

Resolution

Number 18-1297

Adopted Date August 21, 2018

CREATE RATES AND CHARGES FOR THE COUNTY STORM WATER MANAGEMENT DISTRICT NO. 1 IN ACCORDANCE WITH SECTION 6117 OF OHIO REVISED CODE

WHEREAS, certain funds are required to implement the federally mandated NPDES Phase II program in the manner described in the Warren County Storm Water Management Plan submitted to the Ohio Environmental Protection Agency; and

NOW THEREFORE BE IT RESOLVED, to create reasonable rates and charges through the Warren County Stormwater Management District No. 1 to fund the Warren County Storm Water Management Plan as filed with the Ohio Environmental Protection Agency under conditions of the National Pollution Discharge Elimination System (NPDES) Phase II Permit. Those townships part of the plan are Clearcreek, Franklin, Hamilton, Turtlecreek, and Union Townships; and

BE IT FURTHER RESOLVED, to charge each parcel with building values greater than \$10,000.00 in the townships listed above an amount of \$10.00 per year that will be placed annually on the tax duplicate by the County Auditor as permitted under Section 6117.02 of the Ohio Revised Code.

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

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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (certified)
Engineer (file)

Resolution

Number 18-1298

Adopted Date August 21, 2018

ENTER INTO A CONSULTING SERVICES CONTRACT FOR TRAFFIC ENGINEERING DESIGN SERVICES WITH STRAND ASSOCIATES, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a Traffic Engineering Services contract with Strand Associates, Inc., 615 Elsinore Place, Suite 320, Cincinnati, OH 45202 for the King Avenue-Kings Court Intersection Control Evaluation, as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Strand Associates, Inc.
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR
TRAFFIC ENGINEERING SERVICES
KING AVENUE –KINGS COURT INTERSECTION CONTROL EVALUATION**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Strand Associates, Inc., 615 Elsinore Place, Suite 320, Cincinnati, OH 45202, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to study the operation of the King Avenue – Kings Court Intersection, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Traffic Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Traffic Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Traffic Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Traffic Engineering representative for the Project as set forth below and shall give professional Traffic Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil and traffic engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Traffic Engineering Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$ 9,700.00.**
 - 5.1.1.2 For Additional Services, OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in Exhibit NOT APPLICABLE, attached to and made a part of this Agreement, for a lump sum fee of \$NOT APPLICABLE.

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed

without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 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.

6.6 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.

6.7 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.

6.8 Relationship of Parties

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

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 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.

6.11 Notices

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

TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3309
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Strand Associates, Inc.
Attn: Jeff Heinman, P.E.
615 Elsinore Place, Suite 320
Cincinnati, OH 45202
Ph. 513-861-5600

6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. ENGINEER 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, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

June 12, 2018 Proposal

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written

instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER 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 ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, 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 ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[the balance of this page is intentionally left blank]

SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Strand Associates, Inc., an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by _____, whose title is _____, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: Matthew S. Richards
PRINTED NAME: Matthew S. Richards
TITLE: Corporate Secretary
DATE: 7/10/18

OWNER:

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 on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-1298 dated 8/21/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grossmann
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 8/21/18

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: Neil F. Tunison
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: Adam Nice
Adam Nice, Assistant Prosecutor
Ph. 513.695.1399
Adam.Nice@co.warren.oh.us



Strand Associates, Inc.[®]
615 Elsinore Place, Suite 320
Cincinnati, OH 45202
(P) 513-861-5600
(F) 513-861-5601

EXHIBIT A

July 9, 2018

Mr. David Mick, Assistant County Engineer
Warren County Engineer's Office
105 Markey Road
Lebanon, OH 45036

Re: Engineering Services
King Avenue and King Court Intersection Control Evaluation

Dear Dave,

This Proposal presents Strand Associates, Inc.[®]s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to Warren County Engineer's Office (County) for the King Avenue and King Court Intersection Control Evaluation in Warren County, Ohio.

Project Understanding

The County plans to realign King Avenue and construct a new bridge over the Little Miami River to eliminate the existing hairpin turn north of the river and the 90 degree "S" curve south of the river. The County is also interested in evaluating the sharp curve just west of the hairpin turn and the intersection with King Court to review potential improvements that may provide capacity for future anticipated growth and accommodate truck traffic.

Scope of Services

Proposed services can be described as follows.

1. Evaluate three alternatives at the intersection of King Avenue and King Court. The alternatives include a mini roundabout, a single-lane roundabout, and realignment of King Avenue to increase the existing horizontal curve radius.
2. Perform capacity analysis of the mini roundabout and single-lane roundabout using SIDRA software. Use County-provided traffic volumes, planned future development, and projected background growth rates for the capacity analysis.
3. Prepare a conceptual geometric layout for each alternative showing the proposed roadway, sidewalk, multiuse path, and pavement markings. Evaluate truck turning movements for a WB-62 design vehicle when preparing the layouts.
4. Develop anticipated construction limits for each alternative based on horizontal layout. Existing right-of-way will be shown based on publicly available geographic information system (GIS) property data.
5. Prepare an opinion of probable construction cost for each alternative.
6. Prepare an e-mail summarizing findings of evaluation in bullet point format.
7. Participate in one teleconference with the County.

Mr. David Mick, Assistant County Engineer
Warren County Engineer's Office
Page 2
June 12, 2018

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided as noted.

1. Additional Site Visits and/or Meetings: Additional County-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with County.
2. Archaeological or Botanical Investigations: Strand will assist the County in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate proposal with the County.
3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate proposal with the County.
4. Drawings and Specifications: Final design services including drawings and specifications, if provided by Strand, will be performed under a subsequent proposal with the County.
5. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through a separate proposal with the County.
6. Geotechnical Engineering: Geotechnical engineering information will be provided through the County and the County's geotechnical consultant. Strand will assist County with defining initial scope of geotechnical information that is required to allow the County to procure geotechnical engineering services.
7. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to the County for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate proposal with the County.
8. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by the County.
9. Preparation for and/or Appearance in Litigation on Behalf of the County: This type of Service by Strand will be provided through a separate proposal with the County.
10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Proposal.
11. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate proposal with the County.

Mr. David Mick, Assistant County Engineer
Warren County Engineer's Office
Page 3
June 12, 2018

Compensation

The County shall compensate Strand for Services a lump sum of \$9,700.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by County but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon receipt of a purchase order, which is expected the week of June 11, 2018. Services are scheduled for completion on August 3, 2018.

Standard of Care

The Standard of Care for all Services performed or furnished by Strand under this Proposal will be the care and skill ordinarily used by members of Strand's profession practicing under similar circumstances at the same time and in the same locality. Strand makes no warranties, express or implied, under this Proposal or otherwise, in connection with Strand's Services.

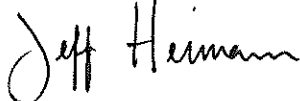
Opinion of Probable Cost

Any opinions of probable cost prepared by Strand are supplied for County's general guidance only. Strand has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to County.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 513-861-5600 extension 5223.

Sincerely,

STRAND ASSOCIATES, INC.®



Jeffery C. Heimann, P.E.

Resolution

Number 18-1299

Adopted Date August 21, 2018

ENTER INTO AN OHIO PUBLIC WORKS COMMISSION COOPERATION AGREEMENT WITH THE VILLAGE OF HARVEYSBURG ON BEHALF OF THE WATER AND SEWER DEPARTMENT

WHEREAS, a grant application will be submitted to the Ohio Public Works Commission (OPWC) for the Ken and Loraine Improvement Project; and

WHEREAS, OPWC grant applications require cooperation agreements between governmental entities that collaborate on mutual projects; and

NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement with the Village of Harveysburg for the Ken and Loraine Improvement Project, subject to the following conditions:

1. The conditions shall be as stipulated in the "OPWC Cooperation Agreement" attached hereto and made part thereof.

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

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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CAW

cc: c/a—Village of Harveysburg
Water/Sewer (file)

OPWC COOPERATION AGREEMENT

Ken & Loraine Improvement Project

THIS is an AGREEMENT effective as of date the last Party has affixed their signature hereto, between the Village of Harveysburg, Ohio, an Ohio municipal corporation ("Village"), and the Warren County Board of County Commissioners, an Ohio county ("County").

The County hereby agrees to collaborate with the Village to submit an application to the Ohio Public Works Commission (OPWC) PY33 for the Ken & Loraine Improvement Project. The estimated total cost of the project is \$245,000 including engineering and construction costs. The OPWC application will request a 49% grant being an estimated \$120,050 with the remaining 51% being the Parties estimated share totaling \$124,950.00, however, the Parties respective obligations shall be as follows:

- 1) The Parties 51% share of the engineering and construction cost is \$124,950.00 of which the Village would pay \$101,358.93 (80%) and the County would pay \$23,591.07 (20%). The percentage split between the County and the Village is based upon the preliminary construction cost estimate with the County's sanitary sewer main estimated to account for 20% of the total construction cost; and

The storm sewer and roadway improvements to be paid for by the Village shall include storm sewers, catch basins, full depth roadway repairs and asphalt resurfacing. The sanitary sewer main improvements to be paid for by the County shall include replacement of 108 feet of 8-inch pipe with a new 8-inch SDR-35 sanitary sewer main, the resetting and remodeling of manholes and various restorations.

The Village shall be the designated contracting entity and shall execute agreements with OPWC, the design engineer and the construction contractor. The Village shall invoice the County Water and Sewer Department for their project cost with payments to be made to the Village.

The Village and County shall jointly review all necessary OPWC funding application documents. Upon approval from each participating member the application documents shall be signed and submitted to the OPWC by the Village.

Should the proposed project be awarded OPWC funding, the Village and County shall review and approve all Engineering Contract(s) for the design of the improvements prior to the Village executing the Contract(s). All design drawings and specifications produced for the improvements shall be reviewed and approved by the Village and County prior to advertisement for bidding and final payment of the Engineer(s). The bidding documents shall meet the design standards and specifications for each of the participating members.

The Village and County shall jointly review all submitted construction bids and shall reach consensus of the award of the construction contract. The Village shall be the contracting entity for the construction of said project. Representatives from the Village and County shall be invited to all construction progress meetings and shall be provided the opportunity to inspect the construction of the improvements. All change orders shall be reviewed and approved by both the Village and the County. The Village and County shall perform final inspection of the

improvements, provide the Construction Contractor with punch list items, and verify that all improvements are completed in accordance with the Contract Documents prior to final payment.

IN EXECUTION WHEREOF, pursuant to Ordinance/Resolution No. 2018-014 of the Village of Harveysburg, Ohio, dated July, 2018, Richard Verga, Mayor has hereunto set his hand to this Agreement on the 09 day of AUGUST, 2018

VILLAGE OF HARVEYSBURG, OHIO

By: Richard Verga
Richard Verga, Mayor

Attest: JOHN FAULKNER
J. Faulkner
Clerk of Council

Approved as to form:

By: Joseph Ruvoos
Law Director

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by Tom Grossmann its President, on the date stated below, pursuant to Resolution No. 18-1299, dated 8/21/18

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Tom Grossmann

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 8/21/18

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam Nice
By: Adam Nice, Asst. Prosecutor

CLERKS CERTIFICATION OF AVAILABLE FUNDS

The Village of Harveysburg is making a Final Application to the Ohio Public Works Commission through the Warren County Subcommittee of OPWC for PY33/2019. This is to certify that the local match of \$124,950.00 for this project will be appropriated and available at the time of the grant award.



Fiscal Officer,
Village of Harveysburg

09-AUGUST-2018

Date

Resolution

Number 18-1300

Adopted Date August 21, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO ENTER INTO A LOAN AGREEMENT WITH STEPHANIE AUSTIN RELATIVE TO THE WARREN COUNTY HOME REPAIR PROGRAM

WHEREAS, Stephanie Austin has applied for home repair assistance from the Warren County Home Repair Program through Program Income Funding for the installation of a water line and lateral from the road to the house; and

WHEREAS, the Warren County Rehab, Inc. Board of Trustees has recommended approval of said application; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to enter into this loan agreement with Stephanie Austin in the program amount not to exceed \$12,000.00, to assist in the installation of the water line and lateral to her property known as 5719 Waynesville Road, Oregonia, Ohio 45054, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: c/a—Austin, Stephanie
OGA (file)
Stephanie Austin

WARREN COUNTY, OHIO

LOAN AGREEMENT FOR USE OF PROGRAM INCOME FUNDS FOR HOME REPAIR/REHAB

THIS AGREEMENT is entered into by and between the **Warren County Board of Commissioners, Warren County, Ohio**, (hereinafter called "County") and Stephanie Austin, unmarried, (hereinafter called "Homeowner"), as participating parties in the Warren County Home Repair Program (hereinafter called "Program").

SECTION I - HOMEBUYER AGREEMENT

Homeowner, as a participating party in the program, and in consideration of the County making the loan specified herein, covenants and agrees to the following commitments to be performed by the participating parties.

Homeowner, as a participating party, shall cooperate with the repair the property located at 5719 Waynesville Road, Oregonia, Ohio 45054.

This agreement shall remain in full force and effect during the duration of the Promissory Note signed at the acceptance of contractor bid for said project.

SECTION II - COLLATERAL FOR THE PROGRAM INCOME

A. The County, shall lend, not to exceed, Twelve Thousand and 00/100 Dollars (\$12,000.00) of PROGRAM INCOME funds to the Homeowner for the payment to Western Water for the installation of a water line, meter, and tap in fees and to the contractor, whose bid is accepted, for a lateral to the house for the supply of water on said property located at 5719 Waynesville Rd., Oregonia, Ohio 45054. Said loan shall be evidenced by a Promissory Note for a Deferred Loan executed by the Homeowner in the principal amount, not to exceed, Twelve Thousand and 00/100 Dollars (\$12,000.00), hereinafter referred to as "NOTE". The loan proceeds will be disbursed by the County to the respective contractors for the payment of said water lines relating to the property located at 5719 Waynesville Rd., Oregonia, Ohio 45054.

B. The Note of the Homeowner shall be secured by a Mortgage with second priority to the lending instituion holding the first mortgage.

C. The Warren County Health Department Inspection report shall be made available to the homeowner.

D. The Homeowner hereby agrees that, in order for any repairs needed for the property to meet Health Department requirements to be completed within (90) days after entering into contract, the homeowner will allow and cooperate with the contractors and all concerned to have access to the property. The Homebuyer further agrees to allow a representative of the County to inspect the premises to verify that such improvements have been completed.

SECTION VII – EXECUTION

IN WITNESS WHEREOF, the undersigned, Stephanie Austin, the Homeowner herein, has executed this agreement on date stated below.

WITNESS:

Vicki Perry
Signature of Witness

Vicki Perry
Printed Name of Witness

HOMEOWNER:

BY: *Stephanie Austin*

DATE: 8-15-18

IN WITNESS WHEREOF, the **Warren County Board of Commissioners** has caused this agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-1300, dated 8/21/18.

WITNESS:

[Signature]
Signature of Witness

Laura Lander
Printed Name of Witness

BOARD OF COUNTY COMMISSIONERS

BY: *[Signature]*
Tom Grossmann, President

DATE: 8/21/18

Approved as to form:

BY: *[Signature]*
Keith Anderson, Assistant Prosecutor

Resolution

Number 18-1301

Adopted Date August 21, 2018

AUTHORIZE THE BOARD TO APPROVE NONDISCLOSURE AGREEMENT WITH
CORIANT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Warren County Telecommunications is requesting to demo router equipment a
mutual Nondisclosure Agreement has been requested to be in place prior to testing by Coriant;
and

NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Board of
Commissioners to approve Nondisclosure Agreement with Coriant on behalf of Warren County
Telecommunications, as attached hereto and made a part hereof.

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

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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Coriant
Telecom (file)

NONDISCLOSURE AGREEMENT

THE PARTIES

This Nondisclosure Agreement (the "Agreement") is entered into on July 1, 2018 (the "Effective Date") by and between Coriant North America, LLC, a Delaware limited liability company with offices at 1415 West Diehl Road, Naperville, IL 60563, on behalf of itself and its Coriant Affiliates (individually and collectively, "Coriant") and Warren County, Ohio, a county government in the State of Ohio, U.S.A., with offices at Warren County Administration Building, 406 Justice Drive, Lebanon, Ohio 45036 ("Participant").

"Coriant Affiliates" means Coriant International Group LLC and any entity that is controlled by Coriant International Group LLC, where "control" means (a) the direct or indirect beneficial ownership of at least fifty percent (50%) of the votes in an entity, or (b) the ability to directly or indirectly (i) control the composition of an entity's board of directors or equivalent body or (ii) direct an entity's affairs.

TERMS

1. Confidential Information. For the purposes of this Agreement, "Confidential Information" shall include: (a) the existence, terms and conditions of this Agreement; and (b) any technical, managerial, financial or business information, whether in written, graphic, electromagnetic, verbal or other form (including but not limited to specifications, prototypes, software, models, drawings, product plans, pre-release products, marketing plans, business opportunities, customer lists, pricing, personnel data, research and development activities, know-how and third party information), that (i) the disclosing party marks or otherwise designates as "Confidential" or "Proprietary" or the like, or (ii) would be considered a trade secret of the disclosing party under normal international trade practice, or (iii) should reasonably be (or have been) understood by the receiving party (because of legends, markings, the circumstances of disclosure or the nature of the information itself) to be proprietary and/or confidential to the disclosing party, an affiliate of the disclosing party or a third party.

Confidential Information does not include information that is: (a) rightfully in the receiving party's possession before receipt from the disclosing party; (b) in the public domain without the fault of the receiving party; (c) received by the receiving party from a third party to the extent such third party permits use beyond the scope of this Agreement; (d) independently developed by the receiving party; or (e) disclosed by the receiving party with the disclosing party's prior written consent.

Disclosures that are specific (e.g., as to engineering and design practices and techniques, products, software, services, operating parameters, etc.) shall not be deemed to fall within the foregoing exceptions merely because they are embraced by general disclosures that are in the public domain or in the possession of the receiving party. No combination of features shall be deemed to fall within the foregoing exceptions merely because individual features thereof are in the public domain or in the possession of the receiving party, unless the combination itself and its principle of operation are in the public domain or in the possession of the receiving party. Furthermore, Confidential Information illegally or fraudulently disclosed to the public does not automatically lose its confidential nature and may not be used without the prior written consent of the owner.

2. Limitation on Use. The receiving party shall use the Confidential Information solely for its internal business purpose of evaluating a potential business relationship and performing any business relationship the parties may enter into ("Purpose"). Neither party shall copy Confidential Information of the other party except as necessary to accomplish the Purpose. Copies shall contain the same confidential or proprietary legends as the originals.

3. Limitations on Disclosure. The receiving party is only permitted to disclose the Confidential Information: (a) to those employees, agents, professional advisors and subcontractors (and in the case of Coriant, to those employees, agents and subcontractors of Coriant Affiliates) who (i) have a need to know the Confidential Information, and (ii) are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement; or (b) as may be required by law and compelled by an order

issued by a court of competent jurisdiction, provided that the receiving party will provide the disclosing party with prompt advance written notice so that it may seek an appropriate protective order or reliable assurance that confidential treatment will be accorded all Confidential Information. The receiving party shall hold the Confidential Information in confidence and shall use the same degree of care that it uses to protect its own confidential information (but in no event less than a reasonable degree of care) to prevent unauthorized use or disclosure of the Confidential Information. The receiving party will be liable for all acts and omissions of its employees, agents and subcontractors regarding this Agreement.

4. Duty to Return or Certify Destruction. Within fifteen (15) business days after the expiration of the Disclosure Period (hereafter defined) or the request of the disclosing party (whichever occurs earlier), the receiving party shall return or certify the destruction of all Confidential Information that it received (and all copies, summaries and analyses thereof). The foregoing shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup, or to Confidential Information or copies thereof that are stored by the receiving party according to provisions of mandatory law; provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein.

5. Disclosure Period. This Agreement shall cover all Confidential Information disclosed on, or within two (2) years after, the Effective Date (the "Disclosure Period").

6. Confidentiality Period. The obligations of confidentiality under this Agreement shall survive notwithstanding either party's decision at any time not to pursue the Purpose or enter into any transactions or further agreements. Furthermore, the obligations of confidentiality under this Agreement shall survive any expiration of the Disclosure Period and/or termination of this Agreement.

7. Warranty. The disclosing party warrants that it has the right to make all disclosures made under this Agreement. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ALL INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

8. Ownership. The disclosing party shall retain all right, title and interest in and to its Confidential Information. The receiving party shall acquire no right, title, interest or license in or to the disclosing party's Confidential Information, except as expressly agreed by the parties in writing.

9. No Further Obligation. This Agreement shall neither impose nor be deemed to impose any obligation on either of the parties to: (a) purchase, sell, license, transfer, exchange or otherwise use any information, technology, products or services; (b) commence or continue any discussions or negotiations; (c) reach or execute any other agreement; (d) refrain from engaging in any business whatsoever; or (e) refrain from commencing or continuing any discussions, negotiations or agreements with any third party. Each party will be solely responsible for its own cost and expenses that are incurred in connection with this Agreement and the preparation of any written agreement relating to the subject matter hereof.

10. Conformity with Applicable Law. Each party shall fully comply with all applicable laws, regulations, executive orders and rules pertaining to the Confidential Information, including but not limited to those pertaining to insider trading and exportation.

11. Publicity. Neither party shall use any trade name, service mark, or trademark of the other or refer to the other party in any promotional activity without obtaining the prior written consent of the other party as to each proposed usage, including the content thereof.

12. Notice. Any notice or other communication given by either party in connection with this Agreement shall be in writing to the addresses at the beginning of this Agreement and sent via first class mail (postage prepaid) or

overnight courier or fax (with a hardcopy sent via one of the prior two mailing methods).

13. **Assignment.** Neither party may assign this Agreement without having obtained the prior written consent of the other party.

14. **Independent Contractor Relationship.** This Agreement does not create any employment, agency or partnership relationship between the parties. Each party is engaged in an independent business and will perform its obligations under this Agreement as an independent contractor.

15. **Waiver.** No failure or delay in exercising any right under this Agreement shall operate as a waiver of that right unless such waiver is set forth in writing and signed by the party against whom enforcement is sought.

16. **Official Language.** The English language version of this Agreement will be the official and binding text, despite any translations or interpretations of this Agreement in other languages.


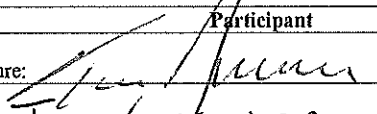
17. **Governing Law.** This Agreement is made under and will be construed according to the laws of the State of Ohio, excluding its conflict of laws provisions.

18. **Remedies.** Each party agrees that its obligations as set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business interests. Each party agrees that monetary damages may

be inadequate to compensate the disclosing party for any breach or threatened breach of this Agreement. Accordingly, each party agrees that any such breach or threatened breach may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available at law or in equity, the disclosing party shall be entitled to seek injunctive relief against any threatened or continued breach of this Agreement without the necessity of proving actual damages.

19. **Entire Agreement.** This Agreement, including its duly authorized and executed amendments and attachments, sets forth all of the promises, agreements and conditions regarding its subject matter, supersedes all prior understandings (whether written, oral or otherwise) pertaining thereto and constitutes the entire Agreement between Coriant and the Participant regarding the subject matter hereof. If any term or condition of this Agreement is held to be illegal or unenforceable (in whole or in part) by a court of competent jurisdiction, then the legal and enforceable portion of such term or condition (and all remaining terms and conditions of this Agreement) will remain in full force and effect. Any additions, amendments, attachments or modifications to this Agreement shall be made in writing and signed by both Coriant and the Participant. An originally executed version of this Agreement that is delivered via facsimile or via electronic mail after having been scanned as an image file (including, Adobe PDF, TIF, etc.) shall be deemed an original signature, and neither party shall have the right to object to the manner in which the Agreement was executed as a defense to the enforcement of the Agreement.

Signatures:

Coriant	Participant
Signature: 	Signature: 
Name: Martin C. Scheckel	Name: Tom Grossmann
Title: Regional Vice President	Title: President

APPROVED AS TO FORM



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

Resolution

Number 18-1302

Adopted Date August 21, 2018

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION AND WARREN COUNTY CHILDREN SERVICES

WHEREAS; Human Services has additional Title XX TANF Transfer funds available and desires to increase the contract by \$125,000 and add Title XX Base funds of \$175,000 to the existing contract with Children Services; and

NOW THEREFORE BE IT RESOLVED, to amend the Contract between the Warren County Commissioners on behalf of Warren County Department of Human Services and Warren County Children Services Title XX TANF Transfer, beginning October 1, 2017 and terminating on September 30, 2018; copy of contract attached hereto and made a part hereof:

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Children Services (file)
Human Services (file)

**AMENDMENT TO WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TITLE XX TANF SUBGRANT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES
AND
WARREN COUNTY DEPARTMENT OF CHILDREN SERVICES**

WHEREAS, a Title XX Transfer Sub-Grant Agreement was entered into on October 3, 2017, Resolution # 17-1545 between the Warren County Board of Commissioners, on behalf of the Warren County Department of Human Services and Warren County Department of Children Services, hereinafter jointly referred to as “the Parties” and

WHEREAS, it is now the intent of the Parties to amend the Contract as follows:

- 1) Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

TITLE XX TANF TRANSFER FUNDS	\$500,000.00	JFSCTX18	CFDA NUMBER 93.667
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NOW, THEREFORE, the Parties agree to amend the Contract as follows:

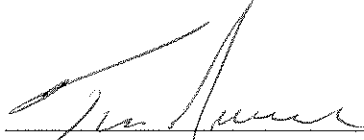
- 1) Increase the total amount to \$800,000.00, allocating an additional \$300,000.00 to be available until the end of the contract and liquidation period.

TITLE XX TANF TRANSFER FUNDS	\$125,000.00	JFSCTX18	CFDA NUMBER 93.667
TITLE XX BASE	\$175,000.00	JFSCSS18	CFDA NUMBER 93.667

All other terms, conditions and provisions of the Title XX TANF Sub-Grant Agreement shall remain in full force and effect for the term of the Contract as entered into on October 3, 2017 by Resolution Number 17-1545 of the Warren County Board of Commissioners

WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

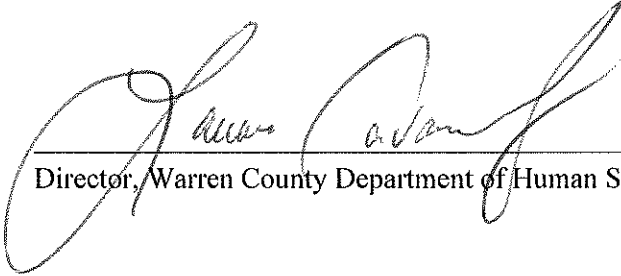
DIVISION OF HUMAN SERVICES



President, Warren County Board of Commissioners

8/21/18

Date



Director, Warren County Department of Human Services

8/10/2018

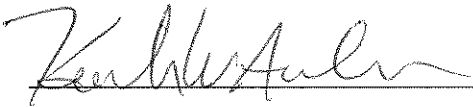
Date



Director, Warren County Department of Children Services

8/10/18

Date



Keith Anderson, Assistant Prosecutor

8-8-18

Date

Resolution

Number 17-1545

Adopted Date October 03, 2017

APPROVE AND ENTER INTO A TANF SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and enter into a Contract with Warren County Department of Human Services and Warren County Children Services in the total amount of \$500,000.00 Title XX TANF Transfer funds for 10/01/17, ending 09/30/18; contract attached hereto and made a part hereof:

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

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

Resolution adopted this 3rd day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Human Services
c/a – Warren County Children Services
Human Services (file)
Children Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TITLE XX TANF SUBGRANT AGREEMENT**

WITNESSETH THAT;

WHEREAS, it is the purpose of the Warren County Department of Job and Family Services to provide a variety of social services to Title XX TANF Transfer-eligible individuals in the community as a way to improve and enhance the quality of life of the county citizenry;

And

WHEREAS, one method the Department utilizes to fulfill this objective is through the issuance of Title XX TANF Transfer sub-grant to various community agencies that provide direct services to the target population in order to remediate socio-economic barriers;

And

WHEREAS, the Warren County Children Services is one such agency with which the Warren County Department of Job and Family Services desires to enter into contract for delivery of services;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

“State” means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

“Sub-recipient” means Warren County Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, 416 S East Street Lebanon OH 45036

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services for the purpose of promoting economic self-sufficiency and meeting the social service needs of low income individuals and families in Warren County.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in detail in Exhibit I hereafter, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims or falsification.

D. Client Eligibility

The Sub-recipient will determine client eligibility for those who will be serviced through the Sub-recipient's program, pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibits I, and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services specified in Exhibit I, attached, which includes intake and investigations, case management services, casework counseling, parent education, diagnostic assessments and homemaker services for children and families with open cases. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be based on the costs billed through the Certification of Funds Process.

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

TITLE XX/TANF TRANSFER FUNDS	\$ 500,000.00	CFDA NUMBER 93.667
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Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, the compensation stipulated in Exhibit I of this sub-grant, but not to exceed \$500,000.00 during the term of this sub-grant.

D. Provision of Funding

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services

rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

ARTICLE V TIME OF PERFORMANCE

This Sub-grant Agreement shall be effective **October 1, 2017** and shall terminate on **September 30, 2018**. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2018**.

ARTICLE VI BONDING AND INSURANCE

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and

the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to bind the Department to any obligation, or to incur any liability in behalf of the Department.

ARTICLE IX MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE X CONFLICT OF INTEREST

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

ARTICLE XI MODIFICATIONS

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

ARTICLE XIII BREACH BY SUB-RECIPIENT

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. Subgrantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded

from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Subgrantee received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their A-133 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$500,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit II, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible

individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.

18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Title XX Policy.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(h); Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738; and, environmental protection agency regulations, 40 C.F.R. Part 15.
26. The Sub-recipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy policy and Conservation Act, Pub.L. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.
28. The Sub-recipient agrees to adhere to the Records Retention Schedule for all documentation related to this agreement.

ARTICLE XV NOTICES

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:
416 S East Street, Lebanon OH 45036

To the Sub-recipient:
416 S East Street, Lebanon OH 45036

ARTICLE XVI MERGER

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

ARTICLE XVII SEPARABILITY

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

ARTICLE XVIII FORCE MAJUERE

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.

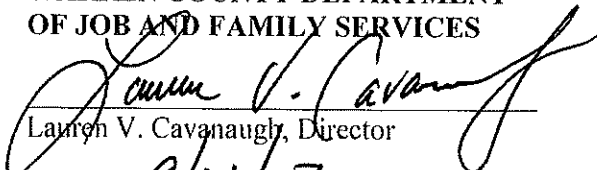
ARTICLE XIX HEADINGS

The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes, and are of no substantive effect.

ARTICLE XX GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

**WARREN COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**



Lauren V. Cavanaugh, Director

9/21/17

Date

**WARRENCOUNTY
CHILDREN SERVICES**

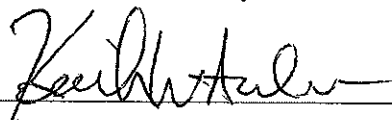


Susan Walther, Director

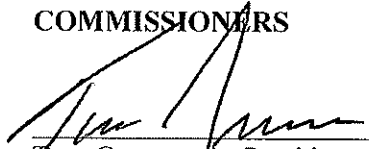
9/22/17

Date

WARREN COUNTY PROSECUTOR
Approved as to Form Only

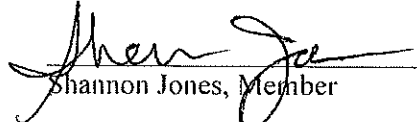
By: 

**BOARD OF WARREN COUNTY
COMMISSIONERS**



Tom Grossmann, President

David G. Young, Vice President



Shannon Jones, Member

10-3-17

Date

Exhibit I

Warren County Children Services
Title XX TANF Transfer Proposal for SFY 2017-2018
416 S. East Street
Lebanon OH 45036
513-695-1538
Susan Walther, Director

Description of Services

This Title XX TANF Transfer contract will provide funds to Warren County Children Services (WCCS) for costs associated with providing services to families and eligible children placed with relatives or in Kinship homes. These services include, but are not limited to:

- Intake and investigations
- Providing case management services
- casework counseling
- parenting education
- diagnostic and assessment services
- homemaker services

This contract is intended to assist eligible children so that they can be cared for in the homes of relatives or kin and not be placed in a Foster home.

Title XX TANF Transfer services as described above and provided by WCCS can be delivered to eligible children who are below 200% of the poverty level. These Title XX TANF Transfer funds will augment the various Federal, State, and County funds currently received to deliver mandated services as defined in the Ohio Revised Code and Ohio Administrative Code.

Anticipated Outcomes

Provision of services to these families will allow them to maintain the children in the Relative or Kinship home. Services will be child-centered and family preservation will be the outcome. It is expected these services will also help to maintain the family's self-sufficiency in keeping the children in the relative or kin home and out of a foster home. Specific case outcomes will be tracked as to satisfactory or unsatisfactory completion of case plans. We will measure the length of service time for each family from the beginning of each case episode to the end.

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

Resolution

Number 18-1303

Adopted Date August 21, 2018

APPROVE VARIOUS REFUNDS

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

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


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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Refunds file

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 8/15/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: Not enough left on blanket rent/mortgage po

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 2,752.41

VENDOR NAME Ocwen Loan Servicing LLC

DESCRIPTION OF SERVICES Mortgage

DATE OF OBLIGATION 5/4/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 314,579.99 DATE 5/4/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 189,007.67 DATE 8/17/18

FUND BALANCE NOW \$ 35,130,743.64

CERTIFIED BY: Matt Nolan 2018 AUG 15 PM 2:09

MATT NOLAN, WARREN COUNTY AUDITOR

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

Resolution

Number 18-1305

Adopted Date August 28, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #08/21/2018 001, #08/21/2018 002, #08/21/2018 003, #08/21/2018 004, #08/21/2018 005, #08/21/2018 006, #08/21/2018 007; said batches are attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of August 2018.


BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc:

Auditor 

Resolution

Number 18-1306

Adopted Date August 21, 2018

ENTER INTO AN EROSION CONTROL BOND AGREEMENT WITH COPPAGE CONSTRUCTION CO., INC. FOR COMPLETION OF IMPROVEMENTS IN THE DISTRICT AT DEERFIELD RESIDENTIAL SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	The District at Deerfield Residential
Developer	:	Coppage Construction Co., Inc.
Township	:	Deerfield
Amount	:	\$34,821.80
Surety Company	:	Ohio Farmers Insurance Company #9856277

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

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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Form E&SC-4
Rev. 09/2016

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Coppage Construction Co., INC. (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
OHIO FARMERS INSURANCE COMPANY (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The District At Deerfield Residential
NA **Subdivision, Section/Phase** _____ (3) (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the
"Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$26,786.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$26,786.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$34,821.80 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County Erosion and
Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the Director of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$5,357.20 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director of the Warren

County Soil & Water Conservation District (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.
12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

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

B. To the Soil & Water Conservation District:

Warren County Soil & Water Conservation
District Attn: Director
320 East Silver Street
Lebanon, OH 45036
Ph. (513) 695-1337

C. To the Developer:

Coppage Construction Co., INC.

P.O. Box 67

11966 Taylor Mill Rd.

Independence, KY 41051

Ph. (859) 356 - 9221 X13

D. To the Surety:

OHIO FARMERS INSURANCE COMPANY
ONE PARK CIRCLE
WESTFIELD CENTER, OHIO 44251

Ph. (800.243.0210) - _____

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

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

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

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER:

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

SIGNATURE:  _____

PRINTED NAME: Tim L. Turton

TITLE: Vice President/ COO

DATE: 8-6-18

SURETY:

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

SIGNATURE:  _____

PRINTED NAME: PAULETTE M. AERNI

TITLE: ATTORNEY-IN-FACT

DATE: 8-3-18

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-1306, dated 8/21/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

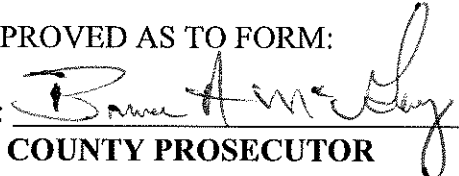
TITLE: President

DATE: 8/21/18

RECOMMENDED BY:

By: 
**DIRECTOR
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint THOMAS D. CASSADY, THOMAS W. CHATHAM, PAULETTE M. AERNI, PAUL J. SCHUELER, JR., RICHARD A. DAVIS, ANNE TIERNEY, LINDA L. HOGLE, JOINTLY OR SEVERALLY

of CINCINNATI and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of JULY A.D., 2016 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 07th day of JULY A.D., 2016 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public

My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of August A.D. 2016



Frank A. Carrino Secretary

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 06/28/2018

Effective 07/01/2018

Expires 06/30/2019

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2017 that it has admitted assets in the amount of \$3,107,895,303, liabilities in the amount of \$773,381,320, and surplus of at least \$2,334,513,983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive script.

Jillian Froment, Director



Financial Statement

Ohio Farmers Insurance Co.

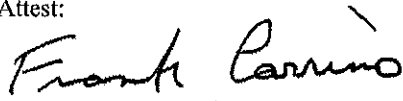
December 31, 2017


Westfield Center, Ohio 44251-5001

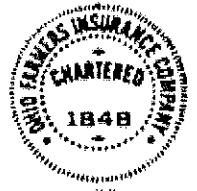
OHIO FARMERS INSURANCE COMPANY	
12/31/17	
(in thousands)	
Assets	
Cash, cash equivalents, and short term investments	35,162
Bonds	465,546
Stocks	165,581
Subsidiaries	2,093,058
Real estate	66,639
Premiums receivable	122,793
Other assets	159,116
Total assets	3,107,895
Liabilities	
Reserve for unearned premiums	172,782
Reserve for unpaid losses and loss expenses	334,323
Reserve for taxes and other liabilities	266,276
Total liabilities	773,381
Surplus	
Surplus to policyholders	2,334,514
Total surplus	2,334,514
Total liabilities and surplus	3,107,895

State of Ohio
 ss:
 County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2017.


Attest:

 Frank A. Carrino
 Group Legal Leader, Secretary


 Dennis P. Baus
 National Surety Leader
 Senior Executive



Sworn to before me this 14th day of February A.D. 2018.

My Commission Does Not Expire
 Sec. 147.03 Ohio Revised Code


 David A. Kotnik
 Attorney at Law
 Notary Public – State of Ohio



Resolution

Number 18-1307

Adopted Date August 21, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH TIMBERWIND, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN TARA ESTATES NO. 3 PHASE 2 SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	18-012 (W/S)
Development	:	Tara Estates No. 3 Phase 2
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$10,000.00
Surety Company	:	Civista Bank (Cashier Check 029892)

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

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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Timberwind, LLC, 1650 W. Pekin Road, Lebanon, Ohio 45036
Water/Sewer (file)
Bond Agreement file
M. Pesavento

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

18-012 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Timberwind LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and _____ (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in TARA Estates Subdivision, Section/Phase 3/2 (3) (hereinafter the "Subdivision") situated in FRANKLIN (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$100,000, and that the Improvements that have yet to be completed and approved may be constructed in the sum of 0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within _____ years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$ 10,000 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Timberwind LLC
JAMES LUERS
1650 W. PERKIN Rd
Lebanon, Ohio 45036
Ph. (937) 746-5027

D. To the Surety:

Ph. (_____) _____ - _____

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

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

Certified check or cashier's check (attached) (CHECK # 029892)

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

Original Escrow Letter (attached)

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

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

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

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

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

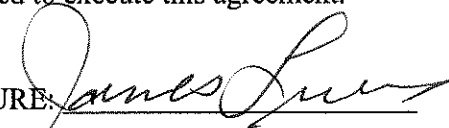
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

SURETY:

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

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

SIGNATURE: 

SIGNATURE: _____

PRINTED NAME: James Luers

PRINTED NAME: _____

TITLE: member

TITLE: _____


DATE: 6/26/18

DATE: _____

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-1307, dated 8/21/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

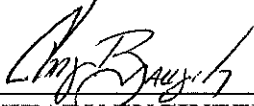
SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 8/21/18

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A TRUE WATERMARK

029892



Cashier's Check

REMITTER TIMBERWIND, LLC LOAN #10034345
TARA ESTATES 3-2

Date: 6/22/18
Branch: 0343

COMMENT:

\$10,000.00

PAY EXACTLY **10,000 AND 00/100 DOLLARS
TO THE ORDER OF

BOARD OF WARREN COUNTY COMMISSIONERS

Jessica J. Mahle

⑈0000029892⑈ ⑆041201635⑆ 1142119⑈

CIVISTA BANK
Sandusky, Ohio 44870

Cashier's Check 029892

DATE: 6/22/18

REMITTER: TIMBERWIND, LLC LOAN #10034345
TARA ESTATES 3-2

BRANCH: 0343
ORIGINATOR: W24PAMALOT
TIME: 3:47:50
CK AMT: \$10,000.00
FEE AMT:

TO: BOARD OF WARREN COUNTY COMMISSIONERS

TOTAL: \$10,000.00

COMMENT:

NON-NEGOTIABLE

Resolution

Number 18-1308

Adopted Date August 21, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH TIMBERWIND, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN TARA ESTATES, NO. 3, PHASE 2 SITUATED IN FRANKLIN TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	18-013 (P/S)
Development	:	Tara Estates, No. 3, Phase 2
Developer	:	Timberwind, LLC
Township	:	Franklin
Amount	:	\$132,887.82
Surety Company	:	Civista Bank (LOC 10035668)

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

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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

18-013 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Timber Wind, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Civista Bank (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Tara Estates Subdivision, Section/Phase 3/2 (3) (hereinafter the "Subdivision") situated in Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$476,124.57, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$102,221.40; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$132,887.82 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$95,224.91 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Timberwind, LLC
1650 W Pekin Rd.
Lebanon, OH 45036

Ph. (937) 746 - 5027

D. To the Surety:

Civista Bank
P.O. Box 5016
Sandusky, Ohio 44871
Ph. (800) 609 - 9368

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

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

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

Original Letter of Credit (attached) (LETTER OF CREDIT # 10035668)

Original Escrow Letter (attached)

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

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

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

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

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

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

DEVELOPER:

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

SIGNATURE: James K. Lucas
PRINTED NAME: JAMES K. LUCAS
TITLE: Timberwind LLC (member)
DATE: 8/16/18

SURETY:

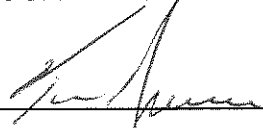
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: Robert A. Ward
PRINTED NAME: Robert A. Ward
TITLE: Vice President
DATE: 8/16/18

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-1308, dated 8/21/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 8/21/18

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



IRREVOCABLE LETTER OF CREDIT

Applicant: Timberwind LLC
1650 W. Pekin Rd.
Lebanon, OH 45036

Project: Tara Estates
Section 3, Phase 2
Franklin Township
Streets, Appurtenances and Sidewalks

Beneficiary: Warren County Commissioners
406 Justice Drive
105 Markey Road
Lebanon, Ohio 45036

Date: August 16, 2018
Letter of Credit No.: 10035668
Initial Expiration Date: August 16, 2019

To: THE WARREN COUNTY COMMISSIONERS

We hereby issue in your favor this Irrevocable Standby Letter of Credit which is available by your sight draft(s) drawn on Civista Bank, Sandusky, Ohio, up to the maximum aggregate amount of One Hundred Thirty-Two Thousand Eight Hundred Eighty-Seven and 82/100 Dollars (\$132,887.82). Your sight draft shall be appropriately completed and signed by your duly authorized representative and shall bear the clause: "Drawn under Civista Bank Standby Letter of Credit No. 10035668 (fill in the amount not to exceed \$132,887.82).

Accompanied by the following document:

Beneficiary's Signed Statement as follows:

"We hereby certify that the amount of any draft(s) drawn hereunder represents funds due and payable because Timberwind LLC is in default under the terms of the Subdivision Public Improvement Performance and Maintenance Security Agreement regarding Streets, Appurtenances and Sidewalks between Timberwind LLC and the Warren County Board of County Commissioners."

The Security Agreement referenced by this Letter of Credit and all of its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten.

It is a condition of this letter that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify Dave Gully, Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, **at such time the Board of Warrant County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**

This Letter of Credit is governed by the Uniform Commercial Code and is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600 (the "Uniform Customs").



Communications with respect to this Letter of Credit shall be in writing and shall be addressed to Civista Bank, 9700 Springboro Pike, Miamisburg, Ohio 45342, Attention: Robert O. Ward, specifically referring thereon to Civista Bank, Irrevocable Standby Letter of Credit No. 10035668(1).

This letter of credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. We shall not be called upon to determine questions of fact or law at issue between Applicant and Beneficiary.

Civista Bank

Robert O. Ward, Vice President

Resolution

Number 18-1309

Adopted Date August 21, 2018

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR EDWARD VA LIM FOR COMPLETION OF IMPROVEMENTS IN LIMWOOD SITUATED IN HAMILTON/SALEM TOWNSHIPS

BE IT RESOLVED to enter into the following performance bond agreement upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Limwood
Developer	:	Edward VA Lim
Townships	:	Hamilton/Salem
Amount	:	\$25,870
Surety Company	:	International Fidelity Insurance Co. #0744611

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

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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Form E&SC-4
Rev. 08/2016

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

0744611

This Agreement made and concluded at Lebanon, Ohio, by and between Edward VA Lim (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and International Fidelity Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in limwood Subdivision, Section/Phase N/A (3) (hereinafter the "Subdivision") situated in Hamilton/Salem (4) Township, Warren County, Ohio, in accordance with the Warren County Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$19,900.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$19,900.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of 25,870.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the District Administrator of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$3980.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

County Soil & Water Conservation District (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.
12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

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

B. To the District Administrator:

Warren County Soil & Water Conservation District
District Administrator
320 East Silver Street
Lebanon, OH 45036
Ph. 513.695.1337

C. To the Developer:

Edward VA Lim MD

PO Box 311

Maineville, OH 45039

Ph. (513) 292 - 6362

D. To the Surety:

International Fidelity Insurance Company

One Newark Center, 20th Floor

Newark, NJ 7102

Ph. (973) 624 - 7200

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER:

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

SIGNATURE: Edward VA Lim

PRINTED NAME: Edward VA Lim

TITLE: Owner

DATE: _____

SURETY:

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

SIGNATURE: David Gonsalves

PRINTED NAME: David Gonsalves

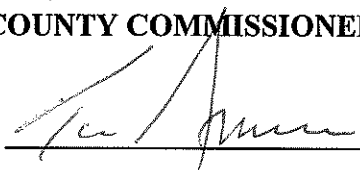
TITLE: Attorney In Fact

DATE: 7/30/2018

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-1309, dated 8/21/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 8/21/18

RECOMMENDED BY:

By: 
**DISTRICT ADMINISTRATOR OF THE
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0744611

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ELSPETH J. MURRAY, JESSICA GRIFFIN, SARA C. HOLT, SHERALYN GIBSON, DAVID GONSALVES

Charlotte, NC

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such Instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



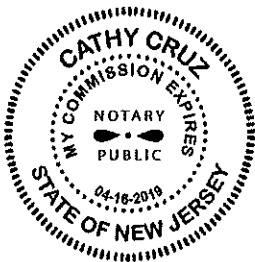
STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 07/30/2018

A00006

Maria H. Branco, Assistant Secretary

Resolution

Number 18-1310

Adopted Date August 21, 2018

APPROVE VARIOUS RECORD PLATS

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


- Tara Estates No. 3, Phase 2 – Franklin Township

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

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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 18-1311

Adopted Date August 21, 2018

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN COMMON PLEAS COURT
COGNITIVE INTERVENTION PROGRAM SUBSTANCE ABUSE MONITORING FUND
#284

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 150.00 into #284-2911-871 (Medicare)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1312

Adopted Date August 21, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO GASOLINE ROTARY FUND #650

BE IT RESOLVED, to approve the following supplemental appropriation:

\$2,000.00 into #650-1600-210 (Gasoline Rotary, Material & Supplies)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Facilities Management (file)

Resolution

Number 18-1313

Adopted Date August 21, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR'S OFFICE
FUND #101-1150

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation payout for Cynthia Ellison, former employee of the Prosecutor's Office:

\$225.00	from	#101-1150-102	(Regular Salaries)
	into	#101-1150-882	(Vacation Payout)

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


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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Prosecutor (file)

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

Resolution

Number 18-1314

Adopted Date August 21, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#217

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,894.00	from	#217-1300-320	(Capital Purchases)
	into	#217-1300-400	(Purchased Services)

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

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Board of Elections (file)

Resolution

Number 18-1315

Adopted Date August 21, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE OFFICE OF GRANTS
ADMINISTRATION FUND #298

BE IT RESOLVED, in order to process necessary Purchase Orders, it is necessary to approve the following appropriation adjustment:

\$7,000.00	from	#298-5000-910	(Other)
	into	#298-5000-400	(Purchased Services)

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

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


Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: Auditor 
Appropriation Adj. file
OGA (file)

Resolution

Number 18-1316

Adopted Date August 21, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,473.00 from #492-3823-320 (Capital Purchases)
 into #492-3823-400 (Purchased Services)

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

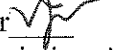
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Telecom (file)

Resolution

Number 18-1317

Adopted Date August 21, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 510

WHEREAS, the Water and Sewer Department incurs costs for materials and supplies; and

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

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

\$100,000.00 from #510-3209-3209-400 (Purchased Services)
into #510-3200-3200-210 (Materials & Supplies)

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

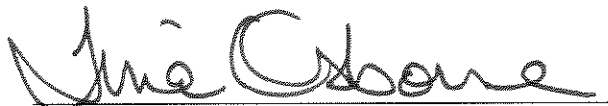
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 21st day of August 2018.


BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

las

cc:

Auditor 
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 18-1318

Adopted Date August 21, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TREASURER'S OFFICE FUND #101-1130 AND RECORDS CENTER FUND #101-1500

BE IT RESOLVED, to approve the following appropriation adjustments:

TREASURER'S OFFICE FUND #101-1130

\$ 800.00	from #101-1130-910	(Other Expense)
	into #101-1130-400	(Professional Services)
\$11,580.59	from #101-1130-114	(Overtime)
	into #101-1130-210	(Office Supplies)

RECORDS CENTER FUND #101-1500

\$ 4,000.00	from #101-1500-102	(Employee Salaries)
	into #101-1500-320	(Capital Purchases)
\$14,000.00	from #101-1500-820	(Insurance)
	into #101-1500-320	(Capital Purchases)

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

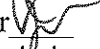
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Treasurer (file)
Records (file)

Resolution

Number 18-1319

Adopted Date August 21, 2018

APPROVE A SUPPLEMENTAL APPROPRIATION INTO FUND #485 MIAMI VALLEY
GAMING TIF FUND #485

WHEREAS, a supplemental appropriation is necessary for Fund 485 to pay funds to the Warren
County Port Authority per the cooperative agreement for the Racino TIF/Miami Valley Gaming;
and

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

\$163,371.56 into #485-3120-750 (Distribution of Funds)

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 August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Engineer (file)

Resolution

Number 18-1320

Adopted Date August 21, 2018

APPROVE APPOINTMENT TO THE WARREN COUNTY PORT AUTHORITY

WHEREAS, Greg Ficke has resigned his board position on the Warren County Port Authority expiring on March 6, 2019; and

WHEREAS, this Board desires to fill one (1) appointment for the time remaining on the term; and

NOW THEREFORE BE IT RESOLVED, to approve the following appointment to the Warren County Port Authority:

Patrick Harlow
Operating Partner
Gridiron Capital
4884 Maxwell Dr.
Mason, OH 45040
513-235-4720

term to expire on March 6, 2019

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

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

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Port Authority (file)
Appointment file
Appointee
L. Lander

Resolution

Number 18-1321

Adopted Date August 21, 2018

APPROVE AMENDMENT TO THE WARREN COUNTY COMPREHENSIVE PLAN TO AMEND THE TURTLECREEK CROSSROADS FUTURE LAND USE MAP

WHEREAS, this Board met this 21st day of April 2018, in the Commissioners' Meeting Room to consider an amendment to the Warren County Comprehensive Plan to amend the Turtlecreek Crossroad Future Land Use Map; and

WHEREAS, this Board has considered all testimony both in favor of and in opposition to said amendment; and

NOW THEREFORE BE IT RESOLVED, to approve an amendment to the Warren County Comprehensive Plan to amend Turtlecreek Crossroads Future Land Use Map; revised map as attached hereto and made a part hereof.

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

Mr. Grossmann - yea

Mr. Young - yea

Mrs. Jones - yea

Resolution adopted this 21st day of August 2018.

BOARD OF COUNTY COMMISSIONERS



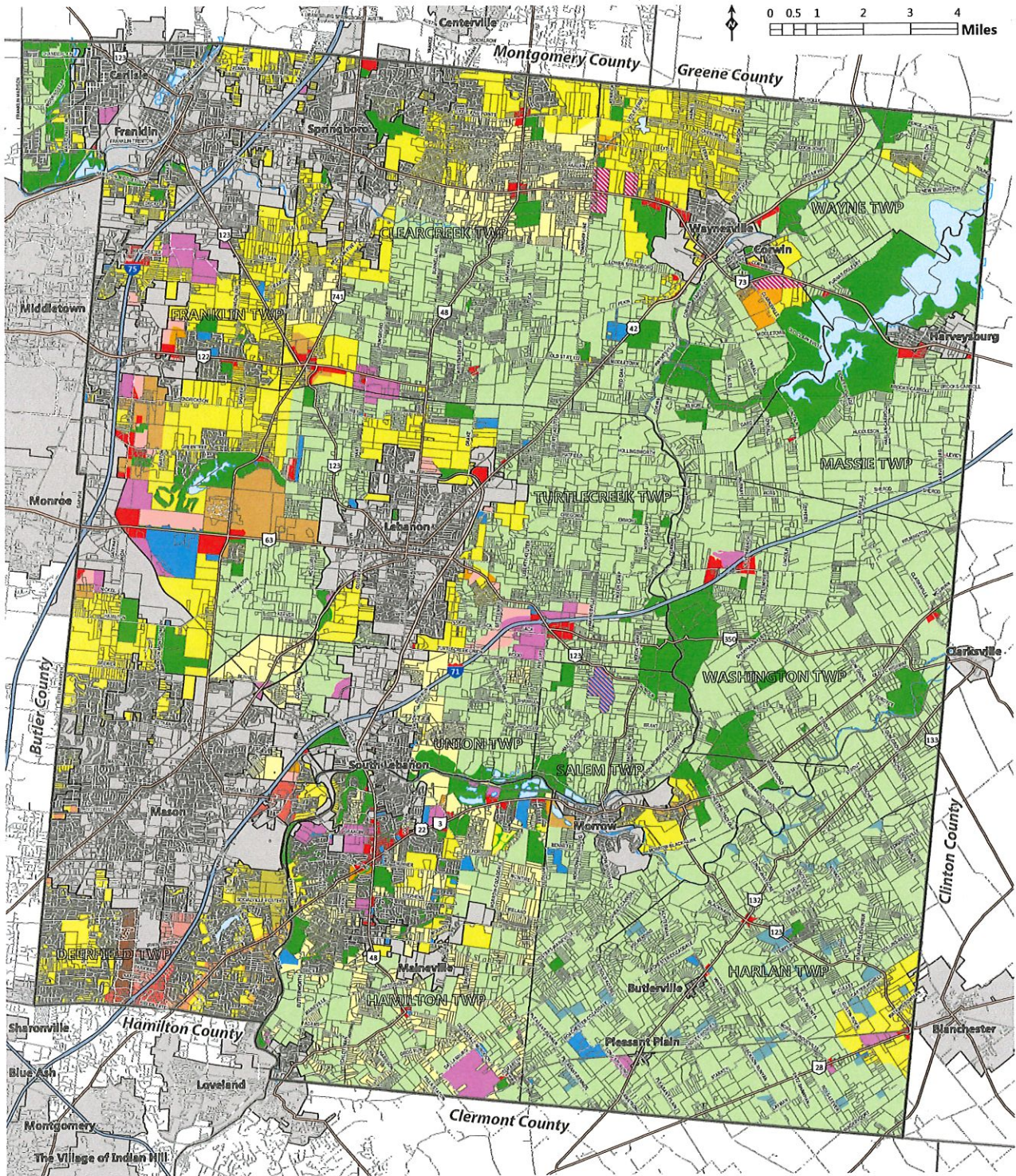
Tina Osborne, Clerk

\tao

cc: RPC (file)
Public Hearing file
Turtlecreek Township



Future Land Use



Legend

Future Land Uses

- Agricultural-Rural Residential
- Commercial
- Industrial
- Mixed-Use Neighborhood
- Multi-Family Residential
- Office
- Protection Area
- Public-Semi-Public

Parks and Recreational-Open Space

- Single Family Residential
- Low Density Rural Neighborhoods
- Med Density Rural Neighborhoods
- Neighborhood MU
- Neighborhoods
- Office Park
- Regional Highway Commercial

Deerfield Township Character Areas

- Low Density Residential
- Township Residential
- Rural Residential
- Mixed Use
- Mixed Use Light Ind/Office

Town Center MU

- Clearcreek Township Additional Uses
- Township Residential
- Hamilton Township Additional Uses
- Rural Residential
- Salem Township Additional Uses
- Mixed Use
- Mixed Use Light Ind/Office

Union Township Additional Uses

- Low Density Residential
- Wayne Township Additional Uses
- Mixed Use Commercial/Industrial
- Mixed Use Residential