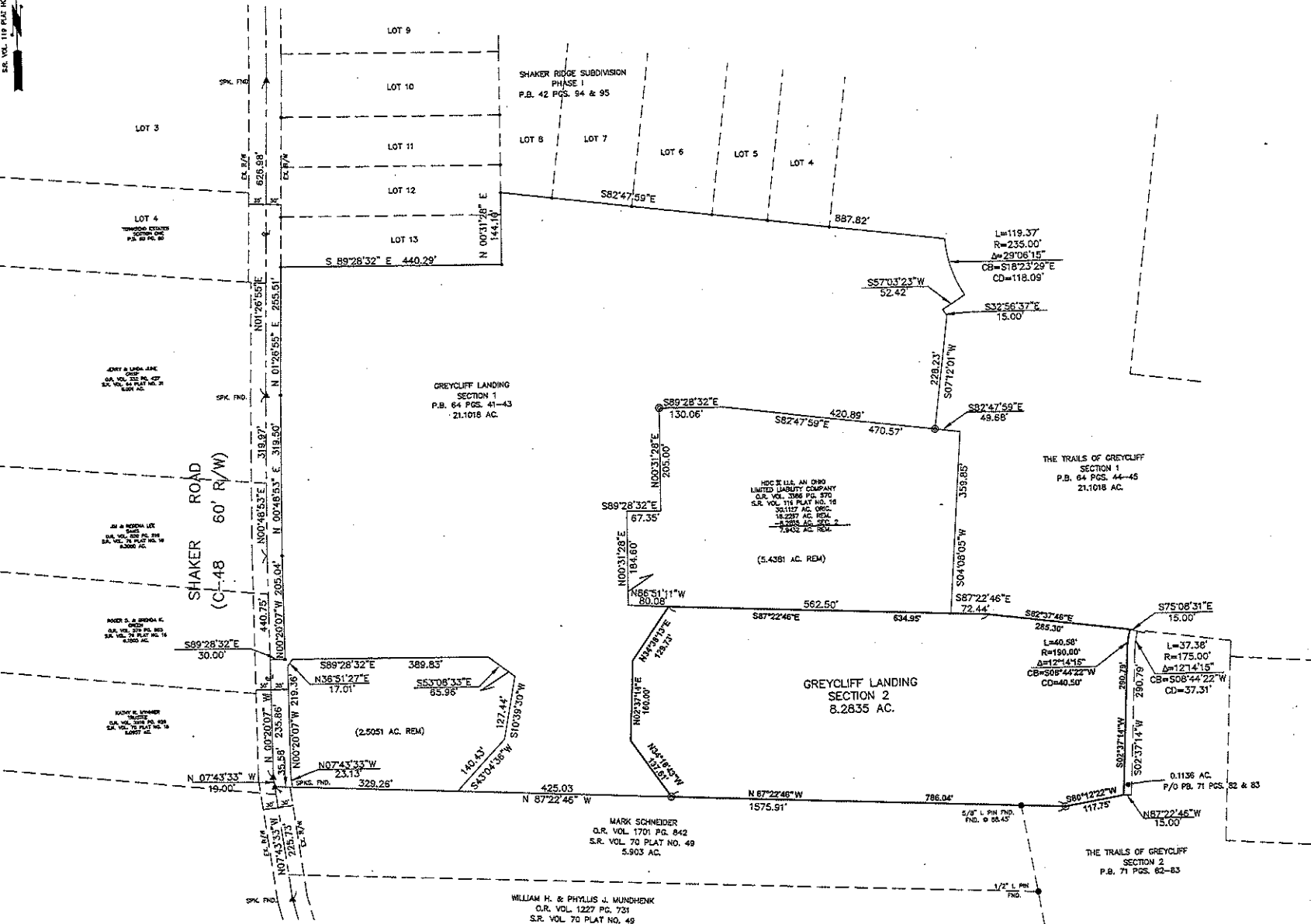
LOTS	7,606 AC.
R/W	0,6768 AC.
TOTAL	8,283 AC.

PREPARED BY <b>HENDERSON AND BODWELL, L.L.P.</b> CONSULTING ENGINEERS 3030 IRWIN-SIMPSON RD. MASON, OHIO 45046 513-388-1728 PLAINVILLE, NEW YORK 516-935-8570	GREYCLIFF LANDING SECTION 2 SITUATED IN SEC. 21, T. 3, R. 4, B.T.M. FRANKLIN TOWNSHIP WARREN COUNTY, OHIO	
--	--	--

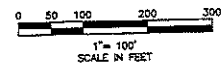
MINIMUM BUILDING  
SEARCH REQUIREMENTS  
FROM 30'  
SIDE 3' MIN. / 20' TOTAL  
OWNER/DEVELOPER  
SEE X L.L.C.  
8757 STATE ROUTE 741  
SPRINGBORO, OHIO 45088  
AN OHIO LIMITED LIABILITY COMPANY  
TEL. (937) 798-0482

OWN BY AD	CKD BY	SCALE: 1" = 50'	DATE: 8-02-05	SHT 2 OF 3
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- NOTES:
- 1) \* INDICATES 5/8" IRON PIN W/CAP FOUND UNLESS OTHER
  - 2) @ INDICATES 1" IRON PIN W/CAP SET PER P.B. 64 PGS. 1-3
  - 3) @ INDICATES 1" IRON PIN W/CAP TO BE SET AT THE TIME DEVELOPERS REQUEST.
  - 4) DOCUMENTS USED: AS SHOWN.
  - 5) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHK
  - 6) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
  - 7) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FIVE (5) IN WIDTH ALONG ALL SIDE LOT LINES AND TEN FEET IN WIDTH ALONG ALL REAR LOT LINES.



<p>PREPARED BY  <b>HENDERSON AND BODWELL</b>          CONSULTING ENGINEERS          3330 IRWIN SIMPSON RD.          MASON, OHIO          513-398-1728          PLAINVIEW, NEW YORK          516-935-8870</p>	<p>RECORD PLAT  <b>GREYCLIFF LANDING</b>          SECTION 2          SECTION 21, TOWN 3, RANGE 4, B.          FRANKLIN TOWNSHIP          WARREN COUNTY, OHIO</p>
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**FRANKLIN TOWNSHIP  
Warren County, Ohio  
Resolution No. 03-10232019**

**Resolution to accept public streets for maintenance in Greycliff Landing Subdivision,  
Section two (2) and Section three (3) Franklin Township, Warren County, Ohio.**

**WHEREAS**, the Board of County Commissioners for Warren County has accepted the following streets in Greycliff Landing Subdivision, Section 2 & 3, and approved them for maintenance by Franklin Township.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Franklin Township Trustees that Franklin Township accepts for maintenance the streets in the Greycliff Landing Subdivision, Section 2 & 3.


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

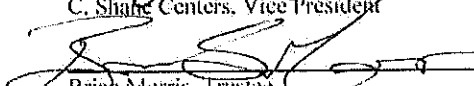
Mr. Jennings	-	Yes
Mr. Centers	-	Yes
Mr. Morris	-	Yes

Resolution adopted at a regular public meeting conducted October 23, 2019.

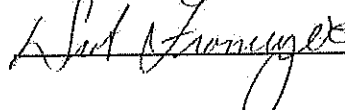
**THE BOARD OF  
FRANKLIN TOWNSHIP TRUSTEES**

  
Matthew Jennings, President

  
C. Shane Centers, Vice President

  
Brian Morris, Trustee

Attest: Scot Fromeyer  
Fiscal Officer



# Resolution

Number 07-744

Adopted Date May 15, 2007

APPROVE THE ROAD NAME CHANGE OF MORNING DOVE WOODS TO  
MOURNING DOVE WOODS IN GREYCLIFF LANDING SECTION TWO  
SUBDIVISION IN FRANKLIN TOWNSHIP

WHEREAS, this Board met this 15<sup>th</sup> day of May 2007 in the Commissioners Meeting Room to consider the road name change from the developer of Greycliff Landing Subdivision to change Morning Dove Woods to Mourning Dove Woods in Franklin Township; and

WHEREAS, having considered all testimony presented, this Board desires to approve said road name change; and

NOW THEREFORE BE IT RESOLVED, to the road name change from the developer of Greycliff Landing Subdivision to change Morning Dove Woods to Mourning Dove Woods in Franklin Township; and

BE IT FURTHER RESOLVED, that Henderson Development Company, developer of Greycliff Landing Subdivision, be responsible for the recording of this resolution with the Warren County Recorder; and

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

Mr. Young - yea  
Mrs. South - yea  
Mr. Kilburn - yea

Resolution adopted this 15<sup>th</sup> day of May 2007.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Davis, Clerk

/tad  
cc: Property Owners  
Franklin Township  
Engineer (file)  
Road Name Change file

# Resolution

Number 19-1605

Adopted Date November 26, 2019

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR HDC II, LLC FOR COMPLETION OF IMPROVEMENTS IN GREYCLIFF LANDING, SECTION 3 SITUATED IN FRANKLIN TOWNSHIP

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

## BOND RELEASE

Bond Number	:	06-040 (P)
Development	:	Greycliff Landing, Section 3
Developer	:	HDC II, LLC
Township	:	Franklin
Amount	:	\$42,834.22
Surety Company	:	American Southern Ins. Co. (B98802016059)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: HDC II, LLC, Attn: R. Todd Henderson, 2969 Beal Road, Franklin, OH 45005  
American Southern Ins. Co., 3715 Northside Parkway, Bldg. 400, Atlanta, GA 30327  
Engineer (file)  
Bond Agreement file

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

# Resolution

Number 19-1606

Adopted Date November 26, 2019

APPROVE A SIDEWALK BOND RELEASE FOR HDC II, LLC, FOR COMPLETION OF IMPROVEMENTS IN GREYCLIFF LANDING, SECTION 3 SITUATED IN FRANKLIN TOWNSHIP

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

### BOND RELEASE

Bond Number	:	06-040 (S)
Development	:	Greycliff Landing, Section 3
Developer	:	HDC II, LLC
Township	:	Franklin
Amount	:	\$9,830.60
Surety Company	:	American Southern Ins. Co. (B98802016060)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: HDC II, LLC, Attn: R. Todd Henderson, 2969 Beal Road, Franklin, OH 45005  
American Southern Ins. Co., 3715 Northside Parkway, Bldg. 400, Atlanta, GA 30327  
Engineer (file)  
Bond Agreement file



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

# Resolution

Number 19-1607

Adopted Date November 26, 2019

APPROVE RED FOX RUN IN GREYCLIFF LANDING, SECTION 3 FOR PUBLIC MAINTENANCE BY FRANKLIN TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Red Fox Run has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2264-T	Red Fox Run	0'-29'-0'	0.027

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Franklin 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 Mr. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS 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 SIDEWALKS AND FOR THE MAINTENANCE AND REPAIR OF STREETS. 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 THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING WALKWAYS AND EGRESS TO THE BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS. NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES, (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES, (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, DUNE ENERGY, THE WARNER CABLE, COMCAST BELL TELEPHONE AND WARREN COUNTY ENGINEERS.

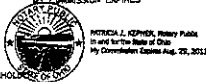
AS TO ALL: OWNER: HFC II, LLC, AN OHIO LIMITED LIABILITY COMPANY

WITNESS: Richard E. Martin, R. Todd Henderson, R. Todd Henderson, President

WITNESS: James A. Buse, James A. Buse

NOTARY PUBLIC STATE OF OHIO, COUNTY OF WARREN SS: BE IT REMEMBERED ON THIS 25th DAY OF August 2006 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CAME HFC II, LLC, AN OHIO LIMITED LIABILITY COMPANY BY R. TODD HENDERSON ITS PRESIDENT WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN. Patricia J. Kepner, Notary Public



WITNESS: Robert O. Ward, Assoc. Vice President

NOTARY PUBLIC STATE OF OHIO, COUNTY OF WARREN SS: BE IT REMEMBERED ON THIS 25th DAY OF August 2006 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CAME GANNHILL BANK BY ROBERT O. WARD ITS ASSOC. VICE PRESIDENT WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN. Patricia J. Kepner, Notary Public



DATE: 10-27-2006. STATE OF OHIO, COUNTY OF WARREN SS: R. TODD HENDERSON, PRESIDENT BEING DULY SWORN SAYS THAT ALL PERSONS AND CORPORATIONS TO THE BEST OF HIS KNOWLEDGE INTERESTED IN THIS DEDICATION EITHER AS OWNERS OR LIENHOLDERS HAVE UNITED IN ITS EXECUTION.

R. Todd Henderson, R. Todd Henderson, President

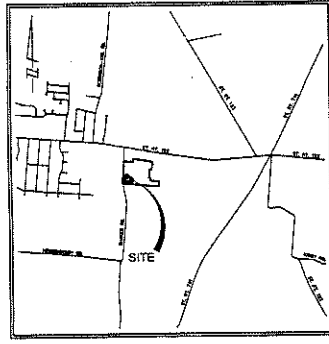
IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN. Patricia J. Kepner, Notary Public



RECORD PLAT GREYCLIFF LANDING SECTION 3 INCLUDING A REPLAT OF TRACT A OF GREYCLIFF LANDING SECTION 1 P.B. 64 PGS. 41-43 CONTAINING 3.2443 ACRES LOCATED IN SECTION 21, TOWN 3, RANGE 4, B.T.M. FRANKLIN TOWNSHIP WARREN COUNTY, OHIO

NOVEMBER, 2006

Table with columns: LOT #, SQ. FEET, SUBDIVISION #. Rows include Old Tract A, New 61, New Tract B, and New 5,4381 AC.



NOTES: THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR GREYCLIFF HOMEOWNERS ASSOCIATION, INC. WHICH IS RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO COMMENCING WITH OFFICIAL RECORD VOLUME 5427 PG. 616 AND THE ARTICLES OF INCORPORATION AND CODES OF REGULATIONS FOR THE ASSOCIATION AND INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO.

LOTS 61 IS A SINGLE FAMILY LOT

COUNTY COMMISSIONERS: WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS 25th DAY OF August 2006.

COMMISSIONERS: [Signatures]

COUNTY RECORDER: FILE NO. 63047 RECEIVED ON THIS 25th DAY OF August 2006 AT 10:00 AM. RECORDED IN PLAT BOOK 77, PAGES 41-43.

COUNTY AUDITOR: [Signatures]

COUNTY AUDITOR: TRANSFERRED ON THIS 25th DAY OF August 2006.

DEPUTY: [Signatures]

DRAINAGE STATEMENT: UNLESS OTHERWISE DESIGNATED 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.

THE WARREN COUNTY COMMISSIONERS ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAINAGE DITCHES OR CHANNELS DESIGNATED AS "DRAINAGE EASEMENTS" ON THIS PLAT, EXCEPT AS STIPULATED ABOVE, WITH RESPECT TO DEVELOPER MAINTENANCE. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER. WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CURBING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

THE HOMEOWNER'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 WARS.

COUNTY ENGINEER: I HEREBY APPROVE THIS PLAT ON THIS 26th DAY OF December 2006.

[Signature]

COUNTY SANITARY ENGINEER: I HEREBY APPROVE THIS PLAT ON THIS 26th DAY OF December 2006.

[Signature]

WARREN COUNTY REGIONAL PLANNING COMMISSION: THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 25th DAY OF December 2006.

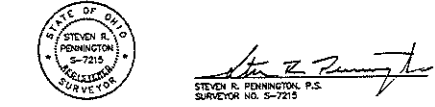
[Signature]

WARREN COUNTY ZONING INSPECTOR: I HEREBY APPROVE THIS PLAT ON THIS 26th DAY OF December 2006.

[Signature]

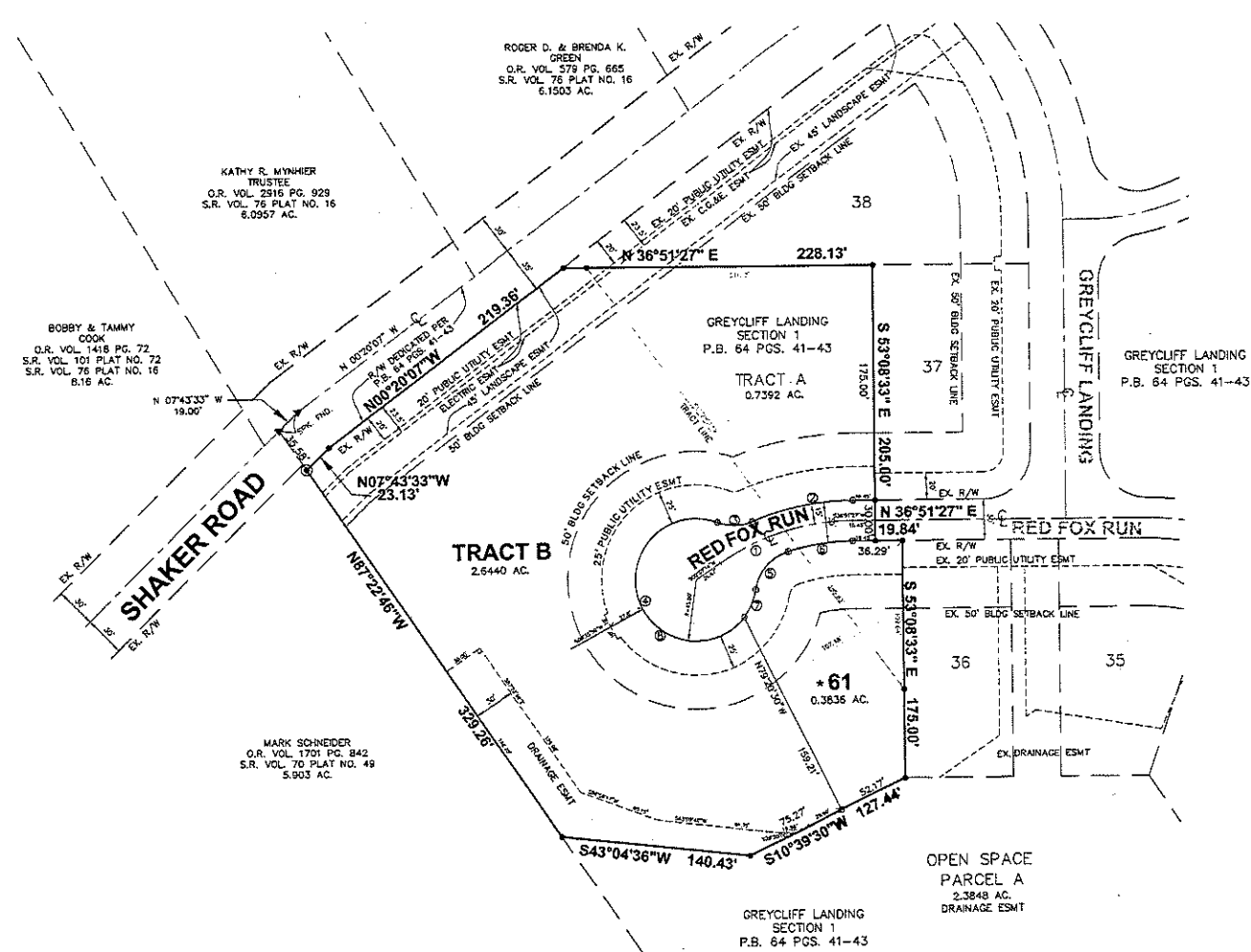
CERTIFICATE OF SURVEYOR: I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION ON 12/03/06 AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN AT THE TIME OF THE DEVELOPER'S REQUEST.

[Signature]



DEED REFERENCE: SITUATED IN SECTION 21, TOWN 3, RANGE 4, B.T.M. FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 3.2443 ACRES AND BEING PART OF THE REMAINING 7.8432 ACRES OF THE 30.1127 ACRE TRACT AS CONVEYED TO HFC II, LLC, AN OHIO LIMITED LIABILITY COMPANY, AS DESCRIBED IN THE DEEDS RECORDED IN OFFICIAL RECORDS BOOK 3366, PAGE 570, WARREN COUNTY, OHIO.

OWNER/DEVELOPER: HFC II, LLC, AN OHIO LIMITED LIABILITY COMPANY. PREPARED BY: HENDERSON & BODWELL, LLP. GREYCLIFF LANDING SECTION 3. SHT. 1 OF 3.



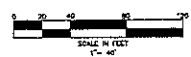
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH DIST
1	104.57	175.00	34°4'13"	S18°44'20"W	103.02
2	75.92	190.00	22°53'37"	S25°24'38"W	75.41
3	26.82	35.00	43°54'08"	S35°54'54"W	26.17
4	221.04	45.00	281°26'28"	S82°51'17"E	56.98
5	38.52	35.00	63°03'36"	N12°02'43"W	36.61
6	48.51	160.00	17°22'22"	N28°10'16"E	48.33
7	22.42	45.00	28°32'28"	N29°18'17"W	22.19
8	198.63	45.00	252°54'01"	S88°35'03"E	72.39

\* THE MINIMUM OPENING ELEVATIONS (MOE) SHOWN HEREON ARE BASED ON THE RECOMMENDATIONS AS SHOWN ON THE APPROVED IMPROVEMENT PLANS FOR GREYCLIFF PHASE 1 DATED JULY 23, 2003 WITH DATE REVISED OCTOBER 10, 2005. FINAL FIRST FLOOR ELEVATIONS AND BUILDING OPENING ELEVATIONS SHALL BE BASED ON THE SPECIFIC BUILDING DESIGN AND THE GRADED AND DRAINAGE FOR THE SITE AND ADJACENT LOTS.

LOT NO. 61  
 BEAR. MISE. 8143  
 FOR BENCHMARK, GRADING AND STORM DRAINAGE INFORMATION SEE THE ABOVE REFERENCED IMPROVEMENT PLANS.

- NOTES:
- 1) 0' INDICATES 3/8" IRON PIN W/CAP TO BE SET AT THE TIME OF THE DEVELOPER'S REQUEST UNLESS OTHERWISE NOTED.
  - 2) \* INDICATES 1/2" IRON PIN W/CAP SET FOR P.B. 64 PGS. 41-43.
  - 3) 0' INDICATES 1" IRON PIN W/CAP SET PER P.B. 64 PGS. 41-43.
  - 4) DIMENSIONS USED: AS SHOWN.
  - 5) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
  - 6) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
  - 7) ALL LOTS SHALL BE SUBJECT TO A DRAINAGE EASEMENT FIVE (5) FEET IN WIDTH ALONG ALL SIDE LOT LINES AND TEN (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.
  - 8) NO LOTS SHALL HAVE DIRECT VEHICULAR ACCESS TO SHAKER ROAD.

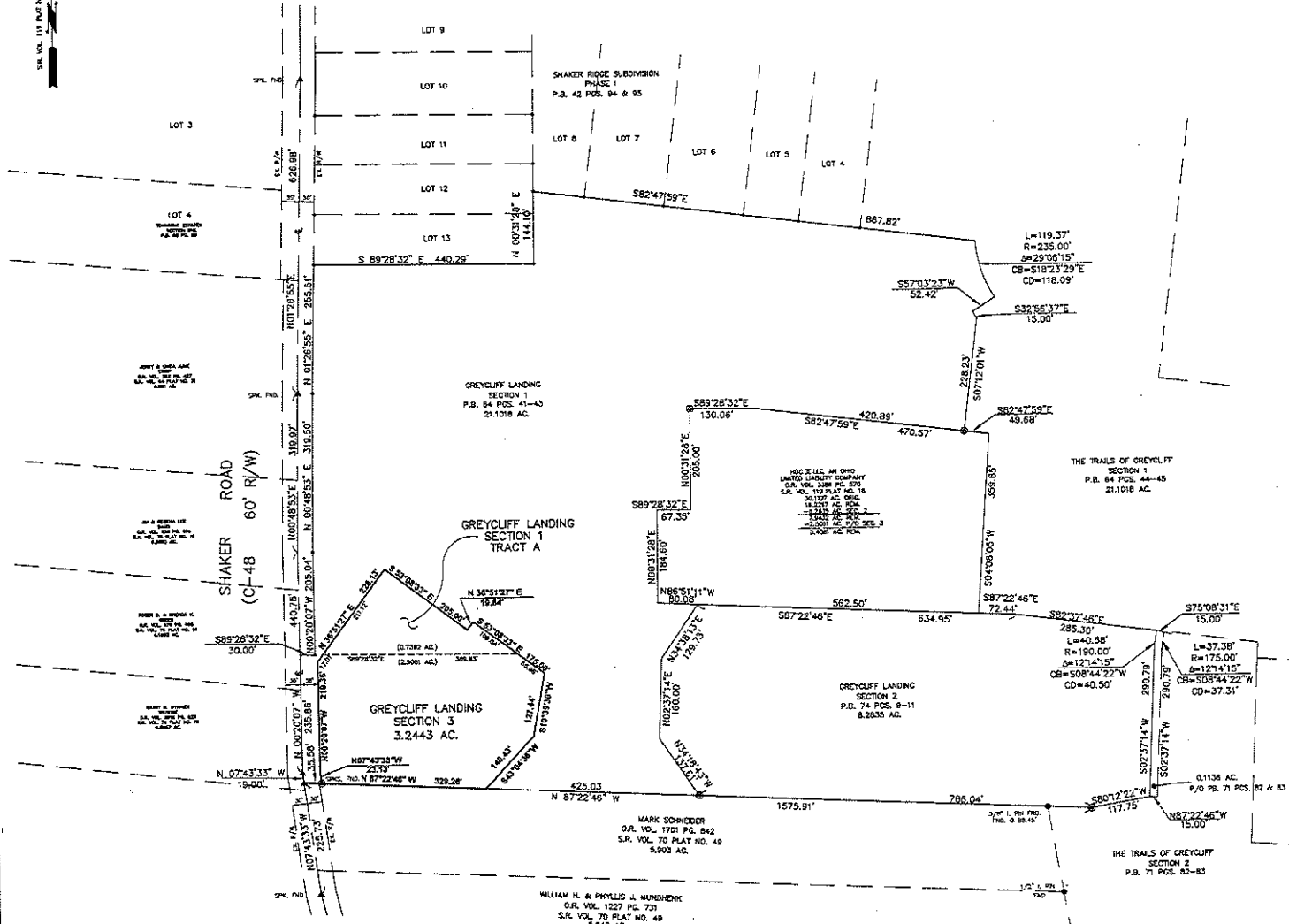
AREA SUMMARY TABLE			
	08-21-302-020	08-21-300-090	TOTAL
TRACT A			
LOT 61	0.0955 AC.	0.2850 AC.	0.3835 AC.
R/W	0.0450 AC.	0.1707 AC.	0.2167 AC.
TRACT B	0.5948 AC.	2.0494 AC.	2.6440 AC.
TOTAL	0.7392 AC.	2.5051 AC.	3.2443 AC.



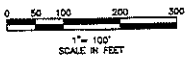
MINIMUM BUILDING SETBACK REQUIREMENTS  
 FRONT 50'  
 REAR 35'  
 SIDE 5' MIN. / 20' TOTAL  
 OWNER/DEVELOPER  
 ROY J. LEE  
 AN OHIO LIMITED LIABILITY COMPANY  
 2727 STATE ROUTE 741  
 SPRINGBORO, OHIO 43084  
 TEL: (937) 748-0462


PREPARED BY <b>HENDERSON AND BODWELL</b> CONSULTING ENGINEERS 3630 IRWIN SHAWAN RD. MASON, OHIO 513-398-1728 FRANKFORD, NEW YORK 516-555-8870	RECORD PLAT <b>GREYCLIFF LANDING</b> SECTION 3 SECTION 21, TOWN 3, RANGE 4, B.T.M. FRANKLIN TOWNSHIP WARREN COUNTY, OHIO	
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S.R. VOL. 115 PLAT NO. 18



- NOTES:
- 1) \* INDICATES 5/8" IRON PIN W/CAP FOUND UNLESS OTHERWISE NOTED.
  - 2) @ INDICATES 1" IRON PIN W/CAP SET PER P.B. 84 POS. 41-43 OR P.B. 74 POS. 9-11.
  - 3) DOCUMENTS USED: AS SHOWN.
  - 4) THERE IS NO EVIDENCE OF OCCUPATION OTHER THAN SHOWN.
  - 5) ALL FOUND MONUMENTATION WAS STRAIGHT AND IN GOOD CONDITION UNLESS OTHERWISE NOTED.
  - 6) ALL LOTS SHALL BE SUBJECT TO A GRANTOR EASEMENT (10' IN WIDTH ALONG ALL SIDE LOT LINES AND TEN (10) FEET IN WIDTH ALONG ALL REAR LOT LINES.



PREPARED BY <b>HENDERSON AND BODWELL</b> CONSULTING ENGINEERS 3530 IRWIN SHIPSON RD. WADON, OHIO 513-396-1728 PLAINFIELD, NEW YORK 516-835-8870	RECORD PLAT <b>GREYCLIFF LANDING</b> SECTION 3 SECTION 21, TOWN 3, RANGE 4, B.T.M. FRANKLIN TOWNSHIP WARREN COUNTY, OHIO	 SHEET 3 OF 3 DWG No. CTD-1H
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**FRANKLIN TOWNSHIP  
Warren County, Ohio  
Resolution No. 03-10232019**

**Resolution to accept public streets for maintenance in Greycliff Landing Subdivision,  
Section two (2) and Section three (3) Franklin Township, Warren County, Ohio.**

**WHEREAS**, the Board of County Commissioners for Warren County has accepted the following streets in Greycliff Landing Subdivision, Section 2 & 3, and approved them for maintenance by Franklin Township.

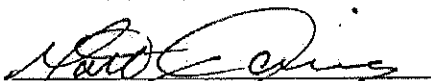
**NOW THEREFORE, BE IT RESOLVED** by the Board of Franklin Township Trustees that Franklin Township accepts for maintenance the streets in the Greycliff Landing Subdivision, Section 2 & 3.


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


Mr. Jennings	-	Yes
Mr. Centers	-	Yes
Mr. Morris	-	Yes

Resolution adopted at a regular public meeting conducted October 23, 2019.

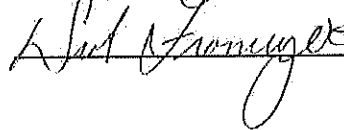
**THE BOARD OF  
FRANKLIN TOWNSHIP TRUSTEES**

  
Matthew Jennings, President

  
C. Shane Centers, Vice President

  
Brian Morris, Trustee

Attest: Scot Fromeyer,  
Fiscal Officer



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

# Resolution

Number 19-1608

Adopted Date November 26, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH MT. PLEASANT BLACKTOPPING CO., INC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 4A SITUATED IN THE VILLAGE OF MORROW

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

### SECURITY AGREEMENT

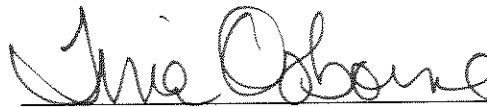
Bond Number	:	19-019 (W/S)
Development	:	The Woodlands at Morrow, Phase 4A
Developer	:	Mt. Pleasant Blacktopping Co., Inc.
Location	:	Village of Morrow
Amount	:	\$17,966.92
Surety Company	:	Philadelphia Indemnity Insurance Co.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Mt. Pleasant Blacktopping, 3199 Production Dr., Fairfield, OH 45014  
Philadelphia Indemnity Ins. Co. One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

PB00242500022

This Agreement made and concluded at Lebanon, Ohio, by and between Mt. Pleasant Blacktopping Co., Inc. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Philadelphia Indemnity Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Woodlands at Morrow **Subdivision, Section/Phase** 4A (3) (hereinafter the "Subdivision") situated in Village of Morrow (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 \$179,669.15, and that the Improvements that have yet to be completed and approved may be constructed in the sum of -0-; and,

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

**NOW, THEREFORE**, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within one years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$17,966.92 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.



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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Mt. Pleasant Blacktopping Co., Inc.

3199 Production Drive

Fairfield, Ohio 45014

Ph. ( 513 ) 874 - 3777

D. To the Surety:

Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Ph. ( 614 ) 726 - 3818

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

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

- Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)
- Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)
- Original Escrow Letter (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

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

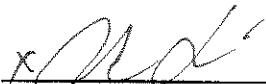
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

**DEVELOPER:**

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

SIGNATURE: 

PRINTED NAME: Benjamin P. House

TITLE: President

DATE: November 22, 2019

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: Anne Tierney

TITLE: Attorney-in-Fact

DATE: November 22, 2019

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1608, dated 11/26/19.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 11/26/19

RECOMMENDED BY:

By: Chay Brumby  
**SANITARY ENGINEER**

APPROVED AS TO FORM:

By: Kathleen A. [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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Richard A. Davis, Paulette M. Aerni, Linda L. Hogle, Anne Tierney, Thomas D. Cassidy, Thomas W. Chatham, Susan A. Yeazell and Tiffany Gobich of USI Insurance Services, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

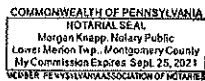
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22<sup>nd</sup> day of November, 2019.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1609

Adopted Date November 26, 2019

## APPROVE RECORD PLATS

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

- Abode Advantage Subdivision – Hamilton Township, being a corrective re-submittal for prior BOCC approval per Resolution Number 19-1451 on 10-29-19

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 19-1610

Adopted Date November 26, 2019

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

WHEREAS, the Department of Human Services has requested that the fifth of their mandated share for SFY 2020 be transferred into the Human Services Public Assistance Fund #2203; and

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

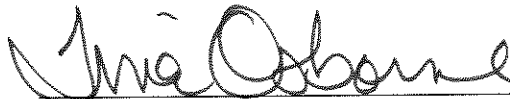
\$15,799.92	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



# Resolution

Number 19-1611

Adopted Date November 26, 2019

APPROVE OPERATING TRANSFERS FROM WATER 5510 (SURPLUS) INTO 5583 WATER REVENUE PROJECTS

WHEREAS, it has previously been determined that all of the projects in Fund 5583 are going to be financed fully or partially through water revenue funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5583; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

## Operational Transfers

\$39,253.66	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833206-AAREVENUE-5583-49000	(Lower Springboro Rd. Project)
\$21,794.56	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833209-AAREVENUE-5583-49000	(RAR Filter Rehab Project)
\$40,629.26	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833208-AAREVENUE-5583-49000	(Water Softening Project)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor   
Water/Sewer (File)  
Operational Transfer file

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1612

Adopted Date November 26, 2019

APPROVE OPERATING TRANSFER FROM WATER 5510 (SURPLUS) INTO 5583 WATER REVENUE PROJECTS

WHEREAS, it has previously been determined that all of the projects in Fund 5583 are going to be financed fully or partially through water revenue funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5583; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfer:


\$318,827.00	from	#E-55103219-AAEXPENSE-55103219-5997	(Operational Transfers)
	into	#F-55833212-AAREVENUE-5583-49000	(2019 Well Redevelop Project)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Water/Sewer (File)  
Operational Transfer file

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 19-1613

Adopted Date November 26, 2019

APPROVE OPERATING TRANSFERS FROM SEWER 5580 (SURPLUS) INTO 5575 SEWER REVENUE PROJECTS

WHEREAS, it has previously been determined that all of the projects in Fund 5575 are going to be financed fully or partially through sewer revenue funds (surplus); and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations within Fund 5575; and

NOW THEREFORE BE IT RESOLVED, to approve the following Operating Transfers:

Operational Transfer

\$99,700.00 from #E-55803319-AAEXPENSE-55803319-5997 (Operational Transfers)  
into #F-55753387-AAAREVENUE-5583-49000 (Carlisle Area LS Upgrades)

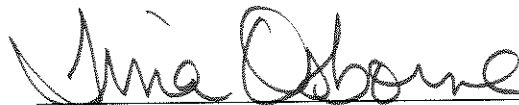
\$16,913.13 from #E-55803319-AAEXPENSE-55803319-5997 (Operational Transfers)  
from #F-55753384-AAEXPENSE-5583-49000 (Waynesville Sanitary Coll. Project)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor ✓  
Operational Transfer file  
Water/Sewer (File)

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

# Resolution

Number 19-1614

Adopted Date November 26, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO COUNTY COMMISSIONERS  
GENERAL FUND #11011110

BE IT RESOLVED, to approve the following supplemental appropriation:

\$75,500.00 into 11011110-5910 (General – BOCC Other Expense)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Supplemental Appropriation file  
Commissioners file  
OMB

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

# Resolution

Number 19-1615

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #2202

BE IT RESOLVED, to approve the following appropriation adjustment to account for payroll expenses for the remainder of year:

\$ 35,500	from	#22023130-5400	(Purchased Services)
25,000	into	#22023130-5102	(Regular Salaries)
9,500	into	#22023130-5811	(PERS)
1,000	into	#22023130-5871	(Medicare)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Engineer (file)

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

# Resolution

Number 19-1616

Adopted Date November 26, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION INTO HUMAN SERVICES FUND 2203

BE IT RESOLVED, to approve the following supplemental appropriation:

\$200,000.00 into 22035310-5400 (Purchased Services)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Human Services (file)

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

# Resolution

Number 19-1617

Adopted Date November 26, 2019

APPROVE SUPPLEMENTAL APPROPRIATIONS WITHIN DOG AND KENNEL FUND  
#2206

BE IT RESOLVED, to approve the following supplemental appropriations within the Dog & Kennel Fund #2206:

\$3,500.00 into #220627005811 (PERS)  
\$8,000.00 into #220627005102 (Reg. Salaries)  
\$5,000.00 into #220627005210 (Material/Supply)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. File  
Dog & Kennel (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1618

Adopted Date November 26, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:

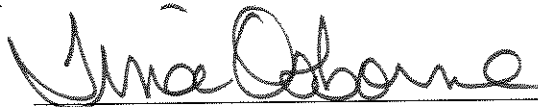
\$4,920.00 into 44793850-5317 (Airport – Non-Capital Purchases)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓  
Supplemental Appropriation file  
Airport (file)  
OMB



# Resolution

Number 19-1619

Adopted Date November 26, 2019

AMEND RESOLUTION #19-0099, APPROVING A SUPPLEMENTAL APPROPRIATION WITHIN GRANTS ADMINISTRATION FUND #2251

WHEREAS, Resolution #19-0099, adopted January 22, 2019, approved a supplemental appropriation in the amount of \$410,000.00 into fund 2251; and

WHEREAS, said supplemental appropriation should not have been included on said resolution; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution #19-0099 to remove the following supplemental appropriation.

\$410,000.00 Into #2251 42900 (COAP-Federal Grant Awards)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
OGA (file)

# Resolution

Number 19-1620

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services Fund #11012850 in order to process a vacation leave payout for Hannah Obryan former employee of Emergency Services:

\$2,375.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(Emergency Services - Vacation Leave Payout)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Emergency Services (file)  
OMB

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1621

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND 11011150

BE IT RESOLVED, to approve the following appropriation adjustments:


\$17,500.00	from	#11011150-5840	(Genl Pros Unemployment Comp)
	into	#11011150-5318	(Genl Pros Data Bd Approv Non Cap)
\$200.00	from	#11011150-5400	(Genl Pros Purchased Services)
	into	#11011150-5317	(Genl Pros Non Capital Purchase)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

MRB/

cc: Auditor              
Appropriation Adjustment file  
Prosecutor (file)

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

# Resolution

Number 19-1622

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court  
fund #11011240:

\$4,000.00	from	11011240-5410	(Contracts BOCC Approved)
	into	11011240-5210	(Materials & Supplies)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 19-1623

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
#11011600

BE IT RESOLVED, to approve the following appropriation adjustment:

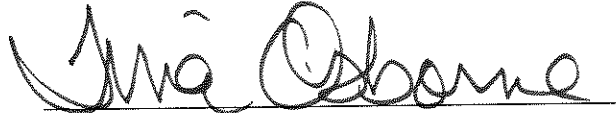
\$20,000.00 from #11011600-5430 (Utilities)  
into #11011600-5400 (Purchased Services)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 19-1624

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN FACILITIES MANAGEMENT  
#11011600

BE IT RESOLVED, to approve the following appropriation adjustments:

\$12,730.76	from #11011600-5310	(Vehicles Capital)
	into #11011600-5317	(Non Capital Purchase)
\$14,006.04	from #11011600-5320	(Capital Purchase)
	into #11011600-5317	(Non Capital Purchase)
\$21,103.95	from #11011600-5410	(Contracts BOCC Approved)
	into #11011600-5317	(Non Capital Purchase)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



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

# Resolution

Number 19-1626

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM JUVENILE DETENTION FUND  
#11012600 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment:

\$7,000.00	from	11012600-5102	(Regular Salaries)
	Into	11011240-5102	(Regular Salaries)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)



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

# Resolution

Number 19-1627

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustments:

\$1,250.00	from	#11012810-5210	(Materials/Supplies)
\$ 250.00	into	#11012810-5855	(Clothing/Personal Equipment)
\$1,000.00	into	#11012810-5910	(Other Expense)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1628

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENTS FROM VETERANS FUND 11015200 INTO 11015210

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 30,000.00 from #11015220-5920 (Vet Allowances)  
into #11015210-5102 (Vet Admin Regular Salaries)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Veterans (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1629

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN HUMAN SERVICES FUND 2203

BE IT RESOLVED, to approve the following appropriation adjustments:


\$1,500.00	from	22035310-5460	(Insurance)
	into	22035310-5430	(Utilities)
\$8,000.00	from	22035310-5320	(Capital Purchases)
	Into	22035310-5820	(Health and Life Insurance)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1630

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN DOG AND KENNEL FUND #2206

BE IT RESOLVED, to approve the following appropriation adjustments:

\$500.00	from	#220627005460	(Insurance)
	into	#220627005871	(Medicare)
\$2000.00	from	#220627005830	(Worker Comp)
	into	#220627005114	(Overtime)
\$800.00	from	#220627005850	(Training/Education)
	into	#220627005114	(Overtime)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. File  
Dog & Kennel (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1631

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WORKFORCE INVESTMENT  
BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustments:

\$64,231.80 from #22385802-5400 (Purchased Services)  
into #22385802-5410 (Contracts BOCC Approved)

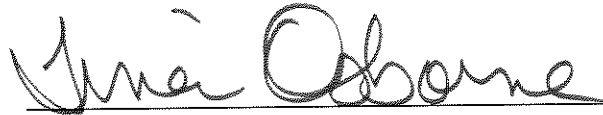
\$ 7,000.00 from #22385800-5400 (Purchased Services)  
into #22385802-5410 (Contracts BOCC Approved)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor             
Appropriation Adjustment file  
Workforce Investment Board (file)





*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1634

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2258

WHEREAS, an appropriation adjustments are necessary for payment of PERS expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2258.

\$ 8,500        from    #22585800-5663    (Classroom Training)  
                 into    #22585800-5811    (PERS)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
OhioMeansJobs (file)



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1635

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OHIOMEANSJOBS WARREN COUNTY FUND #2258

WHEREAS, an appropriation adjustments are necessary for payment of Health and Life expenses; and

NOW THEREFORE BE IT RESOLVED, to approve appropriation adjustments within the OhioMeansJobs Warren County Fund # 2258.

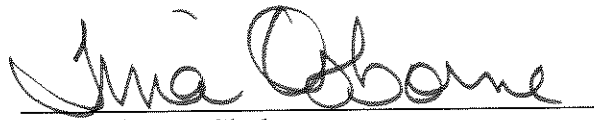
\$ 6,400	from	#22585800-5910	(Other Expense)
	into	#22585800-5820	(Health and Life Insurance)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
OhioMeansJobs (file)

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

# Resolution

Number 19-1636

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND  
5510

WHEREAS, the Water and Sewer Department incurs costs for operating expenses; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

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

\$5,500.00	from 55103200 5811	(PERS)
	into 55103200 5223	(Gas & Oil)
\$15,000.00	from 55103200 5830	(Workers Compensation)
	into 55103200 5462	(Vehicle Maintenance)
\$60,000.00	from 55103200 5102	(Salaries)
	into 55103200 5430	(Utilities)
\$7,500.00	from 55103200 5102	(Salaries)
	into 55103200 5114	(Overtime Pay)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1637

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
5575

WHEREAS, the Water and Sewer Department incurs costs for non-capital purchases; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

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

\$99,700.00	from	55753300-5320	(Capital Purchase)
	into	55753300-5317	(Non-Capital Purchase)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jad

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1638

Adopted Date November 26, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND  
NO. 55803300

WHEREAS, the Water and Sewer Department incurs costs for gas & oil; and

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

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

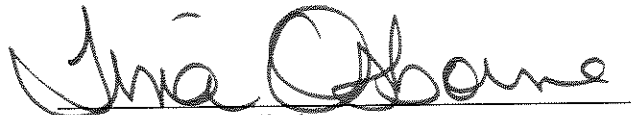
\$15,000	from	55803300-5998	(Reserve)
	into	55803300-5223	(Gas & Oil)

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jad

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 19-1639

Adopted Date November 26, 2019

AUTHORIZE COUNTY AUDITOR TO ENTER INTO A MANAGEMENT CONSULTING SERVICES CONTRACT WITH HURST KELLY AND COMPANY, LLC AND AUTHORIZE COUNTY ADMINISTRATOR TO APPROVE REQUISITION #200631

BE IT RESOLVED, to authorize the County Auditor to enter into a management consulting services contract with Hurst Kelly and Company, LLC; as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to authorize the County Administrator or Clerk of the Board to approve requisition #200631.

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

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

Resolution adopted this 26<sup>th</sup> day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Hurst Kelly and Co., LLC  
Auditor (file)



**HurstKelly**  
and Company, LLC

Certified Public Accountants

November 1, 2019

Ms. Diane Gray  
Warren County Auditor's Office  
406 Justice Drive  
Lebanon, Ohio 45036

Dear Diane:

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will assist Warren County (the County) with assembling, from information provided by the County, the County's Comprehensive Annual Financial Report for the year ended December 31, 2019.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. We will not *audit, review, compile, or prepare* the Comprehensive Annual Financial Report and therefore we will not express an opinion or any other form of assurance on the Comprehensive Annual Financial Report. Further, we will not issue any kind of report on the Comprehensive Annual Financial Report.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

The engagement to be performed is conducted on the basis that the County acknowledges and understands that management of the County has the following overall responsibilities that are fundamental to our undertaking the engagement:

- a. The selection of the accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the engagement.
- b. The prevention and detection of fraud.
- c. To ensure that the entity complies with the laws and regulations applicable to its activities.
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- e. To provide us with additional information that may be requested for the purpose of the engagement.

Additionally, the County is responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee these engagement services (and all other services that we provide). The County is also responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

By your signature below, you grant us permission to communicate directly with your external auditing firm and to provide them with access to our work papers.