

Resolution

Number 20-1011

Adopted Date July 21, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SANDY HOWARD WITHIN WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Sandy Howard, Custodial Worker I within Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective July 14, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Sandy Howard's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$12.13 per hour effective pay period beginning July 18, 2020.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
S. Howard's Personnel File
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1012

Adopted Date July 21, 2020

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR GLEN ANDERSON WITHIN WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Glen Anderson, Custodial Worker I within Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective July 14, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Glen Anderson's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$12.13 per hour effective pay period beginning July 18, 2020.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
G. Anderson's Personnel File
OMB – Sue Spencer

Resolution

Number 20-1013

Adopted Date July 21, 2020

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

WHEREAS, Amanda Rauh, Protective Services Worker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective July 14, 2020; and

NOW THEREFORE BE IT RESOLVED, to approve Amanda Rauh's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$19.04 per hour effective pay period beginning July 18, 2020.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
A. Rauh's Personnel File
OMB – Sue Spencer

Resolution

Number 20-1014

Adopted Date July 21, 2020

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY
JULY 23, 2020


BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, July 23, 2020.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

Resolution

Number 20-1015

Adopted Date July 21, 2020

ENTER INTO A BUSINESS ASSOCIATE AGREEMENT WITH MENTAL HEALTH RECOVERY BOARD SERVING WARREN AND CLINTON COUNTIES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into a Business Associate Agreement with Mental Health Recovery Board Serving Warren and Clinton Counties on behalf of Warren County Telecommunications. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Mental Health Recovery Board
Telecom (file)

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into on the 1st day of July, 2020, by and between Mental Health Recovery Board Serving Warren and Clinton Counties located at 201 Reading Road, Mason, Ohio 45040 (hereinafter referred to as "Board") and Warren County Telecommunications located at 500 Justice Drive, Lebanon, OH 45036 (hereinafter referred to as "Business Associate").

WHEREAS, Business Associate will perform certain services on behalf of Board for which Board will make available and/or transfer to Business Associate individually identifiable health information.

WHEREAS, such information may be protected by the Health Insurance Portability and Accountability Act's ("HIPAA") Privacy and Security Regulations (45 CFR Parts 160 and 164) and/or the federal regulations governing the Confidentiality of Substance Use Disorder Patient Records ("42 CFR Part 2");

WHEREAS, this Business Associate Agreement sets forth the responsibilities and obligations of the Parties, in compliance with HIPAA and 42 CFR Part 2, regarding the use, disclosure and security of the protected information that Business Associate creates, receives, maintains, transmits or has access to on behalf of Covered Entity.

NOW, THEREFORE, the parties hereby agree as follows:

I. DEFINITIONS

1. Breach means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under HIPAA which compromises the security or privacy of the protected health information, subject to the exclusions in 45 CFR 164.402(1).
2. Designated Record Set, as defined at 45 CFR 164.501, is a group of records maintained by or for a covered entity that is:
 - a. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for the covered entity; OR
 - b. Used, in whole or in part, by or for the covered entity to make decisions about the individuals.
3. Individual shall have the meaning given to such term in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
4. Protected Health Information (PHI) shall have the meaning given to such term in 45 CFR 160.103. Electronic Protected Health Information (EPHI) shall have the meaning given to such term in 45 CFR 160.103. For the purposes of this Agreement, the term Protected Health Information shall include Electronic Protected Health Information (EPHI) as defined in 45 CFR 160.10.

5. Unsecured Protected Health Information shall have the meaning given to such term in 45 CFR 164.402.
6. HIPAA Rules shall mean the Privacy, Security, Enforcement and Breach Notification Rules at 45 CFR Parts 160 and 164.
7. Health Care Operations shall have the meaning given to such term in 45 CFR 164.50.1
8. Data Aggregation shall have the meaning given to such term in 45 CFR 164.501.
9. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of electronic or paper PHI or interference with Business Associate's information system or network operations in an information system
10. Any terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under the HIPAA Privacy and Security Regulations.

II. PERMITTED USES AND DISCLOSURES OF PHI

1. Business Associate may use or disclose PHI as necessary to perform:

The following specific services on behalf of Board: Telephone and voicemail services.

Or

The services set forth in the service agreement between the Parties dated _____.

2. Unless otherwise limited herein, the Business Associate may:
 - a. Use the PHI received from or on behalf of Board for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of the Business Associate, provided that such uses are permitted under other state and federal confidentiality laws.
 - b. Disclose the PHI received from or on behalf of Board for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of the Business Associate, provided that (i) such disclosure is required by law or (ii) Business Associate has received from the third party written assurances that such PHI will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to such third party and whereby the third party agrees to notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. In addition to using PHI to perform the services set forth in Section II.1 of this Agreement, Business Associate may:
 - a. Aggregate the PHI in its possession with the PHI of other covered entities that the Business Associate has in its possession through its capacity as a business associate to said other covered entities, provided that the purposes of such data aggregation is to provide the Board with data analyses relating to the Health Care Operations of the Board. Under no circumstances may the Business Associate disclose PHI of Board to another covered entity absent the explicit authorization of Board.
 - b. De-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR 164.514(b) and further provided that the Business Associate maintains the documentation required by 45 CFR 164.514(b). Pursuant to 45 CFR 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement.
4. Notwithstanding the uses and disclosures of PHI permitted by this Article 2, Business Associate acknowledges that in receiving, storing, processing or otherwise dealing with any information protected by 42 CFR Part 2, it is fully bound by the requirements of 42 CFR Part 2 and, if necessary will resist in judicial proceedings any efforts to obtain access to protected information except as permitted by 42 CFR Part 2.

III. RESPONSIBILITIES OF THE PARTIES

1. Business Associate agrees to only use or disclose PHI as permitted or required in Section II or as required by law.
2. Consistent with the Board's minimum necessary policies and the HIPAA Privacy Rule, Business Associate and Board agree to only request, use and disclose the minimum PHI necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.
3. Board shall notify Business Associate of the following to the extent Business Associate's use or disclosure of PHI is affected: (i) limitation(s) set forth in Board's notice of privacy practices; (ii) changes in, or revocation of, permission by the individual to use or disclose PHI; (iii) any agreed upon restrictions relating to the use or disclosure of PHI; and (iv) any opt-outs requested by individuals from marketing and/or fundraising activities of the Board.
4. Business Associate shall use appropriate safeguards and, with respect to EPHI, comply with the requirements of the HIPAA Security Rule (Subpart C of 45 CFR Part 164) to prevent any use or disclosure not permitted by the terms of this Agreement.
5. Business Associate shall notify Board of any access, use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware, including breaches of unsecured PHI as required by 45 CFR 164.410, and any security incident of which it

becomes aware, including those reported to Business Associate by its subcontractors or agents. In addition:

- a. Business Associate shall provide such notice to Board within ten (10) business days of discovery of such an occurrence and shall immediately conduct an investigation and report in writing, within five business days, the following information:
 - Identification of each individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed and a description of the types of PHI that were involved in the occurrence (such as full name, date of birth, social security number, diagnosis, account number, etc.).
 - A brief description of what occurred, including the date of the occurrence, if known, and the date of its discovery.
 - A brief description of what is being done to investigate the occurrence, mitigate any harm to individuals, and protect against any further occurrences.
 - b. Business Associate shall also provide Board with any other available information, as requested, that Board is required to include in its notification to the individual in accordance with 45 CFR § 164.404, either at the time the request is made or as the information becomes available.
 - c. Business Associate shall take all reasonable steps to mitigate any potentially harmful effects of such access, use or disclosure.
6. Business Associate shall require all subcontractors and agents that receive, maintain, create or transmit PHI on behalf of Business Associate to agree in writing, in accordance with 45 CFR 502(e)(1)(ii) with respect to PHI and 164.308(b)(2) with respect to EPHI, as applicable, to adhere to the same restrictions, requirements and conditions that apply to Business Associate with respect to such PHI. Business Associate shall monitor all such agreements for compliance.
7. In the event that Board informs Business Associate in writing that PHI held by Business Associate is a Designated Record Set, Business Associate agrees to do the following at the request of Board and in the time and manner designated by Board:
- a. Make such PHI available to Board as necessary for Board to fulfill an individual's request to access such PHI, in accordance with 45 CFR 164.524.
 - b. Make any amendments to such PHI that the Board directs pursuant to 45 CFR 164.526, or take any other measures necessary to satisfy Board's obligations under 45 CFR 164.526.
8. Business Associate shall document disclosures of PHI and information related to such disclosures as necessary for Board to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Within forty-five (45) days of

receiving a written request from Board, Business Associate shall provide such information to the Board in the format and manner requested, in order for Board to respond to an individual's request.

9. Business Associate shall make all books, records, agreements and internal practices relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Board, available to the Board or to the Secretary of the United States Department of Health and Human Services (HHS), for purposes of determining compliance with the HIPAA Rules.
10. To the extent that Business Associate is to carry out one or more of Board's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Board in the performance of such obligations.
11. Business Associate may not use or disclose PHI in a manner that would violate the Privacy Rule if done by the Board except for any specific uses and disclosures set forth in Section II.

IV. TERM AND TERMINATION

1. This Agreement shall be effective as of the date set forth below and shall remain in effect until terminated by either party with thirty (30) days prior written notice, without notice in the event of a violation of a material term of this Agreement in accordance with Section IV.2, or at the termination or expiration of a related service agreement noted in Section II.1.
2. Board may immediately terminate this Agreement if Board determines that Business Associate has violated a material term of the Agreement. Alternatively, the Board may choose to provide Business Associate with written notice of the existence of the material violation and afford Business Associate an opportunity to cure such violation. If upon receipt of such notice, Business Associate fails to cure said violation to the satisfaction of Board in the timeframe and manner set forth in the notice, Board shall immediately terminate this Agreement.
3. Upon expiration or termination of this Agreement for any reason, with respect to PHI received from Board, or created or received by Business Associate on behalf of Board, Business Associate shall comply with the following:
 - a. Retain only that PHI necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities. When such PHI is no longer needed by Business Associate for such purposes, it shall be returned, or if agreed to by Board, destroyed in accordance with Sections 4.3.b. and 4.3.c.
 - b. Return, or if agreed to by Board, destroy all remaining PHI that Business Associate still maintains in any form within 30 days of such termination. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. Destruction of PHI shall include all back-up copies. If requested by Board, Business Associate shall provide appropriate documentation/certification evidencing such destruction.

- c. If it is not feasible for the Business Associate to return or destroy said PHI, Business Associate will notify the Board in writing. Said notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, (ii) the specific reasons for such determination, (iii) a statement that Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and (iv) a statement that Business Associate agrees to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.
4. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

V. MISCELLANEOUS

1. Any ambiguity in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and any regulations promulgated thereunder.
2. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
3. Any amendment to this Agreement must be set forth in an addendum to this Agreement and signed by the Parties.
4. Notwithstanding any rights or remedies under this Agreement or provided by law, the Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
5. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Board, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign the Agreement without the prior written consent of the other.
6. Any notice to the other Party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, to such Party's primary place of business.
7. The Parties are independent contractors and neither Party is an agent, representative, employee or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either Party

IN WITNESS WHEREOF, the Parties have hereto duly executed this Agreement on the dates set forth below.

Mental Health Recovery Board Serving Warren and Clinton Counties

Colleen Chamberlain
Colleen Chamberlain, Executive Director

7/7/2020
Date

BUSINESS ASSOCIATE

[Signature]
Business Associate Signator

7/21/2020
Date

APPROVED AS TO FORM

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

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, Colleen Chamberlain, holding the title and position of Executive Director at the firm Mental Health Recovery Board Serving Warren and Clinton Counties, 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.

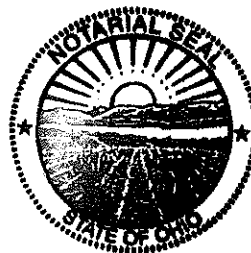
Colleen Chamberlain
AFFIANT

Subscribed and sworn to before me this 13th day of July 2020

Kelley Brown
(Notary Public),

Warren County.

My commission expires May 22, 2022



Kelley Brown
Notary Public, State of Ohio
My Commission Expires May 22, 2022

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

Resolution

Number 20-1016

Adopted Date July 21, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT FOR FY2020-2021 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER TRUANCY PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement for FY2020-2021 with Warren County Educational Service Center Truancy Program, effective July 1, 2020 to June 30, 2021, on behalf of the Warren County Juvenile Court. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

AGREEMENT

I. PARTIES

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

II. PURPOSE OF THE AGREEMENT

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

III. TERM

- (A). The term of this Agreement shall be for the fiscal year 2021.
- (B). The term shall commence on July 1, 2020 and end on June 30, 2021.

IV. DUTIES OF THE PROVIDER

- (A). Provider shall:
 - 1. Provide Truancy Education Group facilitation to youth, their families and other designated individuals referred by Warren County Juvenile Court.
 - 2. Bill the County for an initial lump sum payment of \$17,000.00 prior to August 31, 2020 for Truancy Education Group facilitation services.
 - 3. Effective September 1, 2020, bill the County on a monthly basis for Truancy Education Group facilitation services with the level billing amount of \$1,700.00. Each invoice will list the months of service being provided.
 - 4. Invoices to the County should not exceed a total of \$34,000.00.

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

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

V. COUNTY RESPONSIBILITIES

(A). The County shall:

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

VI. FRINGE BENEFITS: PERS/STRS: TAX WITHHOLDINGS

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

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

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

VII. NO PROMISE OF FUTURE EMPLOYMENT

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

VIII. INDEMNIFICATION/HOLD HARMLESS

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

IX. TERMINATION

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

X. ENTIRE AGREEMENT

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

XI. BINDING EFFECT

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

XII. INSURANCE

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

XIII. PROPRIETARY RIGHTS

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

XIV. MODIFICATION OR AMENDMENT

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

XV. WAIVER

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

XVI. CONSTRUCTION

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

XVII. ASSIGNMENT

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

XVIII. GOVERNING LAW

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

XIX. PARTIES

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

XX. RELATIONSHIPS OF THE PARTIES

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

XXI. POLICY OF NON-DISCRIMINATION

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

XXII. CONFIDENTIALITY

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

SIGNATURE PAGE

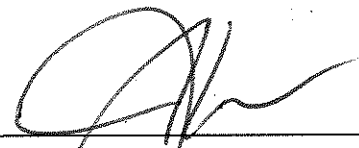
Witness their hands this 21st day of July, 2020.

Signed and acknowledged in the presence of:




Board of Warren County Commissioners

7/21/2020 20-1016
Date / Resolution Number




Joseph Kirby, Judge
Warren County Juvenile Court

4-13-2020
Date



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

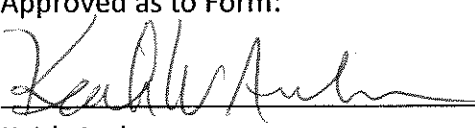
4-13-2020
Date



Alleyn Unversaw, Treasurer
Warren County Educational Service Center

4-13-2020
Date

Approved as to Form:



Keith Anderson

5-7-20
Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Allynn Universal, holding the title and position of Cfo at the firm Warren County EX, 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.

Allynn Universal
AFFIANT

Subscribed and sworn to before me this June 22 day of June 20 20

Lori Socha
(Notary Public),

Warren County.

My commission expires June 17th 20 25



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

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

Resolution

Number 20-1017

Adopted Date July 21, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2020-2021 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER PARENT SUCCESS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President this Board to execute a Contract for FY2020-2021 with Warren County Educational Service Center Parent Success Program, effective July 1, 2020 to June 30, 2021, on behalf of the Warren County Juvenile Court. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

CONTRACT FOR SPECIALIZED CARE SERVICES-Parent Success

This Contract is made this first day of July, 2020, between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized care services and

WHEREAS, the Provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

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

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

II. LENGTH OF CONTRACT:

This Contract shall become effective on July 1, 2020 and shall remain in force and effect up to and including June 30, 2021, unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

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

IV. RELATIONSHIP OF PARTIES:

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

V. GOVERNING LAW:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio.

VI. INDEMNIFICATION:

Provider will defend, indemnify, protect, and save the County harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

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

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

VII. PARTIES:

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

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

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

IX. COMPENSATION AND NOTICES:

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

TO: Provider

Warren County Educational Service Center

1879 Deerfield Road

Lebanon, Ohio 45044

Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court

900 Memorial Drive

Lebanon, Ohio 45036

Phone Number: 513-695-1160

Invoices shall be made effective December 1, 2020 with the level billing amount of \$8,500 bi-monthly. Invoices will be made in December 2020, February 2021, April 2021 and June 2021. The total sum being \$25,000. Each invoice will list the months of service being provided.

X. **CHILD SUPPORT:**

N/A

XI. **INSURANCE:**

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

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

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

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

XII. ENTIRE CONTRACT:

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

XIII. MODIFICATION OR AMENDMENT:

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

XIV. CONSTRUCTION:

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

XV. WAIVER:

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

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

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

XVII. HEADINGS:

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

XVIII. TERMINATION:

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

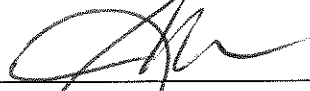
IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 20-1017 of Warren County Board of Commissioners dated 7/21/2020.

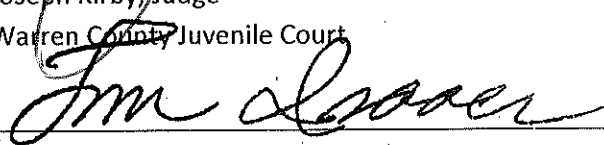
Signed and acknowledged in the presence of:



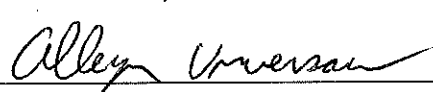
Board of Warren County Commissioners 7/21/2020
Date



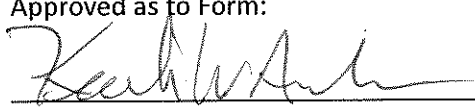
Joseph Kirby, Judge 4-13-2020
Warren County Juvenile Court Date



Tom Isaacs, Superintendent 4-13-20
Warren County Educational Service Center – Coordinated Care Date



Alleyn Unversaw, Treasurer 4-13-20
Warren County Educational Service Center Date

Approved as to Form:


Keith Anderson 5-7-2020
Assistant Prosecuting Attorney Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Allegn Unversaw, holding the title and position of CFO at the firm Warren County Esc, 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.

Allegn Unversaw
AFFIANT

Subscribed and sworn to before me this 22nd day of June 2020

Lori Socha
(Notary Public),

Warren County.

My commission expires June 17 2025



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

Resolution

Number 20-1018

Adopted Date July 21, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT WITH FOCUS ON YOUTH FOR THE EMERGENCY FOSTER CARE PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute a Contract with Focus on Youth Inc. for the Emergency Foster Care Program, effective July 1, 2020 through June 30, 2021, on behalf of the Warren County Juvenile Court. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Focus on Youth Inc.
Juvenile Court (file)

**WARREN COUNTY JUVENILE COURT
PURCHASE OF SERVICE CONTRACT**

THIS CONTRACT, made this 1st day of July , 2020 in Lebanon, Warren County, Ohio, by the Board of Warren County Commissioners on behalf of the Warren County Juvenile Court, located at 900 Memorial Drive, Lebanon, Ohio 45036, hereinafter called the "COURT" and Focus on Youth, Inc., doing business at 8904 Brookside Avenue, West Chester, Ohio 45069, hereinafter called the "PROVIDER."

WITNESSETH:

WHEREAS, the COURT and the PROVIDER mutually desire to contract with each other to provide emergency foster care for youth referred by the Juvenile Court's Detention Center embodied in the work scope attached hereto and hereinafter referred to as "Exhibit A"; and

WHEREAS, the PROVIDER is uniquely qualified, experienced, and licensed to provide said work, where there is a Contract specifying the rights and duties of each party;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and Contracts hereinafter set forth, the parties of this Contract with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

1.1 The PROVIDER agrees to perform emergency foster care services embodied in the work scope attached hereto and hereinafter referred to as "Exhibit A". Said Exhibit A is incorporated by reference as if written hereinafter in full.

1.2 The PROVIDER further agrees that it will notify the COURT prior to undertaking any activity or authorizing any expenditure that is not clearly consistent with the terms of this Contract and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of the COURT.

ARTICLE TWO: SCHEDULE OF PAYMENTS

2.1 The COURT agrees to compensate the PROVIDER for authorized expenditures incurred in the execution of this Contract and services described in Exhibit A, which can be verified by documentation. Payment shall be based on the rate of \$110.25 per night, with a split of \$45.25 administrative fees, and \$65.00 foster parent maintenance.

2.2 It is understood and agreed by the parties hereto that the COURT will be under no financial obligation to pay any excess costs arising from changes, modifications or extra work orders without the prior written approval of the COURT.

2.3 Payment will be made to the PROVIDER after the COURT has received and approved invoices from the PROVIDER for the previous month. Invoices shall be submitted to the COURT within 10 days after the first of each month. Monthly invoices

remainder of this Contract 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 and shall be valid and enforceable to the fullest extent permitted by law.

7.2 There are no promises, terms, conditions or obligations other than those contained herein and this Contract shall supersede all previous communications, representations or Contracts, either written or oral, between the parties to this Contract.

7.3 This Contract and any modification, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

ARTICLE EIGHT: SAFEGUARDING OF CLIENT

8.1 PROVIDER agrees that disclosure of any information by PROVIDER, his agents, employees or assigns concerning services to the individuals should be done within the purview of the Ohio Revised Code.

ARTICLE NINE: NON-DISCRIMINATION AND ACCESSIBILITY

9.1 During the performance of this Contract, the PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The PROVIDER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination rates of pay or other forms of compensation and selection for training, including apprenticeship.

9.2 The PROVIDER, or any person claiming through the PROVIDER, agrees not to establish or knowingly permit any such practices of discrimination or segregation in reference to anything relating to this Contract or in reference to any contractors or subcontractors of said PROVIDER. PROVIDER shall guarantee accessibility to services for all clients regardless of physical ability.

ARTICLE TEN: INSURANCE/BONDING

10.1 The PROVIDER agrees to carry the required liability insurance and/or bonding necessary for the delivery of the service to be provided as found acceptable by the Court.

ARTICLE ELEVEN: TERMINATION

11.1 This Contract may be terminated by either party upon notice in writing, delivered upon the other party thirty days prior to the effective date of termination. Neither the COURT shall be liable to tender and/or pay to the PROVIDER any further compensation after the date of termination of this Contract.

ARTICLE THIRTEEN: INDEMNIFICATION

13.1 The PROVIDER shall protect, defend, indemnify and hold free and harmless the COURT and any of their officers, employees, successors, administrators or agents, from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities, and expenses of any kind, including attorneys' fees, arising out of or in connection with any acts or omissions of the PROVIDER, negligent or otherwise, and its employees, officers, agents or independent contractors.

13.2 The PROVIDER agrees to pay all damages, costs and expenses the COURT and their officers, employees, successors, administrators, and agents in defending any action arising out of the aforementioned acts or omissions.

ARTICLE FOURTEEN: SIGNATURE

WARREN COUNTY COMMON PLEAS COURT JUVENILE DIVISION

By *Anthony Brigano* Date: 5.26.20
Anthony Brigano
Court Administrator

FOCUS ON YOUTH, INC.

By *Bryan Forney CEO* Date: 5/14/20
Bryan Forney
Chief Executive Officer

Signed and acknowledged in the presence of:

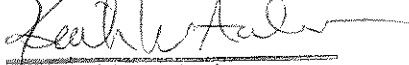


Board of Warren County Commissioners

7/21/2020 / 20-1018

Date / Resolution Number

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Butler

I, Bryan Forney, holding the title and position of CEO at the firm Focus on Youth, Inc., 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.

[Signature]
AFFIANT

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

Penny J. Dougan
(Notary Public)

Butler County.

My commission expires March 24 2021



Penny J. Dougan
Notary Public
State of Ohio
My Commission Expires
March 24, 2021

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

Resolution

Number 20-1019

Adopted Date July 21, 2020

APPROVE AND ENTER INTO A COOPERATIVE SOCIAL WORK INTERNSHIP AGREEMENT WITH OHIO UNIVERSITY ON BEHALF OF WARREN COUNTY JUVENILE COURT, MARY HAVEN YOUTH CENTER COURT CLINIC

BE IT RESOLVED, to enter into an affiliation agreement with Ohio University on behalf of Warren County Juvenile Court, Mary Haven Youth Center Court Clinic. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio University
Juvenile Court (file)



OHIO
UNIVERSITY

College of Health Sciences and Professions
Office of Clinical Education
W124 Grover Center, Athens, OH 45701
P: 740-593-1418 F: 740-593-4707

and

**Warren County Board of Commissioners on behalf of the Warren County
Juvenile Court**

Executed Health Sciences and Professions Affiliation Agreement

The attached Affiliation Agreement includes the following programs that are checked below:

- Athletic Training
- Audiology
- Child and Family Studies
- Community Health
- Exercise Physiology
- Dietetics
- Health Services Administration
- Long Term Health Care
- Nursing
 - BSN
 - RN
 - MSN
 - DNP
- Physical Therapy
- Physician Assistant
- Speech-Language Pathology
- Social Work

**OHIO UNIVERSITY'S COLLEGE OF HEALTH SCIENCES AND PROFESSIONS
AFFILIATION AGREEMENT**

This Agreement is made and entered into this June 25, 2020 by and between Warren County Board of Commissioners on behalf of the Warren County Juvenile Court; hereinafter referred to as "Facility" and Ohio University through its College of Health Sciences and Professions, hereinafter known as the "College."

WHEREAS, both parties to this agreement want to assure quality and continuity of care appropriate to the needs of the clients in the Facility;

WHEREAS, both parties desire to advance the education of health professions students through exposure and practice in Clinical/Learning placements;

WHEREAS, both parties are committed to attaining quality of purpose, and these shared goals are enhanced by our mutual agreement;

WHEREAS, nothing in this agreement shall alter the freedom enjoyed by either organization, nor shall in any way affect the independent operation of either organization;

NOW, THEREFORE, IN CONSIDERATION of the mutual advantage occurring to both parties hereto, the Facility and the College hereby covenant and agree with each other as follows:

I. MUTUAL RESPONSIBILITIES

The arrangement for the clinical affiliation will be cooperatively planned by the appropriate representatives and staff of the Facility and the College faculty and staff.

- A. The Facility will accept students selected by the program in which the student is enrolled and agreed upon by the Facility for a period of clinical education and/or portions of professional work requiring clinical exposure and practice. The nature of the experience shall be arranged by the College's Clinical Education Coordinator of the program in which the student is enrolled in conjunction with the individual designated as the Facility Coordinator of Clinical Education, within the stated philosophies and objectives of the College's program(s) and the Facility.
- B. The time periods and number of affiliating students assigned during any one clinical training period will be mutually agreed upon by the College and Facility. The Facility will have the right to refuse to accept, or revoke the acceptance of, any student prior to the student's entry into the clinical training experience.
- C. The College and Facility will be mutually responsible for providing affiliating students with information regarding the policies, rules and regulations of each Facility and for advising students of their responsibilities to abide by such policies, rules and regulations while assigned to the Facility. The College acknowledges and agrees that the affiliating students shall abide by all policies and regulations of the Facility including compliance with HIPAA regulations. It is the responsibility of the affiliating student to abide by any and all of the Facility's policies and regulations.
- D. The College maintains the privilege of visiting the Facility before, after, and/or during the clinical education periods at times that are mutually convenient. Periodic contacts will be made to review and evaluate the clinical education program and facilities, to attempt to resolve specific problems which may interfere with the achievement of the objectives of the program. The College will give

- advance written notice to the Facility of any site visits by any of the College's representatives or accrediting agencies involved with the clinical education program.
- E. The Facility will have the right to remove any student from his/her assigned clinical training experience whenever the Facility determines, in its sole judgement and discretion, that the student's performance is unsatisfactory and/or his/her behavior is disruptive or detrimental to the Facility or its patients.
 - F. Students, except for the purposes of HIPAA, are not considered employees or agents of the Facility while engaged in clinical activities related to their educational experience covered under this Agreement, but are considered to be participating in clinical practicum. The College and Facility are at all times independent contractors, and not joint ventures or agents of the other. Neither party nor their respective faculty, staff, employees, students or agents shall be or claim to be the faculty, staff, employee, student or agent of the other.
 - G. Responsibility: Each party agrees to be responsible for any negligent acts or negligent omission by or through itself or its agents, employees, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to another.
 - H. Limitations of Liability: In no event shall either party be liable to the other under any provision of this Agreement for any consequential, incidental, or special damages whether in contract or tort and including but not limited to loss of use, loss of data or information, however caused, lost profits or other economic loss, failure of any licensed program to perform in any way.

II. COLLEGE RESPONSIBILITIES

The College will assign students to participate in the clinical education program and will have total responsibility for academically preparing the students in theoretical knowledge basic skills, professional ethics, attitude and behavior, and patient confidentiality and Health Insurance Portability and Accountability Act, hereinafter referred to as HIPAA privacy requirements prior to the clinical affiliation.

- A. The College will appoint a representative as a coordinator of clinical education to act as a liaison between the College and the Facility, and prior to the educational experience and continuous with it. There shall be close planning between the College Coordinator of Clinical Education, and the Facility Coordinator.
- B. The College shall reserve the right to revise any assignment prior to the student's entry into the Facility Clinical Education Program. The College agrees to withdraw a student from assignment to the Facility following consultation between all parties involved in the action.
- C. The College, shall reserve the right to withdraw a student from his/her assigned clinical education experience at the Facility when in the College's judgment the clinical experience does not meet the needs of the student.
- D. The College, through Ohio University, provides general liability insurance to students engaged in assigned field experiences in the amount of \$1,000,000 per occurrence, and provides malpractice insurance in the amount of \$1,000,000 per claim, with a \$3,000,000 aggregate. A Certificate of Insurance (COI) is available upon request.
- E. The College shall require the affiliating students to meet all immunization, health tests and certification requirements as designated by the Facility. Required proof will be the responsibility of the affiliating student, and must be provided before the clinical experience can begin.

- F. The College shall inform student(s) and faculty/instructor(s) that while at the Facility a student's and/or faculty/instructor's personal use of cell phones and other electronic devices must not interfere or inhibit patient care or Facility operations. Student use of cell phones/electronic devices is limited to activities, which enhance education, such as accessing medical literature and medical dictionaries or researching drugs and infectious diseases. Student(s) may not use cell phones/electronic devices to take pictures of or record (video/audio) patients, Facility employees or Facility property/facilities. Any student found violating this provision shall be subject to immediate removal from the patient care experience.

III. FACILITY RESPONSIBILITIES

The Facility shall provide the following service to the affiliating student:

- A. The Facility shall designate qualified preceptor(s)^{1,2,3,4,5,6,7,8} (aka field instructor and/or teaching assistant) as the Clinical/Learning Instructor assigned to teach, mentor, and evaluate the students according to the requirements of the College and programs therein.
- B. As necessary, the Facility shall designate at least one qualified clinical instructor or preceptor as a clinical instructor for backup purposes.
- C. The Facility agrees to provide student access to its clinical facilities as appropriate for the operation of the program. In addition, the Facility agrees to provide student access to available educational and instructional materials and provide sufficient meeting room space for conducting didactic programs, lectures, conferences, etc. in conjunction with the program and appropriate to the number of assigned students.
- D. The facility shall provide the College with written evaluation of the affiliating student's performance. The format of these evaluations is to be agreed upon by the College and the Facility.
- E. The Facility and the Facility Coordinator of Clinical Education will have sole and primary responsibility for client care and treatment. The affiliating student will participate in providing, but will not be solely responsible for client care and other clinical services rendered at the Facility as part of the student's experiences.
- F. The Facility shall provide the physical facilities and equipment necessary for the clinical education experience.
- G. If appropriate facilities and services are available at Facility, the Facility will be responsible for providing emergency care for student illness or accident occurring on the Facility's premises during the course of the clinical assignment, but is not responsible for the cost of such care. The College will endeavor to assure that medical insurance coverage for students is in effect during their period of assignment, but it is understood that students are financially responsible for their own medical insurance and for any medical care they receive at the Facility.
- H. All records kept by the Facility relating to a student's performance during the affiliation period shall be made available to the parties hereto and to the student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C 1212(g)

IV. STUDENT RESPONSIBILITIES

- A. The student will follow the policies, procedures, rules and regulations established by the Facility during his/her clinical affiliation in that Facility, including those governing the confidentiality, privacy and security of protected health information under HIPAA.
- B. The student will provide his/her own health insurance coverage for the period of the clinical education experience, and will provide evidence of such coverage to Facility upon request. The student will be advised that he/she is not eligible to participate in any of the Facility's clinical education programs until such insurance coverage is acquired and evidence has been submitted.
- C. The student has the right to appeal any decision made by the Facility or the College which will have adverse effects upon him/her, subject always to the rights, policies, procedures, rules and codes of conduct of the Facility and College.
- D. The student may acquire, in addition to general and professional liability insurance provided by the University, his/her own professional liability insurance with minimum liability limits of \$1,000,000 medical incident and \$3,000,000 aggregate.

V. **GENERAL**

- A. The Term of this Agreement shall begin on the date of this Agreement and shall continue for (5) five years unless either party has terminated this Agreement by advising the other party of its intent to terminate in writing at least four (4) months prior to the desired termination date. This Agreement may be modified by mutual written consent at any time. Students whose clinical experience is in progress when a termination notice is given, will be permitted to complete the clinical rotation.
- B. Amendment and Modifications: This Agreement may be amended or modified by the mutual agreement of the parties hereto in a written amendment or addendum to be attached to and incorporated thereby into this agreement.
- C. Governing Law: The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.
- D. Legal Construction: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- E. Assignment of Agreement: Nether party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party.
- F. Media: The parties agree that they will not use the other parties' name in any advertising, promotional material, press release, publication, public announcement or through other public media, written or oral, whether to the public press, the holder of publicly owned stock or otherwise relating to this Agreement or to the performance hereunder of the existence of an arrangement between the parties without the prior written consent of the other party.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

Warren County Board of Commissioners on behalf of the Warren County Juvenile Court

OHIO UNIVERSITY, THROUGH ITS COLLEGE OF HEALTH SCIENCES AND PROFESSIONS

By: [Signature]
Name: David Young
Title: President

By: [Signature]
Name: Marianne Malawista, PhD
Title: Senior Director for Clinical Education

Date: 7/21/20

Date: 6-29-2020

Address: 406 Justice Dr.
Lebanon, OH 45036

Email: David.young@co.warren.oh.us

Phone: 513-695-1250

Fax: 513-695-1254

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney

Endnotes:

¹ The following applies to any and all **Physician Assistant (PA)** students placed by the Physician Assistant Program: PA students must be clearly identified in the clinical setting to distinguish them from physicians, medical students and other health profession students and graduates.

Identified preceptors must consist primarily of practicing physicians and PAs. Supervised clinical practice experiences should occur with:

1. physicians who are specialty board certified in their area of instruction,
2. PAs teamed with physicians who are specialty board certified in their area of instruction, or
3. other licensed health care providers experienced in their area of instruction.

Supervised clinical practice experiences should occur with preceptors practicing in the following disciplines: family medicine, internal medicine, emergency medicine, general surgery, pediatrics, ob/gyn, and behavioral and mental health care and must occur in the following settings: outpatient, emergency department, inpatient, and operating room. Additional elective clinical practice experiences may also occur in medical and surgical specialties and subspecialties.

² The following applies to all **undergraduate-level Nursing** students (ADN, BSN) placed by the Ohio University School of Nursing:

Upon prior mutual agreement between the clinical agency and the Ohio University School of Nursing, the clinical agency will provide preceptors and/or teaching assistants for undergraduate-level nursing students.

"Preceptor" is defined as a registered nurse or licensed practical nurse who meets the requirements as set forth by the Ohio Board of Nursing who provides supervision of a nursing student's clinical experience at the clinical agency in which the preceptor is employed and who implements the clinical education plan at the direction of the Ohio University School of Nursing faculty member responsible for the course in which the undergraduate-level nursing student is enrolled. "Teaching Assistant" is defined as a person employed to assist and work at the direction of an Ohio University School of Nursing faculty member

providing instruction in the classroom, laboratory, or in a clinical setting in which nursing care is delivered to an individual or group of individuals, and who meets the qualifications set forth by the Ohio Board of Nursing

The preceptor or teaching assistant providing supervision and/or instruction of a nursing student shall at least:

- a. Have competence in the area of clinical practice in which the teaching assistant or preceptor is providing supervision to a student;
- b. Design, at the direction of an Ohio University School of Nursing faculty member, the student's clinical experience to achieve the stated objectives or outcomes of the nursing course in which the student is enrolled;
- c. Clarify with the Ohio University School of Nursing faculty member:
 - i. The role of the teaching assistant or preceptor;
 - ii. The responsibilities of the faculty member;
 - iii. The course and clinical objectives or outcomes;
 - iv. The clinical experience evaluation tool;
- d. Contribute to the evaluation of the student's performance by providing information to the faculty member and the student regarding the student's achievement of established objectives or outcomes.

A preceptor shall provide supervision to no more than two undergraduate-level nursing students at any one time, provided the circumstances are such that the preceptor can adequately supervise the practice of both students.

The Ohio University School of Nursing is responsible for maintaining and verifying that preceptors and teaching assistants meet the requirements and qualifications as set forth by the Ohio Board of Nursing.

³ If relevant to the requested student placement, the following pertains to Ohio University School of Nursing graduate-level Nursing students (MSN and/or DNP [including all programs, tracks, and certificates]):

Upon prior mutual agreement between the clinical agency/facility and the Ohio University School of Nursing, the clinical agency/facility will provide preceptors and/or supervision for graduate-level nursing students and meet the requirements as set forth by the Ohio University School of Nursing. The preceptor/supervisor providing direction and/or instruction to a graduate-level nursing student shall at least:

- a. Have competence and required professional and academic credentials in the area of clinical practice in which the student experience is occurring;
- b. Design, at the direction of an Ohio University School of Nursing graduate-level faculty member, the student clinical experience to achieve the stated objectives and/or outcomes of the nursing course in which the student is enrolled;
- c. Clarify with the Ohio University School of Nursing faculty member:
 - i. The role of the preceptor/supervisor;
 - ii. The responsibilities of the faculty member;
 - iii. The course and clinical objectives and/or outcomes;
 - iv. The clinical experience evaluation tool;
- d. Contribute to the evaluation of the student performance by providing information to the faculty member and the student regarding the student's achievement of established objectives and/or outcomes.

The Ohio University School of Nursing is responsible for maintaining and verifying that preceptors/supervisors meet the requirements and qualifications as determined by program guidelines.

⁴ The following applies to any and all **Speech-Language Pathology** students:

1. The Facility shall designate a minimum of one state licensed, ASHA certified speech-language pathologist as the clinical instructor. The on-site clinical instructor must be nine (9) months post their clinical fellowship and have taken 2 CEU hours in the area of supervision.
2. Clinical hours to be applied toward ASHA certification must be completed under the direct supervision of an ASHA certified and state licensed speech-language pathologist. In the case that this individual is not available, at any time during the externship (vacation, sick leave, etc.), a backup preceptor with these qualifications must be assigned by the Facility.
3. The designated clinical instructor must be on site during all times which a student provides services.
4. The amount of supervision must be appropriate to the student's level of training, education, experience, and competence. Supervision must be sufficient to ensure the welfare of the patient and the student in accordance with the ASHA and State Licensure Code of Ethics.
5. Supervision must include direct observations, guidance, and feedback, to permit the student to monitor, evaluate, improve performance, and develop clinical competence.

6. Graduate student clinicians may engage in service delivery through telepractice and telesupervision. Clinical educators must be available 100% of the time to each session and must provide a minimum of 25% direct supervision of the total contact time with each client/patient. Supervision can be provided in person or through telesupervision.

5 The following applies to any and all **Audiology** students:

1. The Facility shall designate a minimum of one state licensed audiologist as the clinical preceptor. In the case that this individual is not available, at any time during the externship (vacation, sick leave, etc.), a backup preceptor with these qualifications must be assigned by the Facility.
2. Clinical hours to be applied toward ASHA certification must meet the following guidelines:
 - a. Supervision must be completed under the direct supervision of an ASHA certified and state licensed audiologist;
 - b. The preceptor must complete two hours of continuing education in clinical instruction and supervision; and
 - c. The preceptor must complete a minimum of 9 full-time months of experience post certification.
3. The designated clinical instructor must be on site during all times in which the student provides services. Exception to this may occur with clinical simulations (see below).
4. Medicare patients require 100% direct supervision. The preceptor must be in the room with the student and patient at all times.
5. The amount of supervision must be appropriate to the student's level of training, education, and competence. Supervision must be sufficient to ensure the welfare of the patient and the student in accordance with certifying bodies and state licensure Code of Ethics.
6. Supervision must include oversight of clinical and administrative activities directly related to client/patient care, including direct client/patient contact, consultation, recordkeeping, and administrative duties relevant to audiology service delivery.
7. Supervision must include direct observations, guidance, and feedback, to permit the student to monitor, evaluate, improve performance, and develop clinical competence.
8. Graduate student clinicians may engage in service delivery through telepractice and telesupervision. Clinical educators must be available 100% of the time to each session and must provide a minimum of 25% direct supervision of the total contact time with each client/patient. Supervision can be provided in person or through telesupervision.
9. Clinical simulations can account for 10% of the student's total supervised clinical experience.
 - a. Per ASHA 2020 Standards: Clinical simulations (CS) are distinct from labs and may include the use of standardized patients and simulation technologies (e.g., virtual patients, digitized mannequins, immersive reality, task trainers, computer-based interactive). These supervised CS experiences under a CCC-A can be synchronous simulations (real-time) or asynchronous (not concurrent in time) simulations. Up to 10% of an applicant's supervised clinical experience for ASHA certification can be obtained through CS. CS experiences for ASHA certification can only count when obtained within the doctoral program.
 - b. Clinical simulations must include a debriefing component for the purposes of meaningful learning. In the instance of a virtual client, debriefing sessions should be conducted after the completion of the CS in order to meet the 25% observation requirement. For example: Student A can complete a simulation for 60 minutes followed by a 15-minute debriefing with the clinical evaluator and receive credit for a 60-minute session that was observed 25% of the time.
 - c. Debriefing activities may include face to face discussion, self-reflection with feedback, and/or written self-evaluation with feedback. Debriefing can meet the 25% supervision requirement in asynchronous learning situations. In synchronous learning, the observation is taking place while the student is completing a task with either a live patient or with a simulation, such as a virtual mannequin.

<https://www.asha.org/Certification/2020-Audiology-Certification-Standards/>

6 The following applies to the **Nutrition** Program:

1. The Clinical preceptor providing supervision to the dietetic student shall meet/exceed the following criteria:
 - a. Maintain Active Registered Dietitian/Nutritionist Status
 - b. Meet current credentialing requirements as evidenced by submission of approval learning plan and completion of required CPEU's as deemed by the Commission on Dietetic Registration (CDR).
 - c. Have competence in the area of clinical practice in which the preceptor is providing supervision to a student.
 - d. Design, at the direction of the faculty members, the student's clinical experience to achieve the state dietetic field experience objectives.
 - e. Contribute to student evaluation by providing a completed mid-point and final student performance evaluation to the faculty member and the student regarding the student's achievement of established objectives or outcomes.

⁷ The following applies to the **Physical Therapy Program**:

- 1: The Clinical Instructor for the physical therapy students will:
 - a. Be a licensed physical therapist with at least one year of experience
 - b. Be an effective role model and clinical teacher
 - c. Demonstrate competence in clinical practice
 - d. Follow all applicable laws and rules governing supervision of students, ensuring at a minimum, on-site supervision when students are engaged in patient care.

⁸ The following applies to any and all students placed in field placements by the **Department of Social Work**:
"Field Instructor" means a BSW/BSW or MSW with a minimum of two years' practice experience in the field of social work. *
Additional licensure requirements apply to Advanced Clinical graduate students. The Field Instructor provides supervision of a social work student's field experience at the agency in which the Field Instructor is employed and guides the development and implementation of the student's learning plan at the direction of a faculty member responsible for the course in which the student is enrolled. The Field Instructor for social work students will:

1. Have competence in the field of supervision
2. Practice and model social work in accordance with the state laws and rules, as well as the NASW Code of Ethics
3. Participate in pre-placement interviews and completion of evaluation documents
4. Provide consistent, intentional supervision to the student
5. Complete the field instructor orientation and training
6. Complete an agency conference with the Field Liaison and student at least once/semester
7. *Allow student to participate in augmented supervision as required by the Department of Social Work to meet accreditation requirements (applies to nonsocial work-degreed field instructors only).

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 20-1020

Adopted Date July 21, 2020

APPROVE AND ENTER INTO AGREEMENT WITH OHIO-KENTUCKY-INDIANA
REGIONAL COUNCIL OF GOVERNMENTS

BE IT RESOLVED, to approve and enter into contract with Ohio-Kentucky-Indiana Regional
Council of Governments for 2021 funding; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OKI Regional Council of Government
Commissioners' file
OMB

AGREEMENT

THIS AGREEMENT is effective on the 1st day of July 2020, by and between the OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS, herein called the "Council" and WARREN COUNTY, OHIO herein called the "Funding Agency".

WHEREAS, the Funding Agency has determined that it has a need for regional planning operations and that such regional planning operations can be most advantageously pursued through Federally-assisted comprehensive regional planning services; and

WHEREAS, the Council has been organized to and does provide continuing comprehensive regional planning services through Federally-assisted projects in the regional area composed of Boone, Campbell and Kenton Counties in the Commonwealth of Kentucky; Butler, Clermont, Hamilton and Warren Counties in the State of Ohio; and Dearborn County in the State of Indiana, herein called the "OKI Region"; and

WHEREAS, the Council requires financial support from the Funding Agency in order to continue its regional planning activities and

WHEREAS, the Funding Agency, upon due consideration, has determined that the continued operation of council is necessary and vital function for the metropolitan region of which this funding Agency is part.

IT IS NOW, THEREFORE, AGREED AS FOLLOWS:

1. The Funding Agency shall pay the Council the sum of \$77,419.00. Said amount shall be paid in two installments; the first installment in an amount of \$38,709.50 to be due at contract execution and the second installment of \$38,709.50 to be due December 1, 2020.

2. In consideration of such payments, the Council or assignee shall render regional

planning services to the Funding Agency and to the OKI Region. Said services may include, but are not limited to, the following items specified in the Fiscal Year 2021 Operating Budget of the council: Transportation Planning, Mass Transit Planning, Regional Planning, Economic Development Activities, Air Quality Planning, Water Quality Planning and Ridesharing Activities, as more specifically described in applicable contracts between the Council and agencies of the United States government, which have been executed and which may be from time to time executed, all of which are on file with the Council and available upon request to the Funding Agency.

3. The term of this Agreement shall be from the date first written above through the end of the Council's fiscal year, June 30, 2021, and until all payments contracted for hereunder have been made.

4. It is understood and agreed by the parties hereto that the Council may assign its rights hereunder to a lending institution. Upon written notification by Council and such institution of such assignment, the Funding Agency agrees to make payments pursuant to Paragraph 1 hereof as directed in such writing and the Council agrees that payments made pursuant to such an assignment shall discharge the Funding Agency's obligation to the Council hereunder the same as if such payments were made directly to the Council. This Agreement shall not be assignable otherwise than as set forth herein.

5. The funding Agency represents to the Council that:

- a) The Funding Agency has the power to enter into this agreement;
- b) The Funding Agency has taken all such actions as may be necessary to lawfully appropriate funds sufficient to make the payments called for in this Agreement;
- c) The Funding Agency has taken all action as may be necessary to lawfully

execute this agreement;

- d) When executed, this Agreement shall be a legal, enforceable and binding obligation upon The Funding Agency in accord with its terms.

6. This Agreement contains all the terms agreed upon between the parties with respect to the subject matter thereof. This Agreement may be amended or modified only by a written instrument executed by both parties.

IN WITNESS THEREOF, this Agreement to have been executed by authorized officers or agents, on this 21st day of July, 2020.

**OHIO-KENTUCKY-INDIANA REGIONAL
COUNCIL OF GOVERNMENTS**

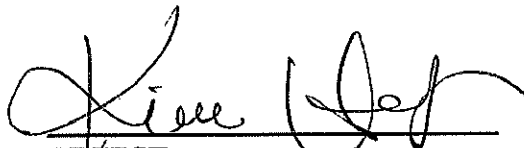


BY: _____
MARK R. POLICINSKI, EXECUTIVE DIRECTOR


Toni Gleason
ATTEST

WARREN COUNTY, OHIO

BY:  _____
**WARREN COUNTY BOARD OF
COMMISSIONERS**


ATTEST

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 20-1021

Adopted Date July 21, 2020

APPROVE AND ENTER INTO PRODUCT AND SERVICE PURCHASE AGREEMENT WITH MODERN OFFICE METHODS, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE REGARDING COPIERS


BE IT RESOLVED, to approve and enter into contract with Modern Office Methods 4747 Lake Forest Drive, Cincinnati, Ohio 45242 , for copiers for the Warren County Sheriff's Office and Jail in the amount of \$11,543.00; as attached hereto and made a part hereof; and

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Client Order—Terms and Conditions

1. **ACCEPTANCE:** Modern Office Methods Inc. (MOM) hereby agrees to sell to the client identified on the attached Client Order and Client hereby agrees to buy from MOM the "Equipment" described on said agreement subject to the below listed terms and conditions. This order is expressly contingent upon acceptance by corporate officer of Modern Office Methods at its home office. Client hereby waives notice of acceptance. MOM marketing representatives are not authorized to make any modifications to this instrument.

2. **INSTALLATION:** The Equipment shall be deemed installed and accepted by Client when it has been installed ready for use as proved by the operation of MOM's Field Engineering Test Routines. The "Installation Date" is the first day following the date Equipment is installed ready for use. Installation facilities, including space, electric power, cable troughs and the like will be provided by Client in accordance with MOM's installation specifications and at Client's expense. The client at its own expense shall provide any special rigging or handling required upon installation. Client shall also pay installation charges.

3. **GUARANTEE/LIMITATIONS OF LIABILITY:** Modern Office Methods Inc. grants a 60-Day Money Back Guarantee from the date of delivery on any workgroup system acquired from MOM. (Non-embedded software solutions are not included) This gives you the opportunity to evaluate MOM's products. If you use our product for 60 days or less and it does not operate as represented by MOM and the manufacturer, notify our Client Loyalty Manager, c/o Modern Office Methods, 4747 Lake Forest Dr., Cincinnati, OH 45242, in writing. If we are unable to get the equipment to perform as represented within 60 days, return the product to MOM and we will give you a full refund, less any shipping, installation, and connectivity charges; plus three (3) cents per black and white image and twenty (20) cents per full color image will be charged for each copy/image made.

4. **PAYMENT:** Payment terms are "Net Due upon Receipt of invoice." Client agrees to pay the amount due plus any applicable tax prior to the coverage period noted on invoice. ~~Whenever any payment is not made when due, Client agrees to pay a late charge of ten percent (10%) of the past due amount or \$20.00, whichever is greater, but not an amount greater than allowed by law. Client shall pay all Federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the Equipment. Should the Client fail to make any payment due hereunder, or be insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Client, MOM may enter upon the premises where the Equipment may be found and remove the Equipment, without prejudice to any other remedies, MOM may have and sell the Equipment, so acquired by MOM, upon commercially reasonable terms as MOM may elect and apply the proceeds thereof against the Client's obligations hereunder. Client agrees to pay attorney fees, court costs, disbursements and other reasonable expenses incurred in collecting any charges under this Agreement. Client shall pay to MOM all costs of collection (including the fee of any collection agency to whom this Agreement may be referred) plus reasonable attorney's fees (which attorney's fees shall not be less than 25% of amount due unless a lower amount is specified by applicable law).~~

Guaranteed Maintenance Agreement—Terms and Conditions

1. **GENERAL SCOPE OF COVERAGE:** This Agreement covers the labor and parts for adjustments and repairs as necessitated by normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, or negligence or caused beyond our control, such as use beyond Buyers' Lab recommended volume, or Acts of God are not covered and may be charged to you at MOM's then current per call service rate. Equipment will be deemed "Fit for Service" if equipment can produce an acceptable quality print via network cable or USB cable. If the service issue is deemed to be the fault of client network, the service call may be chargeable. Flery Print Controllers are considered to be a stand-alone appliance. Parts and labor for service on the Flery are not included unless a specific contract is purchased in addition to the base unit. This agreement will automatically renew for a 12 month period at the then current rates, unless notified in writing at least 30 days prior to expiration of the currently active contract.

2. **PAYMENT:** Payment terms are "Net Due upon Receipt of invoice." Client agrees to pay the amount due plus any applicable tax prior to the coverage period noted on invoice. ~~Whenever any payment is not made when due, Client agrees to pay a late charge of ten percent (10%) of the past due amount or \$20.00, whichever is greater, but not an amount greater than allowed by law.~~ This agreement shall become effective upon acceptance by MOM of the Guaranteed Maintenance Agreement and shall continue until the expiration date. It shall be automatically renewed for successive 12 month periods subject to the receipt by MOM of the maintenance charge in effect at the time of renewal, provided that the Client is not then in default. The initial annual charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Client agrees to pay the total of all charges for maintenance including applicable taxes during the initial term and any renewal term within 30 days of the date of MOM's invoice for such charges. Client understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. This is an annual contract, however, Client may request billing of the contract on a quarterly or a monthly basis. Such a request is subject to the prior approval of MOM. Any request for quarterly billing is subject to an additional charge equal to 10% of the base contract amount. Requests for monthly billing are subject to an additional charge of 20% of the base contract amount. All monthly and quarterly billings must be paid upon receipt. Failure to pay within 30 days from invoice date will result in cancellation of the contract for nonpayment, and all calls charged on a Per Call basis beginning with the day following the last paid monthly or quarterly period. Minimum billing amount for monthly or quarterly billing is \$50.00 per month, \$150.00 per quarter. Client agrees to pay on a monthly or quarterly basis for all copies in excess of the number of copies per quarter included. The charge per copy is stated in the Coverage Rate, space.

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

4. **TOTAL CARE VOLUME COMMITMENT:** The monthly copy volume commitment represents the minimum monthly volume commitment by the Client. The volume commitment times the applicable Per Copy Service Charge will be reflected on the service billing according to your plan's billing frequency. All bills will arrive 30-45 days in advance of the coverage period. A meter reading will be taken according to the meter reading frequency established for your plan. Copies in excess of the minimum will be billed at the applicable plan rate. You may not carry over a credit from any month/quarter during which you produce fewer copies than the monthly/quarterly minimum. You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. MOM will install meter collection software (DCA) for all networked devices at no additional charge to automate the meter read process. You will be responsible for supplying meter reads for all non-networked equipment under this agreement and networked devices where meters cannot be obtained from the DCA. If MOM is requested to come onsite to manually collect meter information for non-networked devices, you will be billed for these services. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per copy and the per copy charge over the base minimum by a maximum of 15% of the existing charge.

5. **MAINTENANCE AND SUPPLIES:** (A) Toner Usage: You shall be responsible for ordering and maintaining an adequate inventory of consumable supplies. No more than 60 days' average usage should be kept on hand at any one time. A machine ID number & meter read will be requested at time of order. The systems represented by MOM are designed to give excellent performance with MOM authorized supplies. If the client uses other than MOM authorized supplies, and such supplies are defective or not acceptable for use on these machines and cause abnormally frequent maintenance charge service calls or service problems, then MOM may, at its option, terminate this agreement. In that event, the client will be offered service on a "Per Call" basis at published rates. It is a condition of this agreement however, that the Client uses only MOM authorized supplies. You agree to use consumable supplies ordered hereunder until empty & only in connection with Equipment subject to this Agreement. We shall review, from time to time, consumable supplies ordered by and shipped to you and the actual impression (click or print) volume made on Equipment covered by this Agreement. In the event of a significant variance between the amount and/or type of consumable supplies ordered and the type of and/or impression volume made on such Equipment we shall have the right to charge you for any variance in excess of 15%. Variance will be calculated using manufacturer's stated yields at 5% coverage. We may charge you a supply freight fee to cover our costs of shipping supplies to you. All 11" x 17" Impressions will count as two meter Impressions per side. All supplies in your possession belong to Modern Office Methods and will be made available to us if this Agreement is canceled for any reason, including non-payment. Such returned consumable supplies will not be credited to your account. If this Agreement expires or is terminated, we shall be permitted to pick-up the quantity of unused consumable supplies which are in your inventory for use in connection with the Equipment subject to such expired or terminated Agreement. If you prefer OEM toner, we can provide this at an additional charge. (B) Toner Cartridges: Defective toner cartridges must be returned to us for examination & processing with our respective manufacturers. This will help us provide you a better user experience & keep your costs down. Call our Client Support Center & they will issue a U.P.S. pick up tag for you. (C) Service Calls: Service Calls under this Agreement will be made between 8:00am and 5:00pm Monday through Friday, excluding MOM Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, two days at Thanksgiving and two days at Christmas). Travel and labor time for calls made outside of normal business hours, on weekends or holidays, if available, will be charged at the overtime rates in effect at the time the call is made. Service Calls determined by MOM to be the result of fluctuations in power to the system, and not protected by a power protection device approved by MOM, will not be covered by this agreement. Charges will be on a Per Call basis.

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

7. **FORCE MAJEURE:** MOM will not be liable for any failure to perform if inability to obtain raw materials, parts or supplies at reasonable prices or through usual and regular sources or on a timely basis, interruption of transportation, government regulation, labor disputes, strikes, war, fire, flood, accident or other causes beyond MOM's control, makes it impracticable for Modern to perform.

8. **INDEMNIFICATION:** ~~Client shall indemnify and hold MOM harmless from any claim, demand, liability, and cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services under this Agreement. Client agrees to defend us at your sole expense, against all suits, action or proceedings in which we are made a defendant for actual or alleged infringement of any intellectual property rights. Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event shall MOM be liable to Client for consequential or indirect damages due to our non-performance, any breach of this Agreement, or any act of us or of our employees or agents.~~

9. **ASSIGNABILITY:** You may not assign your interest in or delegate your duties under this Agreement, unless approved in writing by an officer of MOM.

10. **ENTIRE AGREEMENT:** This Agreement is intended as the complete and exclusive statement of the terms of the Agreement between the parties.

11. **GOVERNING LAW:** Client represents that the Equipment is being purchased hereunder for business purposes only and agrees that under no circumstances shall this Agreement be construed as a consumer contract. This Agreement shall be construed to be between merchants and shall be governed by the laws of the State of Ohio.



Site Survey

v9.18.17

General			
Company	Warren County Sheriff	Contact	Lisa Dickerson
Address	822 Memorial	Phone #	513-695-2327
City St Zip	Lebanon, OH 45036	e-Mail	lisa.dickerson@wccooh.org
		Order #	
		Sales Rep	Murley
		Date	5/26/2020

Delivery Information													
Model	MP3555SP				Steps	<input type="checkbox"/>	Model	MP6055				Steps	<input type="checkbox"/>
Location		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Elevator	<input type="checkbox"/>	Location		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Elevator	<input type="checkbox"/>
IP Address		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dock	<input type="checkbox"/>	IP Address		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dock	<input type="checkbox"/>
Model					Steps	<input type="checkbox"/>	Model					Steps	<input type="checkbox"/>
Location		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Elevator	<input type="checkbox"/>	Location		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Elevator	<input type="checkbox"/>
IP Address		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dock	<input type="checkbox"/>	IP Address		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dock	<input type="checkbox"/>

Connectivity & Software			
IT Contact	Bill Kampman	<input checked="" type="checkbox"/> Hot Swap	<input type="checkbox"/> User Codes
IT Phone	513-695-1280	<input type="checkbox"/> Demo Unit	<input type="checkbox"/> Scan to Email
IT Email	William.Kampman@wccooh.org		<input type="checkbox"/> Fiery / Creo
<input checked="" type="checkbox"/> Internal	<input type="checkbox"/> Outsourced	<input type="checkbox"/> None	<input type="checkbox"/> Desktop Fax
Who will be networking the equipment?		<input checked="" type="checkbox"/> MOM	<input type="checkbox"/> Client
		<input type="checkbox"/> Not Connected	<input type="checkbox"/> Scan to Folder
			<input type="checkbox"/> Spectrophotometer
			<input type="checkbox"/> Fax Forward
			<input type="checkbox"/> PPDM
			<input type="checkbox"/> PS for Macs
Is there a network drop available within 5 feet of the machine?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is there a fax line available within 5 feet of the machine?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Modern Office Methods (MOM) would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment.

DCA Already Installed DCA Install Approved

Network Services & Installation Rates Charge

Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these services will be billed at MOM's prevailing rate.

Connectivity Warranty

Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, and/or purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.

Client Responsibilities

Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client.

- Provide a dedicated polarized electrical power outlet.
- Provide a dedicated analog fax line if faxing is required.
- Provide a dedicated active network port and proper cabling.
- Provide adequate space for the equipment meeting the manufacturer's specifications.
- Provide a network administrator on site or have administrator available by phone for installation support and training.

Signature Authorizes DCA Installation
Software Acknowledgement & Release

Client hereby acknowledges that it has requested Modern Office Methods (MOM) to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. ~~In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns to indemnify MOM, its owners & employees from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.~~

X Signature [Signature] X Date 7/21/20

Network Installation Terms & Conditions Acceptance

Post-Installation Training Yes No

Key Operator Contact	Lisa Dickerson	Phone #	513-692-2327	e-Mail	lisa.dickerson@wccooh.org
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Special Instructions: Approved as to Form: Keith Anderson, Asst. President.

Machine Removal Information

Hard Drive Security

I request Modern Office Methods perform a Quick Format of the machine(s) indicated. I understand this procedure eliminates the path to information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.

I request Modern Office Methods perform a Secure Hard Drive Overwrite meeting DoD Standard requirements. I understand that once overwritten, the data will not be recoverable. I agree to pay Modern Office Methods \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. Modern Office Methods will provide an overwrite certificate(s) upon completion.

I request Modern Office Methods REMOVE the hard drive(s) from the machine(s) indicated. (MOM will only perform this service on machines we sell or service.) I understand that hard drive removal may render the machine(s) inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but it will remain your responsibility that the machine operates properly. This may be important for any machine that is on a lease contract. I understand that some devices have more than one hard drive and agree to pay MOM \$300 per hard drive that is removed.

Client agrees to hold Modern Office Methods, its owners, employees & assigns harmless from any & all claims including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Client Signature: _____

Title: _____

Date: _____

HD Security Terms & Conditions Acceptance

Client Asset Pick-up Authorization

"Remove" & Transfer Ownership to MOM: I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).

Return to Leasing Company with RMA: I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.

"Store" in MOM Warehouse: I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOM's warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

Client agrees to hold Modern Office Methods, its owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and financial penalties which may be incurred.

Print Name _____

Signature _____

Requested Return Date: ____/____/____

"Storage" Comment Information:

Asset(s) To Be Picked Up

Model	Serial #	Location	<input checked="" type="checkbox"/> "Remove"	<input type="checkbox"/> "Return"	<input type="checkbox"/> "Store"
LD380SD	V...5900138	822 Memorial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LD380SQ	...7105900141	822 Memorial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Model	Serial #	Location	<input type="checkbox"/> "Remove"	<input type="checkbox"/> "Return"	<input type="checkbox"/> "Store"
Model	Serial #	Location	<input type="checkbox"/> "Remove"	<input type="checkbox"/> "Return"	<input type="checkbox"/> "Store"

Asset(s) To Be Relocated

Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone

Relocation Pricing: Machine relocation within a facility in Zone 1 or 2 = \$100. Relocation to a different facility in Zone 1 or 2 = \$200. Add \$50 per each additional service zone & \$100 per machine for each additional person required for the move. After the first machine in a facility, each additional machine will be charged at \$50. The need for a DSE will be charged at \$150 / hour. Moving on stairs will require a written quote.

Additional Comments or Information For Assets To Be Picked Up or Relocated

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, DAVID MUELLER, holding the title and position of VP OF SALES at the firm MODERN OFFICE METHODS, LLC, 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.

[Signature]
AFFIRANT

Subscribed and sworn to before me this SEVENTEETH day of JULY 2020

[Signature]
(Notary Public),

Hamilton County.

My commission expires Jan 23rd 2023



TYLER G. HARNEY
Notary Public, State of Ohio
My Commission Expires
January 23, 2023

JUL 20 '20 RCV'

RECEIVED ONEB0000

Resolution

Number 20-1022

Adopted Date July 21, 2020

ENTER INTO A COOPERATIVE AGREEMENT WITH DEERFIELD TOWNSHIP ON THE KING AVENUE BRIDGE #282-0.97 REPLACEMENT OVER LITTLE MIAMI RIVER IMPROVEMENTS PROJECT ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, the Warren County Engineer's Office is planning to make capital improvements to replace the King Avenue Bridge #282-0.97 and associated roadway items, in cooperation with Deerfield Township; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and will improve the public safety; and

WHEREAS, the Board of Deerfield Township Trustees agrees to have the Warren County Engineer's Office act as project manager; and


NOW THEREFORE BE IT RESOLVED, to enter into a cooperative agreement with Deerfield Township for the construction of the King Avenue Bridge #282-0.97 Replacement over Little Miami River Improvements Project. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Deerfield Twp.
Engineer (file)

COOPERATION AGREEMENT

King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project

THIS IS AN AGREEMENT made as of JULY 7TH, 20 20 between The Warren County Board of County Commissioners ("County"), The Warren County Engineer ("County Engineer"), and Deerfield Township ("Township").

The County, the County Engineer, and the Township propose a project to replace the King Avenue Bridge over the Little Miami River and complete associated roadway improvements ("Project"). The purpose of the Project is to improve public safety and better serve the needs of the traveling public by replacing the deteriorated structure.

The Township consents to the improvements and agrees to cooperate in the Project by contributing **(\$25,000.00)** to the Project. The County Engineer consents to the Project and agrees to cooperate in the Project by paying for the remainder of the Project costs. Funding to provide these services and acquisitions shall come from the County Engineer's Road and Bridge Fund and from the Township's General Fund.

The Township authorizes the County Engineer to be the lead for the Project. The County Engineer will act as the project manager, acquire necessary right-of-way, prepare and execute any and all documents required for right-of-way acquisition.

County Engineer shall be responsible to properly request, receive, and review construction bids. County Engineer will negotiate a fee and execute a construction contract to complete the work. County Engineer will administer the construction contract and/or any approved and properly executed amendments to the construction contract. After the work is performed, County Engineer shall coordinate review of the work by all necessary parties, and verify that the construction work invoiced has been completed and directly pay the construction fees. County Engineer will then invoice the Township for their agreed amount of contribution toward the Project.

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IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by David Young, its President on the date stated below, pursuant to Resolution No. 20-1022, dated 7/21/20.

RECOMMENDED BY: WARREN COUNTY ENGINEER	RECOMMENDED BY: WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
SIGNATURE: <i>Neil F. Tunison</i>	SIGNATURE: <i>David Young</i>
PRINTED NAME: Neil F. Tunison	PRINTED NAME: <i>David Young</i>
TITLE: County Engineer	TITLE: <i>President</i>
DATE: <i>7/15/2020</i>	DATE: <i>7/21/20</i>



Prepared by:

DAVID R. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: *Kathryn Horvath*
Kathryn Horvath, Assistant Prosecutor
500 Justice Drive
Lebanon, Ohio 45036
Ph. (513) 695-1399
Fx. (513) 695-2759
Email: Kathryn.Horvath@co.warren.oh.us

[the balance of this page is blank]

IN EXECUTION WHEREOF, Deerfield Township has caused this Agreement to be executed by _____, its _____ on the date stated below, pursuant to Resolution No. _____, dated _____.

DEERFIELD TOWNSHIP TRUSTEES	DEERFIELD TOWNSHIP ADMINISTRATOR
SIGNATURE: 	SIGNATURE: 
PRINTED NAME: Kristin Malwata	PRINTED NAME: Eric Reiners
TITLE: President - Board of Trustees	TITLE: Administrator
DATE: 7/7/2020	DATE: 7/7/20

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Resolution

Number 20-1023

Adopted Date July 21, 2020

AUTHORIZE WARREN COUNTY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED RELATIVE TO THE KING AVENUE BRIDGE #282-0.97 OVER THE LITTLE MIAMI RIVER IMPROVEMENTS PROJECT

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Board of Warren County Commissioners is planning to make capital improvements for the King Avenue Bridge #282-0.97 over the Little Miami River Improvements Project; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs; and

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

Section 1: The County Engineer is hereby authorized to submit the OPWC application as attached hereto and made a part hereof.

Section 2: The President of the Board of Commissioners, Warren County is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Resolution

Number 20-1024

Adopted Date July 21, 2020

AUTHORIZE WARREN COUNTY SANITARY ENGINEER OR DEPUTY WARREN COUNTY SANITARY ENGINEER TO PREPARE AND SUBMIT A FINAL APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM AND TO EXECUTE CONTRACTS, AS REQUIRED, FOR THE WAYNESVILLE SEWER COLLECTION SYSTEM IMPROVEMENTS PROJECT PHASE 4 (PROGRAM YEAR 2020)

WHEREAS, the State Capital Improvement Program provides financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Warren County Water and Sewer Department is planning to make capital improvements to the aged and deteriorated sanitary sewer collection system that service County customers located in the Village of Waynesville; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE BE IT RESOLVED, that:

- 1) The Warren County Sanitary Engineer is hereby authorized to apply to the OPWC for funds for capital improvements for the Waynesville Sewer Collection System Improvements Project – Phase 4, for Program Year 2020.
- 2) The Warren County Sanitary Engineer is further authorized to enter into any agreements as may be necessary and appropriate for obtaining financial assistance.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)

Resolution

Number 20-1025

Adopted Date July 21, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO EARTH & PIPE CONTRACTING, INC.
FOR MAIN STREET SEWER REPLACEMENT PROJECT

WHEREAS, bids were closed at 11:00 a.m., on July 2, 2020, and the bids received were opened and read aloud for the Main Street Sewer Replacement Project, and the results are on file in the Commissioner's Office; and

WHEREAS, upon review of such bids by Chris Wojnicz, Deputy Sanitary Engineer, Earth & Pipe Contracting, 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 Earth & Pipe Contracting, Inc. for a total bid price of \$82,560.00; and

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

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 20-1026

Adopted Date July 21, 2020

AUTHORIZE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN INTERNAL REVENUE SERVICE (IRS) FORM 720 RELATIVE TO PATIENT CENTERED OUTCOMES RESEARCH INSTITUTE (PCORI)

WHEREAS, the Patient Centered Outcomes Research Institute was established by the Patient Protection and Affordable Care Act; and

WHEREAS, the Act mandates a tax to be assessed on Medicare, private insurance and self-insured plans to help fund said program, and also requires an annual accounting on IRS Form 720; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board of County Commissioners to sign IRS Form 720 relative to PCORI.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Commissioners' file
OMB
Tammy Whitaker, OMB

Resolution

Number 20-1027

Adopted Date July 21, 2020

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN EQUIPMENT MAINTENANCE AGREEMENT WITH JAY V JOHNSTON, DBA: SOUTHPOINTE ENGINEERING SYSTEMS ON BEHALF OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT RELATIVE TO THE KIP WIDE FORMAT PRINTER/COPIER

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Maintenance Agreement with Jay V Johnston, DBA: Southpointe Engineering Systems, 2450 Civic Center Dr., Cincinnati, OH 45231, on behalf of the Warren County Water and Sewer Department relative to the KIP Wide Format Printer/Copier, copy of said agreement attached hereto and made part hereof.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Southpointe Engineering Systems
Water/Sewer (file)

Southpointe Engineering Systems

3721 State Route 133, Williamsburg, OH 45176

Phone: 800-716-2560

EQUIPMENT MAINTENANCE AGREEMENT

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Client: WARREN COUNTY WATER	Billing: 406 JUSTICE DR. LEBANON, OH 45036	Equipment Location: 406 JUSTICE DR. LEBANON, OH 45036
Contact: LAURA GRAY	P.O. #	Contact: N/A
Title:		Phone:
Equipment Mfg: KIP	Model No. 7170	Serial No. 13413268
Meter Reading: 0	Contract Type: 24,000 SF CMA	Period Covered: 7/6/2020
Date:		To: 7/5/2019

The above equipment must be inspected and found in acceptable condition at the start of the contract period by Southpointe Personnel.

Southpointe Engineering Systems will provide the following services:

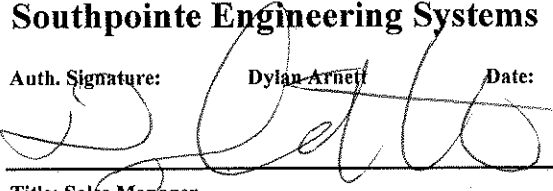
Scheduled Maintenance Calls: 2	X X X X X JUN X X X X X DEC	Price: \$1,560.00
No. Emergency Calls: All included		Type of Payment: ANNUAL Payment Due: 7/6/2020
Parts Covered: All Parts/Labor (EXCLUDING Paper/Toner)	Meter Charge: .037 PER SF OVER 24,000 SF	Tax not included in prices.

TERMS OF AGREEMENT:

- Service will be performed at the customers location during normal working hours. (8:00 AM to 5:00 PM) All work will be performed by a qualified Technical Representative of Southpointe Engineering Systems.
- This agreement doesn't cover repairs resulting from abuse, misuse, improper materials, accidents, acts of God (fire, water damage, etc.), or failure to follow instructions provided by machine operator manual.
- Sales tax will be added to the price of the agreement if applicable. Sales Tax Exception Certificate must be furnished if not applicable.
- Parts needed for service repairs may be new or refurbished, depending on year & make of equipment. In the event a part or software upgrade is not available from the equipment manufacturer SES will prorate the remainder of your contract and apply it as a credit on your account or apply the amount towards a suitable replacement purchased from SES.
- Agreement can be cancelled by either party with a 30 day written notice and a prorated credit will be issued.

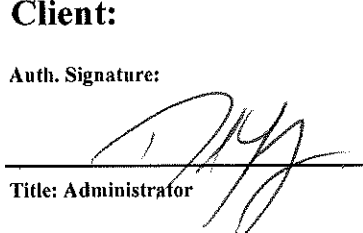
Note: (Software upgrades are limited to 5 workstations per year as needed, but computer upgrades are not included).

Southpointe Engineering Systems

Auth. Signature:  Date: **7/1/2020**

Title: **Sales Manager**

Client:

Auth. Signature:  Date: **7/21/20**

Title: **Administrator**

This is NOT an Invoice,

Please Sign This Contract, Insert Your PO Number and Mail it Back to Us; We Will Invoice You at That Time.

For Internal Use Only:
Contract Signed: 91



Invoice #: _____



Purchase Order

Fiscal Year 2020

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20001247**

B I L L T O

WARREN CNTY WATER & SEWER DEPT
406 JUSTICE DRIVE
LEBANON, OH 45036

V E N D O R

JAY V JOHNSTON
3721 ST RT 133
WILLIAMSBURG, OH 45176
Fax: 513-541-4844

S H I P T O

WARREN CNTY WATER & SEWER DEPT
406 JUSTICE DRIVE
LEBANON, OH 45036

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
513-541-4744		513-541-4844		201293			
Date Approved	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
01/28/2020	74300					WATER AND SEWER	
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	SEW KIP PRINTER ANNUAL MAINT The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading KIP PRINTER ANNUAL MAINTENANCE GL Account: 55803300 - 5410			1.0	EACH	\$1,560.00	\$1,560.00
			\$1,560.00				

It is hereby certified that the amount on this purchase order required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the fund free from any obligation or certification now outstanding.

By: Math Nolan
Warren County Auditor

VENDOR COPY

PO Total	\$1,560.00
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Resolution

Number 20-1028

Adopted Date July 21, 2020

REVISE THE WATER AND SEWER RULES AND REGULATIONS TO EXPAND THE MASSIE-WAYNE IMPROVEMENT AREA TO INCLUDE ALL SEWER CONNECTIONS TO THE TO THE WAYNESVILLE REGIONAL WASTEWATER TREATMENT PLANT FOR PURPOSES OF NON-PARTICIPANT CHARGES

WHEREAS, effective January 1, 2016, the operation and ownership of the Waynesville Regional Wastewater Treatment Plant was legally transferred from the Village of Waynesville to the Warren County Board of County Commissioners; and

WHEREAS, since accepting ownership of the Waynesville Regional Wastewater Treatment Plant the County has completed a series of capital improvements to the facility in excess of \$3.5 million of total project cost; and

WHEREAS, on August 14, 2018, the Board of County Commissioners adopted Resolution No. 18-1295 establishing the boundaries of the Waynesville Regional Wastewater Treatment Service Area; and

WHEREAS, the Water and Sewer Department Rules and Regulations provide for the collection of Non-Participant Fees in the Village of Harveysburg and Corwin and in Wayne and Massie Townships (Massie-Wayne Area) for the generation of funds to be used for the construction of collection system and treatment plant improvements; and

WHEREAS, this Board recognizes the need to expand the area where the Non-Participant Fee is collected to include the entire Waynesville Regional Wastewater Treatment Plant service area; and

NOW THEREFORE BE IT RESOLVED:

1. That the Non-Participant Charge for all properties served by the Waynesville Regional Wastewater Treatment plant shall be \$1,500.00 per service.
2. That the Non-Participant Charge shall be in addition to any charges or fees required by the County for connection to the County sewer collection system including, without limiting the Sewer Connection Fee.
3. That the Non-Participant Charge shall become effective immediately and shall be applicable to any property obtaining sewer service from the Waynesville Regional Wastewater Treatment Plant. Non-Participant Charges shall be paid in cash and in full prior to the connection to the Improvements.

4. That the Water and Sewer Department Rules and Regulations shall be modified as follows:
 - The Non-Participant Charge for the Massie-Wayne Areas as specified in Paragraph 9.09.c.5 shall be deleted in its entirety and replaced with the following:

“5. WAYNESVILLE REGIONAL WWTP SERVICE AREA

The Non-Participant Charge of \$1,500 shall be collected for each equivalent single-family residential unit on all new sanitary sewer customers that receives sewer service from the Waynesville Regional Wastewater Treatment Plant.”
 - The Sanitary Sewer Capacity Charge for the Massie-Wayne Area as specified in Paragraph 9.12.b.3. shall be deleted.
5. That a copy of this Resolution be certified (a) to the County Sanitary Engineer and (b) to the County Auditor.
6. That this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB/

cc: Auditor (certified)
Water/Sewer (file)
Project file

Resolution

Number 20-1029

Adopted Date July 21, 2020

DECLARE VARIOUS ITEMS WITHIN CHILD SUPPORT, COMMON PLEAS COURT- DOMESTIC RELATIONS, ENGINEERS OFFICE, FACILITIES MANAGEMENT, GRANTS, WATER & SEWER- SEWER DEPARTMENT, TELECOMMUNICATIONS, AND WATER & SEWER- WATER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Child Support, Common Pleas Court- Domestic Relations, Engineers Office, Facilities Management, Grants, Water & Sewer- Sewer Department, Telecommunications, and Water & Sewer- Water Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sr

cc: 2020 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

GovDeals #

CSE20026

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date:

06/29/2020

026

Gray Office Chair



Select Item Type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

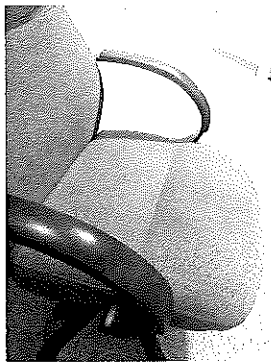
Yes

No

Unknown

Additional Comments

This chair does not stay at the adjusted height, once weight is applied it slowly drops down to the lowest adjustment.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Liz Blosser

Title: Tech Support Specialist

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # CSE20029

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Child Support (CSEA)

Date: Jul 1, 2020

029

HP Printers



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	HP		Y	HP LASERJET PRO M402

Additional Comments

TWO IDENTICAL PRINTERS, MODEL HP LASERJET PRO M402, SERIAL # PH8HG09255 - When printing, both machines have a vertical black line running down the left side of the page.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

CSE20030

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

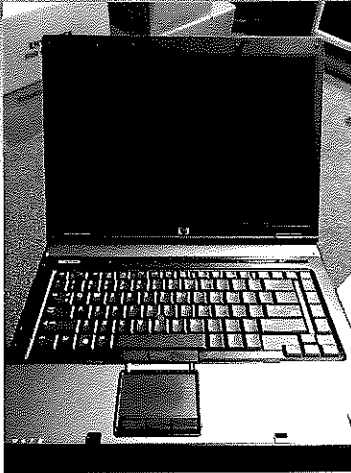
Child Support (CSEA)

Date:

Jul 1, 2020

030

HP Laptop



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand HP

Model # COMPAQ8510P

Serial # CNU74804LB

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

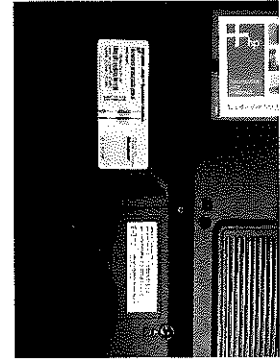
LAP TOP QUIT WORKING, HARD DRIVE WAS RECENTLY REMOVED. NOT SURE IF A NEW HARD DRIVE WOULD FIX IT?



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: LIZ BLOSSER

Title: TECH SUPPORT SPECIALIST

Phone Number 513-695-1910

Location of Item: WARREN COUNTY CSEA

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # DOM20024

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Jul 7, 2020

024

Conference Room Table and Chairs



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

6/26/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Table and six chairs may have imperfections due to the age and use of the items in the courthouse conference rooms.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # DOM20026

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Jul 7, 2020

026

Conference Room Table and Chairs



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	Round Table and Four Chairs

Additional Comments

Table and four chairs may have imperfections due to the age and use of the items in the courthouse conference rooms.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM20027

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Jul 7, 2020

027

Desk



Select Item Type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service 6/30/20

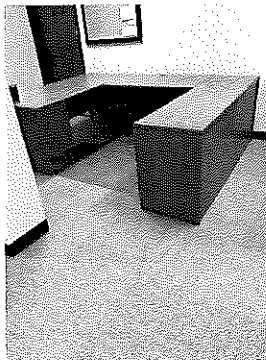
Did Item Work When Removed?

Yes

No

Unknown

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM20030

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

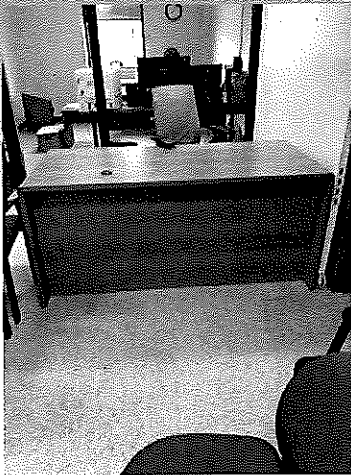
Common Pleas Court - Domestic Relations

Date:

Jul 7, 2020

030

Desk



Select Item Type

Single Item

Category

Brand

Model #

Serial #

Date Removed From Service

6/30/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Desk may have imperfections due to its age and daily use.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM20031

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

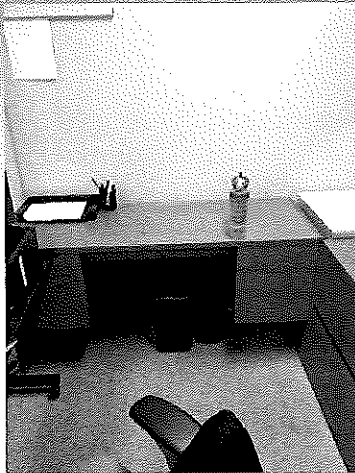
Common Pleas Court - Domestic Relations

Date:

Jul 7, 2020

031

Desks and Filing Cabinet



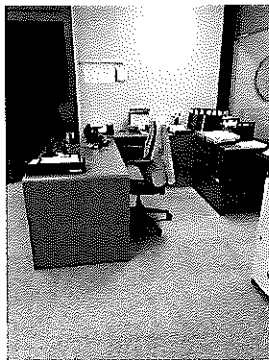
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	One five drawer desk
1			Y	One multi-drawer desk
1			Y	One two-drawer filing cabinet

Additional Comments

Furniture may have imperfections due to the age and daily use of the items.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM20032

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Jul 7, 2020

032

Office Chairs



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
4			Y	Four Chairs with Orange Cloth Cushions

Additional Comments

Chairs may have imperfections due to their age and daily use.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # **DOM20033**

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date: Jul 7, 2020

033

Computer Monitor Stands



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
13			Y	Multiple Monitor Stands

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM20034

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Jul 7, 2020

034

Office Furniture



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	Cabinet with three shelves and two drawers.
1			Y	Two views of U shaped desk with two chairs.
1			Y	Glass topped counsel table with three chairs.

Additional Comments

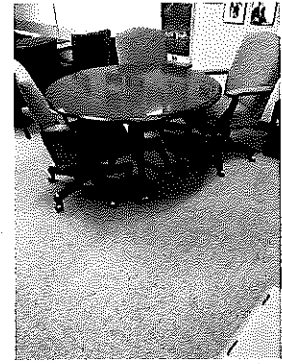
Furniture may have imperfections due to the age and daily use of the items.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM20036

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

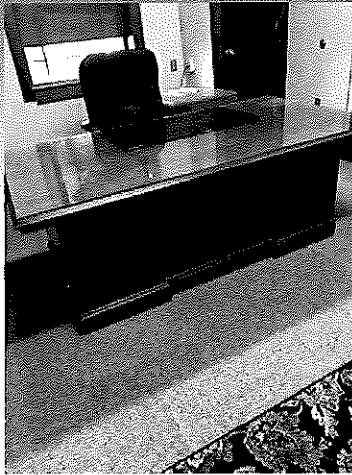
Common Pleas Court - Domestic Relations

Date:

Jul 7, 2020

036

Office Furniture



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1			Y	Desk (no chair)
1			Y	Glass top round table (no chairs)

Additional Comments

Furniture may have imperfections due to the age and daily use of the items.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # **DOM20037**

430 South East Street
513-695-1463

Michael D. Shadoan
Director

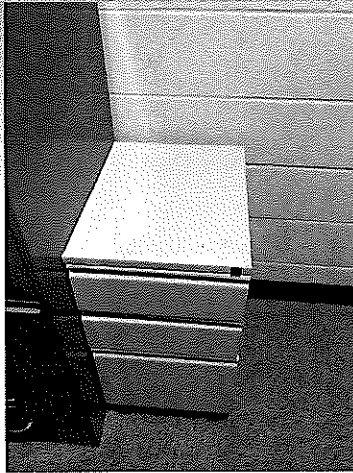
GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date: Jul 8, 2020

037

File Cabinets



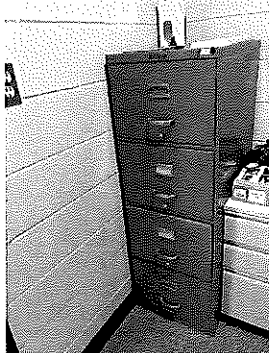
Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2			Y	Three drawer beige metal filing cabinets
1			Y	Four drawer tan metal filing cabinet

Additional Comments

Cabinets have imperfections due to their age and daily use.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

DOM20038

Michael D. Shadloan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Jul 8, 2020

038

Computer Table



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

6/30/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM20040

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

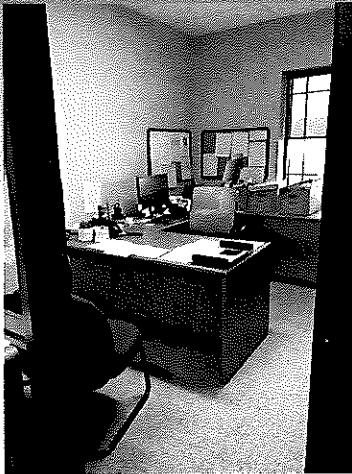
Common Pleas Court - Domestic Relations

Date:

Jul 8, 2020

040

Office Furniture



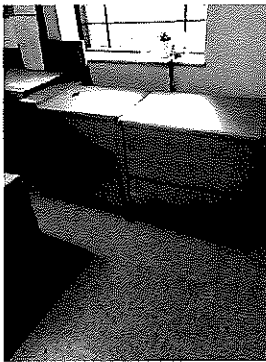
Select Item Type

Lot of Multiple Items

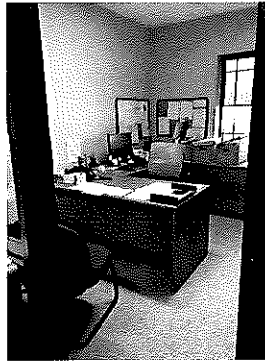
Qty	Brand	Model	Working Condition Y/N	Description
1			Y	U shaped desk
1			Y	Two drawer wood file cabinet
2			Y	Chairs (no arms or wheels)

Additional Comments

Furniture may have imperfections due to their age and daily use.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # DOM20041

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date: Jul 8, 2020

041

Bookcase



Select Item Type Single Item

Category

Brand

Model #

Serial #

Date Removed From Service 6/30/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Bookcase may have imperfections due to age and dally use.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

DOM20042

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Common Pleas Court - Domestic Relations

Date:

Jul 8, 2020

042

Filing Cabinets



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
4			Y	Four two drawer filing cabinets

Additional Comments

Cabinets may have imperfections due to their age and daily use.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Deborah Grubb

Title: Judicial Assistant

Phone Number 513-695-2487

Location of Item: Common Pleas Building

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals# ENG20001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

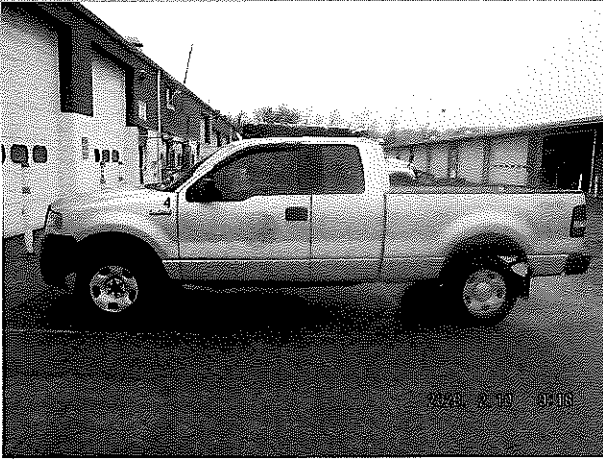
Engineer

Date:

Feb 10, 2020

001

2008 Ford F-150 XLT 4x4



Select Item Type

Vehicle

Vin.# 1FTPX14V68FB53769

Title restriction?
 Yes No

Odometer Reading 177,421

Accurate?
 Yes No Unknown

Year 2008

Make

FORD

Model F-150 XLT

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color SILVER

Exterior Condition?
 Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior
 Cloth Leather Other

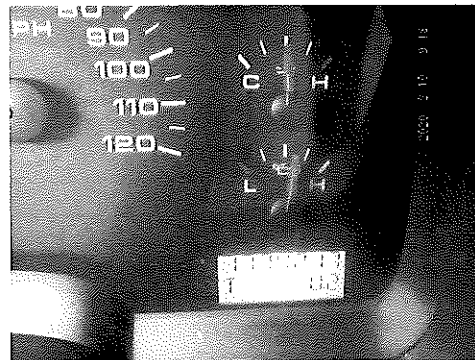
Interior Condition?
 Good Fair Poor

Additional Comments

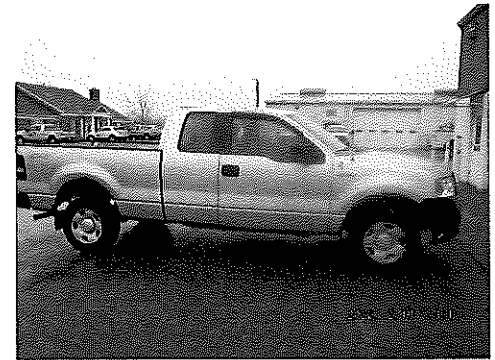
ABS Issues. Fault Codes. Shifts hard. Noise in front. Power steering issues.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: DAWAYNE HUNDLEY

Title: GARAGE FOREMEN

Phone Number 513-695-3333

Location of Item: WARREN COUNTY HIGHWAY GARAGE 105 MARKEY ROAD LEBANON, OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

FAC20025

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

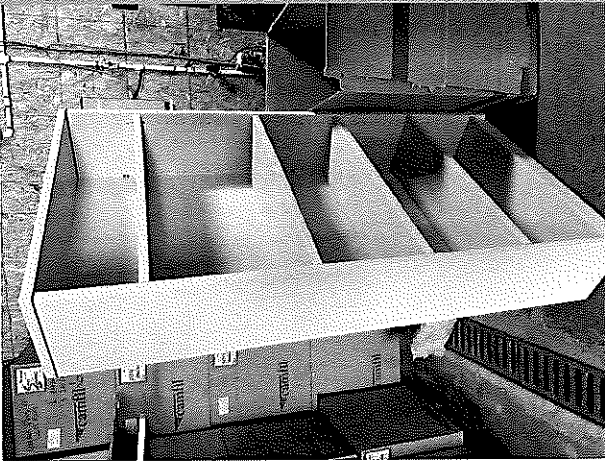
Facilities Management

Date:

Jul 14, 2020

025

TWO OPEN SHELVES



Select Item Type

Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

2/11/20

Did Item Work When Removed?

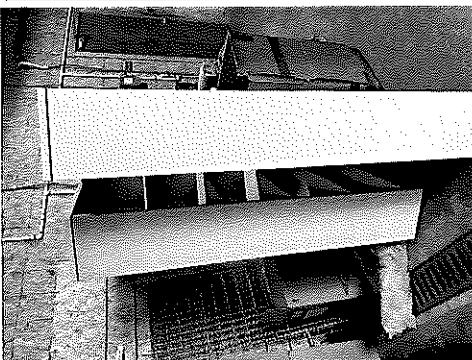
Yes

No

Unknown

Additional Comments

TWO LAMINATED BOOK SHELVES WAS IN GOOD SHAPED WHEN REMOVED FROM SERVICE.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, OPEN BAY

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

FAC20026

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Jul 14, 2020

026

3 BOTTOM LOAD WATER DISPENSERS



Select Item Type

Single Item

Category Audio/Visual Equipment

Brand GLOBAL TRADE WORKS

Model # YL 1237S

Serial #

Date Removed From Service 2/11/20

Did Item Work When Removed?

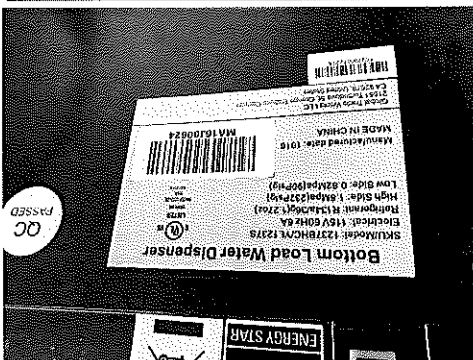
Yes

No

Unknown

Additional Comments

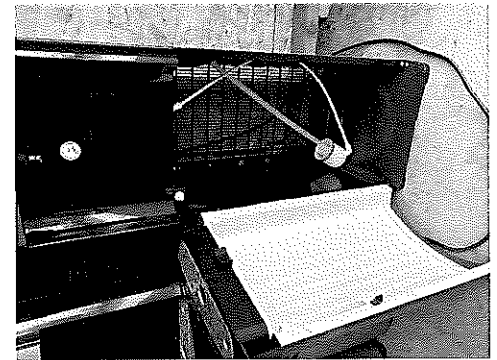
1 QTY: BOTTOM LOAD WATER DISPENSER WAS IN WORKING CONDITION WHEN REMOVED FROM SERVICE. THE DISPENSERS USE 5 GALLON WATER JUGS WHICH ARE NOT INCLUDED.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, OPEN BAY

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

FAC20027

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

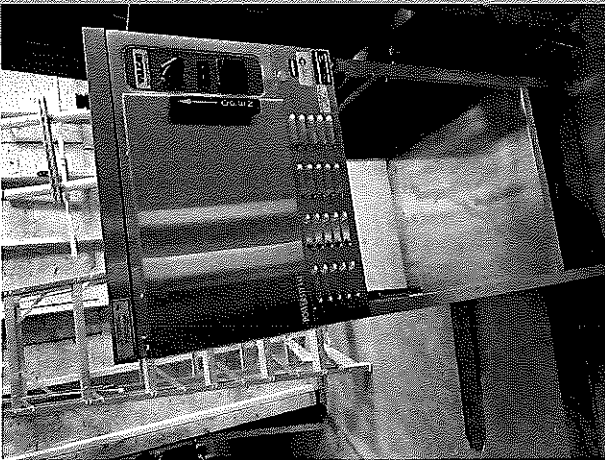
Facilities Management

Date:

Jul 14, 2020

027

FOOD STEAMER



Select Item Type

Single Item

Category

Cafeteria and Kitchen Equipment

Brand

VULCAN-HART CO.

Model #

C24EA3

Serial #

46-2001692

Date Removed From Service

2/11/20

Did Item Work When Removed?

Yes

No

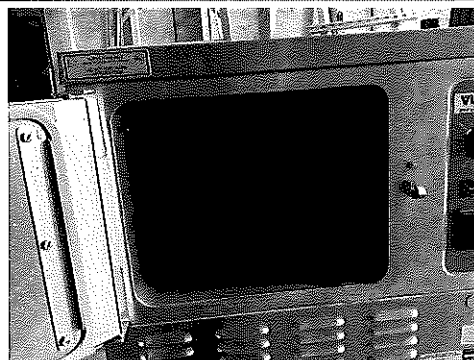
Unknown

Additional Comments

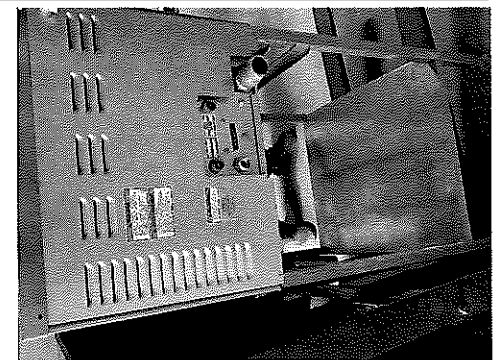
VULCAN FOOD STEAMER, MODEL#:C24EA3, SERIAL#: 46-2001692, V: 208/240, KW: 9.25, PH: 3, Hz: 50/60. WORKING CONDITION IS UNKNOWN.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, OPEN BAY

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

FAC20028

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Jul 14, 2020

028

MICROWAVE OVEN



Select Item Type

Single Item

Category

Cafeteria and Kitchen Equipment

Brand

HAMILTON BEACH

Model #

P100N30AP-S3B

Serial #

S3B1221E00110

Date Removed From Service

2/11/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

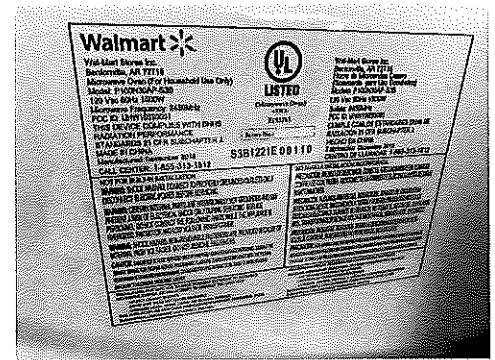
HAMILTON BEACH MICROWAVE OVEN MODEL#: P100N30AP-S3B, SERIAL#: S3B1221E00110, MICROWAVE CONDITON IS UNKNOWN, 120 VAC 60Hz 1500W, HAS A GLASS TURN TABLE.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, OPEN BAY

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # GRA20001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

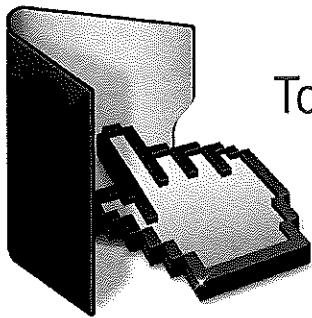
Grants

Date:

Jul 10, 2020

001

Ford E350 Startrans Bus



Click Here
To Upload Your
First Image

Select Item Type

Vehicle

Vin # 1FDEE3FL1BDA29914

Title restriction?
 Yes No

Odometer Reading 195000

Accurate?
 Yes No Unknown

Year 2011

Make

FORD

Model E350

Does it Start?
 Yes No With Boost

Does it run?
 Yes No

Color White

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

Transit vehicle, operational.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Susanne Mason

Title: Director

Phone Number 513-695-1210

Location of Item: 220 Senate, Monroe, Ohio

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).

Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

GRA20001

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

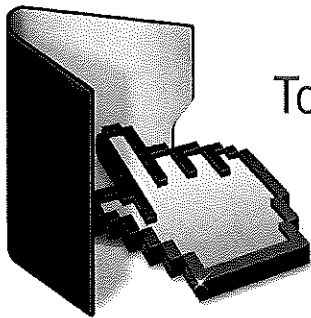
Grants

Date:

Jul 10, 2020

001

Ford E350 Startrans Bus



Click Here
To Upload Your
First Image

Select Item Type

Vehicle

Vin #

1FDEE3FL4BDA29924

Title restriction?

Yes No

Odometer Reading

237000

Yes

Accurate?

No Unknown

Year

2011

Make

FORD

Model

E350

Does it Start?

Yes No With Boost

Does it run?

Yes No

Color

White

Exterior Condition?

Good Minor Dents, Dings
Scratches or rust

Sever dents, Dings
Scratches or Rust

Interior

Cloth Leather Other

Interior Condition?

Good Fair Poor

Additional Comments

Transit vehicle, operational.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Susanne Mason

Title: Director

Phone Number 513-695-1210

Location of Item: 220 Senate, Monroe, Ohio

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).

Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

SEW20003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Sewer

Date:

Jul 2, 2020

003

LOT OF OFFICE SUPPLIES



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

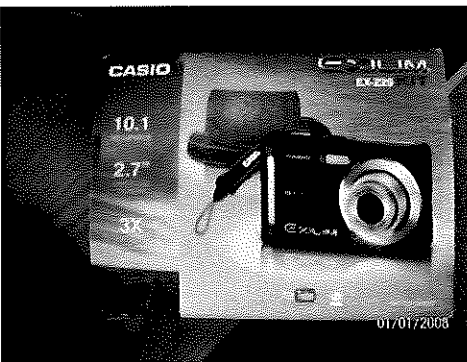
Yes

No

Unknown

Additional Comments

5 CALCULATORS, PAPER TRIMMER, CAMERA AND FILING TRAYS



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Fin. Asst.

Phone Number 513 695 2307

Location of Item: 406 Justice Dr Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

TEL20003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

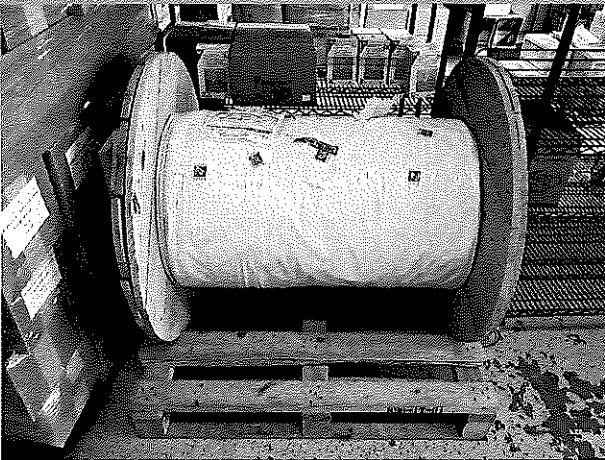
Telecommunications

Date:

Jul 10, 2020

003

Corning Cable Fiber Copper Mix



Select Item Type

Single Item

Category Communication/Electronic Equipment

Brand Corning Cable Fiber Copper

Model #

NA

Serial #

Date Removed From Service 7/10/20

Did Item Work When Removed?

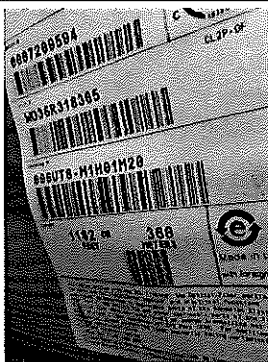
Yes

No

Unknown

Additional Comments

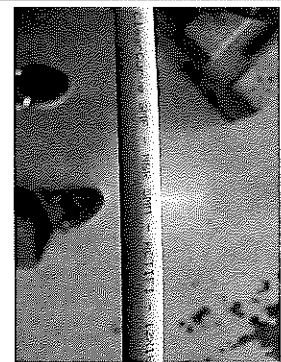
1182 feet of a composite fiber copper cable on skid. Very heavy.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr. Telcom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

WAT20002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

Jul 2, 2020

002

LOT OF OFFICE SUPPLIES



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

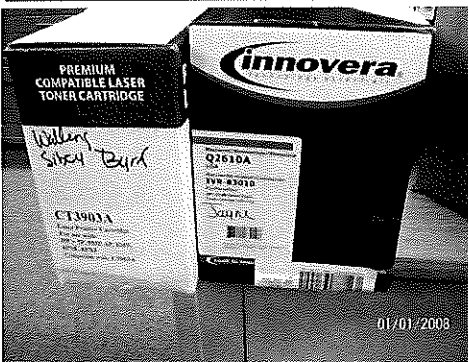
Yes

No

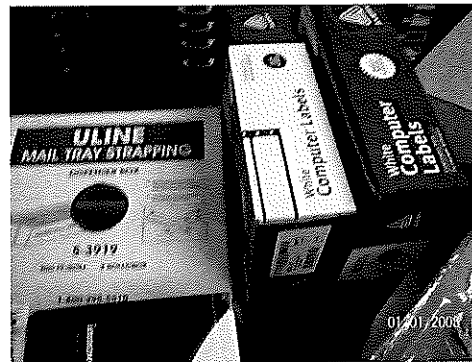
Unknown

Additional Comments

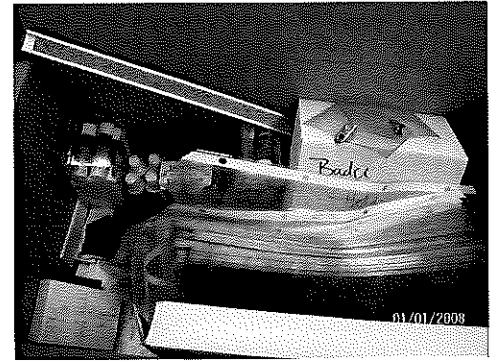
TONER, DATA BINDER COVERS, LABELS, GLUE STICKS, REPORT COVERS, BADGE HOLDERS, AND OTHER MISC ITEMS



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Fin. Asst.

Phone Number 513 695 2307

Location of Item: 406 Justice Dr Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals #

WAT20003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

Jul 2, 2020

003

MONITORS, KEYBOARD, TOWERS



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

4 MONITORS CONDITION IS UNKNOWN, TOWERS HARD DRIVES HAVE BEEN REMOVED, 2 KEYBOARDS AND OTHER MISC ITEMS

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Fin. Asst.

Phone Number 513 695 2307

Location of Item: 406 Justice Dr Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals # WAT20003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Water

Date:

Jul 2, 2020

003

MONITORS, KEYBOARD, TOWERS



Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

4 MONITORS CONDITION IS UNKNOWN, TOWERS HARD DRIVES HAVE BEEN REMOVED, 2 KEYBOARDS AND OTHER MISC ITEMS

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Fin. Asst.

Phone Number 513 695 2307

Location of Item: 406 Justice Dr Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

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

Resolution

Number 20-1030

Adopted Date July 21, 2020

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/14/20 and 7/16/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

Resolution

Number 20-1031

Adopted Date July 21, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR VWC HOLDINGS, LTD, FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTION FIVE SITUATED IN CLEARCREEK TOWNSHIP

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

BOND RELEASE

Bond Number	:	16-005 (P/S-M)
Development	:	The Villages of Winding Creek, The Boulevards at Winding Creek, Section Five
Developer	:	VWC Holdings, Ltd.
Township	:	Clearcreek
Amount	:	\$54,261.68
Surety Company	:	Old Fort Banking Company (LOC #10132339-3)

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: VWC Holdings, Ltd Attn: Lance Oakes, 3601 Rigby Rd, Ste 300, Miamisburg, OH 45342
Old Fort Banking Company, 6430 Wilmington Pike, Dayton, OH 45459
Engineer (file)
Bond Agreement file

Resolution

Number 20-1032

Adopted Date July 21, 2020

APPROVE CROOKED CREEK DRIVE, AND SUNNY BROOK DRIVE IN THE VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK, SECTION FIVE FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Crooked Creek Drive and Sunny Brook Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2416-T	Crooked Creek Drive	R/W Varies	0.181
2570-T	Sunny Brook Drive	0'-29'-0'	0.118

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

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

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

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

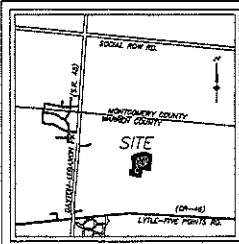
Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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



VICINITY MAP

NOT TO SCALE
OWNERS CONSENT AND DEDICATION:

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

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

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO:

- LIST OF PROVIDERS: AT&T, DPAI, VECTREN, TIME WARNER CABLE, MONTGOMERY COUNTY SANITARY, WARREN COUNTY WATER.

ALL MAILBOXES ARE TO BE PLACED WITHIN THE PUBLIC UTILITY EASEMENTS.

AS TO ALL:
 OWNER: VMC HOLDINGS, LTD., AN OHIO LIMITED LIABILITY COMPANY
 WITNESSES: [Signatures]

CERTIFICATE OF NOTARY PUBLIC:

STATE OF OHIO, B.E. BE IT REMEMBERED THAT ON THIS 30th DAY OF July, 2016, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME DAVID C. DANER, MANAGER WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE OF ABOVE WRITTEN.
 [Signature] My Commission Expires [Date]

SENIOR/OLDER ADULT SIGNING COMPANY:

[Signatures and Notary Seal]

CERTIFICATE OF NOTARY PUBLIC:

STATE OF OHIO, B.E. BE IT REMEMBERED THAT ON THIS 30th DAY OF July, 2016, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME DAVID C. DANER, MANAGER WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE OF ABOVE WRITTEN.
 [Signature] My Commission Expires [Date]

DRAINAGE STATEMENT:

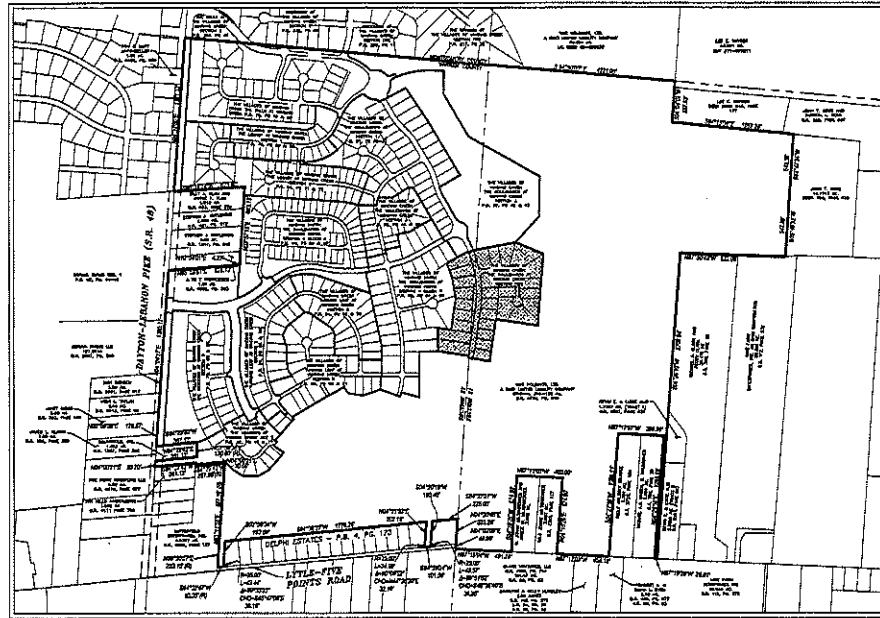
UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON NEAR LOT LINES AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS. WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CURBING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR IMPAIR THE FLOW THROUGH THE WATERCOURSE. EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS "DRAINAGE EASEMENT" ARE DEDICATED TO THE HOME OWNERS ASSOCIATION OF THE VILLAGES OF WINDING CREEK.

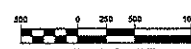
THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN, EITHER WHETHER INTERFERED WITH OR EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED RIGHT-OF-WAY AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 5516.29 OF THE OHIO REVENUE CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

THE VILLAGES OF WINDING CREEK THE BOULEVARDS AT WINDING CREEK SECTION FIVE

SEC. 21 & 27, TOWN 3E, RANGE 5N M.Rs.
 CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO
 CONTAINING 14.7113 TOTAL ACRES
 NOVEMBER 2015



SUPERIMPOSED AREA
 ALL THE LANDS OF THE GRANTEE ARE SHOWN HEREON



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

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

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

LANDSCAPING NOTE:
 THE WARREN COUNTY COMMISSIONERS AND CLEARCREEK TOWNSHIP TRUSTEES MAY MODIFY LANDSCAPING THAT THEY HAVE DETERMINED TO CONSTITUTE A RIGHT OBSTRUCTION OR A SAFETY HAZARD AND/OR CONSTRUCT ANY ROADWAY-RELATED IMPROVEMENTS WITHIN THESE PARCELS AS THEY DETERMINE TO BE IN THE PUBLIC INTEREST.

OCCUPATION STATEMENT:
 NO OCCUPATION CURRENTLY EXISTS ALONG THE BOUNDARY LINES AS SHOWN.

RESTRICTIONS AND COVENANTS:
 THE ENTIRE PROPERTY SHOWN HEREIN AND ALL IMPROVEMENT THEREON ARE SUBJECT TO THE RULES, REGULATIONS, COVENANTS AND RESTRICTIONS OF THE VILLAGES OF WINDING CREEK HOMEOWNERS ASSOCIATION AS FILED IN THE OFFICE OF THE WARREN COUNTY, OHIO RECORDER, RECORDED IN OFFICIAL RECORD BOOK 427 AT PAGE 478 AND ALSO SUBJECT TO ALL RECORDED AMENDMENTS AND SUPPLEMENTS TO THE VILLAGES OF WINDING CREEK HOMEOWNERS ASSOCIATION DOCUMENTS WHICH MAY BE RECORDED FROM TIME TO TIME.

ZONING NOTE:
 THE ENTIRE PROPERTY SHOWN ON THIS PLAT IS CURRENTLY ZONED R1A-PH, PER CLEARCREEK TOWNSHIP ZONING, WARREN COUNTY, OHIO.

FLOOD NOTE:
 THE SUBJECT PROPERTY LIES IN ZONE X (AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS DETERMINED BY GRAPHIC INTERPOLATION FROM THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY-PANEL NUMBER 991802 030 E, WITH AN EFFECTIVE DATE OF DECEMBER 17, 2010, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

NOTE: FLOOD DATA SHOWN HEREON HAS BEEN INTERPOLATED FROM SUPPLIED DATA AND IS NOT EXACT. THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE DATA ON THE ABOVE CITED FIRM, AND THE STATEMENT PERTAINING TO THE FLOOD ZONE DOES NOT REPRESENT SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.



ENGINEER/SURVEYOR:
 CESQ, INC.
 8534 YANKEE STREET
 DAYTON, OHIO 45424
 PHONE NO.: 937-435-8534

OWNER/DEVELOPER:
 VMC HOLDINGS, LTD.
 8534 YANKEE STREET
 DAYTON, OHIO 45424
 PHONE NO.: 937-435-8534

REGIONAL PLANNING COMMISSION APPROVAL:
 THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THE 5th DAY OF August, 2016.
 [Signature] EXECUTIVE DIRECTOR

WARREN COUNTY COMMISSIONERS APPROVAL:
 WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO HEREBY APPROVE THIS PLAT ON THE 23rd DAY OF August, 2016.
 [Signatures] WARREN COUNTY COMMISSIONERS

WARREN COUNTY AUDITOR:
 TRANSFERRED ON THE 12th DAY OF August, 2016.
 [Signature] WARREN COUNTY AUDITOR

WARREN COUNTY RECORDER:
 FILED: 2016-08-23
 RECEIVED ON THIS 12th DAY OF August, 2016, AT 11:56 AM.
 RECORDED ON THIS 12th DAY OF August, 2016, AT 11:56 AM.
 RECORDED IN PLAT BOOK NO. 32, PAGE 932-943
 FEE \$172.90
 [Signature] WARREN COUNTY RECORDER

MONTGOMERY COUNTY SANITARY ENGINEER APPROVAL:
 I HEREBY APPROVE THIS PLAT ON THE 26th DAY OF July, 2016.
 [Signature] MONTGOMERY COUNTY SANITARY ENGINEER

WARREN COUNTY SANITARY ENGINEER APPROVAL:
 I HEREBY APPROVE THIS PLAT ON THIS 4th DAY OF August, 2016.
 [Signature] WARREN COUNTY SANITARY ENGINEER

CLEARCREEK TOWNSHIP ZONING INSPECTOR APPROVAL:
 I HEREBY APPROVE THIS PLAT ON THIS 11th DAY OF July, 2016.
 [Signature] TOWNSHIP ZONING INSPECTOR

WARREN COUNTY ENGINEER APPROVAL:
 I HEREBY APPROVE THIS PLAT ON THE 27th DAY OF July, 2016.
 [Signature] WARREN COUNTY ENGINEER

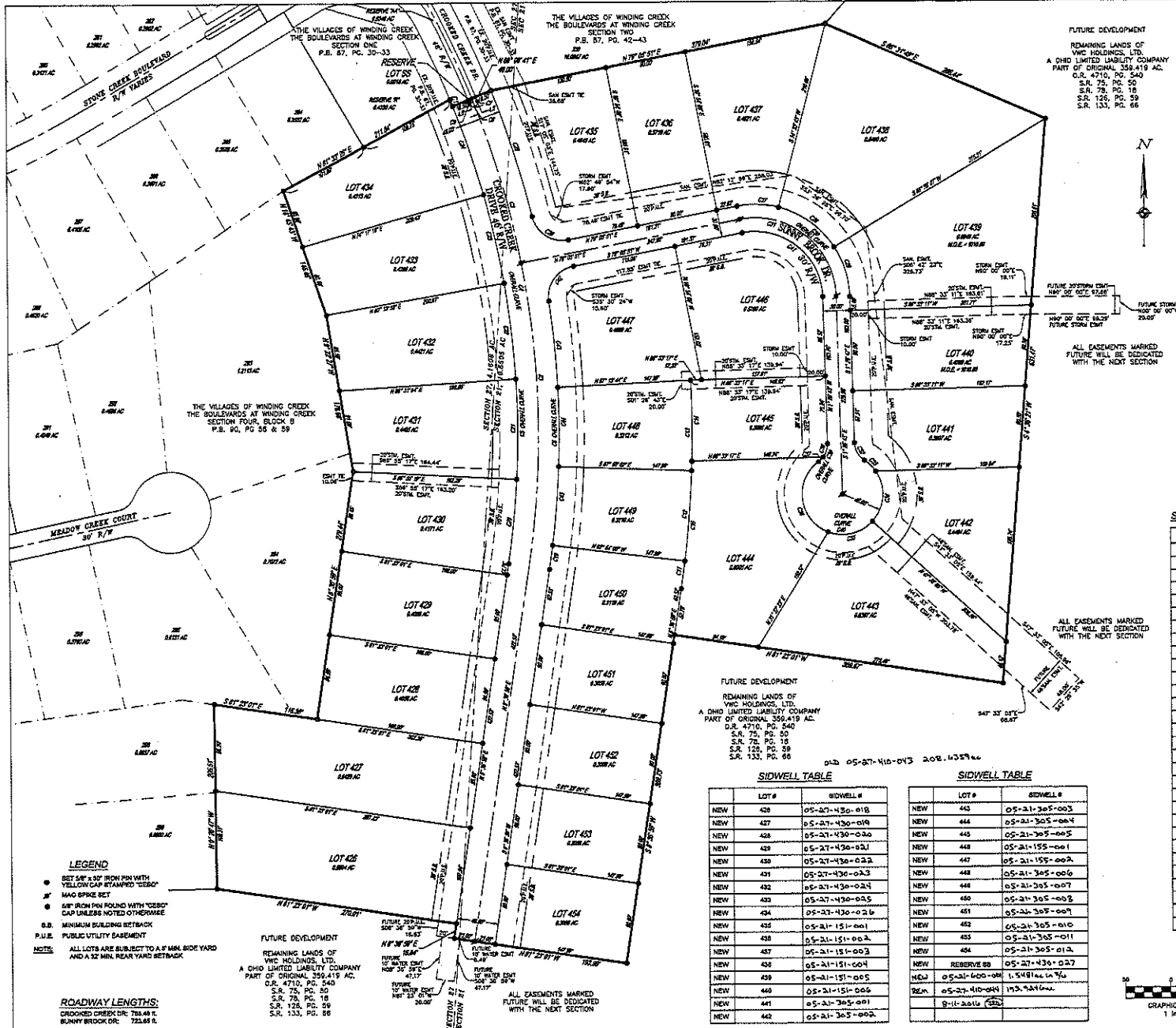
CERTIFICATE OF SURVEYOR:
 THIS RECORD PLAN WAS PREPARED IN ACCORDANCE WITH O.A.C. CHAPTER 4703-07 AND O.R.C. CHAPTER 711.51-63. I CERTIFY THAT THIS RECORD PLAN WAS MADE UNDER MY DIRECT SUPERVISION AND IS BASED ON A RECENT FIELD SURVEY BY CESQ, INC. IN OCTOBER 2015.
 [Signature] DATE: [Date]

DEED REFERENCE:
 SITUATED IN PART OF SECTION 21 & 27, TOWN 3E, RANGE 5N, M.Rs., CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO, CONTAINING 14.7113 ACRES AND BEING A PART OF A 330.6182 ACRE TRACT OF LAND AS CONVEYED TO VMC HOLDINGS, LTD., AN OHIO LIMITED LIABILITY CO., AND DESCRIBED IN THE DEED OF RECORD IN O.A.C. 4716, PLS. 545, RECORDERS OFFICE, WARREN COUNTY, OHIO.

BASIS OF BEARINGS:
 BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF STATE ROUTE 48 (DAYTON-LEBANON PIKE), BEING 84°10'00" AS SHOWN IN DEED OF RECORD D48P80-624P11 IN MONTGOMERY COUNTY RECORDER'S OFFICE, AND AS SHOWN ON THE RECORD OF LAND SURVEY IN WARREN COUNTY ENGINEERS OFFICE ON SURVEY VOLUME 75, PAGE 20 AND THE MONTGOMERY COUNTY ENGINEERS OFFICE SURVEY BURR 80.2.

No.	Date	Revision
1	4-7-16	REVISED PER COUNTY COMMENTS
2	4-14-16	REVISED PER COUNTY COMMENTS

RECORD PLAT -	
THE VILLAGES OF WINDING CREEK	
THE BOULEVARDS AT WINDING CREEK	
SECTION FIVE	
CLEARCREEK TOWNSHIP	WARREN COUNTY, OHIO
SECTION 21 & 27, TOWN 3E, RANGE 5N M.Rs.	
Scale: 1" = 500'	Date: NOVEMBER 2015
Drawn: JEE	Job Number: 3853
Checked: JCH	
Client: JBA	
CREATION TO COMPLETION	
www.cesq.com	



FUTURE DEVELOPMENT
 REMAINING LANDS OF
 VHC HOLDINGS, LTD.
 A OHIO LIMITED LIABILITY COMPANY
 PART OF ORIGINAL 359,419 AC.
 O.R. 4710, PG. 540
 S.R. 75, PG. 50
 S.R. 76, PG. 18
 S.R. 126, PG. 29
 S.R. 133, PG. 66



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	872.07	1.07	1.07	N67°52'27" E	52°37'10"	4.50
C2	1062.00	0.96	0.96	N67°27'39" E	64°36'48"	11.47
C3	1062.00	1.91	1.91	N67°27'39" E	64°36'48"	18.37
C4	1062.00	0.93	0.93	N67°27'39" E	64°36'48"	0.73
C5	872.07	0.88	0.88	N67°27'39" E	64°36'48"	3.86
C6	1062.00	0.96	0.96	S67°12'07" W	64°36'48"	11.47
C7	1062.00	1.91	1.91	S67°12'07" W	64°36'48"	18.37
C8	1062.00	0.93	0.93	S67°12'07" W	64°36'48"	0.73
C9	872.07	0.88	0.88	S67°12'07" W	64°36'48"	3.86
C10	1062.00	0.96	0.96	S67°27'39" E	64°36'48"	11.47
C11	1062.00	1.91	1.91	S67°27'39" E	64°36'48"	18.37
C12	1062.00	0.93	0.93	S67°27'39" E	64°36'48"	0.73
C13	872.07	0.88	0.88	S67°27'39" E	64°36'48"	3.86
C14	1062.00	0.96	0.96	S67°12'07" W	64°36'48"	11.47
C15	1062.00	1.91	1.91	S67°12'07" W	64°36'48"	18.37
C16	1062.00	0.93	0.93	S67°12'07" W	64°36'48"	0.73
C17	872.07	0.88	0.88	S67°12'07" W	64°36'48"	3.86
C18	1062.00	0.96	0.96	S67°27'39" E	64°36'48"	11.47
C19	1062.00	1.91	1.91	S67°27'39" E	64°36'48"	18.37
C20	1062.00	0.93	0.93	S67°27'39" E	64°36'48"	0.73
C21	872.07	0.88	0.88	S67°27'39" E	64°36'48"	3.86
C22	1062.00	0.96	0.96	S67°12'07" W	64°36'48"	11.47
C23	1062.00	1.91	1.91	S67°12'07" W	64°36'48"	18.37
C24	1062.00	0.93	0.93	S67°12'07" W	64°36'48"	0.73
C25	872.07	0.88	0.88	S67°12'07" W	64°36'48"	3.86
C26	1062.00	0.96	0.96	S67°27'39" E	64°36'48"	11.47
C27	1062.00	1.91	1.91	S67°27'39" E	64°36'48"	18.37
C28	1062.00	0.93	0.93	S67°27'39" E	64°36'48"	0.73
C29	872.07	0.88	0.88	S67°27'39" E	64°36'48"	3.86
C30	1062.00	0.96	0.96	S67°12'07" W	64°36'48"	11.47
C31	1062.00	1.91	1.91	S67°12'07" W	64°36'48"	18.37
C32	1062.00	0.93	0.93	S67°12'07" W	64°36'48"	0.73
C33	872.07	0.88	0.88	S67°12'07" W	64°36'48"	3.86
C34	1062.00	0.96	0.96	S67°27'39" E	64°36'48"	11.47
C35	1062.00	1.91	1.91	S67°27'39" E	64°36'48"	18.37
C36	1062.00	0.93	0.93	S67°27'39" E	64°36'48"	0.73
C37	872.07	0.88	0.88	S67°27'39" E	64°36'48"	3.86
C38	1062.00	0.96	0.96	S67°12'07" W	64°36'48"	11.47
C39	1062.00	1.91	1.91	S67°12'07" W	64°36'48"	18.37
C40	1062.00	0.93	0.93	S67°12'07" W	64°36'48"	0.73
C41	872.07	0.88	0.88	S67°12'07" W	64°36'48"	3.86
C42	1062.00	0.96	0.96	S67°27'39" E	64°36'48"	11.47
C43	1062.00	1.91	1.91	S67°27'39" E	64°36'48"	18.37
C44	1062.00	0.93	0.93	S67°27'39" E	64°36'48"	0.73
C45	872.07	0.88	0.88	S67°27'39" E	64°36'48"	3.86

SECTION 21 ACREAGES

LOT #	ACRES
428	0.2020
427	0.2794
426	0.2523
429	0.2618
430	0.2743
431	0.2725
432	0.2652
433	0.2607
434	0.2476
435	0.2719
436	0.2681
437	0.2421
438	0.2480
439	0.2548
440	0.2408
441	0.2607
442	0.2404
443	0.2637
444	0.2600
445	0.2605
446	0.2529
447	0.2489
448	0.2512
449	0.2510
450	0.2610
451	0.2608
452	0.2608
453	0.2608
454	0.2608
RIGHT-DRAWNWAY	1.1810
TOTAL ACRES	10.5565

SECTION 27 ACREAGES

LOT #	ACRES
428	0.2020
427	0.2794
426	0.2523
429	0.2618
430	0.2743
431	0.2725
432	0.2652
433	0.2607
434	0.2476
435	0.2719
436	0.2681
437	0.2421
438	0.2480
439	0.2548
440	0.2408
441	0.2607
442	0.2404
443	0.2637
444	0.2600
445	0.2605
446	0.2529
447	0.2489
448	0.2512
449	0.2510
450	0.2610
451	0.2608
452	0.2608
453	0.2608
454	0.2608
RIGHT-DRAWNWAY	0.1991
TOTAL ACRES	4.1808

AREA CALCULATIONS:

SECTION 21	10.5565 ACRES
SECTION 27	4.1808 ACRES
RIGHT-DRAWNWAY IN SEC 21 +	1.1810 ACRES
RIGHT-DRAWNWAY IN SEC 27 +	0.1991 ACRES
OPEN SPACE RESERVE LOTS	0.0000 ACRES
TOTAL	16.9374 ACRES
TOTAL	16.9374 ACRES

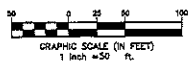
FUTURE DEVELOPMENT
 REMAINING LANDS OF
 VHC HOLDINGS, LTD.
 A OHIO LIMITED LIABILITY COMPANY
 PART OF ORIGINAL 359,419 AC.
 O.R. 4710, PG. 540
 S.R. 75, PG. 50
 S.R. 76, PG. 18
 S.R. 126, PG. 29
 S.R. 133, PG. 66

SIDEWELL TABLE

LOT #	SIDEWELL #
NEW 428	05-21-430-018
NEW 427	05-21-430-019
NEW 426	05-21-430-020
NEW 429	05-21-430-021
NEW 430	05-21-430-022
NEW 431	05-21-430-023
NEW 432	05-21-430-024
NEW 433	05-21-430-025
NEW 434	05-21-430-026
NEW 435	05-21-151-001
NEW 436	05-21-151-002
NEW 437	05-21-151-003
NEW 438	05-21-151-004
NEW 439	05-21-151-005
NEW 440	05-21-151-006
NEW 441	05-21-305-001
NEW 442	05-21-305-002

SIDEWELL TABLE

LOT #	SIDEWELL #
NEW 443	05-21-305-003
NEW 444	05-21-305-004
NEW 445	05-21-305-005
NEW 446	05-21-155-001
NEW 447	05-21-155-002
NEW 448	05-21-305-006
NEW 449	05-21-305-007
NEW 450	05-21-305-008
NEW 451	05-21-305-009
NEW 452	05-21-305-010
NEW 453	05-21-305-011
NEW 454	05-21-305-012
NEW RESERVE 80	05-21-430-027
NEW	05-21-400-001 1.5481 ACRES
NEW	05-21-410-001 193.341 ACRES
NEW	05-21-2010-001



- LEGEND**
- 6" MAG SPIKE SET
 - 6" IRON PIN FOUND WITH "DEEP" CAP UNLESS NOTED OTHERWISE
 - MINIMUM BUILDING SETBACK
 - PUBLIC UTILITY EASEMENT

NOTE: ALL LOTS ARE SUBJECT TO A 5' MIN. SIDE YARD AND A 32' MIN. REAR YARD SETBACK.

FUTURE DEVELOPMENT
 REMAINING LANDS OF
 VHC HOLDINGS, LTD.
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 S.R. 75, PG. 50
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 S.R. 126, PG. 29
 S.R. 133, PG. 66

ALL EASEMENTS MARKED
 FUTURE WILL BE DEDICATED
 WITH THE NEXT SECTION

ALL EASEMENTS MARKED
 FUTURE WILL BE DEDICATED
 WITH THE NEXT SECTION

ALL EASEMENTS MARKED
 FUTURE WILL BE DEDICATED
 WITH THE NEXT SECTION

RECORD PLAT
 THE VILLAGES OF WINDING CREEK
 THE BOULEVARDS AT WINDING CREEK
 SECTION FIVE

CLEARCREEK TOWNSHIP WARREN COUNTY, OHIO
 SECTION 21 & 27, TOWN 3E, RANGE 5N, R.4E.

Scale: 1" = 50'
 Date: NOVEMBER 2015



Drawn: JDB
 Dated: JCH
 Check: JBA
 Job Number: 3883
 Sheet No.: 2 OF 2

RECORD OF RESOLUTIONS

Resolution No. 5237 Passed July 13, 2020

CLEARCREEK TOWNSHIP
WARREN COUNTY, OHIO

RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE IN THE
VILLAGES OF WINDING CREEK, THE BOULEVARDS AT WINDING CREEK,
SECTION 5, CLEARCREEK TOWNSHIP, WARREN COUNTY OHIO, AND
DISPENSING WITH THE SECOND READING

WHEREAS, the Board of County Commissioners for Warren County has accepted the following streets in The Villages of Winding Creek, The Boulevards at Winding Creek, Section 5, and approved them for maintenance by Clearcreek Township, and Clearcreek Township is accepting the same for maintenance (relevant parts of): Crooked Creek Drive and Sunny Brook Drive.

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

SECTION 1. Clearcreek Township accepts for maintenance the relevant parts of the following streets in The Villages of Winding Creek, The Boulevards at Winding Creek, Section 5: Crooked Creek Drive and Sunny Brook Drive.

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

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

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

Resolution adopted at a regular public meeting conducted July 13, 2020.

THE BOARD OF
CLEARCREEK TOWNSHIP TRUSTEES

Law Director Bryan Pacheco
Approved as to form

Ed Wade

Bryan Pacheco

SAM Muterspaw

[Signature]

Resolution

Number 20-1033

Adopted Date July 21, 2020

APPROVE VARIOUS RECORD PLATS

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

- Loveland Park Porginski Revision – Deerfield Township

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS.



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 20-1034

Adopted Date July 21, 2020

APPROVE A SUPPLEMENTAL APPROPRIATION INTO COUNTY COMMISSIONERS'
GRANT FUND #11011111

BE IT RESOLVED, to approve the following supplemental appropriation:

\$2,419.00 into #11011111-5797 (OKI Share)

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Commissioners' file
OMB

Resolution

Number 20-1035

Adopted Date July 21, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Fund #11011240 in order to process a vacation leave payout for Jennifer Melzer former employee of Juvenile Detention Center:

\$217.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011240-5882	(Juvenile - Vacation Leave Payout)

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

Resolution

Number 20-1036

Adopted Date July 21, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation and sick leave payouts for Randy Bevins and Phyllis Davidson former employees of Facilities Management:

\$350.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11011600-5882 (Facilities Management - Vacation Leave Payout)

\$6,000.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
 into #11011600-5881 (Facilities Management - Sick Leave Payout)

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
OMB (file)
OMB

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

Resolution

Number 20-1037

Adopted Date July 21, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND 1012200

BE IT RESOLVED, to approve the following appropriation adjustment:


\$25,000.00 from 11012200-5317 (Non Capital Purchases)
 into 11012200-5400 (Purchased Services)

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 20-1038

Adopted Date July 21, 2020,

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS




Tina Osborne, Clerk

cc: Commissioners file

Department	Vendor Name	Description	Amount
WAT	BECKMAN ENVIRONMENTAL SERV INC	SUBMERSIBLE PUMPS	\$ 23,950.00
WAT	BECKMAN ENVIRONMENTAL SERV INC	PUMP, FLYGT ADAPTOR, THERMAL RELAY	\$ 57,202.00

7/21/2020

APPROVED:



 Tiffany Zindel, County Administrator

Resolution

Number 20-1039

Adopted Date July 21, 2020

AUTHORIZE PUBLIC ADVERTISEMENT OF REQUEST FOR PROPOSALS FOR OPERATION OF THE WARREN COUNTY TRANSIT SYSTEM RELATIVE TO CALENDAR YEAR 2021

WHEREAS, it is the desire of the Board of County Commissioners to procure the services of a contractor to operate public transit, and

NOW THEREFORE BE IT RESOLVED, to authorize the public advertisement of Request for Proposals and establish a deadline of August 28, 2020 at 12:00 PM for submission of the proposals for the aforementioned service; and

BE FURTHER IT RESOLVED, to authorize and direct the Clerk to publish notice of Request for Proposals for the operation of the Warren County Transit System relative to calendar year 2021; said publication to appear in Journal News Pulse, The Cincinnati Enquirer, and The Dayton Daily News publications one time beginning July 26, 2020.

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: OGA (file)
Bid file

Resolution

Number 20-1040

Adopted Date July 21, 2020

APPOINT COMMITTEE TO REVIEW AND EVALUATE PROPOSALS FOR OPERATION OF WARREN COUNTY TRANSIT SERVICE

WHEREAS, Warren County is soliciting proposals for the operation of Warren County Transit Service, and

WHEREAS, a selection committee must be appointed to review and evaluate proposals and make a recommendation to the Board of County Commissioners, and

NOW THEREFORE BE IT RESOLVED, to appoint the following individuals to a committee to review and evaluate proposals for the operation of Warren County Transit Service:

Martin Russell, Deputy County Administrator
Susanne Mason, Director, Grants Administration
Matt Schnipke, Director, Economic Development
Lauren Cavanaugh, Director, Job and Family Services

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

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

Resolution adopted this 21st day of July 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: OGA (file)
Bid file